

## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: 5/7/2024

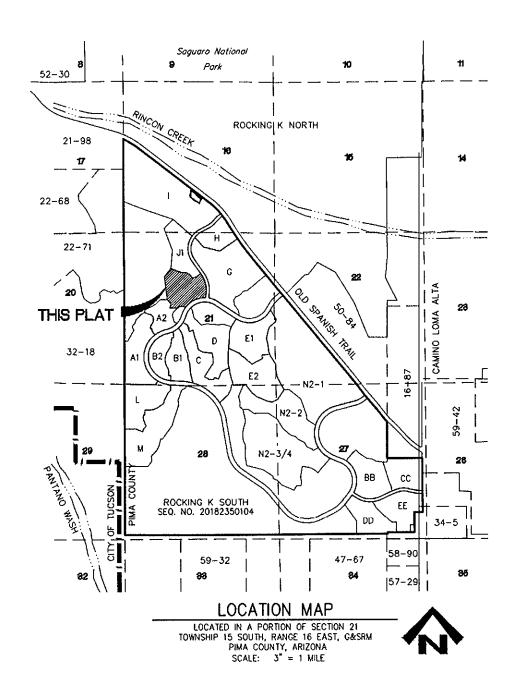
\*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A". \*Title: FINAL PLAT (P23FP00013) ROCKING K SOUTH NEIGHBORHOOD 5 PARCEL J-2: LOTS 76-191, COMMON AREA 'A' & 'B' \*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: **F** 2 **「3 5** ☐ All Department: DEVELOPMENT SERVICES Telephone: 724-6490 Contact: THOMAS DRZAZGOWSKI Telephone: 724-6490

Department Director Signature:

County Administrator Signature:

Deputy County Administrator Signature



P23FP00013

ROCKING K SOUTH NEIGHBORHOOD 5 PARCEL J-2

LOTS 76-191, COMMON AREA "A" & "B"

