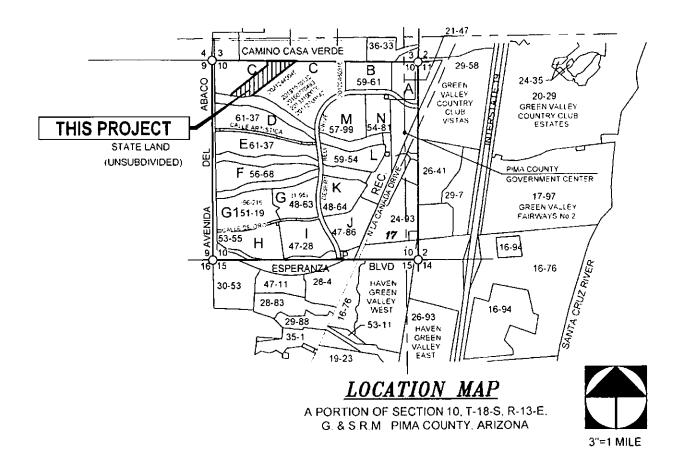


BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 10/17/2023

*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A".							
*Title:							
FINAL PLAT (P23FP00006) LAS CAMPANAS, BLOCK C PHASE V LOTS 201 THRU 240 AND COMMON AREA 'B'							
*Introduction/Background:							
FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY							
*Discussion:							
N/A							
*Conclusion:							
N/A							
*Recommendation:							
STAFF RECOMMENDS APPROVAL							
*Fiscal Impact:							
N/A							
*Board of Supervisor District:							
Γ1 Γ2 Γ3 ▼ 4 Γ5 ΓΑΙΙ							
Department: DEVELOPMENT SERVICES Telephone: 724-6490							
Contact: THOMAS DRZAZGOWSKI Telephone: 724-6490							
Department Director Signature:							



P23FP00006 LAS CAMPANAS BLOCK C PHASE V

LOTS 201 THRU 240 AND COMMON AREA 'B' (LANDSCAPING, UTILITIES, & OPEN SPACE)

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNERS SHOWN HERE SHOWN HEREBY.

WE HEREBY DEDICATE TO PIMA COUNTY ALL RIGHTS OF WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS JULITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTEMANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEVERS.

WE THE LINDERSCARD TO MERCRY HOLD HARMLESS DIMA COLINTY AND RIMA COUNTY FLODE WE THE UNDERSIGNED. DO MERERY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLODO CONTROL DISTRICT. THERE SUCCESSORS, ASSIONS, EMPLOYERS, OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLODDING FLOWAGE. EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL

ALL COMMON AREAS AS SHOWN HEREON AND PRIVATE DRAINAGEWAYS, ARE RESERVED FOR THE PRIVATE USE AND CONVENENCE OF ALL OWNERS OF PROPERTY WHITH HT IS SUDDIVISION. HERE GUESTS AND INVITES, AND (EXCEPT FOR DRAINAGEWAYS) AND EXPERTED AS EASEMENTS TO PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR ACCESS. INSTILLATION. CONSTRUCTION AMANTEMANCE, AND REPLACEMENT OF ADDIVISIONAL ON MODERIFICATION. UTILITIES AND PUBLIC SEWER SYSTEMS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL TITLE TO THE LAND OF ALL COMMIN AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS STABLISHED BY COVENINTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 1000 AT PAGE 1844, AMENDED IN DOCKET 10074 AT PAGE 819, AMENDED IN DOCKET 10074 AT PAGE 819, AMENDED IN DOCKET 1008 AT PAGE 1444, RECORDED IN DOCKET 11047 AT PAGE 2006, RECORDED IN DOCKET 11047 AT PAGE 7506, RECORDED IN SOCIETY 2014 AT PAGE 2006, RECORDED IN SOCIETY 20143, RECORDED IN SOCIETY 20143 AT PAGE 2006, RECORDED IN SOCIETY 20143 AT PAGE 2006, RECORDED IN SOCIETY 20143 AT PAGE 2014 AT PAGE 20

