



## BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 10/19/2021

\*= Mandatory, information must be provided

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

**\*Title:**

FINAL PLAT (P21FP00011) LA VIDA AT 1100 LOTS 1-29 & COMMON AREA "A", "B" & "C"

**\*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:**

☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: DAVID TAKAKI

Telephone: 724-9556

Department Director Signature: \_\_\_\_\_

*Carol Blackwell*

Date: \_\_\_\_\_

*9/13/2021*

Deputy County Administrator Signature: \_\_\_\_\_

*[Signature]*

Date: \_\_\_\_\_

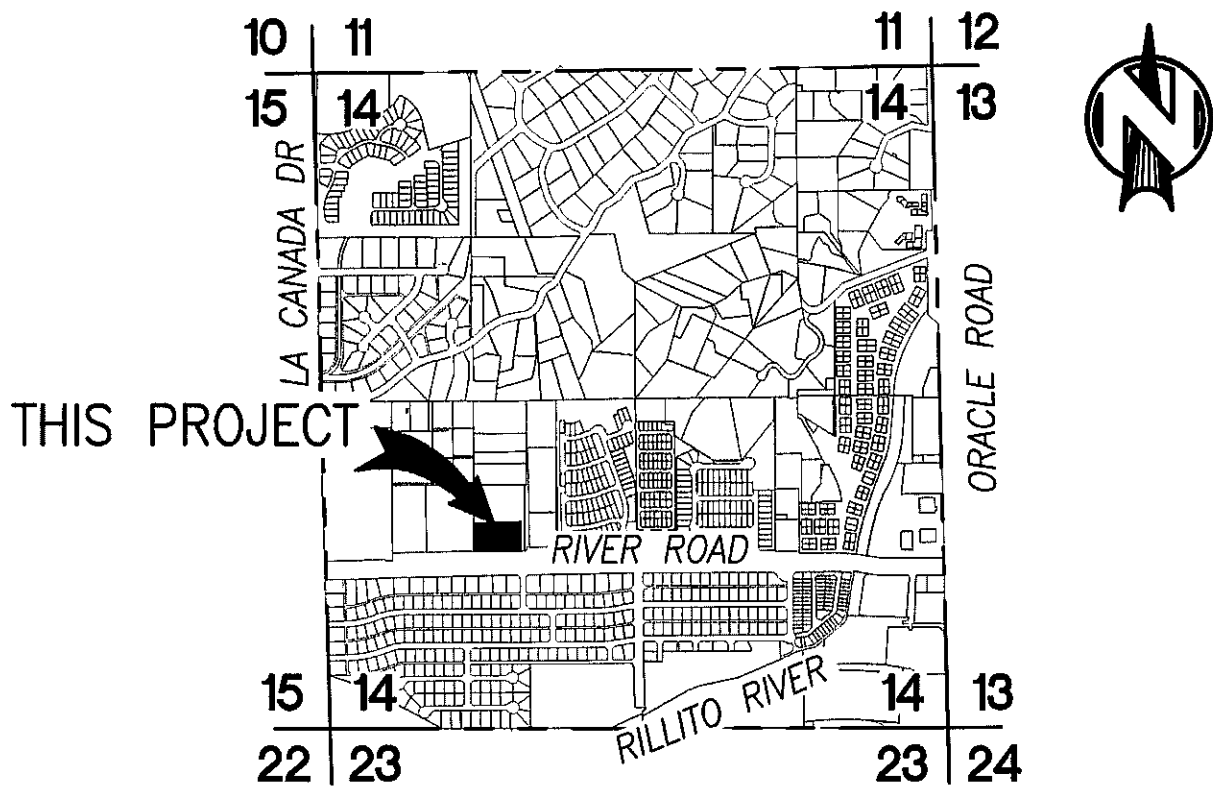
*9/29/2021*

County Administrator Signature: \_\_\_\_\_

*C. Duckert*

Date: \_\_\_\_\_

*9/29/21*



## ***LOCATION MAP***

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SCALE: 3" = 1 MILE

A PORTION OF SECTION 14, T-13-S, R-13-E, GILA  
AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

P21FP00011

LA VIDA AT 1100

LOTS 1 – 29

AND COMMON AREA "A", "B" AND "C"

# FINAL PLAT FOR LA VIDA AT 1100

LOTS 1-29 & COMMON AREA "A" (PRIVATE ROAD), COMMON AREA "B"  
(OPEN SPACE) & COMMON AREA "C" (LANDSCAPE BUFFER &  
DRAINAGE FEATURES)

## ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 60527 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 18.89 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS DATE  
PIMA COUNTY, ARIZONA

## 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 \_\_\_\_\_, 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 \_\_\_\_\_  
PIMA COUNTY RECORDS \_\_\_\_\_ IN SEQUENCE NO. \_\_\_\_\_

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, FLOODAGE, 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 DRIVEWAYS, PRIVATE SEWERS AND  
PRIVATE EASEMENTS, WITHIN THE SUBDIVISION.

