



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 7/5/2022

**= Mandatory, information must be provided*

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

***Title:**

Rocking K South Neighborhood 4, Parcel M, Lots 1-164, Common Areas "A and B" (P22FP00009)

***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: _____

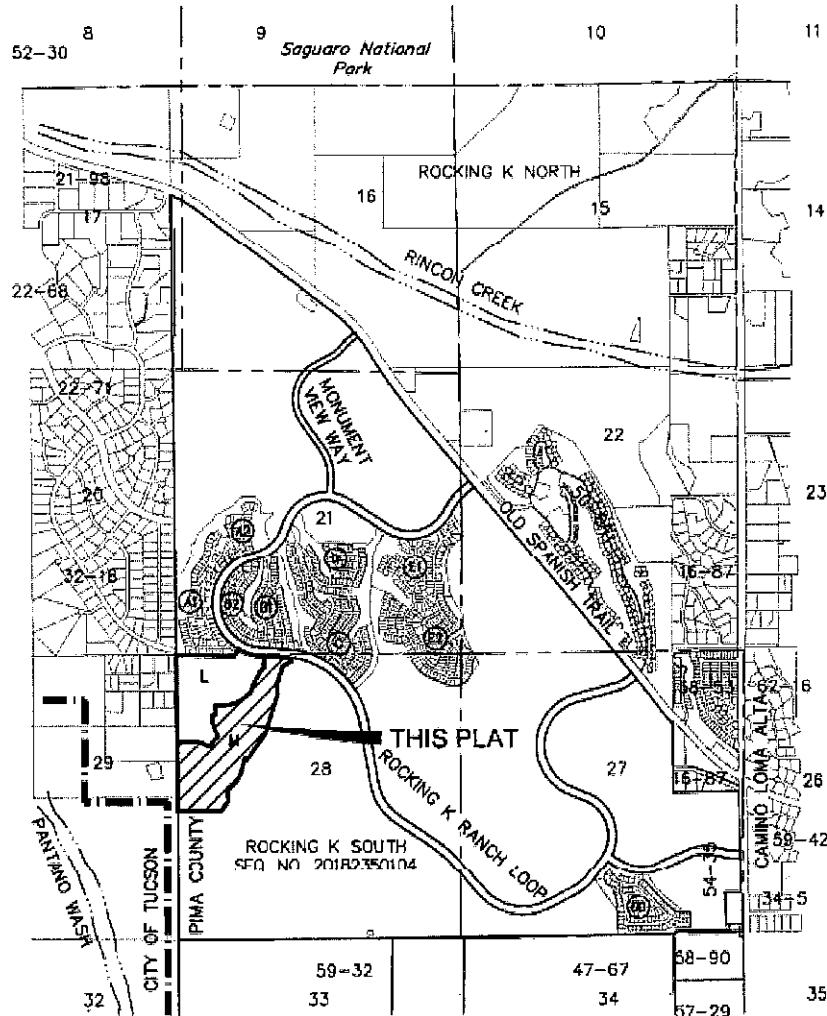
Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____



LOCATION MAP
 LOCATED IN PORTIONS OF SECTIONS 21 AND 28
 TOWNSHIP 15 SOUTH, RANGE 16 EAST, G&SRM
 PIMA COUNTY, ARIZONA
 SCALE: 3" = 1 MILE



P22FP00009

Rocking K Neighborhood 4, Parcel M

Lots 1-164 &

Common Areas "A & B"



SHEET INDEX MAP
N.T.S.