RECOVERED BY SELVINGER AND CONTROL BY SELVINGER SECURITIES BY SELVINGER SECURITIES BY SELVINGER SELVINGER

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201748R, AS TRUSTEE ONLY AND NOT OTHERWISE

42 Randa TATTO, TENST Officer

BENEFICIARY OF TRUST No. LAS CAMPANAS BLOCK C LAND HOLDINGS. 6405 N. CAMPBELL AVE., FIRST FLOOR TUCSON AZ 85718



ACKNOWLEDGEMENT

STATE OF ARIZONA) FEE SSS COUNTY OF PIMA) No

ON THIS THE 21TH DAY OF \$2000, 2023, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED. 2000 ATATAS WHO ACK ___ WHO ACKNOWLEDGED

TITLE SECURITY AGENCY, LLC, A
DELAWARE UNITED LUBULTY COMPANY, AND BEING AUTHORIZED SO TO UID, EXECUTED
THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY MEY. SELF AS
3/1/2.
MY COMMISSION EXPIRES
NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO FROM TITLE SECURITY AGENCY AS RECORDED IN SEQUENCE NO.

HAS
BEEN PROVIDED TO QUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY
ZONING CODE, CHAPTER 18 SI SUBDIVISION STANDARDS IN THIS SUBDIVISION

CHAIR, BOARD OF SUPERVISORS

DATE

ATTEST:

CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ON THIS THE ______ DAY OF _____ 2023.

CLERK BOARD OF SUPERVISORS

347F

CERTIFICATION

HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HERON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN

PETER D COTE R.L.S. No. 44121

I HEREBY CERTIFY THAT FLOOD PRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE REVIEWED AND SHOWN UNDER MY DIRECTION

DAVID W LITTLE P.E. 36234

BASIS OF BEARINGS

TITLE SECURITY AGENCY, LLC
AS TRUSTEE UNDER TRUST NO 201748R
DIANE SI DANE, TRUST OFFICER
2/30 E BROADWAY BLVD, SUITE 100

LAS CAMPANAS LAND HOLDINGS, LLC

6405 W. CAMPBELL AVENUE, 1ST FLOOR TUCSON, ARIZONA 85718

OWNER

TUCSON AZ 85716

DEVELOPER

(520) 730-6576 ATTN: DAVID WILLIAMSON

(520) 901-4439

ACTIVITIES OF REPORTED THE PROJECT IS THE ROPPH LINE OF THE ROPPH

RECORDING DATA

SEQUENCE_

FEE_ STATE OF ARIZONA COUNTY OF PIMA HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC.

GABRIELLA CÁZARES-KELLY, COUNTY RECORDER



LOCATION MAP A PORTION OF SECTION 10, T-18-S R-13-E. G & S R M PIMA COUNTY, ARIZONA

CENERAL NOTES

- THE GROSS AREA OF THIS SUBDIVISION IS 17 80 ACRES
 TOTAL MUMBER OF LOTS IS 40 (3.4 LINITS PER ACRE)
 ALL STREETS ARE PURPLIC TOTAL LENGTH OF PHEW PURPLIC STREETS IS 0.68 MLES
 ZONING FOR THIS PROJECT IS SPECIFIC PLAN (SP).
 THE AMEDICAL OF YIELD PART OF THIS EVELOPMENT OF THE AMEDICAL OF THIS PROJECT OF THIS EVELOPMENT OF THE AMEDICAL OF THIS PROJECT O
- SERVICE PROVIDER

 10 INTERIOR PROPERTY CORNERS AND CENTERLINE MONUMENTATION SHALL BE SET
- INTERIOR PROPERTY CORNERS AND CENTERLINE MONIMENTATION SHALL BE SET AS SOON AS COMPLETION OF THE INFRASTRICTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO IF SUCH MONIMENTS SHOULD DIFFER FROM THE TYPE DESCRIBITO ON THE ITRAL PLAT, A RECORD OF SWAYEY PLAT SHALL BE RECORDED SHOWING THESE DIFFERENCES.