ASSURANCE	OWNER-TRUSTEE OF ASSESSORS PARCELS	PERMITTING NOTES (CONT.)	52
ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 60380 FROM FIDELITY NATIONAL TITLE AGENCY AS RECORDED IN SEQUENCE NO HAS BEEN	FIDELITY NATIONAL TITLE AGENCY, INC., AN ARIZONA CORPORATION, AS	8 DEVELOPMENT STANDARDS	~~~
PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE.	TRUSTEE UNDER TRUST NO. 60,380, AND NOT IN ITS CORPORATE	MDR - MEDIUM DENSITY RESIDENTIAL (LOTS 76-191)	/
CHAPTER 18.69 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.	BY Rackel universed	I. MINIMUM SITE AREA: 5,000 SQ. FT.  2. MINIMUM AREA PER DWELLING UNIT: 5,000 SQ. FT.	Ì
	BY: <u>Macket / unitable ad</u> RACHEL TURNIPSEED	3. MINIMUM LOT WIDTH: NA	
BY:		4. MAXIMUM BUILDING HEIGHT: 34 FT	
CHAIR, BOARD OF SUPERVISORS DATE PIMA COUNTY, ASIZONA	ITS: TRUST OFFICER DATE: 3-21-2424	<ol> <li>MINIMUM YARD SETBACK REQUIREMENTS:</li> <li>FRONT: 20 FT.</li> </ol>	
LINU COCKETT WHITCHER	, , , , , , , , , , , , , , , , , , ,	b. SIDE: O FT. EACH	
ATTEST:	FOR: ROCKING K DEVELOPMENT COMPANY.	c. REAR: 10 FT.	22
I,, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT		THE ACCESSORY STRUCTURE SETBACK REQUIREMENTS ARE THE FOLLOWING	
THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS THE DAY OF 20	ACKNOWLED CIEMENT	MINIMUM DISTANCES:	
ANIZONA DA INIS INC BAT OF 20	STATE OF ARIZONA SS	MDR.	
	PHIA COUNTY 35.5.	TO MAIN BUILDING: 7 FT. TO PROPERTY LINES: IN ACCORDANCE WITH APPLICABLE PIMA COUNTY	
<del></del>	ON THE 2014 DAY OF THERE WE DESCRIBE HE DESCRIBERY	BUILDING CODES. IN ACCORDANCE WITH APPEICABLE PINA COUNTY	
CLERK, BOARD OF SUPERVISORS DATE	ON THIS 25TH DAY OF MARCH YOU'S BEFORE WE PERSONALLY APPEARED REALL TRANSPOSED WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIGURE NATIONAL TITLE ACCION, INC., AND BEING AUTHORIZED SO TO DO.		
	OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, INC., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.	A FLOORDY AND CHICARN ON THE DEAT COMPONE TO THE ME OF THE OWAR	TI
CERTIFICATION OF SURVEY	CALCULED THE FUNCTIONS INSTRUMENT FOR THE FUNCTUSE INSIDENT.	<ol> <li>FLOODPLAINS SHOWN ON THIS PLAT CONFORM TO TITLE 16 OF THE PIMA COUNTY CODE, FLOODPLAIN AND EROSION HAZARD MANAGEMENT ORDINANCE</li> </ol>	* 1
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY	2 22 2001 The Dan		
SUPERMISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.	MY COMMISSION EXPIRES: 3-22-2040 Mysa bylo-	<ol> <li>THIS PLAT IS SUBJECT TO THE SECOND AMENDED AND RESTATED ROCKING K DEVELOPMENT AGREEMENT RESOLUTION NO. 2018-29. RECORDED AT SEC. NO.</li> </ol>	
HIGH EGGETHAN, SIZE INTO METERIAL AND CONTROLLET MIDTER.	" NOTARY PUBLIC	20181410439 WITH THE PIMA COUNTY RECORDER'S OFFICE.	
	GENERAL NOTES:		
Comment of the Commen		<ol> <li>THE CHIEF ZONING INSPECTOR HAS CONCLUDED THE SIDE ENTRY GARAGES ARE PERMITTED TO ENCROACH INTO THE 20' FRONT SETBACK PROVIDED THAT</li> </ol>	
CENNY WALLACE MARTIN	<ol> <li>THE CROSS AREA OF "PARCEL J-2" IS 33.05 ACRES.</li> </ol>	THE REST OF THE STRUCTURAL MASS OF THE HOME COMPLIES WITH THE 20'	
ARIZONA RECISTRATION NO. 37933	A WEST OF STREET	FRONT SETBACK REQUIREMENTS.	
	<ol> <li>THE BASIS OF BEARING FOR THIS SUBDIVISION:</li> <li>THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 21, BETWEEN</li> </ol>	12. RIPARIAN HABITAT WITHIN THIS PLAT AREA CONFORMS TO THE RIPARIAN	
A CONTRACTOR OF THE PARTY OF TH	MONUMENTS SHOWN HÉRÉIN AND RÉFÉRENCED FROM BK 64 M&P, PG. 85.	HARITAT MAPS IN PIMA COUNTY ORDINANCE 2005-FC2 AND THE APPROVED	·17
CERTIFICATION OF ENGINEERING	AND PLAT SEQUENCE, NO. 20182350104  SAID BEARING BEING: N. 00/25'00" W. AT A. DISTANCE OF 1150.12'.	RIPARIAN MITIGATION PLAN PREPARED BY NOVAK ENVIRONMENTAL, DATED 07/18/22. ALL RIPARIAN AREAS INCLUDING THE MITIGATION AREAS LIE WITHIN	:
I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACKS	SAID BEARING BEING: N 00/25/00" W AT A UISTANGE OF 1150.12.	OPEN SPACE AS DEDICATED ON THIS PLAT.	
SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.	<ol> <li>Total Miles of New Public Streets for "Parcel J-2" = 0.76 Miles.</li> </ol>		
		A. EXISTING ONSITE RIPARIAN HABITAT AREA = 7.89 ACRES	
ecos Francis Inc.	<ol> <li>"PARCEL J-2" LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED HAVED SUPPLY</li> </ol>	B. DISTURBED ONSITE RIPARIAN HABITAT AREA = 1.12 ACRES	
RECINA L'YN BEEM, P.E. ARIZONA REGISTRATION NO. 40206	WATER SUPPLY.	C. RIPARIAN MITIGATION AREA = 1.12 ACRES	
ANIZONA NEDISTRANDIN NO. 40200	5. BLANKET EASEMENTS - PORTIONS OF SECTIONS 16 AND 21 ARE SUBJECT	C. RIPARIAN MITIGATION AREA = 1.12 ACRES	
Pagarage	TO EXISTING ELECTRIC EASEMENTS RECORDED IN DOCKET 1023 AT PAGE	D. THIS PLAT IS SUBJECT TO AN APPROVED RIPARIAN MITIGATION PLAN.	
RECORDING	70 AND IN DOCKET 2003 AT PAGE 352, RECORDS OF PIMA COUNTY.		
STATE OF ARIZONA )		<ol> <li>PRIVATELY OWNED RECREATION AREAS FOR PARCEL J, RECREATION FEATURES AND PARKING IMPROVEMENTS FOR PARCEL J-2. ARE LOCATED WITHIN PARCEL</li> </ol>	
S.S. PIMA COUNTY	PERMITTING NOTES	J-1 AND SHALL BE COMPLETED IN ACCORDANCE WITH THE RECREATION AREA	
- mr. 444111	1. ZONING: THIS PLAT CONTAINS APPROXIMATELY 33.05 ACRES OF LAND	PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 75% OF THE BUILDING PERMITS (87 LOTS) HAVE BEEN ISSUED.	
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PSOMAS ON THIS	RECULATED BY THE ROCKING K AMENDED SPECIFIC PLAN (MDR).	LIGHTS (OF COIS) THAY OCCU ISSUED.	
COUNTY RECORDS.	2. THE LIGG ACRES OF THE ROCKING K SPECIFIC PLAN SOUTH OF OLD SPANISH		
	TRAIL IS SUBJECT TO A MAXIMUM DENSITY CAP OF 2,222 DWELLING UNITS, THE	OLECT ROCK	
DUDGELLA DUTUDEO UELLA	ADJACENT 852 ACRES IS SUBJECT TO THE MAXIMUM DENSITY ALLOWED UNDER	SHEET NOEX	
GABRIELLA CAZARES-KELLY DATE COUNTY RECORDER	CURRENT ZONING OF 1,001 DWELLING UNITS. THIS PLAT CONTAINS AREAS DEFINED AS SENDING AREAS AND RECEIVING AREAS SUBJECT TO THE	SHEET DESCRIPTION	
	TRANSFER OF DEVELOPMENT RIGHTS (TOR) ORDINANCE (CHAPTER 18.92 OF THE	COVER SHEET, NOTES, LEGEND	
DEDICATION	PIMA COUNTY ZONING CODE) WHICH PROVIDES FOR MODIFICATION OF THESE	2 PARCEL BOUNDARY MAP	LEGEND
WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT. AND WE CONSENT TO THE	DENSITY CAPS AS DETAILED IN THE JUNE 5, 2018 MEMO ACKNOWLEDGED AND AGREED TO BY PIMA COUNTY PLANNING OFFICIAL ON JUNE 15, 2018, THIS		
SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON,	PLAT INCLUDES A TOR TRACKING TABLE, NEIGHBORHOOD 5 USES D TOR LOTS.	3-7 PLAN SHEETS	1 LOT NUM
WE THE UNDERSIONED DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD			(2) KEYNOTI
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	<ol> <li>GROSS DENSITY IS: "PARCEL J-2" = 3.5 (116 LOTS/33.05 AC).</li> </ol>	OWNER	SURVEY
THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR	A SERVED FOR AREA OF DURINING COD PROPERTY OF THE COMMON TO	FIDELITY NATIONAL TITLE AGENCY, INC.	I*I REGISTE COMPLE
DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.	<ol> <li>AVERAGE LOT AREA PER DWELLING FOR "PARCEL J-2" IS 5,619 SQ. FT.</li> </ol>	TRUST NO. 60380 6245 E BROADWAY BLVD., SUITE 180	1/2" RE
WE HEREBY DEDICATE, AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS.	5. THE USE OF THIS PLAT IS SINGLE FAMILY DETACHED RESIDENTIAL AS	TUCSON, AZ 85711	1/2 RE
WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS	PERMITTED IN ACCORDANCE WITH THE APPROVED SPECIFIC PLAN FOR ROCKING	(520) 751-2911	COMPLE
SHOWN HEREON FOR THE PURPOSES OF ACCESS FOR INSTALLATION AND MAINTENANCE OF	K (APPROVED ON DECEMBER 18, 1990 AND AMENDED ON SEPTEMBER 16,	ATTN: DAN COWGILL	O FOUND S
PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.	1997).		

