

COB - BOSAIR FORM

11/13/2025 9:49 AM (MST)



**BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)**

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Award Type: Agenda Item

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/02/2025

Project Title / Description: P23FP00018 - A FINAL PLAT FOR ROCKING K SOUTH NEIGHBORHOOD 2, PHASE 3A, LOTS 542- 568, COMMON AREA (A, B)

**Agenda Item Report**

Introduction / Background: FINAL PLAT PROCESS WITH ASSURANCES TO CREATE LEGALLY SUBDIVIDED PROPERTY.

Discussion: NA

Conclusion: NA

Recommendation: STAFF RECOMMENDS APPROVAL

Fiscal Impact: NA

Support of Prosperity Initiative: 1. Increase Housing Mobility and Opportunity

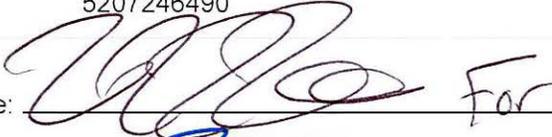
Provide information that explains how this activity supports the selected Prosperity Initiative BY APPROVING THIS PLAT, THIS PROVIDES AN ADDITIONAL 27 UNITS OF HOUSING WITHIN PIMA COUNTY.

Board of Supervisor District: • 4

Department: DEVELOPMENT SERVICES

Name: Thomas Drzazgowski

Telephone: 5207246490

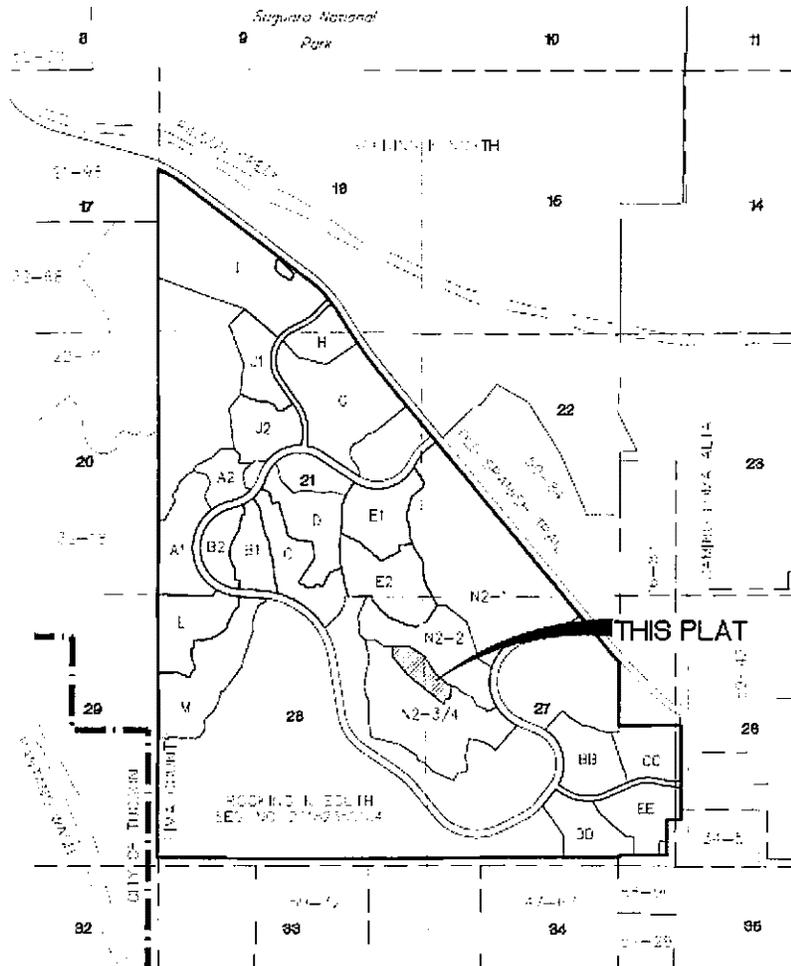
Department Director Signature:  For Date: 11/13/25

Deputy County Administrator Signature:  Date: 11/14/2025

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

A handwritten signature in black ink, appearing to be 'J. J. J.', written over a horizontal line.