 THE AREA BETWEEN THE 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL AND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE COUNTY ENGWEER.

 TO YEAR FLOOD LIMITS AND EROSION HAZARD SETBECKS SHOWN ARE PER THE FINAL PLAT OF LAS CAMPANAS BLOCKS A THRU N. BOOK 47, M&P, PAGE 17, PMA COUNTY ENGORSO

- COUNTY RECORDS

 13. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PER ARIZONA DEPARTMENT OF WATER RESOURCES CERTIFICATE

PERMITTING NOTES

THIS DEVELOPMENT IS SUBJECT TO THE LAS CAMPANAS SPECIFIC RUN ORDINANCE (DODS-92)-NO 1992-117 ADDPTED DECEMBER 1S. SEPTEMBER 19.200 AND JUNE 28.2002 16 1996, JUNE 18, 1996. MOR DEVELOPMENT STANDARDS (1) MINIMUM OT AREA 1000 SOFT 10.11 MINIMUM DENSITY 12 RAC AND SHALL NOT EXCEED THE OVERALL SPECIFIC PART OWNELLING UNIT CAP OF 1986 MITS

(3) MINIMUM LOT WIDTH 30 FEET (4) MINIMUM BUILDING SETBACK FRONT 20 FEET

(5) MAXIMUM LOT COVERAGE: 50 PERCENT (6) MAXIMUM BUILDING HEIGHT: NOT TO EXCEED 24 FEET ACCESSORY

(6) MAXIMUM BULLUMS HEACHT NOT TO EXCEED 24 FEET ALLOSSOMY STRUCTURES IN ACCORDANCE WITH 18 2000 F. THIS PLAT IS SUBJECT TO AN APPRIOVED RIPARIAN HABITAT MITIGATION PLAN FOR DISTURBANCE BY PROJECT P1212-206 CUMULATIVE ANOUNT OF REGULATED XERORIPARIAN CLASS C HABITAT DISTURBANCE BY PROJECT P1212-206 AND P1212-26 D.

THIS PLAT IS SUBJECT TO THE LANDSCAPE PLAN APPROVED MARCH 24.

5 THIS PROPERTY IS SUBJECT TO BLANKET EASEMENT SED 20122850611

LEGEND SUBDIVISION BOUNDARY RIGHT-DF-WAY PROPERTY LINE 100-YEAR FLOOD LINE . _ _ _ _ _ _ EASEMENT LINE SECTION LINE LOW DENSITY RESIDENTAL MATCH LINE 1/2" IRON PARCEL PIN TO BE SET BY AN RLS -0--FOUND PROPERTY CORNER AS NOTED SECTION CORNER CORNER QUARTER SECTION GORNER BRASS CAPPED CENTERLINE MONUMENT TO BE SET BY AN RUS PUBLIC UTILITY EASEMENT NO ACCESS EASEMENT SADE SLOPE & DRAINAGE EASEMENT EROSION HAZARD SETBACK EHS SLOOO LINE BRASS CAPPED SURVEY MONUMENT LOW DENSITY RESIDENTIAL MDE MEGNINA DENSITY DESIDENTIAL

- COVER SHEET
 PROJECT SITE LAYOUT
 PLAN SHEETS & LINE AND CURVE TABLES
 SIGHT VISIBILITY TRIANCLE DETAIL

FINAL PLAT LAS CAMPANAS, BLOCK C PHASE V LOTS 201 THRU 240

AND COMMON AREA 'B' (LANDSCAPING, UTILITIES & OPEN SPACE)

BEING A RESUBDIVISION OF LAS CAMPANAS BLOCK "C", BOOK 47, MAPS & PLATS, PACE 17, LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 13 EAST, G. & S.R.M., PIMA COUNTY, ARIZONA