1/4" ON NORTH FACE
: 2B

LINE TABLE			DISTANCE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S85°55'28"E	444.10	L26	N18°23'28"W	183.77
L2	S07°44'45"E	58.39	L27	N00°08'49"W	134.64
L3	S05°56'51"E	189.65	L28	N89°51'11"E	32.45
L4	S10°11'12"W	257.95	L29	N00°09'48"W	170.07
L5	S04°04'14"E	196.39	L30	N18°21'16"E	110.00
L6	S15°43'38"W	528.88	L31	N87°23'16"E	55.81
L7	S16°28'57"W	207.05	L32	N85°10'52"E	55.66
L8	S26°41'22"W	598.15	L33	N79°46'22"E	55.99
L9	S19°17'03"W	51.57	L34	N74°32'07"E	55.69
L10	S15°17'17"E	280.22	L35	N87°17'37"E	55.69
L11	S27°46'53"W	160.30	L36	N61°48'42"E	710.84
L12	S44°24'53"E	262.26	L37	N23°23'46"E	218.67
L13	S06°20'11"E	179.86	L38	N16°09'15"E	115.92
L14	S35°00'00"W	229.88	L39	N25°44'07"E	275.85
L15	N00°02'32"E	600.45	L40	N07°40'29"E	121.75
L16	N00°02'32"E	2.26	L41	N02°28'54"E	45.29
L17	N00°13'39"W	1070.75	L42	N04°03'37"E	160.00

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	94.92'	1475.00'	3°41'14"

[illegible]

Totals	223
---------------	------------

* THIS NEIGHBORHOOD IS PART OF BLOCK 5 AND DOES NOT EXCEED THE OVERALL AMOUNT OF LOTS ALLOWED WITHIN THAT BLOCK



REF: P21TP00021

FINAL PLAT
ROCKING K SOUTH NEIGHBORHOOD 4

LOTS 1-104, COMMON AREA "X" (BOUNDED AND OPEN SPACE)
 COMMON AREA "X" BOUNDED OPEN SPACE & BOUNDARY LATERALITY,
 BEING A RE-SUBDIVISION OF A PORTION OF BLOCK 5 OF THE
 AMENDED RECORD OF SOUTHERN BLOCK PLAT 500 - 78062330104 - LOCATED IN A PORTION OF
 SECTION 21 AND SECTION 28 TOWNSHIP 15 SOUTH, RANGE 16 EAST,
 GEORGE, PIMA COUNTY, ARIZONA

SERIAL NO: 7800130201
 SCALE: HORIZ N/A
 DATE: MAY 2022
 CL: N/A
 2 of 9

PSOMAS

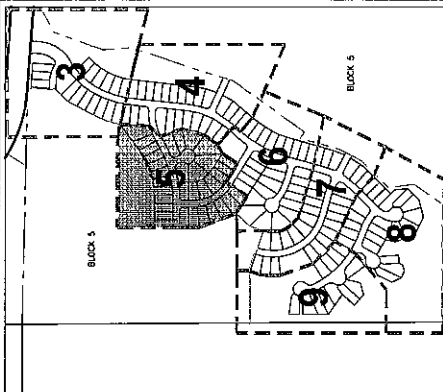
333 E. Wilmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300
(520) 292-1290 fax
www.pzomc.com

PROJECT OVERVIEW

SCALE: 1" = 150'

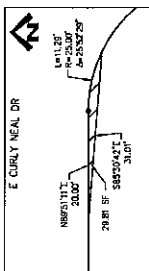
Diagram illustrating a horizontal curve with stationing and deflection angles:

- Stationing: $500+54.35$ to $500+141.67$
- Deflection Angle: 2.11°
- Radius: $R = 25.00'$
- Chord Length: $L = 7.25'$
- Chord Bearing: $\Delta = 16^\circ 35' 35''$
- North Arrow: $N 00^\circ 14' 16'' E$
- Scale: $1" = 60'$



SHEET INDEX MAP
N.I.S.

- KEYNOTES
- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO IMA COUNTY BY THIS PLAT.
 - ② 1' PUBLIC NO ACCESS EASEMENT GRANTED TO IMA COUNTY BY THIS PLAT.
 - ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO IMA COUNTY BY THIS PLAT.



M-5 SITE VISIBILITY EASEMENT
N.I.S.

