



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 12/20/2022

**= Mandatory, information must be provided*

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

La Vida Solstice, Lots 1-46 and Common Area "A", "B" and "C" (P22FP00016)

***Introduction/Background:**

Final Plat Process to create a legally subdivided property

***Discussion:**

N/A

***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: 724-6490

Contact: Thomas Drzazgowski

Telephone: 724-9522

Department Director Signature:

Date:

11/28/22

Deputy County Administrator Signature:

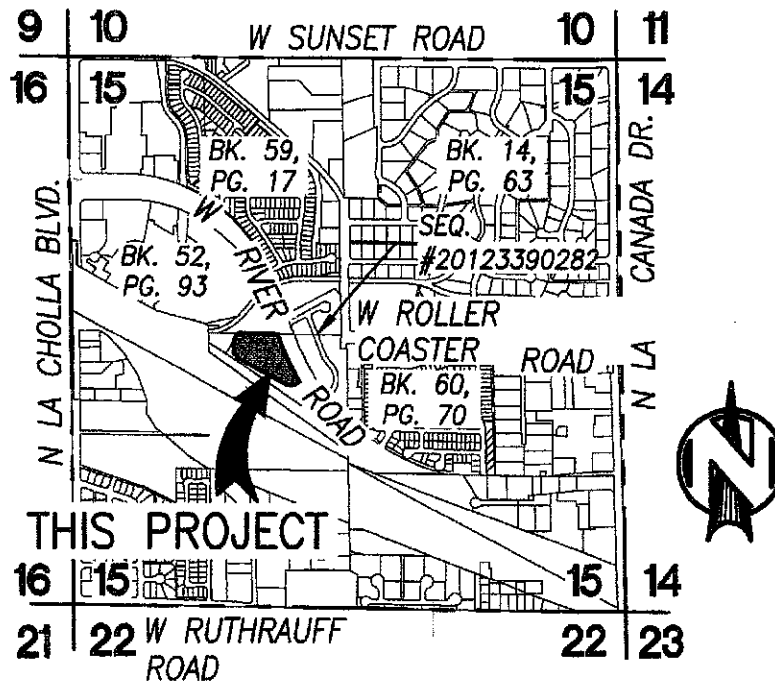
Date:

12/1/2022

County Administrator Signature:

Date:

12/1/2022



LOCATION MAP

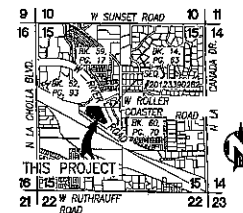
SCALE: 3" = 1 MILE

NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 15, T-13-S, R-13-E, GILA AND SALT
RIVER MERIDIAN, PIMA COUNTY, ARIZONA

P22FP00016
LA VIDA SOLSTICE
Lots 1-46
and Common Area "A", "B" and "C"

FINAL PLAT FOR LA VIDA SOLSTICE

LOTS 1-46 & COMMON AREA "A" (PRIVATE ROAD), COMMON AREA "B" (OPEN SPACE) & COMMON AREA "C" (LANDSCAPE BUFFER, PRIVATE DRAINAGE, & RETENTION/DETENTION) P22FP00016



LOCATION MAP

SCALE: 3" = 1 MILE
NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 15, T-13-S, R-13-E, G1A AND SALT
RIVER MERIDIAN, PIMA COUNTY, ARIZONA

ADMINISTRATIVE ADDRESS

1855 W. RIVER RD., TUCSON, AZ 85704



ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 80,543 FROM FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION AS RECORDED IN SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

ATTEST

I, _____, CLERK OF THE BOARD OF SUPERVISORS,
HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF
SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS _____ DAY
OF _____, 20____.

CLERK, BOARD OF SUPERVISORS

DATE

RECORDING

STATE OF ARIZONA) S.S.:
PIMA COUNTY)

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF
_____, ON THIS _____ DAY OF _____,
20____, IN SEQUENCE NO. _____

PIMA COUNTY RECORDS

COUNTY RECORDER

DATE

DEDICATION

I/WE THE UNDERSIGNED, HEREBY WARRANT THAT I AM/WE ARE, ALL AND THE
ONLY (PARTY/PARTIES) HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON
THE PLAT, AND I/WE, CONSENT TO THE SUBDIVISION OF SAID LAND IN THE
MANNER SHOWN HEREON.