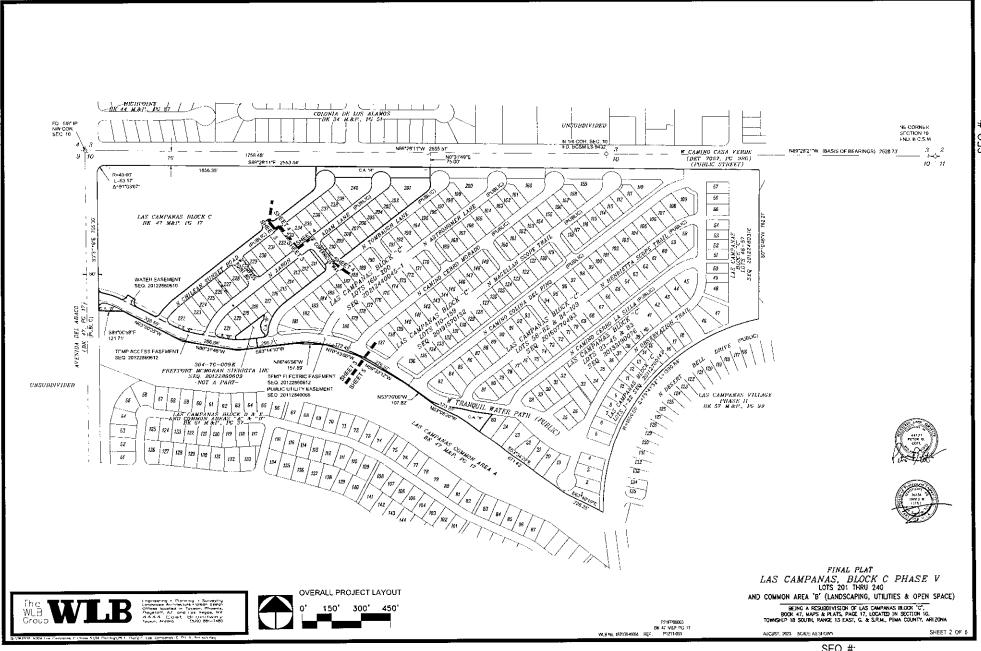
AUGUST, 2023 SCALE: AS SHOWN

SHEET 1 OF 6

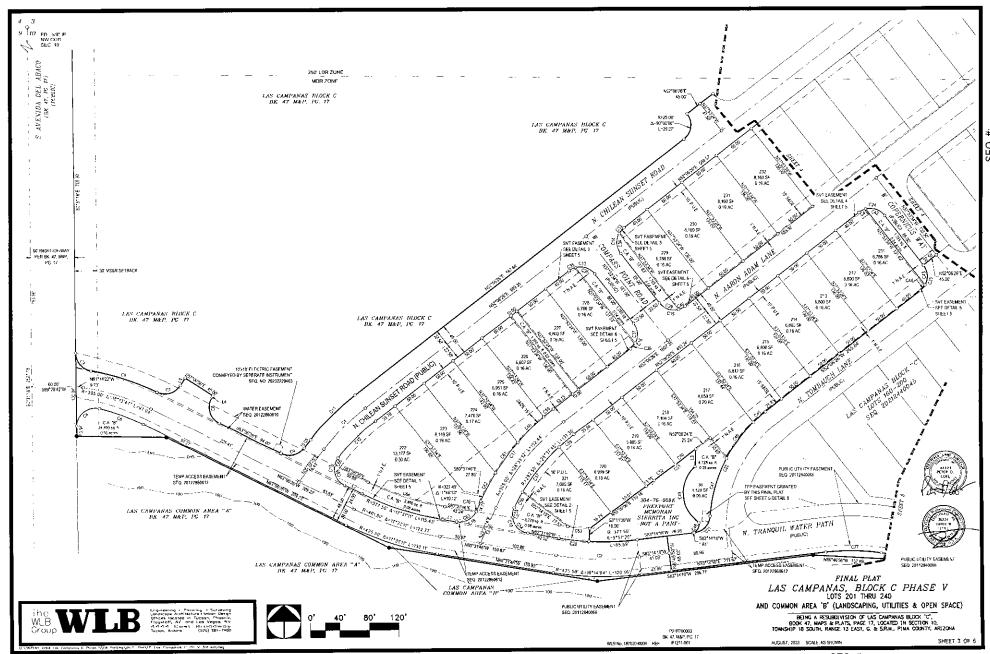
BX. 47, M&P, PG. 17 VILB No. 187030-K004 REF. P1211-001