THIS PLAT WILL USE TRANSFER OF DENSITY RIGHTS (TUR) PER PINA COUNTY CODE 18.92. AREAS WITHIN THE SPECIFIC PLAN WILL USE MOR DEVELOPMENT STANDARDS AND AREAS OUTSIDE OF THE SPECIFIC PLAN WILL USE TR DEVELOPMENT STANDARDS (RESIDENTIAL USE ONLY).

NATURAL OPEN SPACE AS SHOWN ON THE ROCKING K SOUTH, AMENDED

BLOCKS 1-7, MASTER BLOCK PLAT ENCOMPASSES 648 ACRES (31.5%) OF

O (ZERO) ACRES OF ON LOT NATURAL OPEN SPACE (SEE NATIVE PLANT

BLOCKS 1-7, MASTER BLOCK FLAT ENCOUPASSES 469 ACRES (21 203 OF COMMUNITY MATRIAL OPEN SACE, AN ADDITIONAL SO ACRES OF ON LOT NATURAL OPEN SPACE WILL BE DESIGNATED AT THE TIME OF HIDMONIA SUBMINISHM PATE, THIS NEIGHBRICKS 5 — PARKEL J-2 SUBMONISH PLAT MOORES THE PLATTEON MATURAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AN ENGLISHMENT OF MATURAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AN ADDITIONAL OPEN SPACE WHICH INCLUDES AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE WHICH INCLUDES AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLUDE AND ADDITIONAL OPEN SPACE AS SHOWN HEREON TO INCLU

INVENTORY AND NATURAL OPEN SPACE MITIGATION PLANS FOR NATURAL OPEN

SPACE CALCULATIONS). THIS NATURAL OPEN SPACE FULFILLS THE "REQUIRED NATURAL OPEN SPACE" REQUIREMENT FOR THE LANDUSE DESIGNATIONS FOR

NEIGHBORHOOD 5 - PARCEL J-2, AS SPECIFIED IN CHAPTER III-E OF THE ROCKING K AMENDED SPECIFIC PLAN.