LINE	BEARING	DISTANCE
L80	N19°23'50"W	16.82'
L81	S89°23'50"E	16.82'

CURVE	LENGTH	RADIUS	DELTA
C12	37.78'	25.00'	86°35'07"
C13	33.26'	41.50'	45°25'55"
C14	37.78'	25.00'	86°35'07"
C15	38.85'	25.00'	89°08'07"
C16	38.27'	25.00'	90°00'00"



PSOMAS
333 E. Winthrop Road, Suite 420
(503) 292-2390
www.psomas.com

REF. P21P00021

FINAL PLAT

ROCKING K SOUTH NEIGHBORHOOD 4

PARCEL M

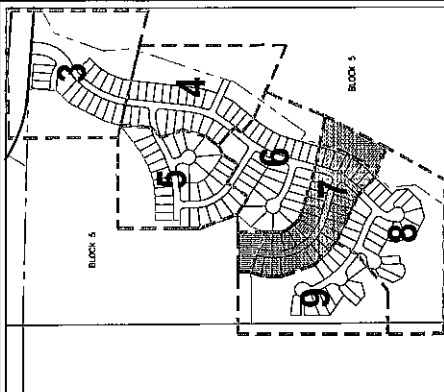
ISSUED: 05/11/2021

DATE: MAY 2021

SCALE: HORIZ. 1"=40'

CL: N/A

5 OF 9

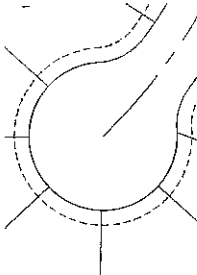
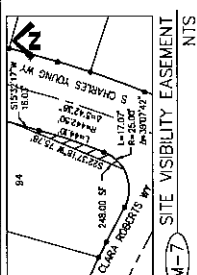
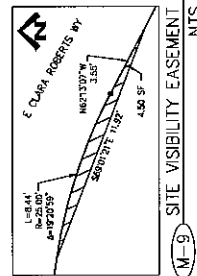
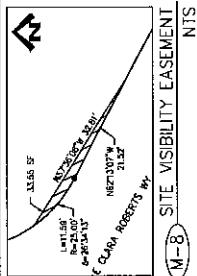
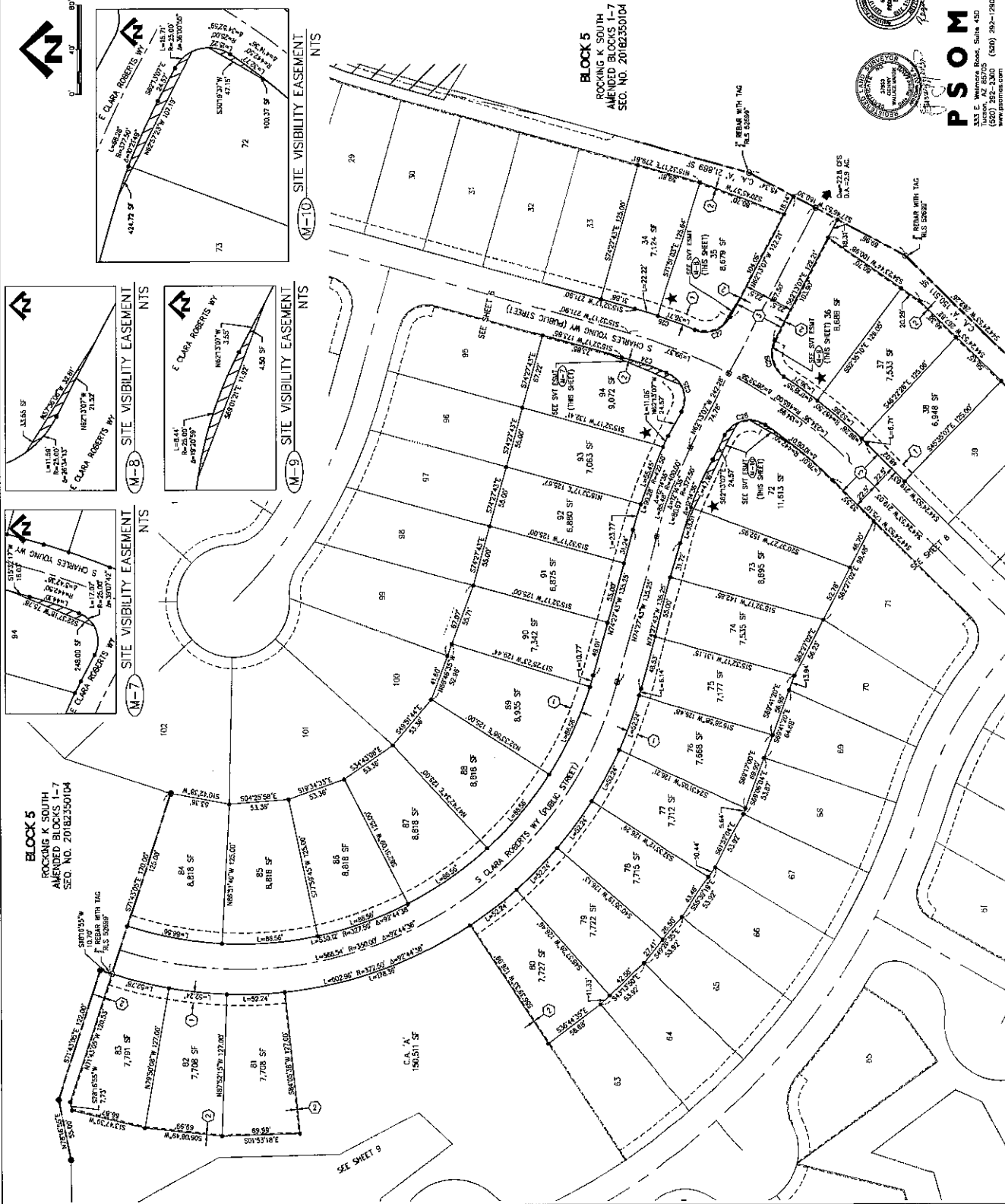