Date: 4/17/2025



**LOCATION MAP**

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



A1	SEQ. NO. 20202630421	C	SEQ. NO. 20191910224	E1	SEQ. NO. 20191910249
A2	SEQ. NO. 20202630424	D	SEQ. NO. 20191910235	E2	SEQ. NO. 20191910272
B1	SEQ. NO. 20202630422	BB	SEQ. NO. 20220830268	N2-1	SEQ. NO. 20227310045
B2	SEQ. NO. 20202630423	DD	SEQ. NO. 20220330265	N2-2	SEQ. NO. 20232070181
EE	SEQ. NO. 20221220432	CC	SEQ. NO. 20221720430		
L	SEQ. NO. 20221810722	M	SEQ. NO. 20222220500		

**P23FP00018**

**ROCKING K SOUTH NEIGHBORHOOD 2, PHASE 3A**

**LOTS 542- 568 AND**

**COMMON AREAS "A" AND "B"**

**ASSURANCE**

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 18300-1 FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18300-1, AND NOT IN ITS CORPORATE CAPACITY.

BY: CLERK, BOARD OF SUPERVISORS, PIMA COUNTY, ARIZONA DATE: \_\_\_\_\_

ATTEST: I, JESSICA MANUEL, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA ON THIS 29 DAY OF \_\_\_\_\_, 20\_\_\_\_.

CLERK, BOARD OF SUPERVISORS DATE: \_\_\_\_\_

**CERTIFICATION OF SURVEY**

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THE LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.



**CERTIFICATION OF ENGINEERING**

I HEREBY CERTIFY THAT THE FLOOD-HAZARD LIMITS AND FLOOD HAZARD SE TRACKS SHOWN ON THIS PLAN WERE PREPARED BY ME OR UNDER MY SUPERVISION.



**RECORDING**

STATE OF ARIZONA } PIMA COUNTY } THIS INSTRUMENT WAS FILED FOR RECORD AT THE OFFICE OF PSONAS ON THIS DATE OF \_\_\_\_\_, 20\_\_\_\_. PIMA COUNTY RECORDS.

**DEDICATION**

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAN, 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 PLANNING DISTRICT, THEIR SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DESCRIBED ON THIS PLAN NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODING, FROGGIN, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL. WE HEREBY DEEDICATE AND CONVEY TO PIMA COUNTY ALL RIGHTS-OF-WAY AS SHOWN HEREON, INCLUDING ALL PUBLIC UTILITIES AND ROWS. WE HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSES OF ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAN. COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONTROL 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, DRINKING FACILITIES AND PUBLIC SERVICES. THIS TO THE LAND OF ALL COMMON AREAS SHALL BE HELD IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER REGISTRATION NO. 20192240776, AND THE PLAT DECLARATION RECORDED AT REGISTRATION NO. 2023320076, 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 DRIVEWAYS, AND PRIVATE EASEMENTS, WITHIN THIS SUBDIVISION.

**BENEFICIARY**

PURSUANT TO THE PROVISIONS OF A.R.S. §§ 404, NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST IS: LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18300-1. FULL TRUST COMPANY, LLC.

**OWNER-TRUSTEE OF ASSESSORS PARCELS**

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18300-1, AND NOT IN ITS CORPORATE CAPACITY.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR: PUBLIC HOME DEVELOPMENT

**ACKNOWLEDGEMENT**

STATE OF ARIZONA } PIMA COUNTY } ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, I, \_\_\_\_\_, WHO AM NOT A PARTY TO THIS INSTRUMENT, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES HEREIN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

**GENERAL NOTES**

- 1. THE GROSS AREA OF "PARCEL 3A" IS 13.13 ACRES.
- 2. THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE SOUTH LINE OF SECTION 27, BETWEEN MONUMENTS SHOWN HEREIN AND RECORDED FROM THE 1/4 SECTION 27, 28 AND 29, BEARING S 89° 40' 00" E AT A DISTANCE OF 5238.8 FT.
- 3. TOTAL MILES OF NEW PUBLIC STREETS FOR "PARCEL 3A" = 0.25 MILES.
- 4. "PARCEL 3A" LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- 5. PLANNED EASEMENTS - PARCELS OF SECTIONS 16, 21, 22, 27 & 28 ARE SUBJECT TO AN EXISTING ELECTRIC EASEMENT RECORDED IN BLOCK 4 BOOK 41 PAGE 30.
- 6. EASEMENTS NOT APPURTENANT TO THIS PLAN - REEQUIPMENT UP GAS EASEMENT REGISTRATION NO. 20202690238.
- 7. THE AMENDED PLAN OF ROCKING K SOUTH BLOCKS 1-7, RECORDED IN SUBDIVISION 2018225054 CAN NOW BE SHOWN IN ITS ENTIRETY, ALL APPURTENANT INFORMATION AND EASEMENTS ON THIS PLAN ARE SHOWN.