I/WE THE UNDERSIGNED DO HEREBY HOLD HARMLESS PIMA COUNTY AND
PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, ASSIGNS,
EMPLOYEES, OFFICERS, AND AGENTS FROM 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 FLOODING, FLOWAGE, EROSION, OR
DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

I/WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL
PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS FOR
INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES AND
OTHER USES AS DESIGNATED BY THIS PLAT.

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE
RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF
PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO
PIMA COUNTY AND ALL UTILITY COMPANIES FOR ACCESS, INSTALLATION,
CONSTRUCTION, MAINTENANCE AND REPLACEMENT OF ABOVEGROUND AND
UNDERGROUND UTILITIES AND PUBLIC SEWERS EXCLUSIVELY FOR THE USE
OF THIS HOME OWNERS ASSOCIATION AND LOTS WITHIN THIS SUBDIVISION.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN
ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS,
CONDITIONS AND RESTRICTIONS RECORDED UNDER SEQUENCE NUMBER
_____. IN THE OFFICE OF THE PIMA COUNTY RECORDER, THIS
ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL,
MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS.
TO INCLUDE PRIVATE STREETS, PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND
PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

TRUST:
FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE
UNDER TRUST NO. 80,543, AND NOT IN ITS CORPORATE CAPACITY

BY: *Rachel Turnpseed* 11-8-08
RACHEL TURNPSEED, TITLE OFFICER DATE

BENEFICIARY OF TRUST:
DEW-DELOACHE LA CHOLLA OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY
1795 E. SYDNEY DRIVE, STE.153
TUCSON AZ, 85718

ACKNOWLEDGEMENT

STATE OF ARIZONA) S.S.:
PIMA COUNTY)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY
APPEARED RACHEL TURNPSEED, WHO ACKNOWLEDGED TO BE THE TRUST
OFFICER OF FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA
CORPORATION AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: *March 22, 2008* *Meggie Bellman*
NOTARY PUBLIC



GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 178,898 S.F., 4.11 ACRES.
2. THE BASIS OF BEARING FOR THIS SUBDIVISION IS, ACCORDING TO BOOK
62 OF RECORDS OF SURVEYS AT PAGE 35, BETWEEN MONUMENTS
FOUND ON THE SOUTHERN LINE OF THE PROPERTY, AS SHOWN.
BEARING BEING: SOUTH 55°37'54" EAST.
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0. TOTAL MILES OF NEW
PRIVATE STREETS IS 0.40.
4. THIS SUBDIVISION LIES WITHIN THE METRO WATER DISTRICT
SERVICE AREA WHICH IS DESIGNATED AS HAVING AN ASSURED WATER
SUPPLY.
5. A WAIVER OF DETENTION REQUIREMENTS HAS BEEN GRANTED FOR THIS
PROJECT BY THE FLOODPLAIN ADMINISTRATOR. THE OWNER HAS PAID A
FEE IN LIEU OF PROVIDING STORMWATER DETENTION FACILITIES.
6. PER REZONING CASE COS-08-08 CONDITION 9, STRUCTURES AND
PLANTS GREATER THAN THE FEET IN HEIGHT SHALL NOT BE PERMITTED
IN THE SUN PATHS LOCATED ON THIS PLAT AND LABELED AS SUN
PATH REZONING RESTRICTION AREA.

PERMITTING NOTES

1. CONDITIONAL ZONING IS CG-2.
2. THIS SUBDIVISION IS SUBJECT TO SECTION 18.77.040 SCENIC ROUTES.
3. THE USE OF THIS PLAT IS SINGLE FAMILY ATTACHED RESIDENTIAL (TOWNHOUSE)
AND IS PERMITTED IN ACCORDANCE WITH SECTION 18.31 OF THE ZONING CODE.
4. THIS PROJECT IS SUBJECT TO REZONING CASE COS-08-08 APPROVED BY THE
BOARD OF SUPERVISORS OCTOBER 21, 2008 AND LAST MODIFIED OCTOBER 20,
2009.
5. GROSS DENSITY IS 11.2 RAC.
6. THERE SHALL BE NO FURTHER LOT SPLITTING OR SUBDIVIDING WITHOUT THE
WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
7. PRIOR TO FINAL INSPECTION AND C. OF O, THE RECREATIONAL AMENITIES IDENTIFIED
IN THE RECREATION AREA PLAN MUST BE FULLY CONSTRUCTED.

