



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 4/5/2022

**= Mandatory, information must be provided*

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

***Title:**

Rocking K South, Neighborhood 3, Parcel CC, Lots 1-123, Common Areas "A and B" (P22FP00001)

***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

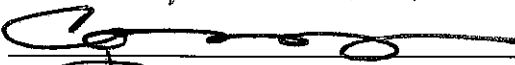
Department: Development Services

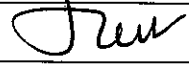
Telephone: 724-6490

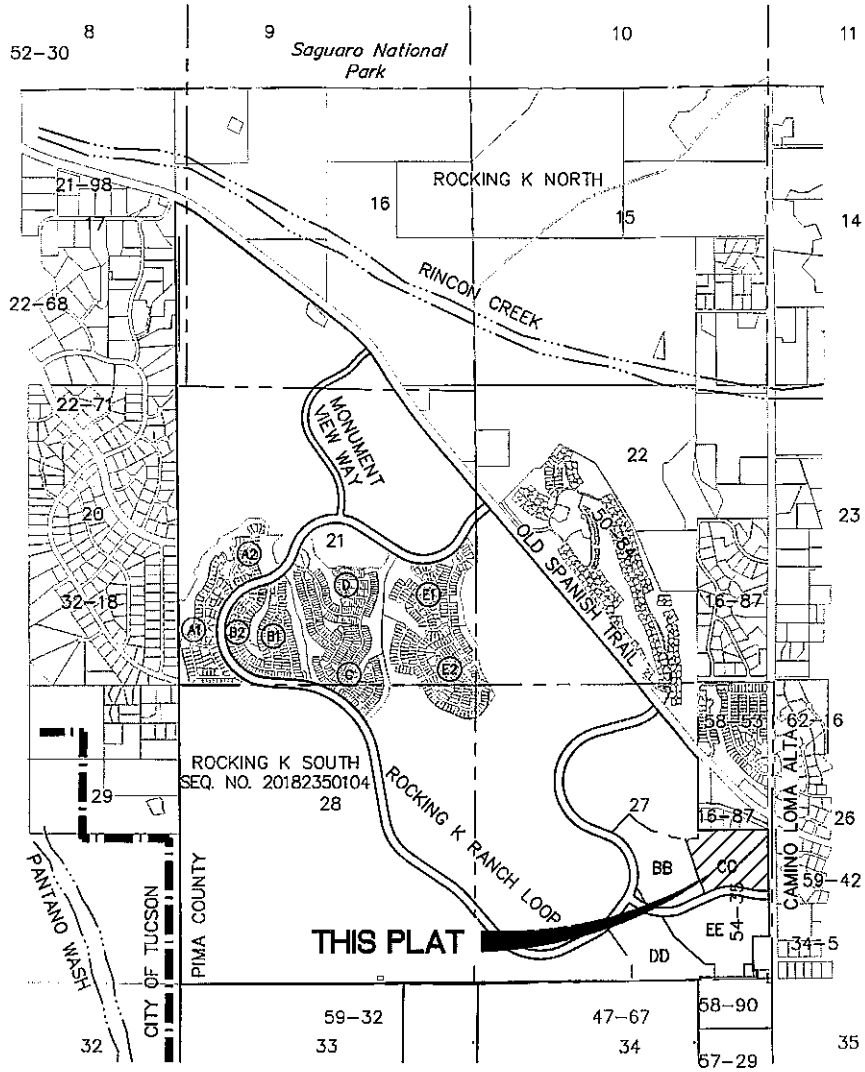
Contact: Thomas Drzazgowski

Telephone: 724-9522

Department Director Signature:  Date: March 4, 2022

Deputy County Administrator Signature:  Date: 3/15/2022

County Administrator Signature:  Date: 3/16/2022



LOCATION MAP
 LOCATED IN SECTION 27
 TOWNSHIP 15 SOUTH, RANGE 16 EAST, G&SRM
 PIMA COUNTY, ARIZONA
 SCALE: 3" = 1 MILE



P22FP00001

Rocking K South

Neighborhood 3, Parcel CC

Lots 1-123 & Common Areas "A & B"

ASSURANCE BE FORN AS A THIRD PARTY TRUST AGENT, TRUST NO. 20827-1 FROM TITLE SECURITY AGENCY OF ARIZONA, LLC AS RECORDED IN SEQUENCE NO. 15099928. THIS INSTRUMENT HAS BEEN PREPARED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 16.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CLARA BOARD OF SUPERVISORS PIMA COUNTY, ARIZONA

DATE: _____

TRUST OFFICER DATE: 11/27/2023

FOR: FORESTAR (USA) REAL ESTATE GROUP, INC.

ACKNOWLEDGMENT STATE OF ARIZONA

STATE OF ARIZONA } S.S.

PIMA COUNTY } S.S.

ON THIS 27th DAY OF NOVEMBER 2023, BEFORE ME PERSONALLY APPEARED FORESTAR (USA) REAL ESTATE GROUP, INC., A CORPORATION OF THE STATE OF ARIZONA, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF THE FORESTAR TRUST DATED AND FILED IN PIMA COUNTY, ARIZONA, AND EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 11/27/2025