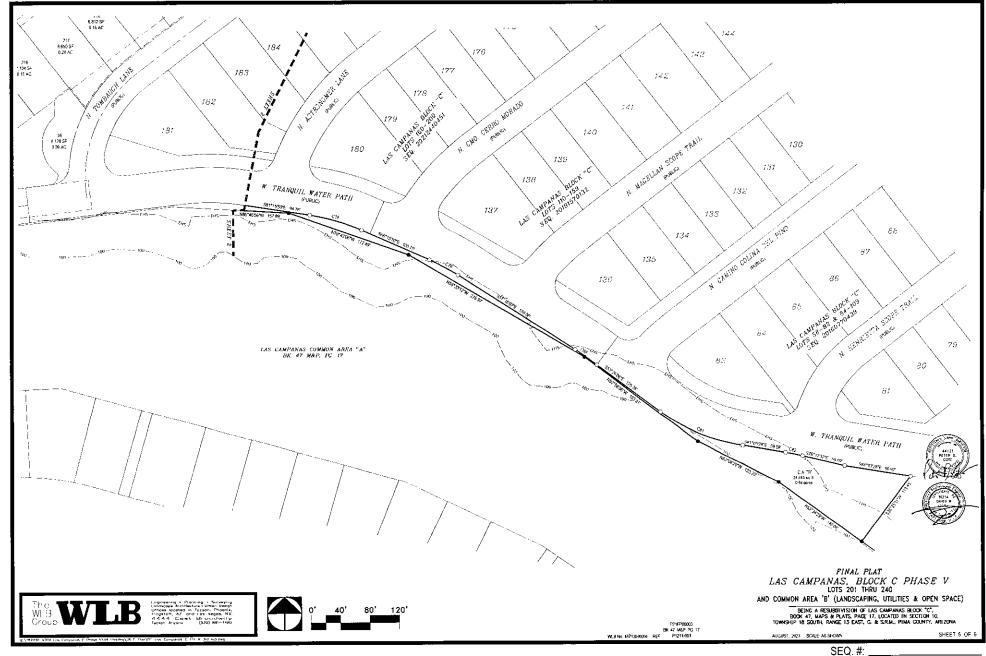
SEQ. #: _

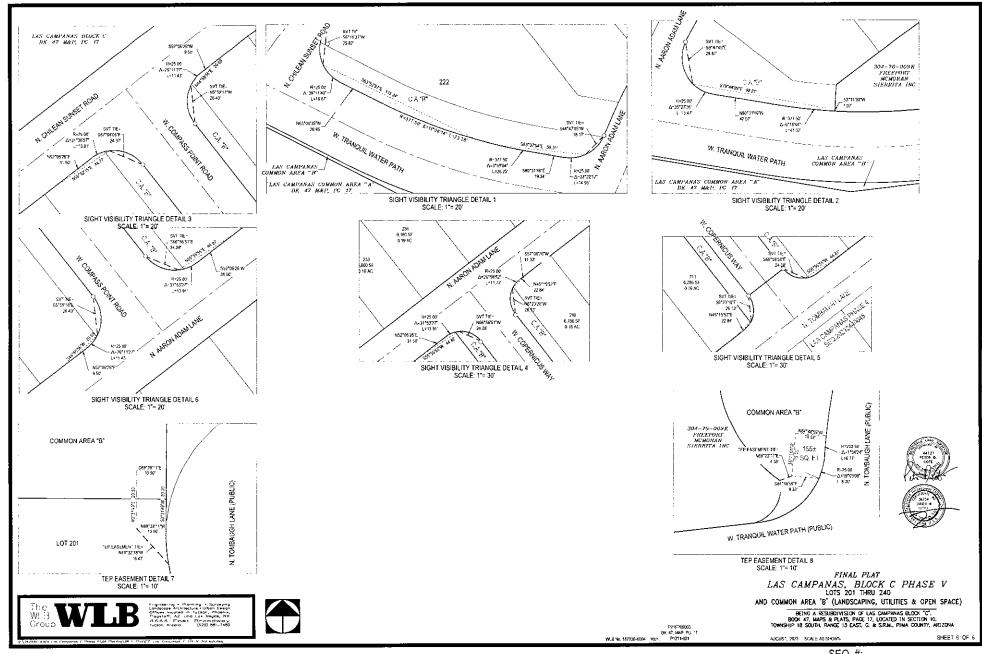
SHEET INDEX



SEQ. #: _







ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P23FP00006

THIS AGREEMENT is made and entered into by and between <u>LAS CAMPANAS BLOCK C LAND HOLDINGS</u>, <u>LLC</u>, an Arizona limited liability company or successors in interest ("Subdivider"), <u>TITLE SECURITY AGENCY</u>, <u>LLC</u>, a Delaware limited liability company, ("Trustee"), as trustee under Trust No. 201748R; and Pima County, Arizona ("County").

1. RECITALS

- 1.1. Subdivider is the beneficiary and Trustee is the trustee of a trust which owns land ("the Land") located in Pima County, Arizona and described in paragraph 2.1 of this agreement.
- 1.2. County, Subdivider and Trustee wish to establish specific terms, conditions, and guidelines relating to the subdivision of the Land and construction of related improvements to comply with A.R.S. § 11-821.

2, AGREEMENT

Based on the foregoing recitals, which are incorporated here as the intent of the parties, and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

	2.1.	Prope	rty Des	scription.	The	e Land i	s all	of the	real	property	which	is the	subject	of the
subdiv	ision _l	plat ("t	he Sub	division P	lat") identifi	ed as	LAS (CAM	PANAS-	BLOCK	C PH	ASE V,	LOTS
201 T	HRU	240	AND	COMMO	NC	AREA	"B"	(LAN	IDSC	CAPING,	UTILI	TIES	AND	OPEN
SPAC!	E)	rec	orded i	n Sequen	ice	number		•			on th	e	_	day of
	, 20, in the Office of the Pima County Recorder.													

- 2.2. Construction of Subdivision Improvements. As a condition of subdivision approval, Subdivider hereby agrees to construct all subdivision improvements ("the Subdivision Improvements") contemplated by the Subdivision Plat, rezoning conditions, and any associated site construction permits, including but not limited to onsite and offsite streets, sanitary sewers (if necessary), water and electric utilities, drainage and flood control improvements, parks, trails or other recreational facilities, other required infrastructure, and riparian habitat mitigation or payment of the riparian habitat mitigation inlieu fee.
- 2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public. Subdividers performance of this requirement shall be considered in determining whether to release assurances under paragraphs 2.5 and 2.6.