CERTIFICATION OF SURVEY

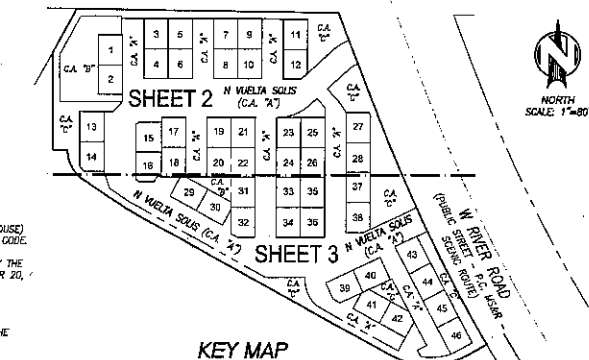
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR
UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED
HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE
CORRECTLY SHOWN.

TAYLOR J. WEBB 52699
SURVEYOR R.L.S. NUMBER

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE INTERIOR LOT LINE GEOMETRY WAS PREPARED
BY ME OR UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS PLAT WAS
PREPARED UNDER MY DIRECTION.

JASON RAY MORSE 53209
ENGINEER REGISTRATION NUMBER



KEY MAP

LEGEND

- NEW SUBDIVISION BOUNDARY
- - - NEW LOT LINE
- - - CENTER LINE / MONUMENT LINE
- - - EASEMENT LINE
- 1/2" REBAR TAGGED BY AN R.L.S. TO BE SET UPON COMPLETION OF CONSTRUCTION
- ⊙ BRASS CAP SURVEY MONUMENT TAGGED BY AN R.L.S. TO BE SET UPON COMPLETION OF CONSTRUCTION
- FOUND SURVEY MONUMENT, AS NOTED
- ⊙ FOUND CORNER, AS NOTED
- ★ GENERAL ACCESS LOCATION
- FEMA ZONE SHADED X (AREAS OF 500-YEAR FLOOD)

FINAL PLAT FOR
LA VIDA SOLSTICE
LOTS 1 - 46 & COMMON AREA "A" (PRIVATE ROAD),
COMMON AREA "B" (OPEN SPACE) & COMMON AREA
"C" (LANDSCAPE BUFFER, PRIVATE DRAINAGE, &
RETENTION/DETENTION)
A PORTION OF SECTION 15, T-13-S, R-13-E,
G1A AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PREPARATION DATE: 6/11/2002
C09-08-08
P21SC00003, P21TF00001, P22FP00016 SHEET 1 OF 3
SEQ#