GENERAL NOTES

- THE GROSS AREA OF "PARCEL CC" IS 30.75 ACRES.
- THE BASES OF BEARING FOR THIS SUBDIVISION ARE AS SHOWN ON THE PLAT AND ARE CORRECTLY SHOWN.
- TOTAL AREA OF NEW PUBLIC STREETS FOR "PARCEL CC" IS 0.78 ACRES.
- "PARCEL CC" LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- BLANKET EASEMENTS - PORTIONS OF BLOCKS 5 AND 7 ARE SUBJECT TO BLANKET EASEMENTS RECORDED IN DOCKET 9874 AT PAGE 1998, A PARTIAL RELEASE OF EASEMENT RECORDED IN DOCKET 1023 AT PAGE 70.
- EASEMENTS NOT APPLICABLE TO THIS PLAT - PORTIONS OF EASEMENTS RECORDED IN DOCKET 8974 AT PAGE 1998, A PARTIAL RELEASE OF EASEMENT RECORDED IN DOCKET 1023 AT PAGE 70, AN EXISTING WATERLINE EASEMENT RECORDED IN DOCKET 10252 AT PAGE 2433, AN EXISTING WATERLINE EASEMENT RECORDED IN DOCKET 10685 AT PAGE 1122 AND AN EXISTING WATERLINE EASEMENT RECORDED IN SEQUENCE NUMBER 20212765971.
- THE AMENDED PLAT OF ROCKING K SOUTH BLOCKS 1-7 RECORDED IN SEQUENCE NUMBER 2012250144 CAN NOT BE SHOWN IN ITS ENTIRETY. ALL PERTINENT INFORMATION AND EASEMENTS ON THIS PLAT ARE SHOWN.

PERMITTING NOTES (CONT.)

- THIS PLAT WILL USE TRANSFER OF DENSITY RIGHTS (TDR) PER PIMA COUNTY CODE 16.02. AREAS WITHIN THE SPECIFIC PLAN WILL USE MOR DEVELOPMENT STANDARDS AND AREAS OUTSIDE OF THE SPECIFIC PLAN WILL USE TDR DEVELOPMENT STANDARDS (RESIDENTIAL USE ONLY).
- NATURAL OPEN SPACE AS SHOWN ON THE ROCKING K SOUTH AMENDED BLOCKS 1-7 MASTER BLOCK PLAT ENCOMPASSES 546 ACRES (21.5%) OF NATURAL OPEN SPACE. AN ADDITIONAL 50 ACRES OF ON LOT NATURAL OPEN SPACE WILL BE DESIGNATED AT THE TIME OF INDIVIDUAL LOT EASEMENTS. THE PLATED NATURAL OPEN SPACE WHICH INCLUDES AN ADDITIONAL 17.25 TOTAL ACRES OF NATURAL OPEN SPACE WHICH INCLUDES AN ADDITIONAL 0.50 ACRES OF NATURAL OPEN SPACE SHALL BE MAINTAINED AND NATURAL OPEN SPACE UTILIZATION SHALL BE LIMITED TO THE "RECORDED NATURAL OPEN SPACE" REQUIREMENT FOR LANDUSE DESIGNATIONS FOR RECREATION. AS SPECIFIED IN CHAPTER 16-E OF THE ROCKING K AMENDED SPECIFIC PLAN.
- DEVELOPMENT STANDARDS
 - MINIMUM LOT AREA: 4,500 SQ. FT.
 - MINIMUM LOT AREA PER DWELLING UNIT: 1,000 SQ. FT.
 - MINIMUM LOT WIDTH: 40 FT.
 - MAXIMUM BUILDING HEIGHT: 34 FT.
 - MINIMUM SITE SETBACK REQUIREMENTS:
 - FRONT: 20 FT.
 - SIDE: 20 FT. EACH
 - REAR: 20 FT.
 - WITH THE EXCEPTION OF PERMETER SIDE SETBACKS, ZERO LOT-LINE SETBACK TO PIMA COUNTY BUILDING CODES (TITLE 15), SUBJECT TO PIMA COUNTY BUILDING CODES (TITLE 15), SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SITE VISIBILITY REQUIREMENTS OR THE ZONING DESIGNATION SETBACKS, WHICHEVER ARE GREATER.

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.

DEAN WALLACE MARIN, P.L.S. ARIZONA REGISTRATION NO. 37933

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE EROSION LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION.

REGINA LYNN BIEK, P.E. ARIZONA REGISTRATION NO. 40206

RECORDING

STATE OF ARIZONA } S.S.

PIMA COUNTY } S.S.

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

GABRIELLA CAZARES-KELLY DATE: _____

COUNTY RECORDER

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING AN INTEREST IN THE LAND SHOWN ON THE PLAT AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE THE UNDERSIGNED DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND AGENTS FROM ALL CLAIMS, DAMAGES AND LOSSES OF ANY KIND AND KINDS, INCLUDING BUT NOT LIMITED TO, DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

WE HEREBY DEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC STREETS, ROADS, PARKS, AND ALLEYS.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSES OF WATER, GAS, AND SEWER SERVICE, AS DESIGNATED BY THIS PLAT.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS FOR PRIVATE USE AND CONFORMANCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC UTILITIES.

TO THE LAND OF ALL COMMON AREAS SHALL BE RESTRICTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER SEQUENCE NO. 2019227276, AND THE TRACT DECLARATION RECORDED AT SEQUENCE NO. 2019227276, WHICH SHALL BE FULLY FUNCTIONAL BY THE TIME OF RECORDATION. WE SHALL ACCEPT THE RESPONSIBILITY FOR CONTINUAL MAINTENANCE, AD VALOREM TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE DRAINAGEWAYS, AND PRIVATE EASEMENTS, WITHIN THIS SUBDIVISION.