SHEET INDEX MAP
N.T.S.

- KEYNOTES
- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ② 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.

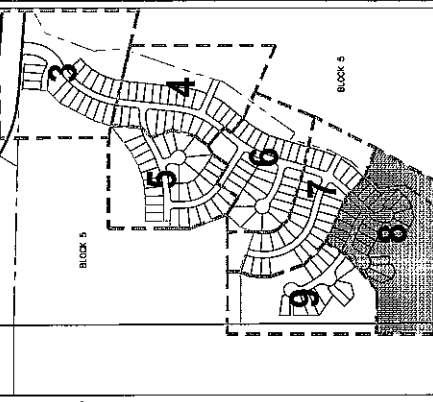
CURVE	LENGTH	RADIUS	DELTA
C24	44.40'	442.50'	5°42'38"
C25	42.12'	25.00'	98°31'58"
C26	58.93'	487.50'	8°55'32"
C27	36.89'	25.00'	84°42'55"
C28	42.12'	25.00'	98°31'58"
C29	36.85'	25.00'	84°42'55"

BLOCK 5
ROCKING K SOUTH
AMENDED BLOCKS 1-7
SEC. NO. 20182350104



P. S. OMAS
Professional Engineer
State of Arizona
License No. 2343
Exp. 12/31/2023
www.psomaz.com

REF: P21P00021
FINAL PLAT
P22P00009
ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL M
JULY 1-18, 2024 (SEE SHEET 1) (SEE SHEET 2)
COURT AREA 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102
AMENDED BLOCKS 1-7
SEC. NO. 20182350104
DATE: MAY 2022
SCALE: HORIZ. 1"=40' VERT. 1"=20' CL. = N/A
7 OF 9