**PERMITTING NOTES (CONT)**

- 1. NATURAL OPEN SPACE AS SHOWN ON THE ROCKING K SOUTH AMENDED BLOCKS 1-7, MASTER BLOCK PLAT ENCOMPASSES 648 ACRES (31.5%) OF COMMONLY OWNED NATURAL OPEN SPACE. AN ADDITIONAL 50 ACRES OF ON-LOT NATURAL OPEN SPACE WILL BE DESIGNATED AT THE TIME OF INDIVIDUAL SUBDIVISION PLATS. THIS NEIGHBORHOOD 2 - "PARCEL 3A" SUBDIVISION PLAT SHOWS THE PLATTED NATURAL OPEN SPACE AS SHOWN HEREON TO BE 532 TOTAL ACRES OF NATURAL OPEN SPACE. WHICH INCLUDES AN ADDITIONAL 0 ACRES OF ON-LOT NATURAL OPEN SPACE (SEE NATIVE PLANT INVENTORY AND NATURAL OPEN SPACE MITIGATION PLANS FOR NATURAL OPEN SPACE CALCULATIONS). THIS NATURAL OPEN SPACE FULFILLS THE "ROCKING K SOUTH" OPEN SPACE REQUIREMENT FOR THE LAND USE DESIGNATIONS FOR NEIGHBORHOOD 2 - "PARCEL 3A" AS SPECIFIED IN CHAPTER R-1.1 OF THE ROCKING K AMENDED SPECIFIC PLAN.
- 2. DEVELOPMENT STANDARDS:
  - A. MINIMUM DENSITY RESIDENTIAL (LOTS 507-568)
  - B. MINIMUM LOT AREA: 5000 SQ. FT.
  - C. MINIMUM AREA PER DWELLING UNIT: 5000 SQ. FT.
  - D. MINIMUM LOT WIDTH: N/A
  - E. MINIMUM BUILDING HEIGHT: 34 FT.
  - F. MINIMUM SITE SETBACK REQUIREMENTS:
    - FRONT: 20 FT.
    - SIDE: 0 FT. EACH
    - REAR: 10 FT.
- 3. DETACHED ACCESSORY STRUCTURE:
  - PERMITTED COVERAGE: MAXIMUM 20% OF THE LOT AREA
  - HEIGHT LIMITATION: 15 FT.
  - MINIMUM SETBACK REQUIREMENTS TO PRINCIPAL BUILDINGS: 7 FT.
  - SHOW PROPERTY LINES IN ACCORDANCE WITH APPLICABLE BUILDING CODES.
- 4. RECREATIONAL ZONING (RESIDENTIAL ONLY) (LOTS 542-568)
  - 1. MINIMUM LOT AREA: 4,500 SQ. FT.
  - 2. MINIMUM AREA PER DW. UNIT: 4,500 SQ. FT.
  - 3. MINIMUM LOT WIDTH: 40 FT.
  - 4. MAXIMUM BUILDING HEIGHT: 34 FT.
  - 5. MINIMUM SITE SETBACK REQUIREMENTS:
    - FRONT: 20 FT.
    - SIDE: 0 FT. EACH
    - REAR: 10 FT.
- 5. WITH THE EXCEPTION OF PLANNED SITE SETBACKS, ZONING LOT AND SETBACK OF DWELLING UNITS ON INDIVIDUAL LOTS IS PERMISSIBLE, SUBJECT TO PIMA COUNTY BUILDING CODES (TITLE 15). SETBACKS FOR CORNER LOTS ARE EQUAL TO THE SITE VISIBILITY TRIANGLES OR THE ZONING DESIGNATION SETBACKS, WHICHEVER ARE GREATER.
- 6. UTILITY ACCESSORY STRUCTURE:
  - 1. PERMITTED COVERAGE: 5% OF THE LOT AREA
  - 2. HEIGHT LIMITATION: 24 FT.
  - 3. MINIMUM SETBACK REQUIREMENTS TO MAIN BUILDING: N/A
  - TO FRONT LOT LINE: 60 FT.
  - TO SIDE LOT LINE: 4 FT.
  - TO REAR LOT LINE: 4 FT.
- 7. FLOODPLAIN SHOWN ON THIS PLAN CONFORM TO TITLE 16 OF THE PIMA COUNTY CODE, FLOODPLAIN AND FLOOD HAZARD MANAGEMENT ORDINANCE.
- 8. THIS PLAN IS SUBJECT TO THE SECTIONS AMENDED AND RE-STATUS ROCKING K DEVELOPMENT AGREEMENT RESOLUTION NO. 2018-29, RECORDED AT SLD NO. 2018010439 WITH THE PIMA COUNTY RECORDER'S OFFICE.
- 9. THE CHIEF ZONING INSPECTOR HAS CONCLUDED THE SUB-ENTIRE PARCELS ARE PERMITTED TO ENDOUR INTO THE 20' FRONT SETBACK PROVIDED THAT THE REST OF THE STRUCTURAL MASS OF THE HOME COMPLIES WITH THE 20' FRONT SETBACK REQUIREMENTS.
- 10. REPARIAN HABITAT WITHIN THIS PLAN AREA CONFORMS TO THE REPARIAN HABITAT MAPS IN PIMA COUNTY ORDINANCE 2005-022 AND THE APPROVED REPARIAN HABITAT PLAN PREPARED BY KOWAN ENVIRONMENTAL, APPROVED ON 08/27/21. ALL REPARIAN AREAS INCLUDING THE MITIGATION AREAS WITHIN OPEN SPACE AS DESIGNATED ON THIS PLAN:
  - A. DESIGNATED ON-SITE REPARIAN HABITAT AREA - 0.00 ACRES
  - B. REPARIAN MITIGATION AREA - 0.00 ACRES
  - C. THIS PLAN IS SUBJECT TO AN APPROVED REPARIAN MITIGATION PLAN.
- 11. ALL PRIVATELY OWNED RECREATION AREAS, RECREATION FEATURES AND PARKING IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE 7/11/2023 RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE ISSUANCE OF THE 2025 BUILDING PERMITS. SHOW ANY COORDINATION OF PLATS WITH ROCKING K SOUTH NEIGHBORHOOD 2, INCLUDING THE ROCKING K SOUTH NEIGHBORHOOD 2, PHASE 1, LOTS 144-275 PLAT, THE ROCKING K SOUTH NEIGHBORHOOD 2, PHASE 3A, LOTS 542-568 PLAT AND THE ROCKING K SOUTH NEIGHBORHOOD 2, PHASE 3B, LOTS 276-358 PLAT.