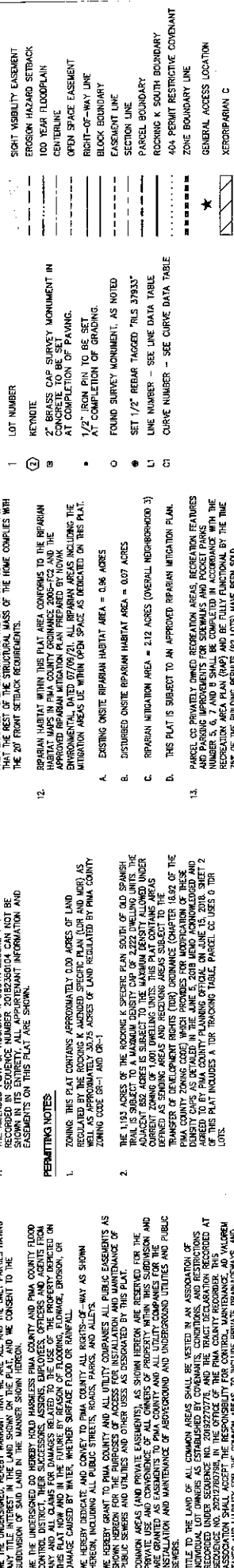
BENEFICIARY

PURSUANT TO THE PROVISIONS OF ARS 33-404, NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST IS: TITLE SECURITY AGENCY OF ARIZONA, LLC A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST 201827-1, FORESTAR (USA) REAL ESTATE GROUP, INC. A DELAWARE CORPORATION

PERMITTING NOTES (CONT.)

- EXISTING ON-SITE RIPARIAN HABITAT AREA = 0.96 ACRES
- DISTURBED ON-SITE RIPARIAN HABITAT AREA = 0.07 ACRES
- REPAIRED MITIGATION AREA = 212 ACRES (OVERALL RECREATION) 3)
- THIS PLAT IS SUBJECT TO AN APPROVED REPAIR MITIGATION PLAN.

PARCEL CC PRIVATELY OWNED RECREATION AREAS RECREATION FEATURES NUMBER 5256 AND 5257 SHALL BE COMPLETED IN ACCORDANCE WITH THE RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 75% OF THE BUILDING PERMITS (62 LOTS) HAVE BEEN SOLD



LEGEND

| | |
|----|--|
| 1 | LOT NUMBER |
| 2 | KEYNOTE |
| 3 | 2" BELLEVUE CAP SURVEY MONUMENT IN CONCRETE TO BE SET AT COMPLETION OF PAVING. |
| 4 | 1/2" IRON PIN TO BE SET AT COMPLETION OF GRADING. |
| 5 | FOUND SURVEY MONUMENT, AS NOTED |
| 6 | SET 1/2" REDBAY TAGGED "6LS 37933" |
| U | LINE NUMBER - SEE LINE DATA TABLE |
| C1 | CURVE NUMBER - SEE CURVE DATA TABLE |

SIGHT VISIBILITY EASEMENT

| | |
|------|---------------------------------|
| ---- | EROSION HAZARD SETBACK |
| ---- | 100 YARD FLOODPLAIN CENTERLINE |
| ---- | OPEN SPACE EASEMENT |
| ---- | RIGHT-OF-WAY LINE |
| ---- | BLOCK BOUNDARY |
| ---- | EASEMENT LINE |
| ---- | SECTION LINE |
| ---- | PARCEL BOUNDARY |
| ---- | ROCKING K SOUTH BOUNDARY |
| ---- | 40A PERMIT RESTRICTIVE COVENANT |
| ---- | ZONE BOUNDARY LINE |
| ---- | GENERAL ACCESS LOCATION |
| ★ | XXXXXXXXXXXXXXXXXXXX |

LOCATION MAP

SECTION 9, 10, 11, 14, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35

SECTION 9, 10, 11, 14, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35

SECTION 9, 10, 11, 14, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35

SECTION 9, 10, 11, 14, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35

SEE P212P0001B P22PF00001

FINAL PLAT

ROCKING K SOUTH NEIGHBORHOOD 3 PARCEL CC

WEST-BL. COMMON AREA (TANQUE AND OPEN SPACE), COMMON AREA (OPEN SPACE AND OPEN SPACE), OPEN SPACE (OPEN SPACE AND OPEN SPACE), OPEN SPACE (OPEN SPACE AND OPEN SPACE)

FOR A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF THIS INSTRUMENT, REFER TO THE INSTRUMENT RECORDED IN SEQUENCE NO. 201827-1, FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION

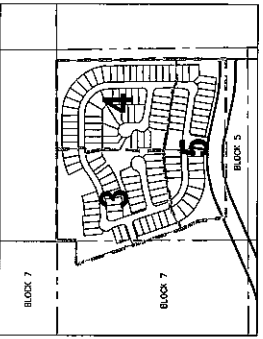
DATE: 11/27/23

ADMINISTRATIVE ADDRESS:
14285 E FREDERIKTE AV

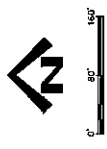
DELICOR:
DELICOR REAL ESTATE GROUP, INC.
1661 E GAVELLE BLVD, SUITE 308
PHOENIX, AZ 85015
(480) 901-2421
ATTN: BRIAN RONDORIK

PSOMAS

303 E. VAN DYKE BLVD, SUITE 400
TUCSON, AZ 85715
(520) 885-1600
www.psomas.com



SHEET INDEX MAP
M.T.S.