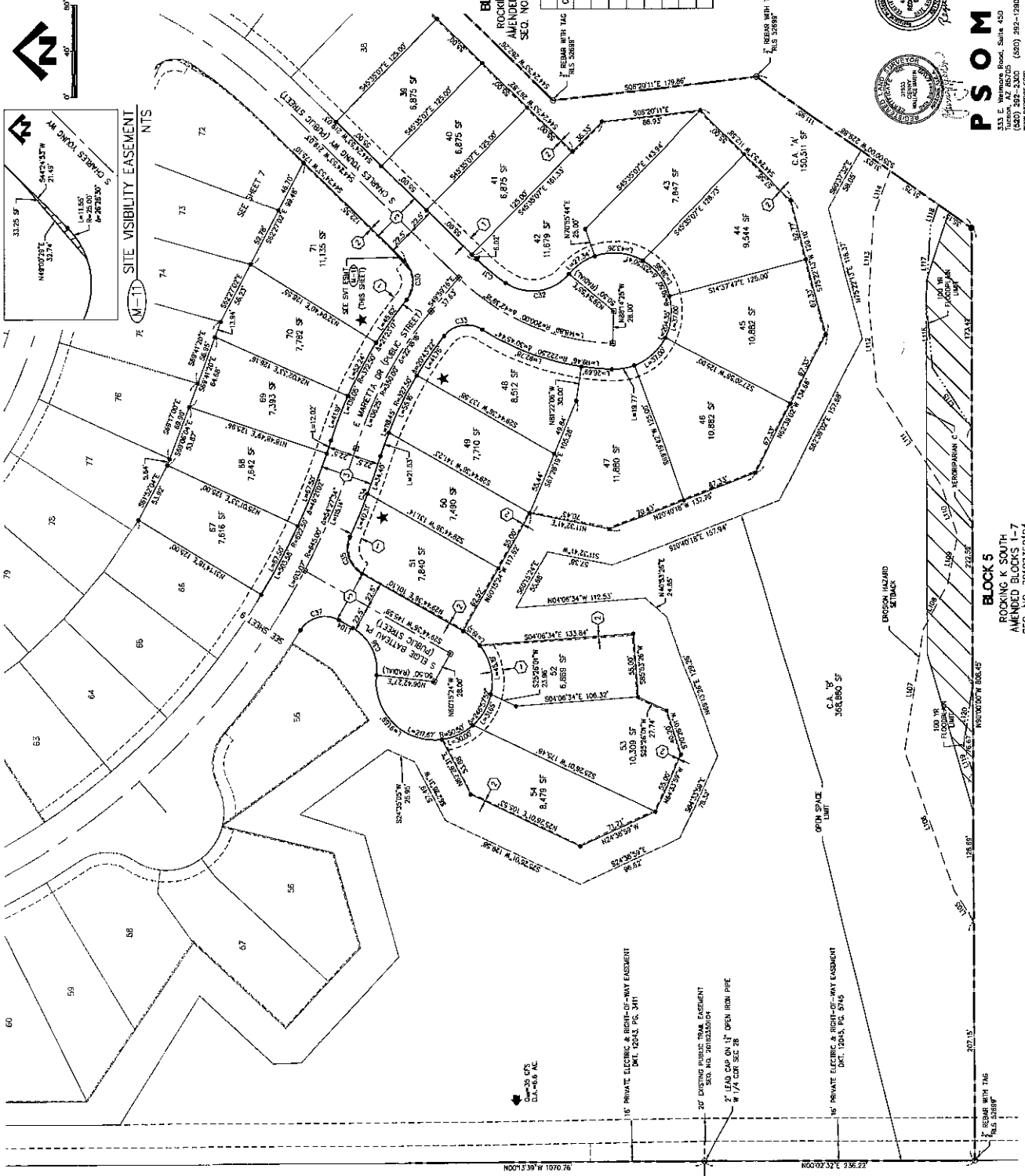


SHEET INDEX MAP
N.E.

- KEYNOTES
- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ② 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.