DEVELOPER

(520) 577-0200 ATIN: ROBERT TUCKER

ROCKING K DEVELOPMENT COMPANY 2200 E. RIVER RD. SUITE 115 TUCSON, AZ 85718

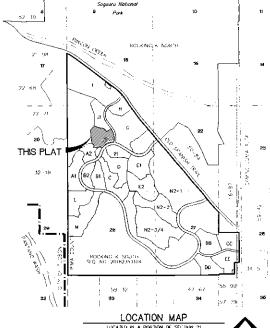
COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANITED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE

INSTALLATION AND MAINTENANCE OF ABOVECROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

THE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COMEANTS, CONDITIONS, AND RESTRICTIONS RECORDED HORSE SOCIENCE NO. 1905/220776, AND THE TRACT DECLARATION RECORDED HORSE PLAT AT SEQUENCE NO. 1905/220776, AND THE OFFICE OF the PMAN COUNTY RECORDER TO ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR EDUTION, MAINTENANCE, AN MAJORIE HAVES AND LIFERITY FOR THE COMMON AREAS, TO REQUEE PRIVATE DEPARTMENTAL PLATE EASTERNATE, AND THE THIS SUBJECTION OF THE OWNER OF THE PROPERTY OF THE OWNER OF THE PROPERTY OF THE OWNER OF THE PROPERTY OF THE OWNER OF THE OWNER OF THE PROPERTY OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OWNER.

PURSUANT TO THE PROMSIONS OF ARS 33-404, NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST IS: FIDELITY NATIONAL TITLE ACENCY, INC., ANATIONAL ORDEROFATION UNDER TRUST NO. 10,371, 10,773, 1073 AND 30,096. CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION UNDER TRUST NO. 12,099, AURISO PROPERTIES N.C., AN ARIZONA CHICAGO ORDEROFATION, LUCSOM MOUNTAIN INVESTORS, LL.C., AN ARIZONA LIMITED LIABULT, ROCKING K HOLDINGS LIMITED PARTICESHEP, AN ARIZONA LIMITED LIABULT, ROCKING K HOLDINGS LIMITED PARTICESHEP, AN ARIZONA CHICAGO PROCESSION OF CONTROL OF THE MODIFICATION ACRES OF THE MODIFICATION ACRES OF THE MODIFICATION ACRES. PINA ODLORY CHICAGO PROCESSION ASSETTION ASSETTION.

BENETICIARY



LOCATED IN A PORTION OF SECTION 21 TOWNSHIP 15 SOUTH, RANGE 16 EAST, G&SRM PIMA COUNTY, ARIZONA SCALE: 3" = 1 MILE SEO, NO. 20202530421 C SEQ. NO. 20191910224 E1 SEQ. NO. 20191910249 A2 SEO, NO. 20202530424 D SEQ. NO. 20191910236 E2 SEQ. NO. 20191910272 SEO, NO. 20202530422 BB SEQ. NO. 20220830268 N2-1 SEQ. NO. 20222310045

-1111

Ĥ1 82 SEQ, NO. 20202530423 DD SEQ, NO. 20220330285 N2-2 SEQ NO. 20232070181 EE SEQ. NO. 20221220432 CC SEQ. NO. 20221220430

SEQ. NO. 20221810722 M SEQ. NO. 20222220600

Y MONUMENT TO BE SET BY A ERED LAND SURVEYOR AT ETION OF PAVING,

REBAR TO BE SET BY A ERED LAND SURVEYOR AT TION OF GRADING

SURVEY MONUMENT, AS NOTED

SET 1/2" REBAR TAGGED "RLS 37933"

951 BOUNDARY LINE NUMBER -

BOUNDARY CURVE NUMBER -SEE CURVE DATA TABLE

1.1 LINE NUMBER - SEE LINE DATA TABLE

C1

CURVE NUMBER - SEE CURVE DATA TABLE

(%) RADIAL BEARING

EROSION HAZARD SETBACK 100 YEAR FLOODPLAIN CENTERLINE -----OPEN SPACE RIGHT-OF-WAY LINE BLOCK BOUNDARY EASEMENT LINE SECTION LINE PARCEL BOUNDARY ROCKING K SOUTH BOUNDARY 404 PERMIT RESTRICTIVE COVENANT \* GENERAL ACCESS LOCATION XERORIPARIAN B 7/////// XERORIPARIAN C RFF: P22TP00005 P23FP00013 FINAL PLAT