TDR Overall Lot Summary

| Block | Maximum Permitted Lot Per Existing Zoning | Permitted Range per Neighborhood | | TDR Transferable (Remaining) | |
|--------------|---|----------------------------------|----------------|------------------------------|----------------|
| | | Neighborhood 1 | Neighborhood 2 | Neighborhood 1 | Neighborhood 2 |
| 1 | 152 | 71 | 196 | 313 | 313 |
| 2 | 80 | 43 | 88 | 69 | 97 |
| 3 | 812 | 266 | 556 | 266 | 266 |
| 4 | 408 | 239 | 458 | 239 | 239 |
| 5 | 3059 | 1731 | 2059 | 2059 | 2059 |
| 6 | 1761 | 984 | 2105 | 2105 | 2105 |
| 7 | 653 | 290 | 574 | 81 | 97 |
| Total | | | | 340 | 340 |

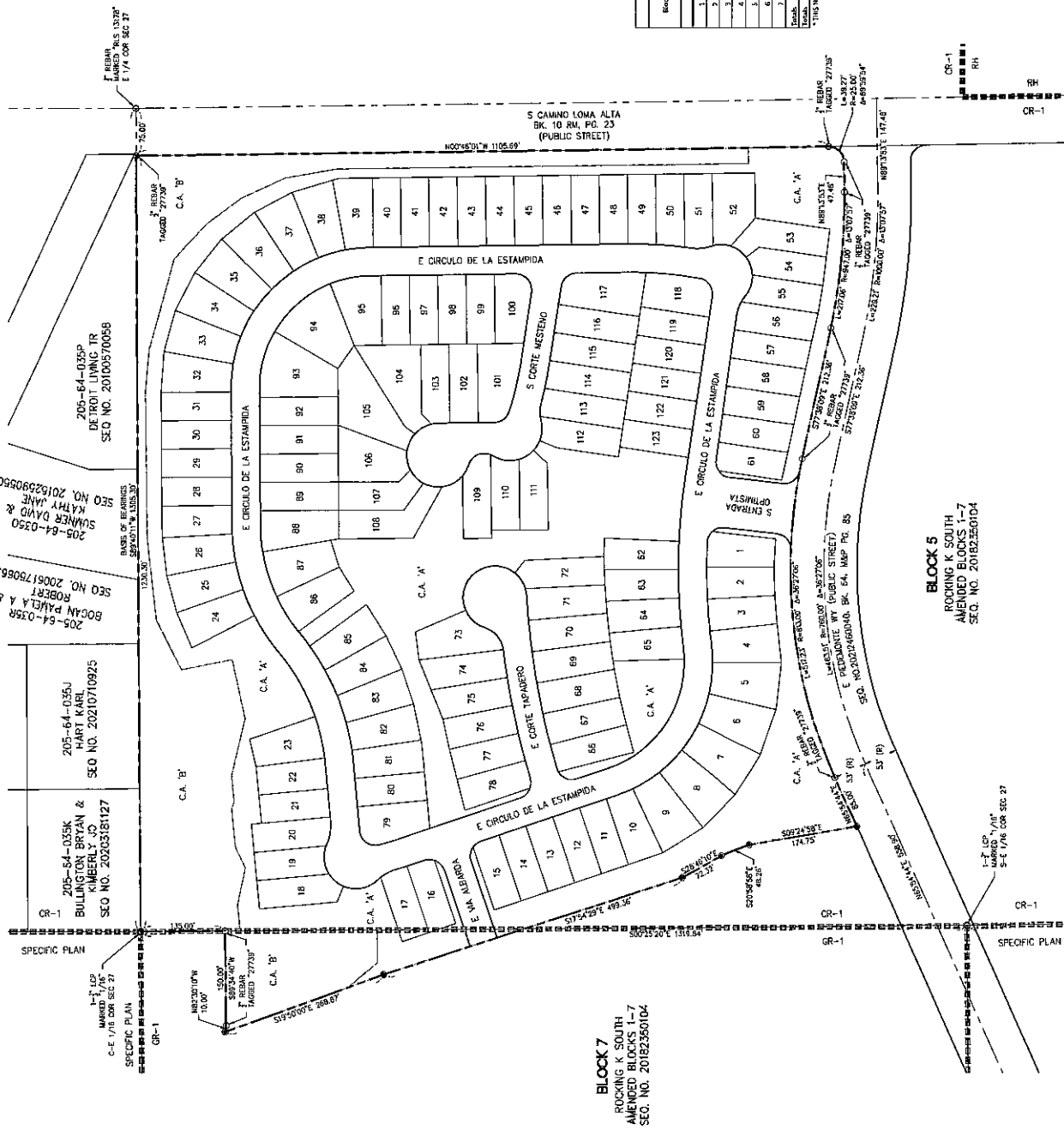
* THIS NEIGHBORHOOD IS PART OF BLOCKS 3 AND 7 AND DOES NOT EXCEED THE OVERALL AMOUNT OF LOTS ALLOWED WITHIN THOSE BLOCKS



P.S.O.M.S.
Professional Surveying & Mapping Services
3100 Westland Blvd, Suite 400
Westland, MI 48185
Phone: 734-787-5555
www.psom.com

REF: P21P00016 FINAL PLAN
P22P00001
ROCKING K SOUTH NEIGHBORHOOD 3
PARCEL CC

US 1-2E CONVEY AREA X (PARKING AND OPEN SPACE)
CONVEY AREA Y (PARKING, OPEN SPACE & PARKWAY IMPROVEMENT)
CONVEY AREA Z (PARKING, OPEN SPACE & PARKWAY IMPROVEMENT)
AMENDED ROCKING K SOUTH BLOCK 5, BK. 10, MAP PG. 23
AMENDED ROCKING K SOUTH BLOCK 5, BK. 10, MAP PG. 23
AMENDED ROCKING K SOUTH BLOCK 5, BK. 10, MAP PG. 23
PROJECT NO. 20162350104
DATE: JANUARY 2022 SCALE: 1" = 80' 2 OF 5



PROJECT OVERVIEW
SCALE: 1" = 80'

