



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: April 2, 2019

**Title:** Final Plat for Dakota Vista Subdivision Lots 1-32 & Common Areas "A" and "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

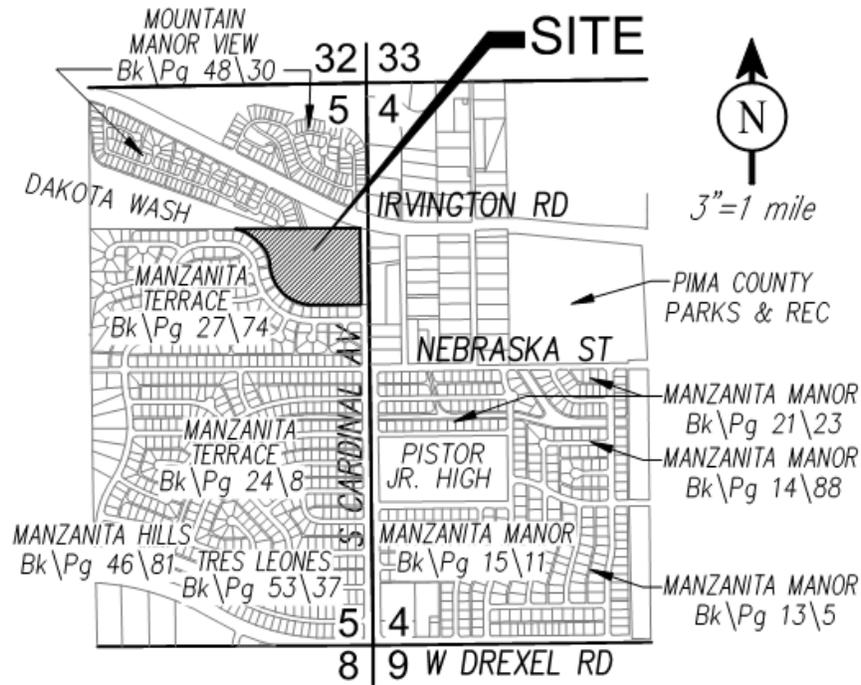
Contact: Angie Rangel

Telephone: 520-724-6976

Department Director Signature/Date: Lauren A. Ortega 2/25/19

Deputy County Administrator Signature/Date: [Signature] 3/13/19

County Administrator Signature/Date: C. Deutsch 3/13/19



## VICINITY MAP

A PORTION OF SECTION 5,  
TOWNSHIP 15 SOUTH, RANGE 13 EAST OF  
THE GILA & SALT RIVER BASE & MERIDIAN,  
PIMA COUNTY, ARIZONA

P18FP00016

Dakota Vista Subdivision

Lots 1-32 & Common Areas "A" and "B"

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)**  
[P18FP00016]

THIS AGREEMENT is made and entered into by and between KB HOME TUCSON INC., an Arizona corporation or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201665-T; 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 Dakota Vista Subdivision Lots 1-32, and Common Areas "A" & "B" ("A" Landscape, Drainage & Bufferyard, "B" Natural Open Space) recorded in Sequence number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: KB HOME TUCSON INC., an Arizona corporation

\_\_\_\_\_  
Chairman, Board of Supervisors

By: *Amy McReynolds*  
Amy McReynolds  
Its: Division President

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201665-T and not in its corporate capacity

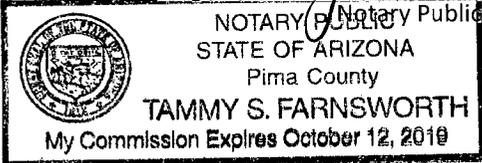
\_\_\_\_\_  
Clerk of the Board

By: *Diane L. Sloane*  
Diane L. Sloane  
Its: Trust Officer

STATE OF ARIZONA            )  
County of Pima                )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2019, by Amy McReynolds, as Division President of KB HOME-TUCSON, INC. ("Subdivider"), an Arizona corporation, on behalf of the corporation.

