



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: May 21st, 2019

Title: Final Plat for LAS CAMPANAS BLOCK C LOTS 110-159 AND COMMON AREA B

Introduction/Background:

Final Plat to create a subdivided property

Discussion:

Final Plat process to create a legally subdivided property.

Conclusion:

N/A

Recommendation:

Staff recommends approval.

Fiscal Impact:

N/A

Board of Supervisor District:

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department: Development Services

Telephone: 520-724-9900

Contact: Angie Rangel

Telephone: 520-724-6976

Department Director Signature/Date:

Lauren A. Ortega 4/29/19

Deputy County Administrator Signature/Date:

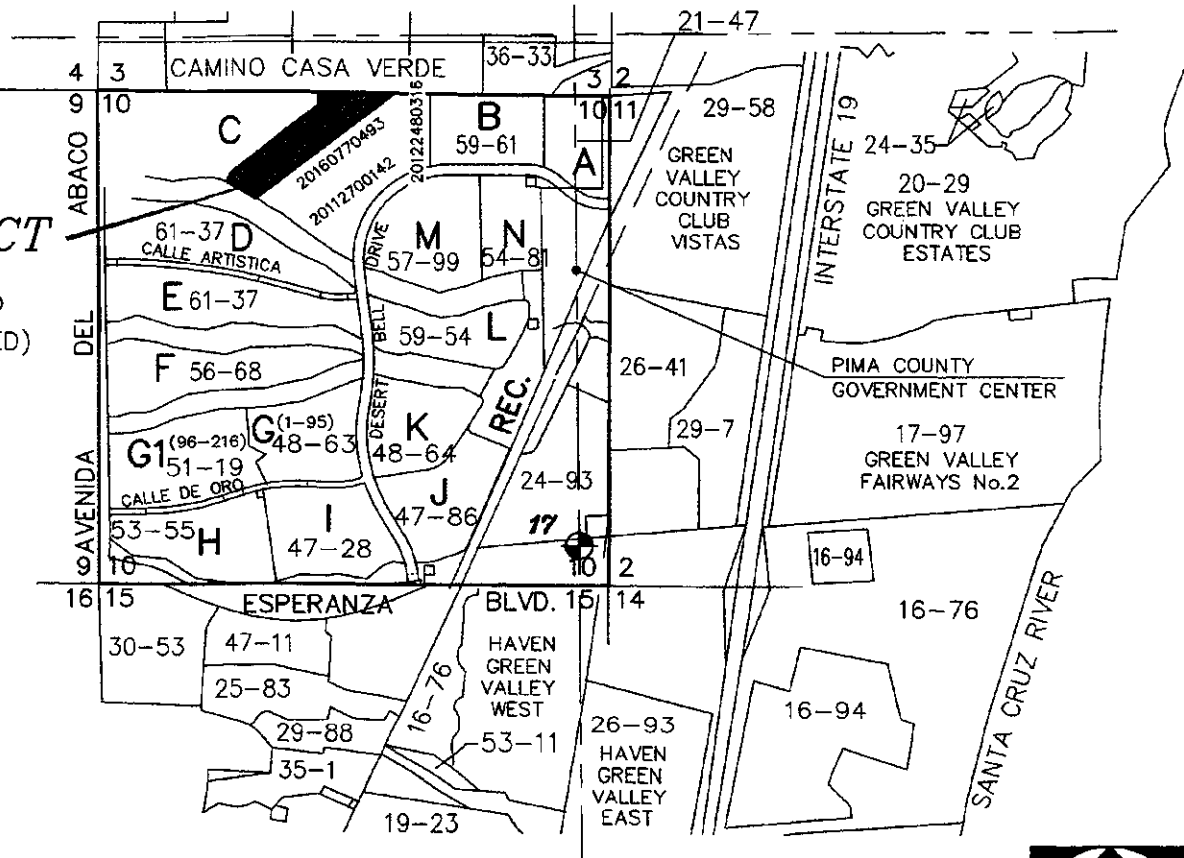
[Signature] 4/30/19

County Administrator Signature/Date:

C. R. Delaney 5/1/19

THIS PROJECT

STATE LAND
(UNSUBDIVIDED)