BLOCK 7
ROCKING K SOUTH
AMENDED BLOCKS 1-7
SEC. NO. 20162350104

BLOCK 5
ROCKING K SOUTH
AMENDED BLOCKS 1-7
SEC. NO. 20162350104

205-64-0356P
DETROIT UNINC TR
SEC. NO. 20100570058

205-64-0350
SUMNER DAVID &
KATHY JANE
SEC. NO. 20162350950

205-64-035R
BOGAN PAUL A &
ROBERT
SEC. NO. 20061780663

205-64-035J
HARTY KARL
KIMBERLY JO
SEC. NO. 20210710925

205-64-035K
BULLINGTON BRAYAN &
KIMBERLY JO
SEC. NO. 202303181127

CR-1
SPECIFIC PLAN
1-1" LCP
MARKED 1/16"
C-E 1/16 COR SEC 27

CR-1
SPECIFIC PLAN
1-1" LCP
MARKED 1/16"
S-E 1/16 COR SEC 27

CR-1
RH
CR-1

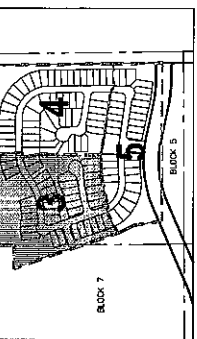
205-64-035J
HART GARR
SEC NO. 2020170925
SFP030170, 1038, 37
1230.30'

205-64-035R
BOGAN PAHELIA A &
ROBERTY
SEC NO. 20061750663

205-64-035K
BULLINGTON BRYAN &
KIMBERLY JO
SEC NO. 2020318127

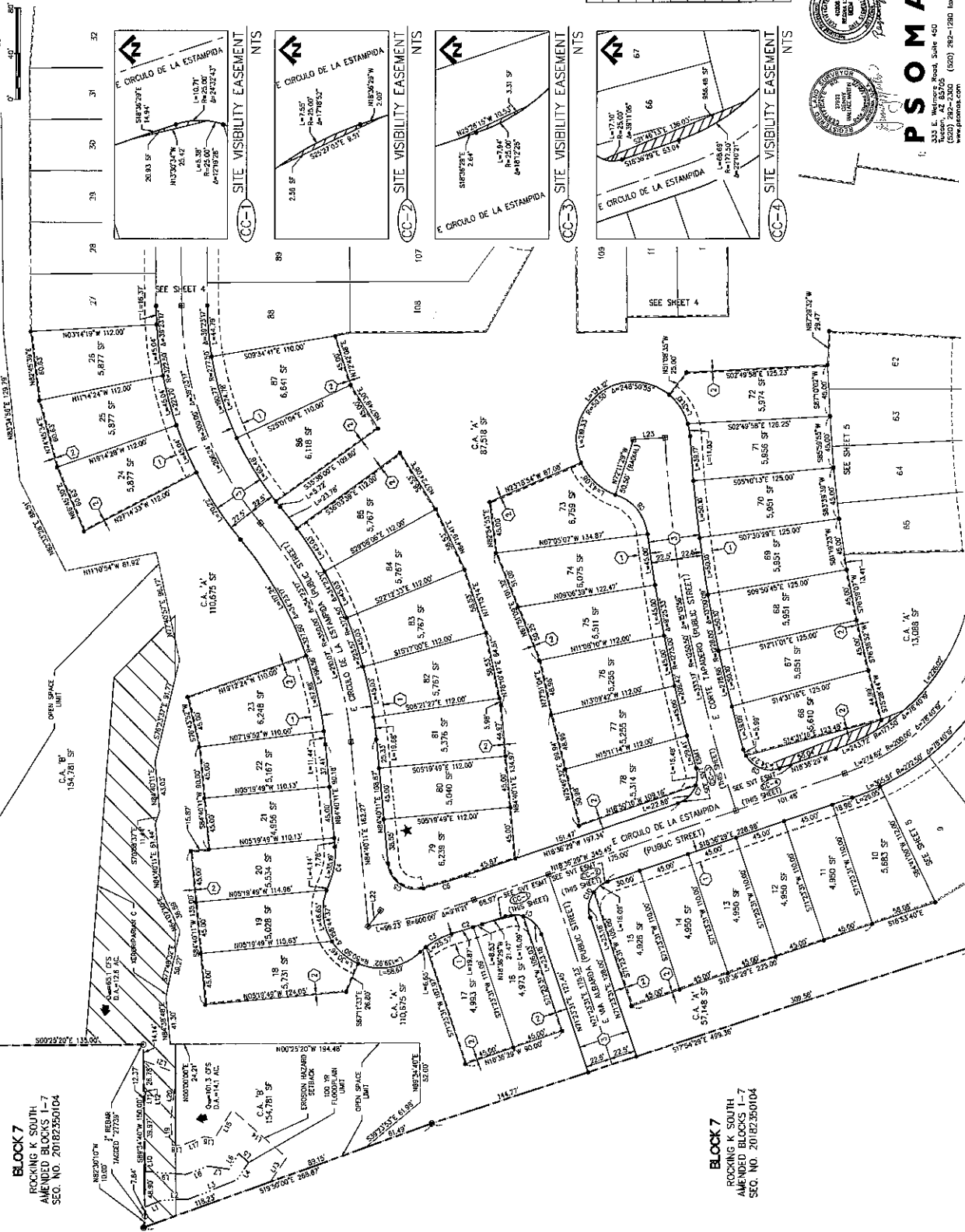
205-64-035P
DETROIT LIVING TR
SEC NO. 20100570058

206-64-0350
SUMNER DAVID &
KATHY JAHE
SEC NO. 20152560550



SHEET INDEX MAP
N.T.S.

KEYNOTES
1. PUBLIC UTILITY EASEMENT GRANTED TO PMA COUNTY BY THIS FLAT.
2. PUBLIC ROAD ACCESS EASEMENT GRANTED TO PMA COUNTY BY THIS FLAT.
3. PUBLIC RIGHT OF WAY DEDICATED TO PMA COUNTY BY THIS FLAT.



LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S22°48'24"E | 15.20' |
| L2 | S05°59'26"E | 25.00' |
| L3 | S27°51'04"E | 45.14' |
| L4 | S45°51'00"E | 18.34' |
| L5 | N41°16'43"E | 11.77' |
| L6 | N47°44'01"W | 16.24' |
| L7 | N40°12'36"E | 18.89' |
| L8 | N27°06'11"W | 20.43' |
| L9 | N40°17'45"E | 35.12' |
| L10 | N48°38'51"E | 17.89' |
| L11 | S83°08'13"E | 11.89' |
| L12 | N25°30'07"E | 1.81' |
| L13 | S25°57'00"E | 25.43' |
| L14 | N41°16'43"E | 83.12' |
| L15 | N57°44'01"W | 29.30' |
| L16 | N48°12'36"E | 9.31' |
| L17 | N21°09'11"W | 21.47' |
| L18 | N40°17'45"E | 7.60' |
| L19 | N48°38'51"E | 22.20' |
| L20 | S83°08'13"E | 40.92' |
| L21 | N47°44'01"W | 30.83' |
| L22 | S52°41'14"E | 17.71' |
| L23 | S05°59'26"E | 28.00' |

CURVE TABLE

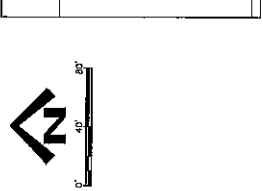
| CURVE | LENGTH | RADIUS | DELTA |
|-------|--------|---------|-----------|
| C1 | 38.27 | 25.00' | 90°00'00" |
| C2 | 28.40 | 622.50' | 2°35'51" |
| C3 | 32.22 | 65.50' | 27°45'47" |
| C4 | 35.19 | 86.50' | 30°15'00" |
| C5 | 43.37 | 25.00' | 99°24'16" |
| C6 | 39.94 | 577.50' | 3°52'24" |
| C7 | 38.35 | 25.00' | 87°5'10" |
| C8 | 47.15 | 41.50' | 82°06'22" |
| C9 | 40.26 | 25.00' | 92°15'46" |
| C10 | 38.27 | 25.00' | 90°00'00" |

REF: P21F00015
FINAL PLAT
P22FP00001
ROCKING K SOUTH NEIGHBORHOOD 3
PARCEL CC

PSOMAS
333 E. Wacker Drive, Suite 400
Chicago, IL 60601
(312) 287-2300
www.psomas.com

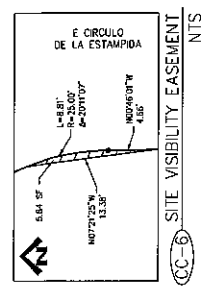
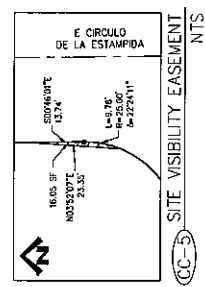
205-64-0350
 SUMNER DAVID & KATHY JANE
 SEC NO. 20152950560

205-64-035P
 DETROIT LIVING TR
 SEC NO. 20109570058



SHEET INDEX MAP
 N.T.S.

KEYNOTES
 ① IF PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 ② IF PUBLIC NO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 ③ IF PUBLIC RIGHT OF WAY ASSOCIATED TO PIMA COUNTY BY THIS PLAT.



| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L24 | S89°12'58"W | 28.00' |
| L25 | N54°46'58"E | 14.53' |