SIGHT VISIBILITY EASEMENT

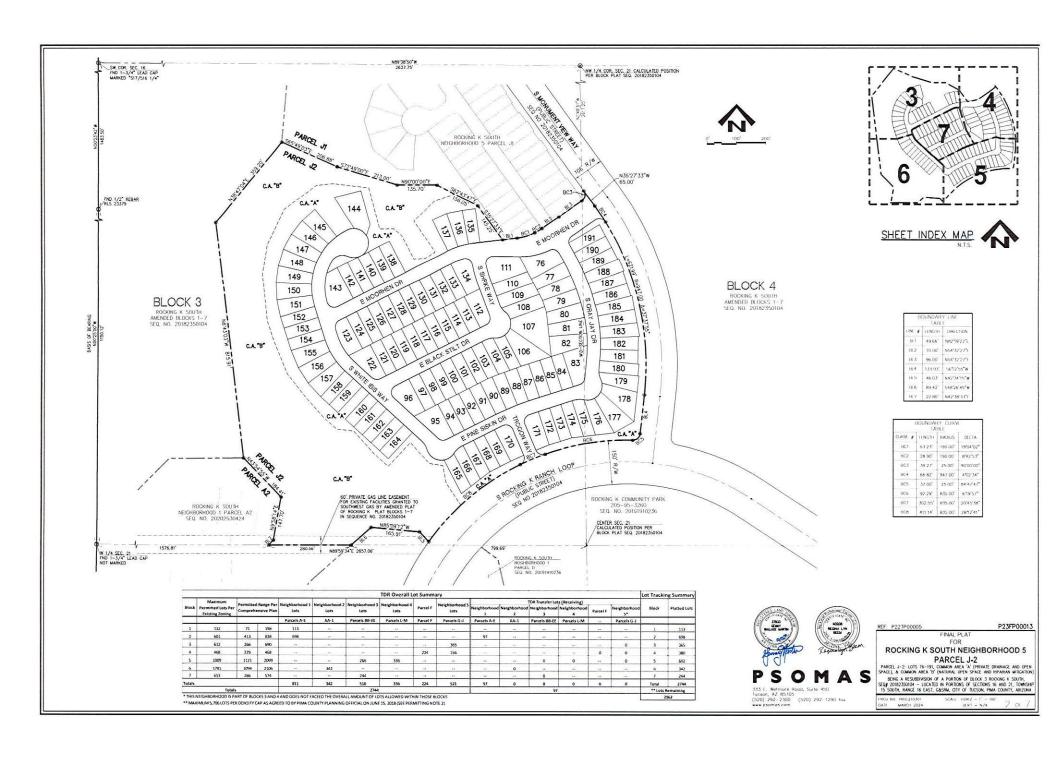
FOR ROCKING K SOUTH NEIGHBORHOOD 5 PARCEL J-2

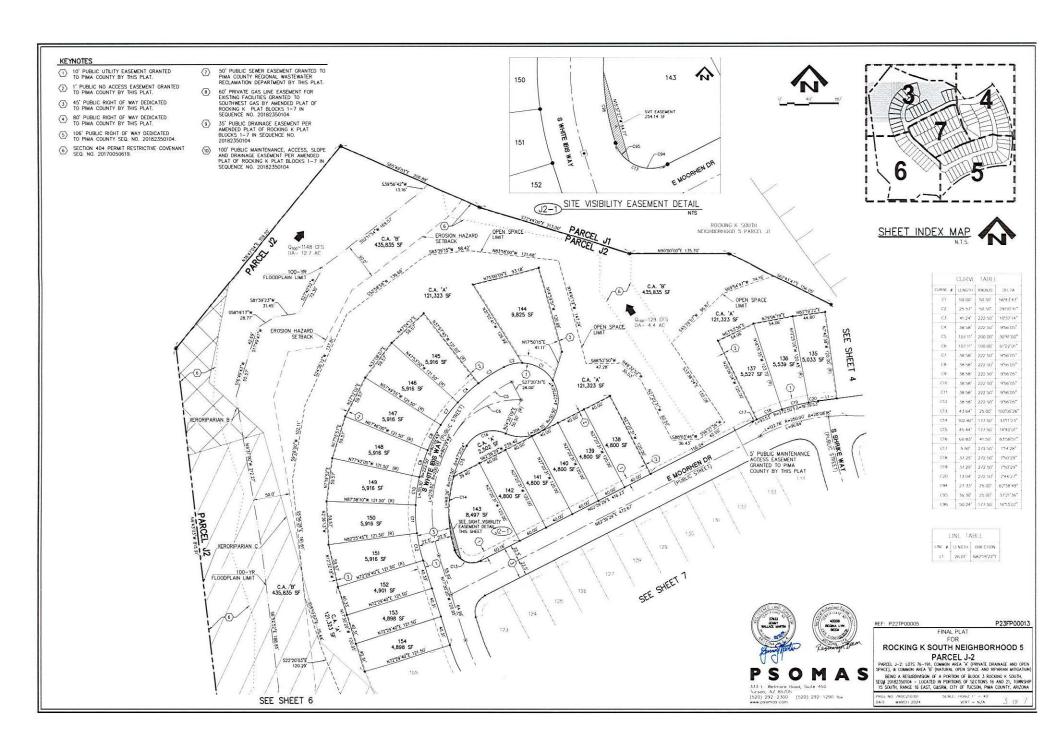
PARCEL J-2: LOTS 76-191, COMBON AREA "A" (PRIMATE ORABIACE AND OPEN SPACE), & COMBON AREA "B" (NATURAL OPEN SPACE AND (OPARIAN MITIGATION) BEING A RESUBDIVISION OF A PORTION OF BLOCK 3 ROCKING K SOUTH, SEQY 20182350104 - LOCATED IN PORTIONS OF SECTIONS IS AND 21, TOWNSHIP IS SOUTH, RANCE 16 EAST, CASRM, DEY OF RUCSON, PIMA COUNTY, ARIZOKA