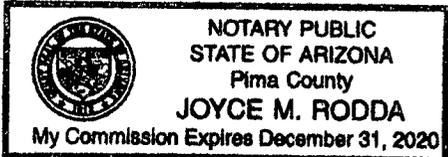
My Commission Expires:  
10/12/19

*Tammy S. Farnsworth*  


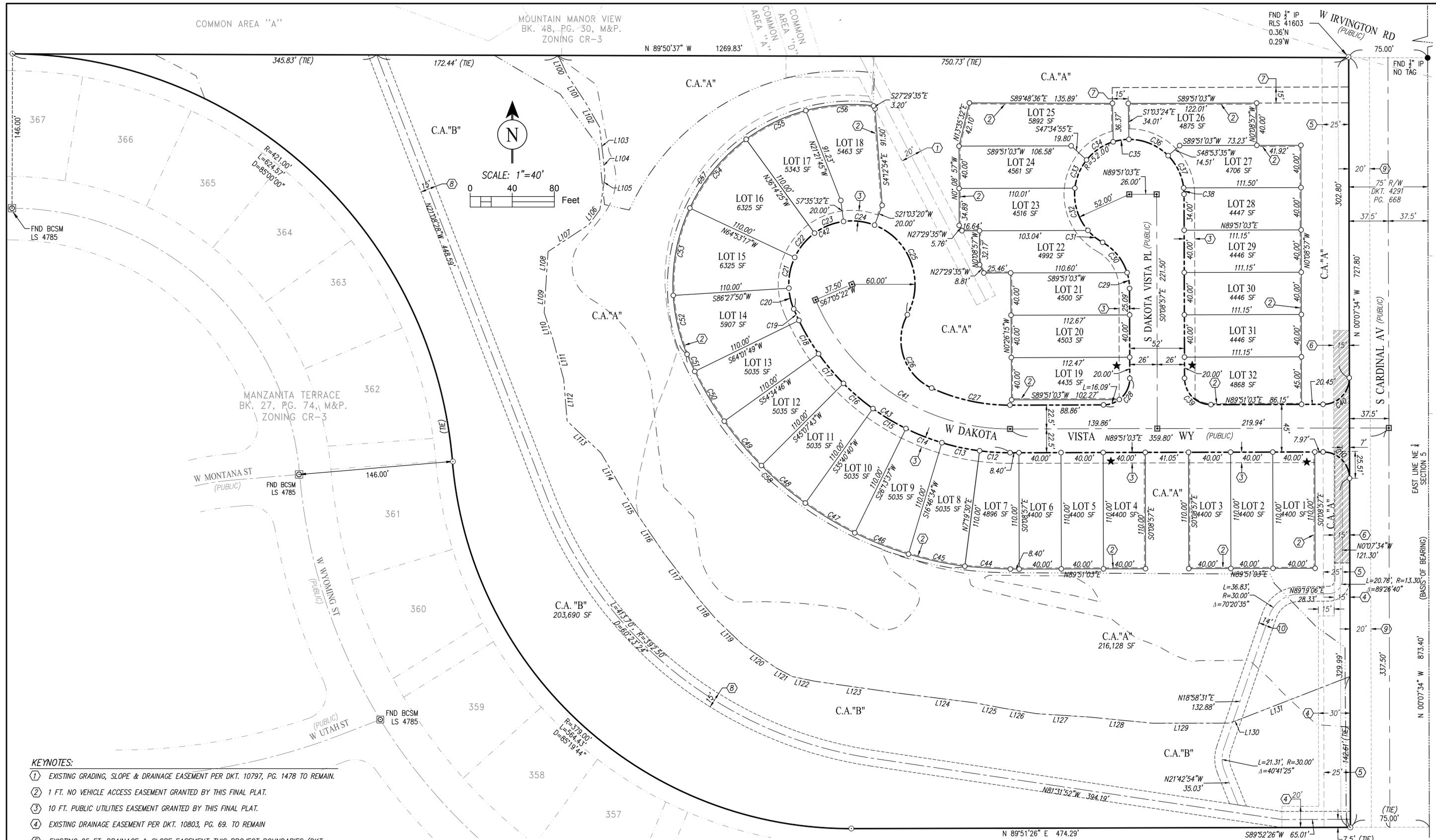
STATE OF ARIZONA            )  
County of Pima                )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2019, 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 201665-T.