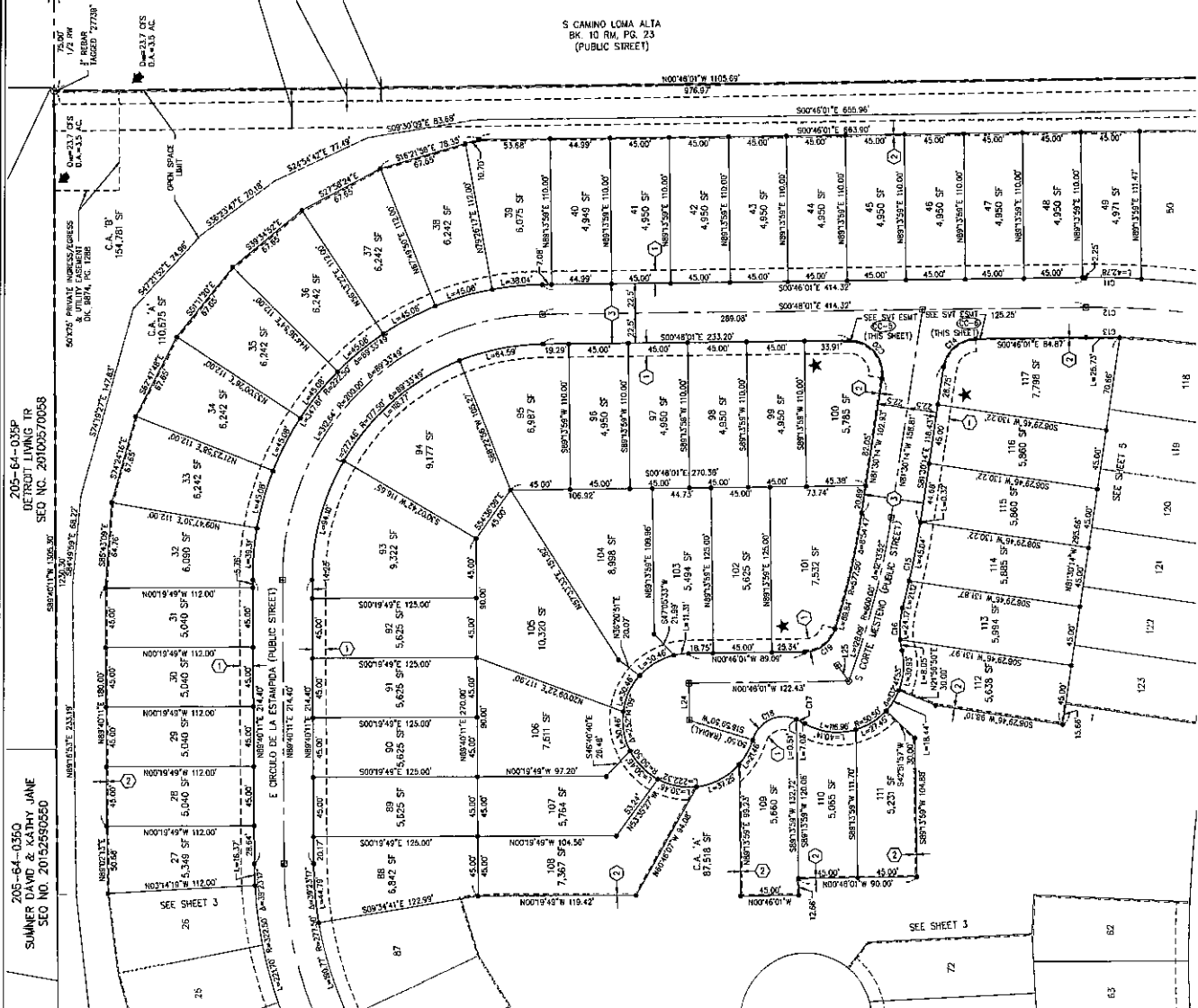
| CURVE TABLE | CURVE LENGTH | RADIUS | DELTA |
|-------------|--------------|---------|------------|
| C11 | 98.81' | 622.50' | 87°05'40" |
| C12 | 137.51' | 600.00' | 139°07'51" |
| C13 | 111.68' | 577.50' | 119°04'50" |
| C14 | 35.23' | 25.00' | 80°44'14" |
| C15 | 65.46' | 622.50' | 80°07'08" |
| C16 | 32.22' | 66.50' | 27°45'47" |
| C17 | 7.84' | 66.50' | 67°49'50" |
| C18 | 41.91' | 25.00' | 95°03'20" |
| C19 | 31.34' | 25.00' | 71°49'27" |
| C20 | 43.31' | 25.00' | 89°15'46" |



PSOMAS
 333 E. Wenden Road, Suite 400
 Phoenix, Arizona 85016
 (602) 282-2300
 www.psomas.com

REF: P21700016
 FINAL PLAT
 ROCKING K SOUTH NEIGHBORHOOD 3
 PARCEL CC

US 1-42, COMMON AREA (DRAINAGE AND OPEN SPACE), COMMON AREA (PARKING, OPEN SPACE AND RECREATION), BLOCK 7, SUBDIVISION OF A PORTION OF BLOCK 7 OF THE HEROLD TRACT, 15.28 AC. SEC. 16, T.1N. R.10E, S.17E, COCONINO COUNTY, ARIZONA
 DATE: JANUARY 2022 SCALE: HORIZ. 1"=40' CL. = N/A