**SHEET INDEX**

- 1. COVER SHEET AND NOTES
- 2. PARCEL BOUNDARY MAP
- 3-4. PLAN SHEETS

**OWNER**

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, TRUST NO. 18300-1, 18767 N PERIMETER DR., SUITE 100, SCOTTSDALE, AZ 85258 (602) 748-2800 JOHN.DAVISON@LTA.AZ.COM

**DEVELOPER**

PLATT GROUP, INC. 3011 W WIND RD, TUCSON, AZ 85741 (520) 413-6646 JOHN.DAVISON@PLATTGROUP.COM

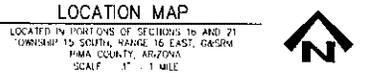
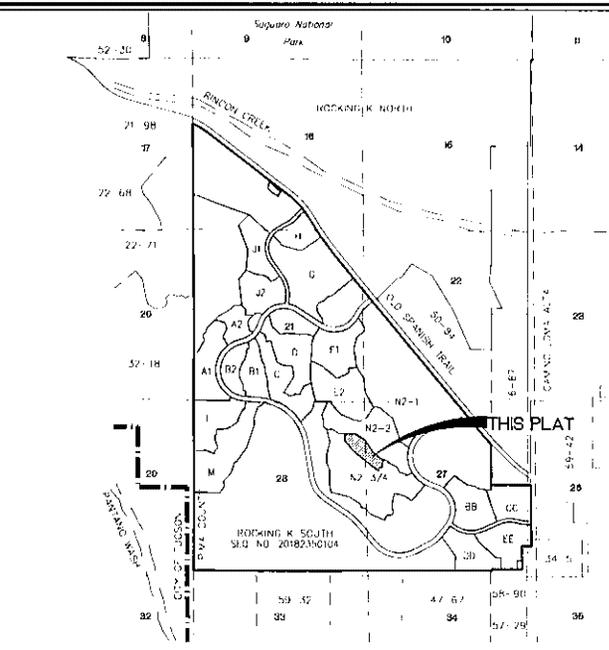
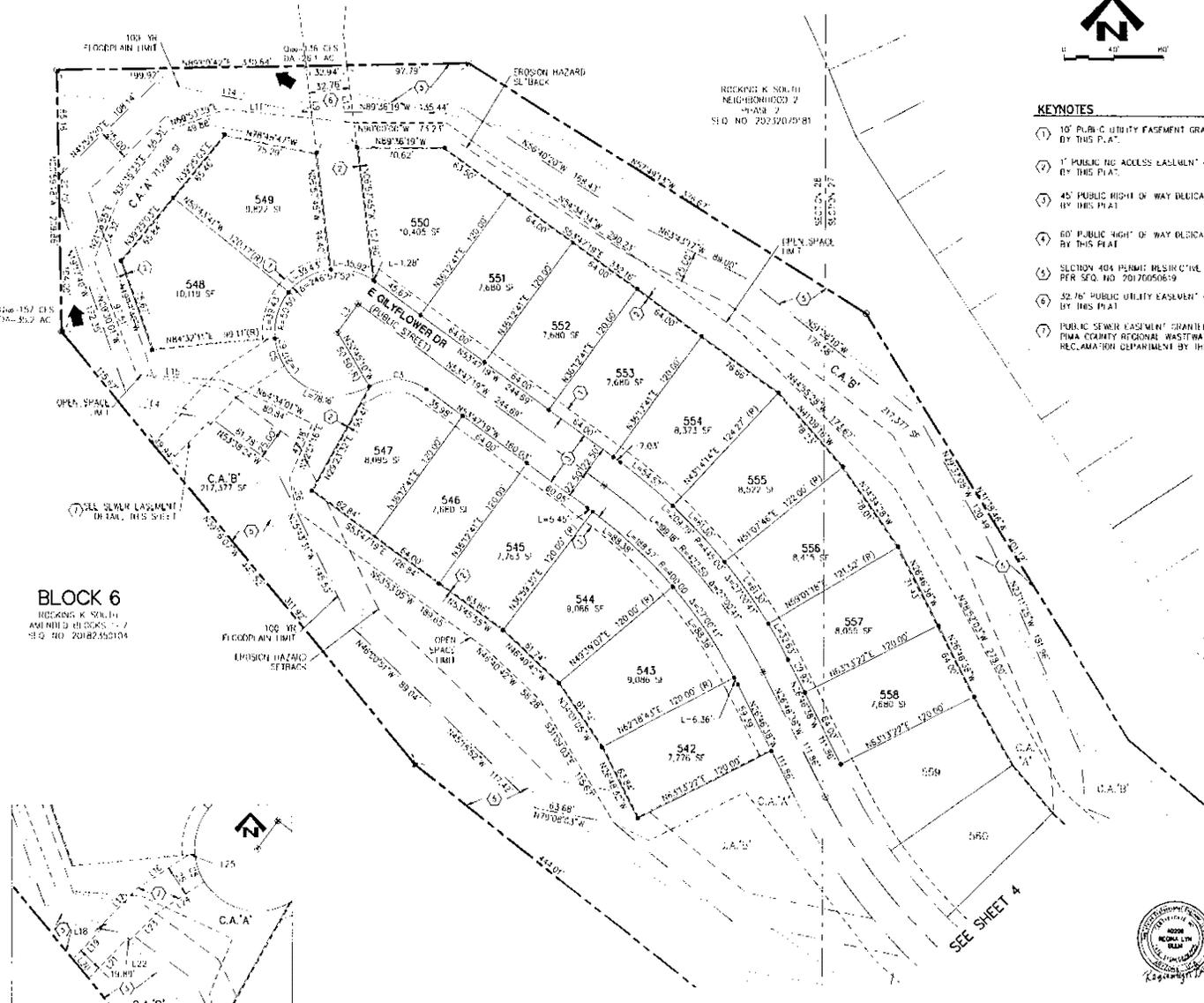


Table with 4 columns: A1, A2, B1, B2, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20, C21, C22, C23, C24, C25, C26, C27, C28, C29, C30, C31, C32, C33, C34, C35, C36, C37, C38, C39, C40, C41, C42, C43, C44, C45, C46, C47, C48, C49, C50, C51, C52, C53, C54, C55, C56, C57, C58, C59, C60, C61, C62, C63, C64, C65, C66, C67, C68, C69, C70, C71, C72, C73, C74, C75, C76, C77, C78, C79, C80, C81, C82, C83, C84, C85, C86, C87, C88, C89, C90, C91, C92, C93, C94, C95, C96, C97, C98, C99, C100. Includes SLD numbers and acreage.