LINE	BEARING	DISTANCE
L104	S29°44'36"W	13.83'
L105	N67°32'27"E	31.35'
L106	N70°59'30"E	128.35'
L107	S81°05'18"E	107.34'
L108	S81°05'18"E	44.88'
L109	S72°17'01"E	42.43'
L110	N72°34'05"E	44.40'
L111	N66°43'02"E	103.97'
L112	N84°41'20"E	73.04'
L113	S66°30'13"E	73.77'
L114	S69°56'30"E	41.95'
L115	N66°43'02"E	62.86'
L116	N84°41'20"E	58.73'
L117	S69°56'30"E	62.64'
L118	S69°56'30"E	21.33'
L119	N70°29'30"E	24.96'
L120	S81°05'18"E	53.80'

CURVE	LENGTH	RADIUS	DELTA
C30	36.85'	25.00'	84°40'50"
C31	32.56'	177.50'	107°31'07"
C32	60.83'	41.50'	83°59'50"
C33	36.69'	25.00'	84°05'32"
C34	74.71'	667.50'	67°44'46"
C35	38.82'	25.00'	84°22'37"
C36	48.10'	41.50'	68°57'52"
C37	34.20'	25.00'	87°45'13"



REF: P21700021

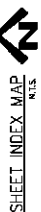


PSOMAS
333 E. Veterans Road, Suite 420
(520) 292-2340 (520) 292-1262 fax
www.psomas.com

BLOCK 5
ROCKING K SOUTH
AMENDED BLOCKS 1-7
SEQ. NO. 20182350104

APN 205-64-638A
SNYDER JANEY LOUISE &
SNYDER MARK RICHARD

APN 205-64-614A
STATE OF ARIZONA



KEYNOTES

- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
- ② 1' PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
- ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.

REF: P21P00021 P22F900009

FINAL PLAT)
ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL M

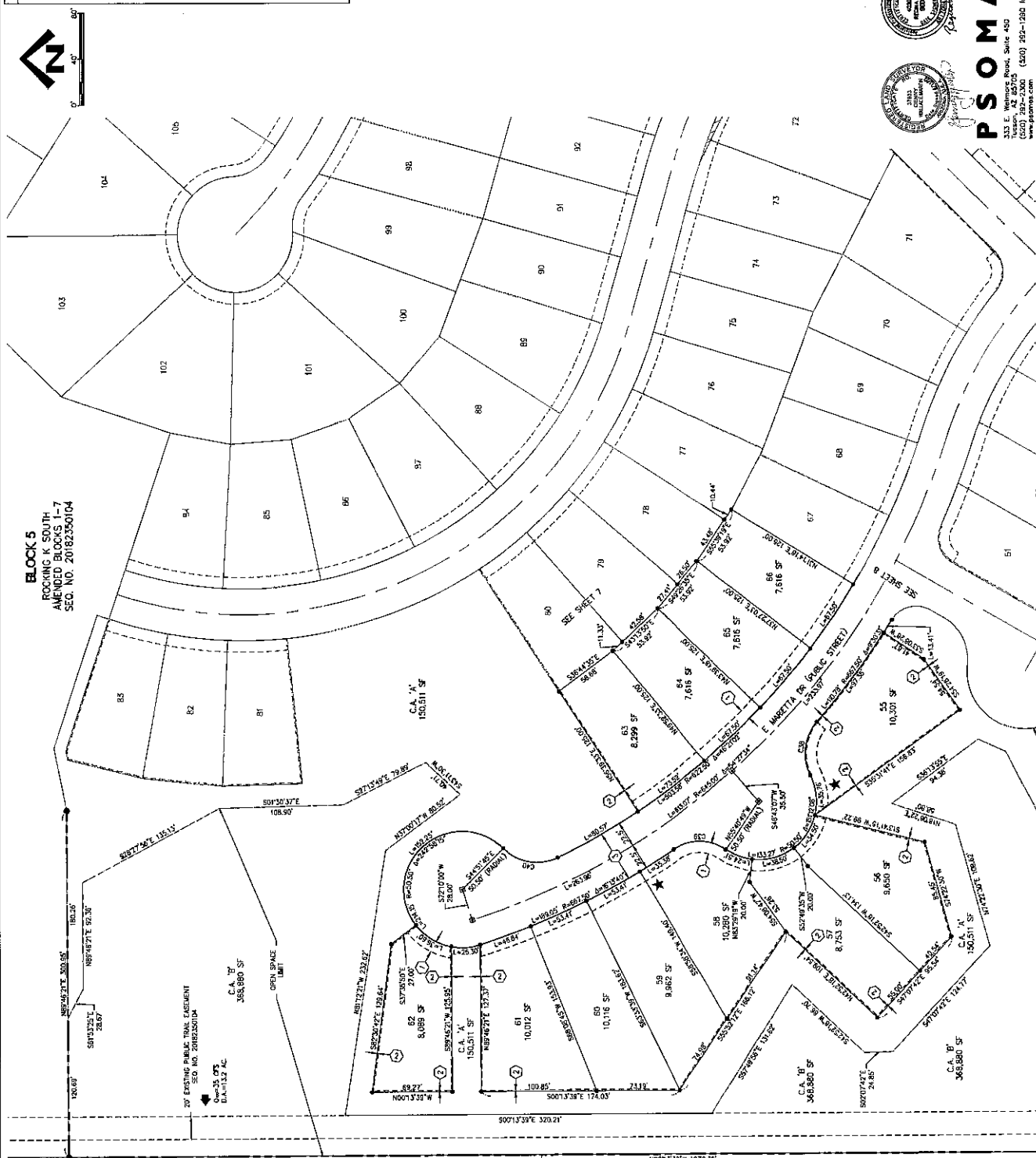
LOTS 1-564, COMMON AREA "X" (TOWNSHIP AND OPEN SPACES),
COMMON AREA "Y" (NATURAL OPEN SPACE & RECREATION),
BEING THE SUCCESSION OF A PORTION OF BLOCK 5 OF THE
AMENDED RECORD OF SOUTH BUCKLE PLAT 320 AND 20TH DIVISION - (LOCATED IN A PORTION OF
SECTION 21 AND SECTION 23 TOWNSHIP 15 SOUTH, RANGE 15 EAST,
CASSIN BEAR COUNTRY ABORIGINAL