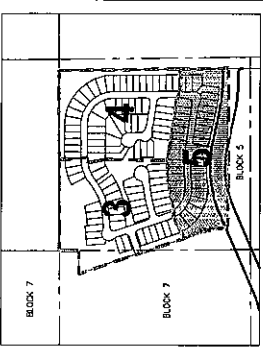


SEE SHEET 3

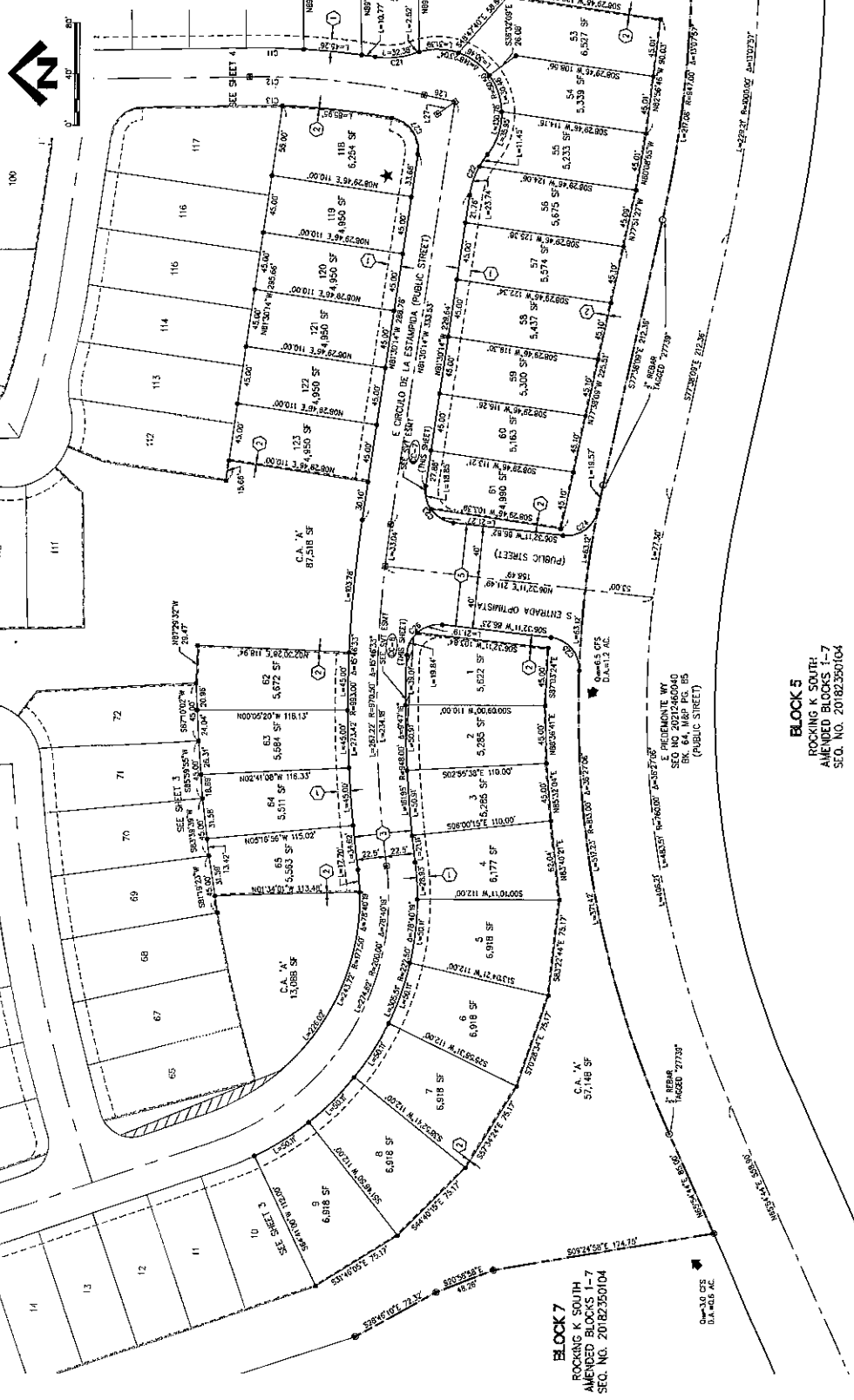
SEE SHEET 5

SEE SHEET 3

SEE SHEET 3



SHEET INDEX MAP
N.T.S.



- KEYNOTES
- 1 PUBLIC UTILITY EASEMENT GRANTED TO PHMA COUNTY BY THIS PLAN.
 - 2 PUBLIC NO. ACCESS EASEMENT GRANTED TO PHMA COUNTY BY THIS PLAN.
 - 3 45' PUBLIC RIGHT OF WAY DEDICATED TO PHMA COUNTY BY THIS PLAN.
 - 4 80' PUBLIC RIGHT OF WAY DEDICATED TO PHMA COUNTY BY THIS PLAN.

REF: P217P00016
FINAL PLAN
P22FP00001
ROCKING K SOUTH NEIGHBORHOOD 3
PARCEL CC

1055 I-10, CANTON AREA, K (DRAINAGE AND OPEN SPACE),
CANTON AREA BY MULTIPLE DEVELOPER & SPANISH VILLAGE,
BLOCK # 5-3000000 & A PORTION OF BLOCK # 7 OF THE
48000 BLOCK # 5 SOUTH, BLOCK # EAST CANTON, PHMA COUNTY, AZONA
PROJECT NO. 20121460040
SCALE: 1/8" = 1'-0"
DATE: JANUARY 2022
CL: N/A
5 OF 5

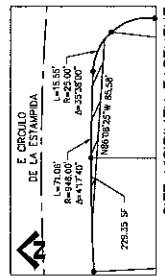


PSOMAS
333 E. Warner Blvd., Suite 450
Phoenix, AZ 85028
(602) 282-2300
www.psomas.com

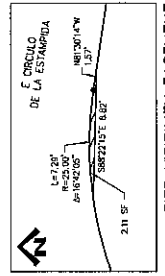
| LINE TABLE | | CURVE TABLE | |
|------------|-------------|-------------|--------|
| LINE | BEARING | CURVE | RADIUS |
| L26 | N172°15'E | C21 | 32.38' |
| L27 | S34°37'27"E | C22 | 35.19' |
| | | C23 | 40.12' |
| | | C24 | 37.33' |
| | | C25 | 37.33' |
| | | C26 | 41.03' |
| | | C27 | 38.48' |

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L26 | N172°15'E | 24.61' |
| L27 | S34°37'27"E | 16.53' |

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



CC-B
SITE VISIBILITY EASEMENT
N.T.S.



CC-C
SITE VISIBILITY EASEMENT
N.T.S.

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)
P22FP00001**

THIS AGREEMENT is made and entered into by and between FORESTAR (USA) REAL ESTATE GROUP INC, a Delaware corporation or successors in interest ("Subdivider"), TITLE SECURITY AGENCY OF ARIZONA, LLC., a Delaware limited liability company ("Trustee"), as trustee under Trust No. 201827-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 ROCKING K SOUTH NEIGHBORHOOD 3 PARCEL CC Lots 1- 123, Common Area "A" (Drainage and Open Space), & Common Area "B" (Natural Open Space and Riparian Mitigation), - as 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-plot all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plot 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-plot described in this section. The re-plot 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-plot 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-plot 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 _____, 2022, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: FORESTAR (USA) REAL ESTATE GROUP INC, a Delaware corporation

By: [Signature]

Chair, Board of Supervisors

TRUSTEE:
Title Security Agency of Arizona, LLC, a Delaware limited liability company, as Trustee under Trust No.201827-T, and not in its corporate capacity

ATTEST:

Clerk of the Board

By: [Signature]
Its: _____ Trust Officer _____

STATE OF ARIZONA)
County of Maricopa)

The foregoing instrument was acknowledged before me this 17 day of February, 2022, by Brian Konderik – Division President of FORESTAR (USA) REAL ESTATE GROUP INC, ("Subdivider"), a Delaware corporation on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
09/09/22



STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 18th day of February, 2022, by Diane L. Sloane, Trust Officer of Title Security Agency, LLC., ("Trustee"), a Delaware limited liability company, on behalf of the corporation, as Trustee under trust No. 201827-T

My Commission Expires:
7/5/2025