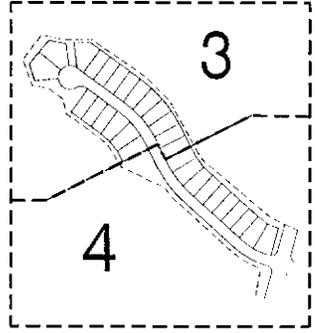
LEGEND table with 4 columns: Symbol, Description, and Notes. Includes symbols for lot number, 45' width, survey monument, 1/2" rebar, boundary line, boundary curve, curve number, and radial bearing.

FINAL PLAT FOR ROCKING K SOUTH NEIGHBORHOOD 2 PHASE 3A. Includes address: 1015 S42 568, COMMON AREA 3 (PRIVATE DRINKING AND OPEN SPACE) & COMMON AREA 7 (PARKING OPEN SPACE). Includes PSOMAS logo and contact information: 745 E. River Road, Suite 345, Tucson, AZ 85719. (520) 292-7430, (520) 292-7400, www.psonas.com.





- KEYNOTES**
- ① 10' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAN.
  - ② 1' PUBLIC HOV ACCESS EASEMENT GRANTED BY THIS PLAN.
  - ③ 45' PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAN.
  - ④ 60' PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAN.
  - ⑤ SECTION 404 PERMIT RESTRICTIVE COVENANT PER SEQ. NO. 2012050619.
  - ⑥ 32' 6" PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAN.
  - ⑦ PUBLIC SEWER EASEMENT GRANTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT BY THIS PLAN.



**SHEET INDEX**  
NTS

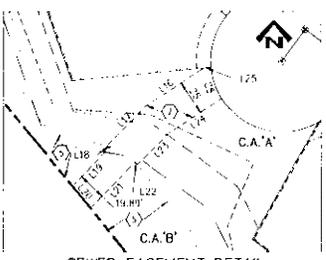
**CURVE TABLE**

CURVE #	INCHS	RADIUS	DELTA
01	48.50'	47.50'	66°57'50"
02	73.45'	50.50'	78°35'48"

**LINE TABLE**

LINE #	LENGTH	BEARING
1.1	28.00'	N36°12'41"E
1.4	56.00'	N40°26'34"W
1.5	70.23'	N65°7'45"W
1.10	86.11'	N65°7'45"W
1.11	104.49'	N81°16'30"W
1.14	115.47'	N78°45'47"W
1.15	68.51'	N86°12'22"W
1.16	48.84'	N28°40'10"E
1.17	39.94'	N44°12'53"E
1.18	2.85'	N76°11'54"W
1.19	38.56'	N44°02'14"E
1.20	19.64'	N39°46'07"W
1.21	45.53'	N44°24'20"E
1.22	2.48'	N36°25'42"W
1.23	31.36'	N44°12'57"E
1.24	44.59'	N6°43'07"E
1.25	5.51'	N85°32'17"E
1.26	26.64'	N11°22'45"W

**BLOCK 6**  
ROCKING K SOUTH  
NEIGHBORHOOD 2  
SEC. 40. 20120506104



**SEWER EASEMENT DETAIL**  
1" = 40'



**PSOMAS**

745 E. River Road, Suite 245  
Tucson, AZ 85710  
(520) 292-7100 (520) 292-1260 fax  
www.psomas.com

REF: P23FP0000 P23FP00018

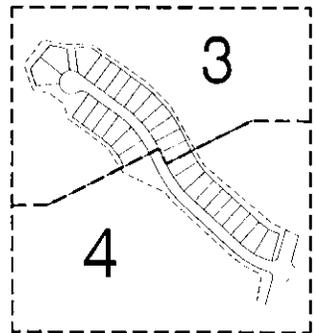
**FINAL PLAN FOR ROCKING K SOUTH NEIGHBORHOOD 2 PHASE 3A**

1015 542-559, COMMON AREA 'A' (PRIVATE DRAINAGE AND OPEN SPACE) & COMMON AREA 'B' (PUBLIC OPEN SPACE)