LOCATION MAP

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



3"=1 MILE

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P18FP00031]**

THIS AGREEMENT is made and entered into by and between Las Campanas Block C Land Holdings, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), Title Security Agency, LLC, 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. *Property Description.* The Land is all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as FINAL PLAT LAS CAMPANAS LOTS 110 THROUGH 159 and COMMON AREA "B" (LANDSCAPING, UTILITIES & OPEN SPACE) recorded in Sequence number _____ on the _____ 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 in-lieu 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 on the _____ day of _____, 20____, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Las Campanas Block C Land Holdings, LLC, an Arizona limited liability company

Chairman, Board of Supervisors

By: [Signature]
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

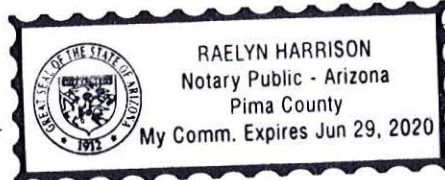
Clerk of the Board

By: [Signature]
Diane L. Sloane
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 18 day of Dec, 2018, by David J. Williamson, as Manager of Las Campanas Block C Land Holdings, LLC ("Subdivider"), an Arizona limited liability company, on behalf of the corporation.

My Commission Expires: 6/29/2020

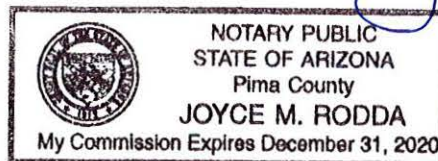


[Signature]
Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Diane L. Sloane, as Trust Officer of Title Security Agency, LLC ("Trustee"), a Delaware limited liability company, on behalf of the corporation, as trustee under trust number 201748R.

My Commission Expires: 12/31/20



[Signature]
Notary Public

CONDITION OF TITLE REPORT

Issued by

Title Security Agency, LLC

SCHEDULE A

1. Effective Date: April 3, 2019 at 12:00 AM, Our No.: 600-125756-.

 FOR THE BENEFIT AND USE OF:

 Title Security Agency

2. The estate or interest in the land described or referred to in this Report and covered herein is:

 Fee

3. Title to the estate or interest in said land is at the effective date hereof vested in:

 Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201748R

4. The land referred to in this Report is in the State of Arizona, County of Pima, and is described as follows:

 See Exhibit "A" attached hereto and made a part hereof.

EXHIBIT "A"

Block C of Las Campanas, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona in Book 47 of Maps and Plats at Page 17 thereof.

Excepting therefrom any portion lying within Las Campanas, A portion of Block C, Phase IBI, of record in Document Number 20122480316; and

Except any portion thereof lying within Las Campanas, a Portion of Block C, Phase IA Of record in Document Number 20112700142; and

Further Except any portion thereof lying within Las Campanas, a Portion of Block C, Phase IB2, of record in Document Number 20133190076;

and Except any portion thereof described in Document Number 20122860609.

and, further Except Lots 58 through 82, and Lots 84 through 109, and Common Area "B" of The Final Plat for Las Campanas a

subdivision of Pima County, Arizona according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona in Document Number 20160770493.

As amended by Declaration of Scrivener's Error recorded in Document Number 20180380225