My Commission Expires:  
12/31/20

*Joyce M. Rodda*  
Notary Public  






- KEYNOTES:**
- ① EXISTING GRADING, SLOPE & DRAINAGE EASEMENT PER DKT. 10797, PG. 1478 TO REMAIN.
  - ② 1 FT. NO VEHICLE ACCESS EASEMENT GRANTED BY THIS FINAL PLAT.
  - ③ 10 FT. PUBLIC UTILITIES EASEMENT GRANTED BY THIS FINAL PLAT.
  - ④ EXISTING DRAINAGE EASEMENT PER DKT. 10803, PG. 69. TO REMAIN
  - ⑤ EXISTING 25 FT. DRAINAGE & SLOPE EASEMENT THIS PROJECT BOUNDARIES (DKT. 9969, PG. 301) TO BE ABANDONED BY THIS FINAL PLAT.
  - ⑥ NORTHERN PORTION (220'X15' AS HATCHED) OF EXISTING DRAINAGE EASEMENT PER DKT. 10803, PG. 69. TO BE ABANDONED BY THIS PLAT.
  - ⑦ 15 FT. TUCSON WATER EASEMENT GRANTED BY THIS FINAL PLAT
  - ⑧ 15 FT. PUBLIC NON-MOTORIZED TRAIL EASEMENT GRANTED TO PIMA COUNTY BY THIS FINAL PLAT.
  - ⑨ EXISTING 20 FT. ELECTRIC EASEMENT PER DKT. 5327, PG. 329 TO REMAIN. (OUTSIDE OF PLAT BOUNDARY AND IN S CARDINAL AV ROW)
  - ⑩ 14 FT. PRIVATE NON-MOTORIZED TRAIL AND ACCESS EASEMENT FOR BENEFIT OF DAKOTA VISTA SUBDIVISION BY THIS PLAT.

SEE SHEET 3 FOR LINE AND CURVE TABLES  
 SEE SHEET 4 FOR FLOODPLAIN, EHS, BUFFERYARD AND RIPARIAN DETAIL

AS TO CERTIFICATION ON SHEET 1



**PERRY**  
 ENGINEERING  
 501 W WETMORE RD.  
 TUCSON, AZ 85705  
 CONTACT: KEN PERRY, P.E.  
 520-620-9870  
 kperry@perryengineering.net

REF:  
 C09-07-10  
 P18TP0001  
 P18SC00004

**FINAL PLAT FOR**  
**FOR**  
**DAKOTA VISTA SUBDIVISION**  
 LOTS 1-32, AND COMMON AREAS "A" & "B"  
 ("A" LANDSCAPE, DRAINAGE & BUFFERYARD,  
 "B" NATURAL OPEN SPACE)  
 LOCATED IN AN UNSUBDIVIDED PORTION OF THE SOUTH HALF OF  
 THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH,  
 RANGE 13 EAST, G&SRB&M, PIMA COUNTY, AZ  
 P18FP00016  
**SHEET 2 OF 4**

RIPARIAN AREA LINE TAG TABLE		
Line #	Length	Direction
RA132	44.62'	S62°47'49"E
RA133	23.26'	S20°49'42"E
RA134	48.10'	S54°18'07"E
RA135	64.50'	S10°32'06"E
RA136	65.84'	S6°32'53"E
RA137	37.28'	S7°52'51"E
RA138	39.66'	S45°24'01"E
RA139	38.08'	S9°51'27"E
RA140	24.85'	N52°50'56"W
RA141	21.09'	N25°41'00"W
RA142	15.49'	S68°27'42"E
RA143	28.20'	S73°48'40"E
RA144	11.86'	S70°48'49"E
RA145	27.34'	S78°19'29"E
RA146	4.52'	S75°07'53"E
RA147	9.05'	S10°37'34"E
RA148	1.78'	S35°03'19"E
RA149	4.43'	S57°19'52"E
RA150	52.44'	S76°07'58"E
RA151	71.61'	S77°43'06"E

RIPARIAN AREA LINE TAG TABLE		
Line #	Length	Direction
RA152	7.98'	S81°05'29"E
RA153	29.82'	S52°27'22"E
RA154	22.94'	S69°35'24"E
RA155	16.12'	S60°15'18"E
RA156	17.37'	S68°45'47"E
RA157	8.71'	N85°04'15"E
RA158	30.88'	N89°30'44"E
RA159	16.50'	N89°30'44"E
RA160	26.49'	S47°31'40"E
RA161	15.61'	S43°05'27"E
RA162	46.28'	S46°44'42"E
RA163	31.86'	S86°12'43"E
RA164	27.21'	N76°37'54"W
RA165	84.71'	N79°16'58"W
RA166	1.38'	N30°09'39"W
RA167	4.87'	N64°15'44"E
RA168	65.91'	S89°28'34"E
RA169	20.31'	S59°24'04"E
RA170	16.78'	S32°04'56"E