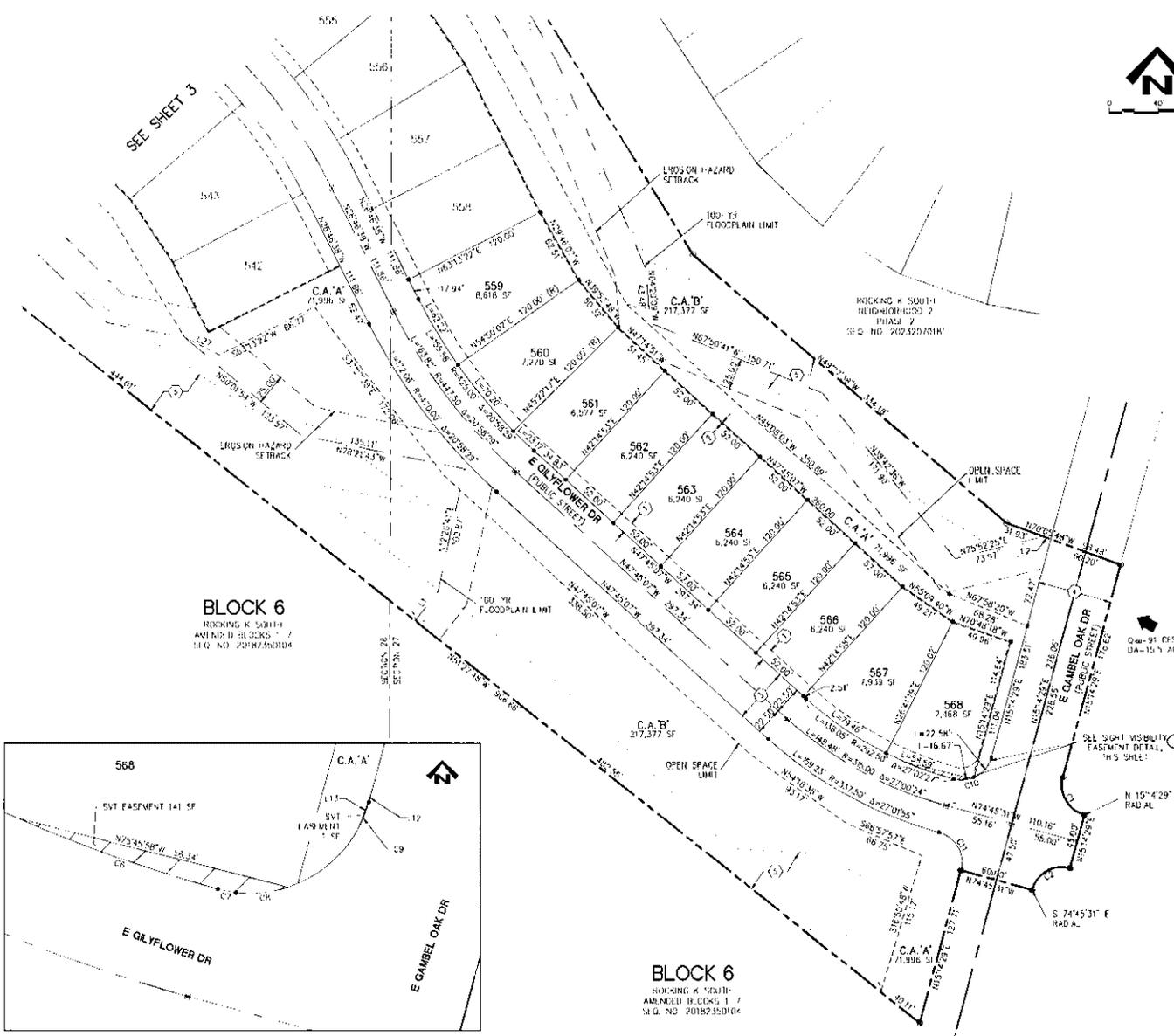
BEING A RESUBDIVISION OF A PORTION OF BLOCK 6 ROCKING K SOUTH SEC. 40 20120506104, LOCATED IN PORTIONS OF SECTIONS 27 AND 28, TOWNSHIP 15 SOUTH, RANGE 15 EAST, BASIN, CITY OF TUCSON, PIMA COUNTY, ARIZONA.