PROJ NO: 780C030201
 DATE: MAY 2022
 SCALE: HORIZ 1"=40'
 E.L. = N/A
 9 OF 9



PERSONAS

3333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psames.com



APR 205-64-6370
MOSER MICHAEL B &
JENNIFER S CP/RS

APN 205-64-638A
SNYDER JANEY LOUISE &
SNYDER MARK RICHARD

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

P22FP00009

THIS AGREEMENT is made and entered into by and between Lennar Arizona, 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. 202146-S; 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 Rocking K South Neighborhood 4 Parcel M, Lots 1-164, Common Area 'A' (Drainage and Open Space), Common Area 'B' (Natural Open Space & Riparian Mitigation) 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

SUBDIVIDER:

Lennar Arizona, LLC, an Arizona limited liability company

By: _____
Kevin T. Tarbox
Its: Senior Vice President

ATTEST:

Clerk of the Board

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 202146-S, and not in its corporate capacity

By: _____

Its: Authorized Signer _____

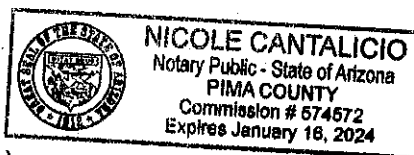
STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 23rd day of May, 2022 by Kevin T. Tarbox, as Senior Vice President of Lennar Arizona, LLC, an Arizona limited liability company ("Subdivider"), an Arizona limited liability company, on behalf of the limited liability company

Notary Public

My Commission Expires:

1/16/2024



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 2 day of June, 2022, by Crystal Salcido, Authorized Signer of Title Security Agency, LLC, ("Trustee"), a Delaware limited liability company, on behalf of the corporation, as trustee under trust number 202146-S.

Notary Public

My Commission Expires:

March 1, 2026