RIPARIAN AREA CURVE TAG TABLE			
Curve #	Length	Radius	Delta
RA-C59	61.29'	53.54'	65°35'38"
RA-C60	36.90'	420.26'	5°01'48"
RA-C61	62.74'	36.27'	99°06'39"
RA-C62	95.13'	118.01'	46°11'17"
RA-C63	44.93'	67.28'	38°15'35"
RA-C64	18.83'	26.55'	40°38'55"
RA-C65	100.39'	484.77'	11°51'53"
RA-C66	24.35'	92.04'	15°09'21"
RA-C67	28.10'	23.38'	68°51'34"
RA-C68	30.09'	62.39'	27°38'20"
RA-C69	20.64'	13.35'	88°35'18"

LINE TAG TABLE		
Line #	Length	Direction
L100	21.26'	N25°19'00"W
L101	31.15'	N33°48'33"W
L102	25.73'	N29°48'52"W
L103	29.22'	N70°31'00"W
L104	18.29'	N5°16'18"W
L105	31.50'	N8°47'59"E
L106	17.61'	N36°08'04"E
L107	46.46'	N56°45'45"E
L108	21.36'	N3°51'39"E
L109	36.41'	N3°31'55"E
L110	25.87'	N18°22'15"W
L111	40.39'	S14°58'24"E
L112	39.12'	N4°39'57"W
L113	44.37'	N46°44'47"W
L114	44.92'	N30°17'42"W
L115	24.21'	N31°56'32"W
L116	41.83'	N34°25'55"W
L117	55.41'	N37°21'34"W
L118	25.77'	N40°43'53"W
L119	35.02'	N46°35'50"W

LINE TAG TABLE		
Line #	Length	Direction
L120	37.55'	N55°22'05"W
L121	17.67'	N61°58'37"W
L122	21.21'	N78°00'03"W
L123	77.12'	N81°52'25"W
L124	78.00'	N82°49'16"W
L125	24.65'	N79°01'53"W
L126	33.85'	N80°47'44"W
L127	49.32'	N86°19'41"W
L128	61.76'	N84°31'11"W
L129	71.92'	S89°56'27"W
L130	9.64'	S70°55'09"W
L131	113.68'	S68°52'44"W

CURVE TAG TABLE			
Curve #	Length	Radius	Delta
C10	39.28'	25.00'	90°01'23"
C12	29.03'	222.50'	7°28'27"
C13	36.70'	222.50'	9°27'03"
C14	36.70'	222.50'	9°27'03"
C15	36.70'	222.50'	9°27'03"
C16	36.70'	222.50'	9°27'03"
C17	36.70'	222.50'	9°27'03"
C18	36.70'	222.50'	9°27'03"
C19	11.88'	222.50'	3°03'33"
C20	20.29'	60.00'	19°22'28"
C21	30.00'	60.00'	28°38'52"
C22	30.00'	60.00'	28°38'53"
C23	30.00'	60.00'	28°38'53"
C24	30.00'	60.00'	28°38'52"
C25	102.15'	60.00'	97°32'38"
C26	82.02'	50.00'	93°59'11"
C27	76.71'	177.50'	24°45'44"
C28	23.17'	25.00'	53°06'18"
C29	15.14'	50.00'	17°20'49"
C30	37.79'	50.00'	43°17'58"

CURVE TAG TABLE			
Curve #	Length	Radius	Delta
C31	17.99'	52.00'	19°49'10"
C32	43.07'	52.00'	47°27'25"
C33	29.23'	52.00'	32°12'30"
C34	31.00'	52.00'	34°09'40"
C35	15.19'	52.00'	16°44'18"
C36	41.47'	52.00'	45°41'28"
C37	34.43'	52.00'	37°56'30"
C38	6.02'	52.00'	6°37'47"
C39	39.27'	25.00'	90°00'01"
C40	39.26'	25.00'	89°58'37"
C41	234.71'	200.00'	67°14'19"
C42	30.00'	60.00'	28°38'53"
C44	43.37'	332.54'	07°28'27"
C45	54.85'	332.50'	9°27'03"
C46	54.85'	332.50'	9°27'03"
C47	54.85'	332.50'	9°27'03"
C48	54.85'	332.50'	9°27'03"
C49	54.85'	332.50'	9°27'03"
C50	54.85'	332.50'	9°27'03"
C51	17.75'	332.50'	3°03'33"

CURVE TAG TABLE			
Curve #	Length	Radius	Delta
C52	352.98'	169.00'	119°40'15"
C53	85.00'	170.00'	28°38'52"
C54	85.00'	170.00'	28°38'52"
C55	63.23'	170.00'	21°18'33"
C56	64.89'	170.00'	21°52'12"
C57	355.60'	170.00'	119°50'58"
C58	346.83'	332.50'	59°45'52"