PROJ. NO. 20120506104 SCALE: HORIZ. 1" = 40'  
DATE: JUNE 2025 SHEET: N/A OF 4

SEE SHEET 3



SHEET INDEX  
N1S



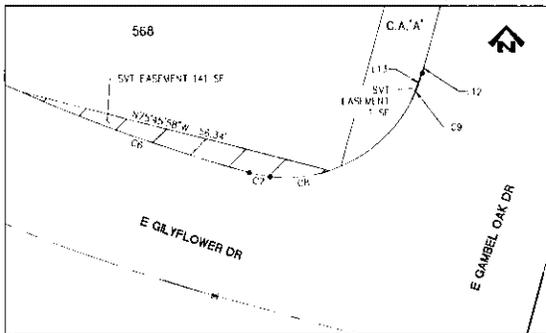
**BLOCK 6**  
ROCKING K SOUTH  
NEIGHBORHOOD 2  
PHASE 3A  
SEC. NO. 20182350104

**KEYNOTES**

- (1) 30' PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT
- (2) 10' PUBLIC NO ACCESS EASEMENT GRANTED BY THIS PLAT
- (3) 45' PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT
- (4) 60' PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT
- (5) SECTION 404 PERMIT RESTRICTIVE COVENANT PER SEC. NO. 20170050619
- (6) 32' 60" PUBLIC UTILITY EASEMENT GRANTED BY THIS PLAT
- (7) PUBLIC SEWER EASEMENT GRANTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT BY THIS PLAT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	39.27'	25.00'	90°00'00"
C3	49.85'	242.50'	82°5'14"
C4	3.75'	25.00'	8°35'34"
C5	10.63'	25.00'	24°29'41"
C6	5.21'	25.00'	11°36'31"
C7	39.25'	25.00'	69°57'57"
C8	39.28'	25.00'	90°01'31"

LINE TABLE		
LINE #	LENGTH	BEARING
1	30.47'	N37°35'12"W
12	6.32'	N70°05'48"W
13	1.50'	N15°14'29"E
15	6.68'	N12°52'34"E
127	31.17'	S6°15'21"W



**3A** SITE VISIBILITY EASEMENT DETAIL  
N1S

**BLOCK 6**  
ROCKING K SOUTH  
NEIGHBORHOOD 2  
PHASE 3A  
SEC. NO. 20182350104



**PSOMAS**

745 N. River Road Suite 245  
Tucson, AZ 85710  
(520) 292-7100 (520) 292-1200 fax  
www.psomas.com

31 P231100000 P23FP00018

**FINAL PLAT FOR ROCKING K SOUTH NEIGHBORHOOD 2 PHASE 3A**

LOTS 547-568, COMMON AREA "A" (BROWNE DRIVE AND OPEN SPACE), & COMMON AREA "B" (NATURAL OPEN SPACE)  
BEING A RESUBDIVISION OF A PORTION OF LOTS 6 & ROCKING K SOUTH, SEC. 20182350104 - LOCATED IN PORTIONS OF SECTIONS 27 AND 28, TOWNSHIP 15 SOUTH, RANGE 16 EAST, S33RD, CITY OF TUCSON, PIMA COUNTY, ARIZONA

PLAT NO. P231100000 SCALE: HORIZONTAL 1" = 40' DATE: APRIL 2025 SHEET: 4 OF 4

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)  
P23FP00018**

THIS AGREEMENT is made and entered into by and between LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company or successors in interest ("Subdivider"), PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Trustee"), as trustee under Trust No. 18300-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 2 PHASE 3A, Lots 542-568, Common Area "A" (Private Drainage and Open Space) and Common Area "B" (Natural Open Space), - 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-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 \_\_\_\_\_, 2021, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: PULTE HOME COMPANY, LLC, a Michigan limited liability company

\_\_\_\_\_  
Chair, Board of Supervisors

By: [Signature]

Its: Director, Land

ATTEST:

TRUSTEE: Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee Under Trust 18300-T and not otherwise

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

By: [Signature]  
Its: Trust Officer

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by SEE ATTACHED of \_\_\_\_\_ ("Subdivider"), An Arizona limited liability company on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF ARIZONA )  
County of Pima )  
MARICOPA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September, 2025 by SHAUN TESSENSOHN, TRUST OFFICER of Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, ("Trustee"), an Arizona limited liability company, on behalf of the limited liability company, as trustee under trust number 18300-T.

My Commission Expires:  
June 19, 2028



[Signature]  
Notary Public

**ARIZONA NOTARY ACKNOWLEDGEMENT  
(INDIVIDUAL)**

State of Arizona . )  
County of Pima )

The foregoing instrument was acknowledged before me this Aug 28, 2025 (date) by John Davidson (name of person acknowledged).

(Seal)

  
\_\_\_\_\_  
Signature of Person Taking  
Acknowledgement

notary  
\_\_\_\_\_  
Title or Rank

631549  
\_\_\_\_\_  
Serial Number, if any

My Commission Expires: 6/16/26