- 2.4. Assurance of Construction. This agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. § 11-821 and Pima County Zoning Code Chapter 18.69.
- 2.5. Limitation on Transfer of Title. Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance. A Release of Assurance shall not be provided by County until the Subdivision Improvements are completed in accordance with paragraph 2.12.
- 2.6. Partial Release of Assurances. County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if all of the following have occurred:
- A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and
- B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with paragraph 2.12, and
- C. Recreation area in-lieu fee, if applicable, has been paid to the county for the entire subdivision, prior to a release of greater than 75% of total subdivision lots.
- 2.7. Deposit Receipt Agreements. Notwithstanding paragraph 2.5, Trustee may enter into a deposit receipt agreement for the sale of the Land or any portion of it if the agreement clearly states that no portion of the Land shall be conveyed until Subdivider performs its obligations under this agreement.
- 2.8. Bulk Sales. Notwithstanding paragraph 2.5, Trustee may sell and convey all of the Land in one transaction to a single purchaser who has entered into a satisfactory assurance agreement with County, assuring completion of the Subdivision Improvements.
- 2.9. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding paragraph 2.5, Trustee may convey all or part of the Land to the Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust, provided that the Land is thereafter immediately reconveyed into the trust.
- 2.10. *Real Property Taxes*. All real property taxes on the Land shall be paid before the taxes are delinquent as defined by A.R.S. 42-18052(B). If the real property taxes on the Land, including any lot or portion of common area, become delinquent, this agreement will be in default.
- 2.11. Substitution of Assurances. Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which this agreement is not in default.
- 2.12. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider not more than four years after the date of this agreement. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with the Subdivision Plat, rezoning conditions, associated site construction permits, and after County has inspected them and finds them to be in compliance with the plans.

- 2.13. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:
 - A. They have been completed in accordance with paragraph 2.12.
- B. They have been dedicated to County by the Subdivision Plat or by some other instrument of record.
- C. The dedication has been accepted by the Pima County Board of Supervisors as evidenced by approval of the dedication on the Subdivision Plat or by some other formal action.
- 2.14. *Default, Non-Compliance: County's Options.* This agreement is in default if either the Subdivider or Trustee fails to comply with obligations under this agreement. If this agreement is in default, the County may exercise any or all options below at its sole discretion:
- A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The re-plat may exclude any dedications to the public which were made on the Subdivision Plat which are necessary to serve either portions of the Land which are not re-platted, or to serve the public. Subdivider shall pay the reasonable costs incurred in re-platting. Notice of default and intent to re-plat will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plat under this paragraph.
- B. If site conditions change after the Subdivider fails to comply with this agreement, the County may require that Subdivider submit evidence that the Tentative and Final Plat comply with current regulations, under current site conditions. If the County determines that the Tentative Plat or Final Plat does not comply, Subdivider shall submit revisions to the plat, to the County with applicable fees. If the revisions are approved by the Board of Supervisors, the date specified in Section 2.12 of this agreement may be extended by up to four years from the approval date. This subsection is not applicable to Block Plats for master planned communities.
- C. The County may withhold the issuance of permits for building regulated by Title 15 of the Pima County Code or work regulated by Title 18 of the Pima County Code.
- 2.15. *Incorporation and Annexation*. If the Land is incorporated as or annexed by a city or town, the city or town shall automatically succeed to all benefits and duties of County under this agreement.
- 2.16. *Termination*. This agreement shall remain in full force and effect until one of the following has occurred:
- A. The Subdivision Improvements have been completed and approved by County in accordance with paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the Pima County Recorder in accordance with paragraph 2.5; or
- B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations; or
- C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. Effective Date. This Agreement is effective 2023, which is the date of approval of this agreement							
PIMA COUNTY, ARIZONA	SUBDIVIDER: Las Campanas Block C Land Holdings, LLC, an Arizona limited liability company						
Chair, Board of Supervisors	By David J. Williamson ITS:Manager						
ATTEST:	TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201748R, and not in its corporate capacity						
Clerk of the Board	BY: Ronda Tatro ITS:Trust Officer						
STATE OF ARIZONA) County of Pima)							
The foregoing instrument was acknowledged before, 2023, by <u>David J. William Holdings, LLC, an Arizona limited liability company</u>	nson, Manager of as Campanas Block C Land						
My Commission Expires: My Commission Expires: My Commission Expires: My Commission # 582418 My Comm. Expires Jun 29, 2024							
STATE OF ARIZONA) County of Pima)							
The foregoing instrument was acknowledged before the permission of the security Agency, LLC, a Delaware limited liab no. 201748R.	as title officer of						
My Commission Expires: O 1 · 1 3 · 2023 My Commission Expires: My Commission Expires January My Commission Expires January	IZONA ity AMIREZ						