Grenier Engineering, Inc.
Professional Engineering Consultants

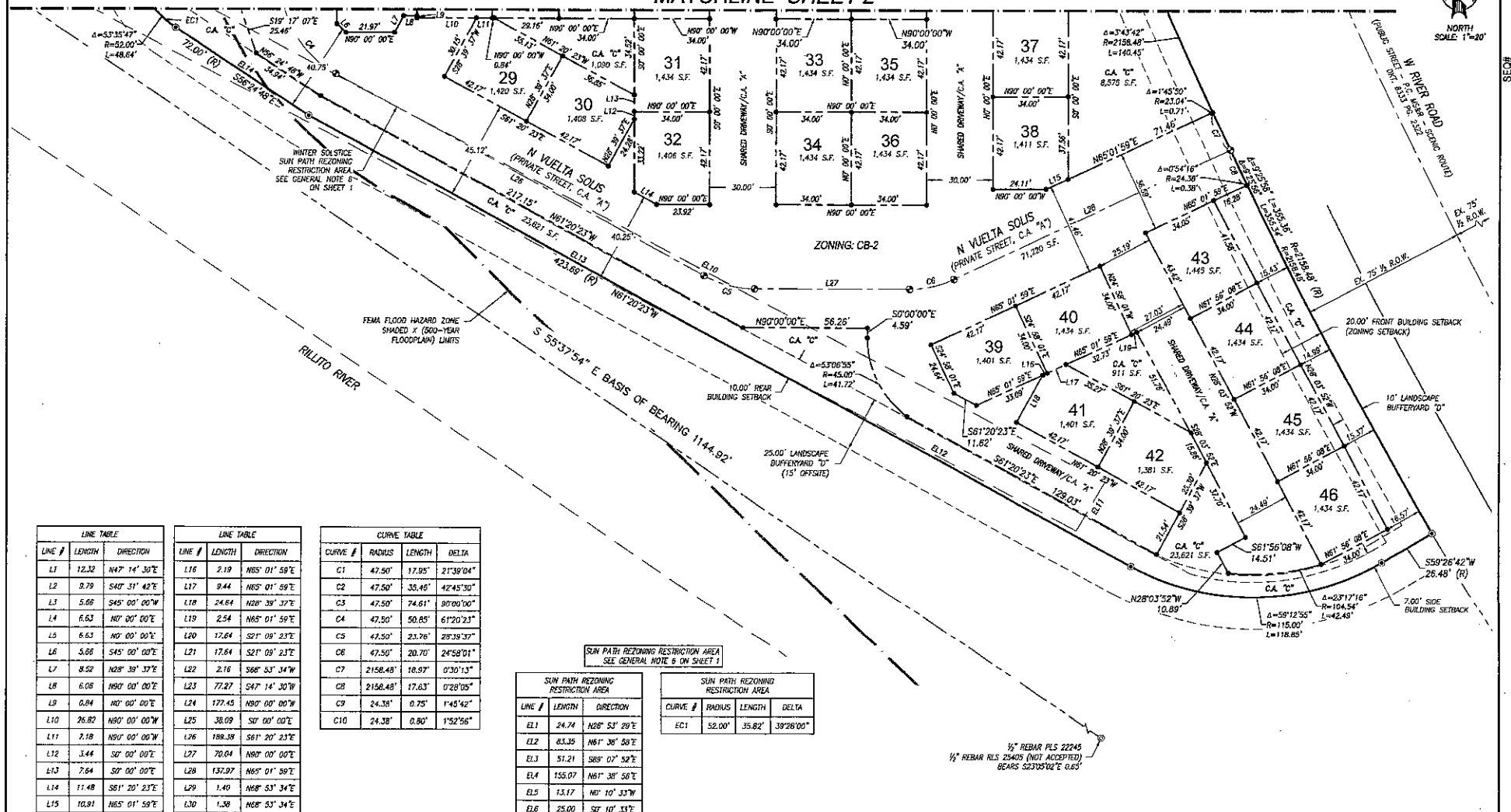
The first thing we design is your confidence

6300 E. EL CAMINO PLAZA, SUITE 400, TUCSON, ARIZONA 85715
TEL: (520) 326-7881 FAX: (520) 326-7880

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MATCHLINE SHEET 2



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	12.32	N47°14'30"E
L2	9.79	S40°31'42"E
L3	5.66	S45°00'00"W
L4	6.63	N0°00'00"E
L5	6.63	N0°00'00"E
L6	5.66	S45°00'00"E
L7	8.52	N28°39'37"E
L8	6.08	N90°00'00"E
L9	6.84	N0°00'00"E
L10	26.82	N90°00'00"W
L11	2.18	N90°00'00"W
L12	3.44	S0°00'00"E
L13	7.64	S0°00'00"E
L14	11.48	S61°20'23"E
L15	10.91	N65°01'59"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L16	2.19	N65°01'59"E
L17	9.44	N65°01'59"E
L18	24.64	N28°39'37"E
L19	2.54	N65°01'59"E
L20	12.64	S21°09'23"E
L21	17.64	S21°09'23"E
L22	2.16	S68°53'34"W
L23	77.27	S47°14'30"W
L24	177.45	N90°00'00"W
L25	38.09	S0°00'00"E
L26	188.38	S61°20'23"E
L27	70.64	N90°00'00"E
L28	137.97	N65°01'59"E
L29	1.40	N68°53'34"E
L30	1.38	N68°53'34"E