CURVE TAG TABLE			
Curve #	Length	Radius	Delta
C43	261.11'	222.50'	67°14'19"

EROSION HAZARD SETBACK LINE TAG TABLE		
Line #	Length	Direction
EHS250	14.43'	N10°57'42"W
EHS251	22.11'	N7°07'48"E
EHS252	43.58'	N12°57'51"E
EHS253	28.30'	N18°05'38"E
EHS254	27.83'	N22°01'34"E
EHS255	26.69'	N17°50'33"E
EHS256	38.46'	N3°08'53"E

EROSION HAZARD SETBACK CURVE TAG TABLE			
Curve #	Length	Radius	Delta
EHSC250	54.16'	205.29'	15°06'58"
EHSC251	309.96'	174.46'	101°47'40"

100 YR. FPL TABLE		
Line #	Length	Direction
FLD L1	72.78'	S59°38'18"E
FLD L2	61.00'	S36°22'16"E
FLD L3	55.67'	S6°07'58"E
FLD L4	23.98'	S77°44'29"E
FLD L6	27.78'	S2°58'37"W
FLD L9	248.28'	S89°41'11"E
FLD L10	9.54'	S23°17'57"E
FLD L11	56.87'	S44°14'12"E
FLD L12	33.74'	S54°33'48"E
FLD L13	170.38'	S0°27'08"E
FLD L14	44.20'	S64°46'56"E
FLD L15	31.23'	N0°26'41"W
FLD L16	73.40'	N17°50'35"W
FLD L17	22.86'	S61°06'47"W
FLD L18	94.24'	S27°46'53"E
FLD L19	43.33'	S44°57'05"W
FLD L20	27.40'	N59°42'15"E
FLD L21	13.84'	S82°52'44"E
FLD L22	47.86'	S39°58'14"E
FLD L23	50.29'	S49°18'23"E
FLD L24	66.58'	S42°31'16"E
FLD L25 (TIE)	458.10'	S89°50'37"E
FLD L26 (TIE)	3.81'	S89°52'26"W

100 YR. FPC TABLE			
Curve #	Length	Radius	Delta
FLD C1	285.61'	223.77'	73°07'44"
FLD C2	363.83'	175.22'	118°58'01"
FLD C3	393.72'	340.10'	66°19'48"
FLD C4	48.98'	43.55'	64°26'33"
FLD C5	36.19'	15.36'	134°59'18"
FLD C6	48.04'	22.91'	120°07'29"
FLD C7 (TIE)	178.33'	379.00'	26°57'34"
FLD C8 (TIE)	27.94'	417.09'	3°50'17"