risku vo vikičinotal SCALE HORY - N/A MARCH 2021

**PSOMAS** 555 1 Wetmore Road, Suite 450 Junean AZ 25/6/5

(520) 292 2500 (520) 292 1290 tox





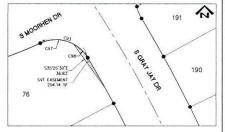


	CURVE	TABLE			CURVE	TABLE	
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA.
C21	25 93	250 00"	5'56'.96"	C68	15.97	66.50	14'37'06"
C22	65 23"	190,00	19'04'02"	CBS	18,22	66 50"	15'41'54"
C2.5	28.90	190.00	6'42'55"	0.70	35,19	bb 50°	3019'00"
C24	39.27	25 00"	90'00'00"	C71	30.68	50.50	34'48'37'
C25	41.0.5	25.00"	94'02'34"	C/2	.10.46	50.50	34"35"31"
C26	27 93	25.00	64"00"26"	07.5	30 46	50.50"	34"33"31"
C21	2/95	25.00	64'00'26"	CHS	40.72	497.50	4'41'24"
C2B	9.37	25.00"	21'28'46"	C86	55 25	497.50	6'21'40"
C29	29.90"	801.00	2'08'18"	C87	31.80	497.50	3'39'44"
C30	39 03	801.00"	2"47"30"	C88	21:36	756 00"	1'37'07"
C.51	39.03	801.00	2'47'50"	C89	50.55	756.00	5'48'52"
C52	39.03	801.00	2"47".50"	090	50.33	756.00	3'48'52"
C.5.5	39.05	801.00	2*47'50"	C91	50.35	756 00	5'48'52"
C34	59.G5°	801.00	2'47'30"	092	35.91	756 00	24517
C.55	38.38	542 50"	4'03'11"	093	36 96	25.00	84'41'54'
0.36	38.17	542.50	4703'10"	C97	23.65	25.00	54'11'54'
C3/	38.37	542 50"	4'03'10"	C98	13.31	25.00	30"29"59
C38	38.37	542.50	410.5110*	C99	24.02	756 00"	1'49'15"
€66	45.46	25.00	10474'07"	C100	11.89	/56.00	0"54"03"
C6/	70.66	577.50	7'00'59"	C101	10 37	25.00	25'59'07

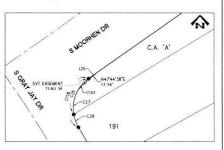
ŗ	- <i>7</i> -,			-
1		3	M	1
i\ 1				*
-	17			可
i	6		TITTO	5
Ĺ	_ <u>'</u> _	<u>~</u> _	<u> </u>	_
	SHEET	INDE)	K MAP	4



	LINL I	-
LINE #	(INGD)	DIRECTION
1.2	28.87	N27"22"59" W
1.3	14.35	52/'22'59'E
14	45.33	N27'22'59"W
15	24.62	527'72'59"E
16	21.81	518*22*27*E
17	20.46	518'22'27"E
125	7.59	554'52'2/" w