SCHEDULE B

- A. The rights of parties in possession by reason of any unrecorded lease or month to month tenancies affecting any portion of the within described property.
- B. This report is for informational purposes only and is not to be considered a commitment to issue any form of title insurance. It is for the use only of the party who ordered it and liability, if any, is limited to the amount of the fee paid. Receipt and use of this report shall be evidence of the acceptance of the terms hereof.
- C. There are no other recorded matters affecting the title to the land described in this report.
- D. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:
- Second half of 2018
- 304-76-009P
304-76-009N
- E. (INTENTIONALLY OMITTED)
- F. DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof:
Amount \$600,000.00
Dated December 20, 2017
Recorded December 27, 2017
Document No. 20173610215
and rerecorded in Document Number 20180590245
and rerecorded in Document Number 20180730700
Docket
Page
Trustor Las Campanas Block C Land Holdings, LLC, an Arizona limited liability company
Trustee Title Security Agency LLC
Beneficiary Herman Schultz, Trustee of the Herman Schultz Trust established August 16, 2016
- G. Reservations contained in the Patent from the State of Arizona, recorded in Book 1865 of Dockets at page 85, reading as follows: The State of Arizona reserves one-sixteenth (1/16th) of all gas, oil, metals, and mineral rights, in accordance with A.R.S. Sec. 37-231.
There is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.
- H. RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the plat: recorded in Book 47 of Maps and Plats at Page 17
- I. Terms and conditions of Water Agreement between DUVAL CORPORATION, a Delaware corporation, RICHLAND DEVELOPMENT CORPORATION, a Delaware corporation and CYPRUS SIERRITA CORPORATION, a Delaware corporation, as set forth in instrument recorded April 1, 1986 in Docket 7753 at page 878 and assigned in Docket 8347 at page 2008 and amended in Docket 8198 at page 1908.

- J. All matters as set forth in the Covenants, Conditions and Restrictions in instrument recorded in:
Docket: 6179
Page: 719
and re-recorded in Docket 6223 at page 671
and amended in Docket 9949 at page 445
and amended in Docket 10387 at page 336
and recorded in Docket 8198 at Page 1926
and recorded in Document Number 20122640664
NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or relates to a handicap, but does not discriminate against handicapped people.
- K. Agreements and Covenants running with the land recorded April 11, 1989 in Docket 8513 at page 1212.
- L. Water Service Facilities Construction Agreement dated August 31, 1988 and recorded April 11, 1989 in Docket 8513 at page 1250.
- M. All matters as set forth in the Covenants, Conditions and Restrictions in instrument recorded in:
Docket: 9519
Page: 2122
NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or relates to a handicap, but does not discriminate against handicapped people.
- N. All matters as set forth in the Covenants, Conditions and Restrictions in instrument recorded in:
Docket: 10001
Page: 1844
and amended in Docket 10072 at page 1207
and amended in Docket 10074 at page 818
and amended in Docket 10112 at page 1511
and recorded in Docket 10184 at page 2194
and recorded in Docket 10548 at Page 1444.
And recorded in Docket 11106 at Page 2056
And recorded in Docket 12417 at Page 7654.
And recorded in Document Number 20112700145
Declaration of Annexation to Declaration Covenants, Conditions, Restrictions and Easements for Las Campanas Block C recorded in Document Number 20122480319.
Assignment of Declarants Rights recorded in Document Number 20142800674.
NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, or relates to a handicap, but does not discriminate against handicapped people.
- O. ANY ASSESSMENTS or charges due arising under restrictions set forth above.
- P. EASEMENTS, conditions, and reservations as shown on the recorded plat of said subdivision recorded in Book 47 of Maps and Plats at Page 17 thereof.
- Q. Terms, Covenants, Conditions, Liabilities and Obligations of that certain Developer Member Agreement recorded February 13, 1996 in Docket 10230 at page 365.

- R. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:
Recorded in Docket 13126
Page 1010
- S. Agreement and Notice of Municipal Provider Reporting Requirements for Las Campanas, Block C Lots 1-283 and common Area A Regarding Membership in the Central Arizona Groundwater Replenishment District recorded in Docket 13126 at Page 1019.
- T. Certificate of Assured Water Supply recorded in Docket 13462 at Page 1391.
- U. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Docket 4142
Page 380
Purpose electric lines
- V. Public Utility Easement of record in instrument recorded in Document Number 20112840066.
- W. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No. 20122140280
Recorded in Docket
Page
Purpose public sewer easement
- X. Electric Power line and Temporary Construction Easement recorded in Document Number 20122860611
- Y. Temporary Access Easement Agreement recorded in Document Number 20122860612
- Z. Waterline and Temporary Construction Easement recorded in Document Number 20122860610
- AA. Record of Survey recorded in Document Number 20130320683
- AB. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:
Recorded at Document No. 20160770495
Recorded in Document No. 20112700145
Recorded in Document Number 20133190079
Recorded in Document Number 20161060706
Rerecorded in Document Number 20180820668

END OF SCHEDULE B