AS TO CERTIFICATION ON SHEET 1



Expires: 06/30/19



Expires: 12/31/20



Expires: 09/30/20

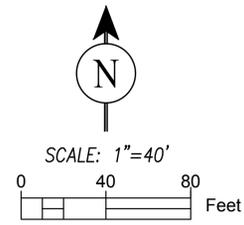
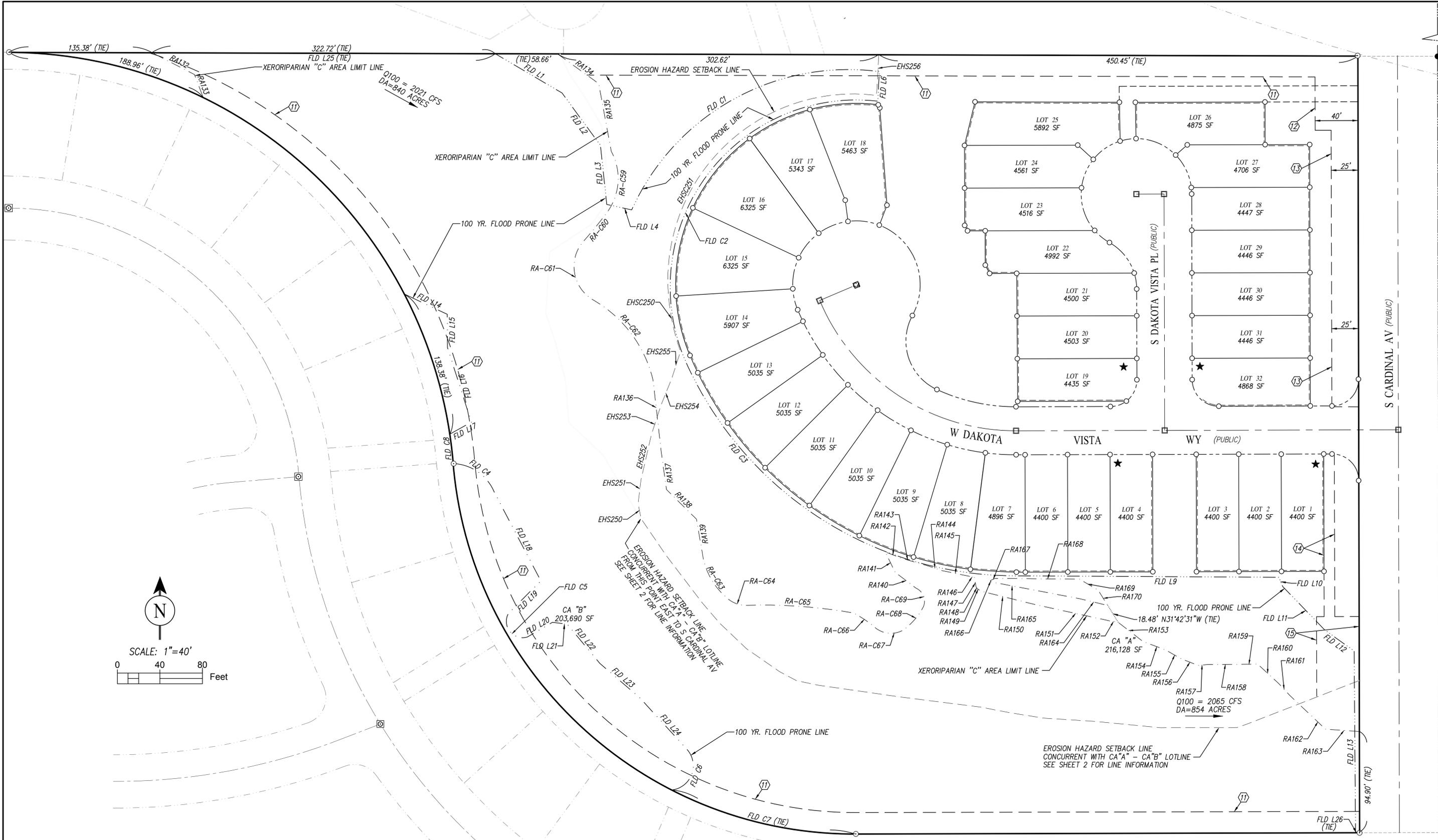
**PERRY**  
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 kperry@perryengineering.net

REF:  
 C09-07-10  
 P18TP00001  
 P18SC00004

**FINAL PLAT FOR**  
**FOR**  
**DAKOTA VISTA SUBDIVISION**  
 LOTS 1-32, AND COMMON AREAS "A" & "B"  
 ("A" LANDSCAPE, DRAINAGE & BUFFERYARD,  
 "B" NATURAL OPEN SPACE)  
 LOCATED IN AN UNSUBDIVIDED PORTION OF THE SOUTH HALF OF  
 THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH,  
 RANGE 13 EAST, G&SRB&M, PIMA COUNTY, AZ

P18FP00016

**SHEET 3 OF 4**



**BUFFERYARD KEYNOTES:**

- ⑪ 20 FT. BUFFERYARD "C"
- ⑫ 40 FT. X 50 FT. BUFFERYARD "D"
- ⑬ 25 FT. X 259 FT. BUFFERYARD "D"
- ⑭ 10 FT. X 153 FT. BUFFERYARD "D"
- ⑮ 40 FT. X 60 FT. BUFFERYARD "D"

SEE SHEET 3 FOR LINE AND CURVE TABLES  
 SEE SHEET 2 FOR LOT DETAIL

AS TO CERTIFICATION ON SHEET 1



**PERRY**  
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 kperry@perryengineering.net

REF:  
 C09-07-10  
 P18TP00001  
 P18SC00004

**FINAL PLAT FOR**  
 FOR  
**DAKOTA VISTA SUBDIVISION**  
 LOTS 1-32, AND COMMON AREAS "A" & "B"  
 ("A" LANDSCAPE, DRAINAGE & BUFFERYARD,  
 "B" NATURAL OPEN SPACE)

LOCATED IN AN UNSUBDIVIDED PORTION OF THE SOUTH HALF OF  
 THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 15 SOUTH,  
 RANGE 13 EAST, G&SRB&M, PIMA COUNTY, AZ