# J2-2 SITE VISIBILITY EASEMENT DETAIL



J2-3 SITE VISIBILITY EASEMENT DETAIL



555 E. Wetmore Road, Suite 450 Tucson, AZ 85705 (520) 292 2300 (520) 292 1290 for exe psomas com

REF: P22TP00005

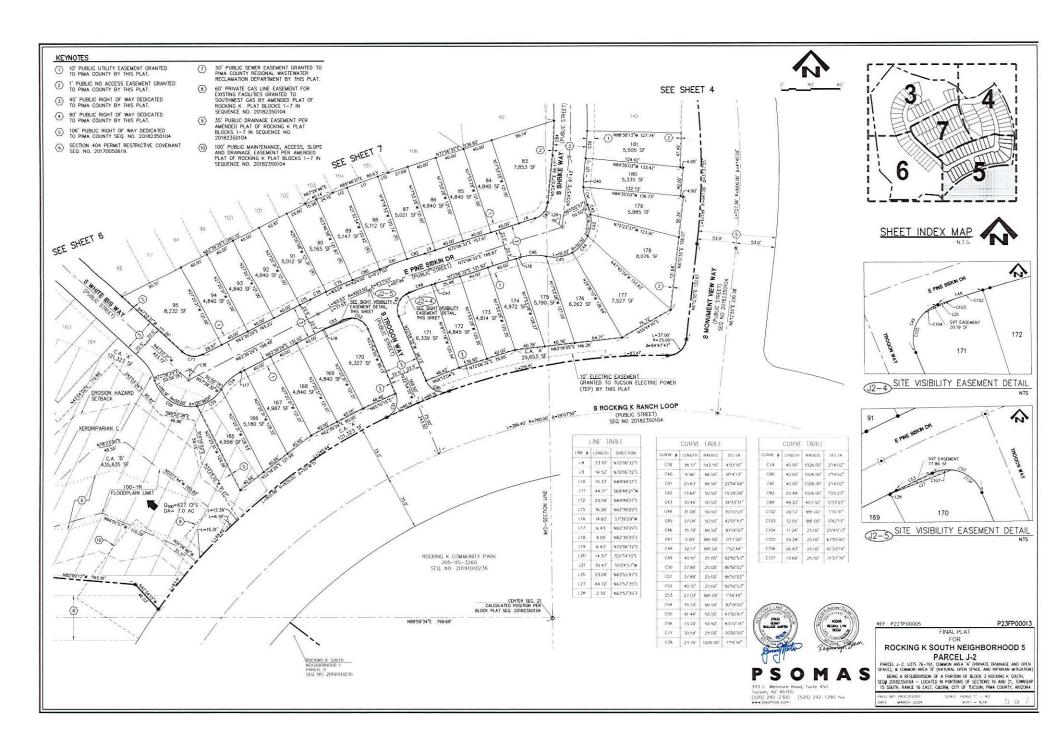
P23FP00013

FINAL PLAT

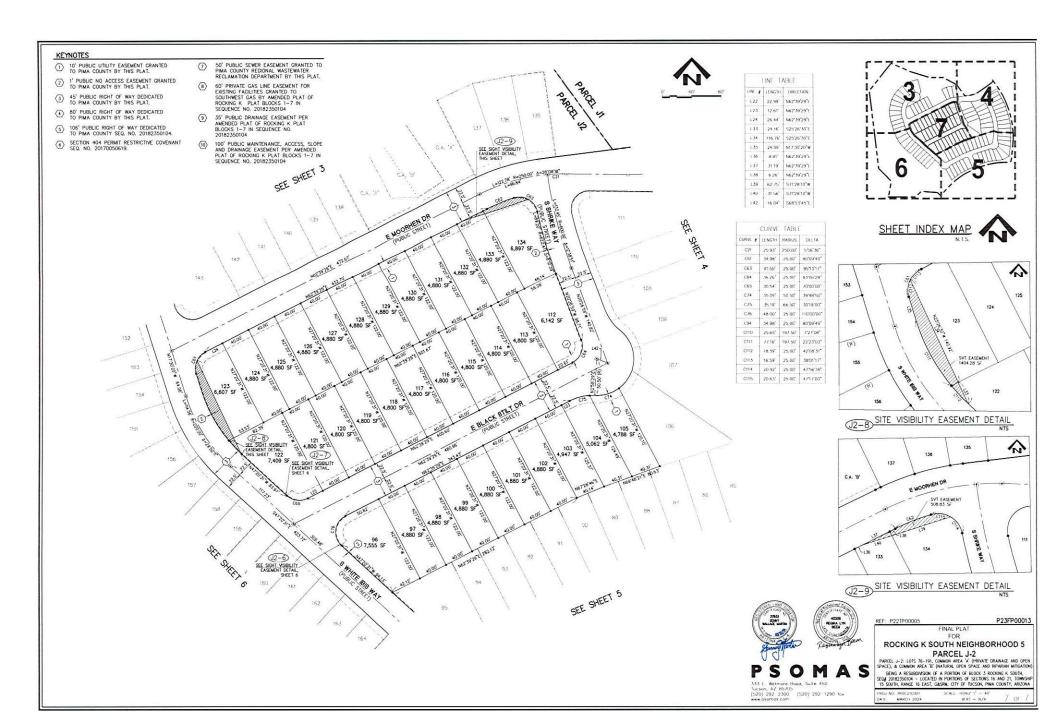
ROCKING K SOUTH NEIGHBORHOOD 5

PARCE J.-2. DIS 76-191, COMUNI AREA X (PRIVATE DRAMACE AND GEN SPACE), A COMUNI AREA TÉ (INCATURE CENT SPACE AND EPRARMA MINICATION, SERIE A RESIGNOSION OF A PORTION OF SERION, 3 ROCORIO, SI SUDIN, SERIE A RESIGNOSION OF A PORTION OF SERION, 3 ROCORIO, SI SUDIN, SERIE A RESIGNOSION OF A PORTION OF SERIONS 16 AND 72, TOWN-951 10 SOUTH, ARMACE 16 FAST, CALCINI, OTT OF TRUCKING, PARA COUNTY, ARIZONA

SCALE HONZ 1" - 40 VERT - N/A







# ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P23FP00013

THIS AGREEMENT is made and entered into by and between <u>SEE ATTACHED LIST OF SUBDIVIDERS</u> or successors in interest ("Subdivider"), <u>FIDELITY NATIONAL TITLE AGENCY</u>, <u>INC.</u>, an Arizona corporation ("Trustee"), as trustee under Trust No. <u>60,380</u>; 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 al	ll of the real pr	roperty which is t	he subject of the
subdivision plat ("the Subdivision Plat") identified	as ROCKING	K SOUTH NEI	GHBORHOOD 5
PARCEL J-2, LOTS 76 THROUGH 191, COMMON	N AREA "A" (F	RIVATE DRAIN.	AGE AND OPEN
SPACE), & COMMON AREA "B" (NATURAL			
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 inlieu 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.