TRUST:  
FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS TRUSTEE  
UNDER TRUST NO. 60527, AND NOT IN ITS CORPORATE CAPACITY

BY: *Rachel Turnpseed* 8-31-21  
RACHEL TURNPSEED, TITLE OFFICER DATE

BENEFICIARY OF TRUST:  
DSM-DELICONE 1100 OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY  
1795 E. SOKLEY DRIVE, STE.193  
TUCSON AZ, 85718

## ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.:  
PIMA COUNTY }  
ON THIS 31 DAY OF AUG, 2021, 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.

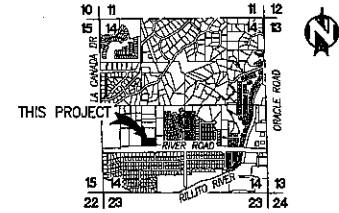
MY COMMISSION EXPIRES: *8-31-21*  
NOTARY PUBLIC

## GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 94,904 S.F., 2.18 ACRES.
2. THE BASIS OF BEARING FOR THIS SUBDIVISION IS, ACCORDING TO  
SUBJECT TITLE REPORT BETWEEN PIMA COUNTY MONUMENTS FOUND ON  
THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF  
SECTION 14, AS SHOWN, BEARING BEING: S 89°42'31" E.
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0. TOTAL MILES OF NEW  
PRIVATE STREETS IS 0.16.
4. THIS SUBDIVISION LIES WITHIN THE TUCSON WATER SERVICE AREA  
WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. THIS PROJECT IS REQUIRED TO PROVIDE STORMWATER DETENTION  
AND/OR RETENTION. THE TOTAL VOLUME OF DETENTION PROVIDED IS  
9,571 CUBIC FEET, THE TOTAL VOLUME OF RETENTION PROVIDED IS  
2,115 CUBIC FEET.
6. THIS PROJECT INCLUDES DETENTION/RETENTION BASINS WITH  
EMBANKMENTS. AN INSPECTION AND MAINTENANCE PROTOCOL HAS BEEN  
PROVIDED TO THE ENTITY HOMEOWNERS ASSOCIATION. THE INSPECTION  
AND MAINTENANCE REQUIREMENTS ARE INCLUDED IN THE CONDITIONS,  
COVENANTS AND RESTRICTIONS WHICH HAVE BEEN RECORDED IN THE  
PUBLIC RECORDS OF PIMA COUNTY.
7. PER THE TITLE REPORT SCHEDULE B EXCEPTIONS, THERE IS AN  
EXISTING BLANKET EASEMENT OVER THE ENTIRE PROPERTY FOR THE  
PURPOSE OF "CONSTRUCTING, OPERATING AND MAINTAINING A ELECTRIC  
TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM" RECORDED IN BOOK  
103 OF MISCELLANEOUS RECORDS AT PAGE 316.