CURVE TABLE			
CURVE #	RADIUS	LENGTH	DELTA
C1	47.50'	17.95'	21°39'04"
C2	47.50'	35.45'	42°45'30"
C3	47.50'	74.61'	90°00'00"
C4	47.50'	50.85'	61°20'23"
C5	47.50'	23.76'	28°39'37"
C6	47.50'	20.70'	24°58'01"
C7	2158.48'	18.97'	0°30'13"
C8	2158.48'	17.63'	0°28'05"
C9	24.38'	0.75'	1°45'42"
C10	24.38'	0.80'	1°52'56"

SUN PATH REZONING RESTRICTION AREA
SEE GENERAL NOTE 9 ON SHEET 1

SUN PATH REZONING RESTRICTION AREA		
LINE #	LENGTH	DIRECTION
EL1	24.74	N28°53'29"E
EL2	83.36	N61°36'50"E
EL3	51.21	S89°07'52"E
EL4	155.07	N61°38'58"E
EL5	13.17	N0°10'33"W
EL6	25.00	S0°10'33"E
EL7	435.17	N88°08'54"E
EL8	25.00	S0°51'06"E
EL9	435.47	N88°08'54"E
EL10	498.67	S62°04'25"E
EL11	25.03	S30°35'43"W
EL12	172.41	S68°04'25"E
EL13	221.73	S61°20'23"E
EL14	72.00	S56°24'48"E

SUN PATH REZONING RESTRICTION AREA			
CURVE #	RADIUS	LENGTH	DELTA
EC1	52.00'	35.82'	39°26'00"

1/2" REBAR PLS 2224S
1/2" REBAR PLS 2540S (NOT ACCEPTED)
BEARS S23°05'02"E 0.65'

Grenier Engineering, Inc.
Professional Engineering Consultants
The first thing we design is your confidence. (05/08/2003)
5300 E. R. DONATO PLAZA, SUITE 100, TUCSON, ARIZONA 85715
TEL: (520) 325-7881 FAX: (520) 325-7886
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FINAL PLAT FOR
LA VIDA SOLSTICE
LOTS 1 - 46 & COMMON AREA "A" (PRIVATE ROAD),
COMMON AREA "B" (OPEN SPACE) & COMMON AREA
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RETENTION/DETENTION)
A PORTION OF SECTION 15, T.13S, R.13E,
GLA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P22FP00016**

THIS AGREEMENT is made and entered into by and between DSW - DELOACHE LA CHOLLA OWNER LLC, a Delaware limited liability company or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,543; 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 LOTS 1 THROUGH 46 & COMMON AREA "A" (PRIVATE ROAD), COMMON AREA "B" (OPEN SPACE) & COMMON AREA "C" (LANDSCAPE BUFFER, PRIVATE DRAINAGE, & RETENTION/DETENTION) OF LA VIDA SOLSTICE 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

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

SUBDIVIDER: DSW-DELOACHE LA CHOLLA OWNER LLC, a Delaware limited liability company,

By: DSW-DELOACHE LA CHOLLA MM LLC, a Delaware limited liability company, its Manager

By: DSW LA CHOLLA LLC, an Arizona limited liability company, its Manager

By: Michael A. Sarabia
Its: Manager

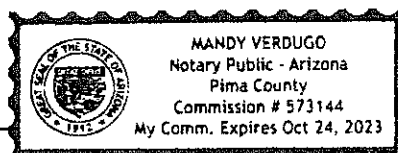
TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,543, and not in its corporate capacity

By: Rachel Turnipseed
Its: Trust Officer

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 31st day of August, 2022, by Michael A. Sarabia, Manager of DSW La Cholla LLC, an Arizona limited liability company, Manager of DSW-DeLoache La Cholla MM LLC, a Delaware limited liability company, Manager of DSW-DeLoache La Cholla Owner LLC, ("Subdivider"), a Delaware limited liability company, on behalf of the company.

My Commission Expires: 10/24/23

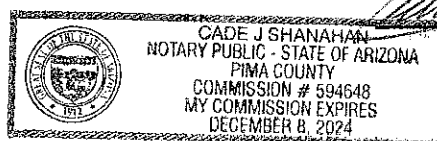


Mandy Verdugo
Notary Public

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 31st day of August, 2022, by Rachel Turnipseed of Fidelity National Title Agency, Inc., ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,543.

My Commission Expires: Dec 08, 2024



CADE J SHANAHAN
Notary Public