20, which is the date of app	proval of this agreement by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: SEE ATTACHED SIGNATURE PAGES
	By:
Chair, Board of Supervisors	Its:
ATTEST:	TRUSTEE: FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,380, and not in its corporate capacity
7111201.	By: Rachel Lurnipsue Rachel Turnipseed
Clerk of the Board	Its: Trust Officer
STATE OF ARIZONA ) County of Pima )	
	acknowledged before me this day of SEE ATTACHED NOTARY
	ona corporation, on behalf of the corporation.
My Commission Expires:	Notary Public
Action of the second of the se	
STATE OF ARIZONA ) County of Pima )	
20 <u>24,</u> by <u>Rachel Turnipseed</u> of <u>F</u>	ridelity National Title Agency, Inc., ("Trustee"), an Arizona coration, as trustee under trust number 60,380.
	Elle July
My Commission Expires:	Notary Public
May 18, 2027	ELSA P SHANAHAN Notary Public - Artzona Pina County Commission # 648310 My Comm. Exp. May 18, 2027

### SIGNATURE PAGES FOR ASSURANCE AGREEMENT

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 10,730, and not in its corporate capacity

By:

By:

Back Littripped

Its: Trust Officer

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 10,773, and not, in its corporate capacity

Rachel Turnipseed

Its: Trust Officer

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation as Trustee under Trust No. 10,871, and not in its corporate capacity

Rachel Turnipseed

Its: Trust Officer

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 30,096, and not in its corporate capacity

Rachel Turnipseed

Its: Trust Officer

#### CONTINUED SIGNATURE PAGES FOR ASSURANCE AGREEMENT

FIDELITY NATIONAL TITLE AGENCY, INC., SUCCESSOR TO TICOR TITLE AGENCY OF ARIZONA, INC., CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation as Trustee under Trust No. 12099, and not in its corporate capacity SUCCESSOR BY MERGER BY TICOR TITLE AGENCY OF ARIZONA, INC., an Arizona corporation

Rachel Turnipseed

Its: Trust Officer

AURIGA PROPERTIES, INC., an Arizona corporation

Chad Kolodisner
Its: Vice President

TUCSON MOUNTAIN INVESTORS L.L.C., an Arizona limited liability company

By: Diamond Ventures, Inc., an Arizona corporation as Manager

By: Chad Kolodisner

Its: Vice President

ROCKING K HOLDINGS LIMITED PARTNERSHIP, an Arizona Limited Partnership

By: Diamond Ventures, Inc., an Arizona corporate as General Partner

Chad Kolodisner

Its: Vice President

#### CONTINUED SIGNATURE PAGES FOR ASSURANCE AGREEMENT

RINCON VALLEY HOLDINGS LIMITED PARTNERSHIP, an Arizona limited partnership By: Rincon Valley Properties, Inc., an Arizona corporation as General Partner Chad Kolodisner Its: Vice President ROCKING K DEVELOPMENT COMPANY, INC., an Arizona corporation Chad Kolodisner Its: Vice President STATE OF ARIZONA County of Pima The foregoing instrument was acknowledged before me this 26 day of \_\_\_\_\_\_\_ 2024, by Rachel Turnipseed, Trust Officer of FIDELITY NATIONAL TITLE AGENCY, INC. ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust numbers 10,730, 10,773, 10,871, 30,096 and 12,099. Notary Public ELSA P SHANAHAN Notary Public - Arizona

Pima County Commission # 648310 My Comm. Exp. May 18, 2027

## CONTINUED SIGNATURE PAGE FOR ASSURANCE AGREEMENT

STATE OF ARIZONA	)	
County of Dimen	) ss.	
County of Pima	)	ath and t
		ne this 25 <sup>th</sup> day of March, PROPERTIES, INC., an Arizona corporation;
liability company; Diamo	ond Ventures, Inc., an Arizona	TAIN INVESTORS L.L.C., an Arizona limited corporation, as General Partner of ROCKING imited Partnership; Rincon Valley Properties,
		ON VALLEY HOLDINGS LIMITED
	•	ROCKING K DEVELOPMENT COMPANY,
INC., an Arizona corpora	ation.	
OF	FFICIAL SEAL AMY COX	
My Comm. I	MA COUNTY OMM# 646689 Expires June 27, 2027	Notary Public
My Commission Expires	<u>*************************************</u>	(Notary Fublic
June 27, 202	<u>†</u>	