## PERMITTING NOTES

1. EXISTING ZONING IS TR.
2. GROSS DENSITY IS 13.3 RAC.
3. THIS SUBDIVISION IS SUBJECT TO SECTION 18.77.040 SCENIC ROUTES.
4. THE SUBDIVISION IS SUBJECT TO THE BOARD OF SUPERVISORS REZONING CASE NO.  
03-09-43. THE BOARD OF SUPERVISORS APPROVED THE ORIGINAL REZONING PURSUANT  
TO ORDINANCE NO. 2001-27, RECORDED AT DOCKET 11499, PAGE 1608. THE REZONING  
WAS EXTENDED BY THE BOARD OF SUPERVISORS ON DECEMBER 6, 2005, AND AMENDED ON  
AUGUST 4, 2009 PURSUANT TO RESOLUTION NUMBER 2006-194, RECORDED AT DOCKET  
13821, PAGE 3655. TWO ADDITIONAL EXTENSIONS AND AMENDMENTS TO REZONING  
CONDITIONS WERE APPROVED BY THE BOARD OF SUPERVISORS ON JANUARY 5, 2021  
PURSUANT TO RESOLUTION NUMBER 2021-1.
5. NRP RECREATION AREA REQUIREMENTS ARE MET BY THE ON-SITE RECREATION AMENITIES  
CONSTRUCTED AS PART OF THIS DEVELOPMENT. THE RECREATION AMENITIES IDENTIFIED IN  
THE RECREATION PLAN MUST BE FULLY CONSTRUCTED PRIOR TO FINAL INSPECTION AND  
C OF O.
6. THERE SHALL BE NO FURTHER LOT SPLITTING OR SUBDIVIDING WITHOUT THE WRITTEN  
APPROVAL OF THE BOARD OF SUPERVISORS.
7. PRIOR TO THE FINAL RELEASE OF ASSURANCES, AN AS-BUILT CERTIFICATION (PLAN) OF THE  
DRAINAGE AND GRADING IMPROVEMENTS THAT ARE REQUIRED TO MITIGATE OFF-SITE ADVERSE  
IMPACTS TO ADJACENT PROPERTIES SHALL BE PREPARED AND SUBMITTED TO THE  
FLOODPLAIN ADMINISTRATOR. UPON APPROVAL OF THE AS-BUILT PLAN BY THE FLOODPLAIN  
ADMINISTRATOR, THE HOLD TO THE FINAL RELEASE OF ASSURANCES CAN BE REMOVED.



## LOCATION MAP

SCALE: 3" = 1 MILE  
A PORTION OF SECTION 14, T-13-S, R-13-E, GILA  
AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

## LEGEND

- NEW SUBDIVISION BOUNDARY
- EXISTING LOT LINE
- - - EXISTING LOT LINE OR R.O.W. 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

**Greiner Engineering, Inc.**  
Professional Engineering Consultants  
The first thing we design is your confidence. (SEAL) AUG 2024  
6300 E. B. DONATO PLAZA, SUITE A129, TUCSON, ARIZONA 85715  
TEL: (520) 330-7082 FAX: (520) 330-7058  
THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS SIGNED BY  
ENGINEER OF RECORD, REUSE OR REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED. (C)

## 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



## 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. WOOD 52699  
SURVEYOR R.L.S. NUMBER



FINAL PLAT FOR  
LA VIDA AT 1100  
LOTS 1 - 29 & COMMON AREA "A" (PRIVATE ROAD),  
COMMON AREA "B" (OPEN SPACE) & COMMON AREA  
"C" (LANDSCAPE BUFFER & DRAINAGE FEATURES)  
A PORTION OF SECTION 14, T-13-S, R-13-E  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

P21FP00011 PREPARATION DATE: 07/26/2021  
P20TF00009 G-2020-077  
P20SC00070 C09-99-43 SHEET 1 OF 2

SECH



**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)  
P21FP00011**

THIS AGREEMENT is made and entered into by and between DSW-DELOACHE 1100 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. 60,527; 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 29 AND COMMON AREAS "A" (PRIVATE ROAD), COMMON AREAS "B" (OPEN SPACE) & COMMON AREA "C" (LANDSCAPE BUFFER & DRAINAGE FEATURES) OF LA VIDA AT 1100 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 1100 OWNER LLC, a Delaware limited liability company,  
By: DSW-DELOACHE 1100 MM, LLC, a Delaware limited liability company, its Manager

By: DSW 1100 RIVER, 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. 60527, and not in its corporate capacity

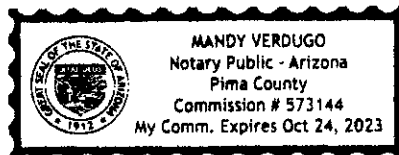
By: Rachel Turnipseed  
Its: Trust Officer

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2021, by Michael A. Sarabia, Manager of DSW 1100 River, LLC, an Arizona limited liability company, Manager of DSW-Doloache 1100 MM, LLC, a Delaware limited liability company, its Manager of DSW-Doloache 1100 Owner LLC, ("Subdivider"), a Delaware limited liability company, on behalf of the company.

My Commission Expires:

10/24/2023



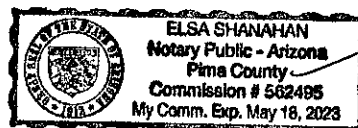
Mandy Verdugo  
Notary Public

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 24 day of Aug, 2021, by Rachel Turnipseed of Fidelity National Title Agency, Inc., ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,527.

My Commission Expires:

May 18, 2023



Elsa Shanahan  
Notary Public