



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 6/21/2022

*= Mandatory, information must be provided

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

***Title:**

FINAL PLAT (P22FP00006) ROCKING K SOUTH NEIGHBORHOOD 4 PARCEL L LOTS 1-172 COMMON AREA "A" AND "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:**

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-9522

Department Director Signature:

Joseph Gwazy

Date:

5/24/22

Deputy County Administrator Signature:

[Signature]

Date:

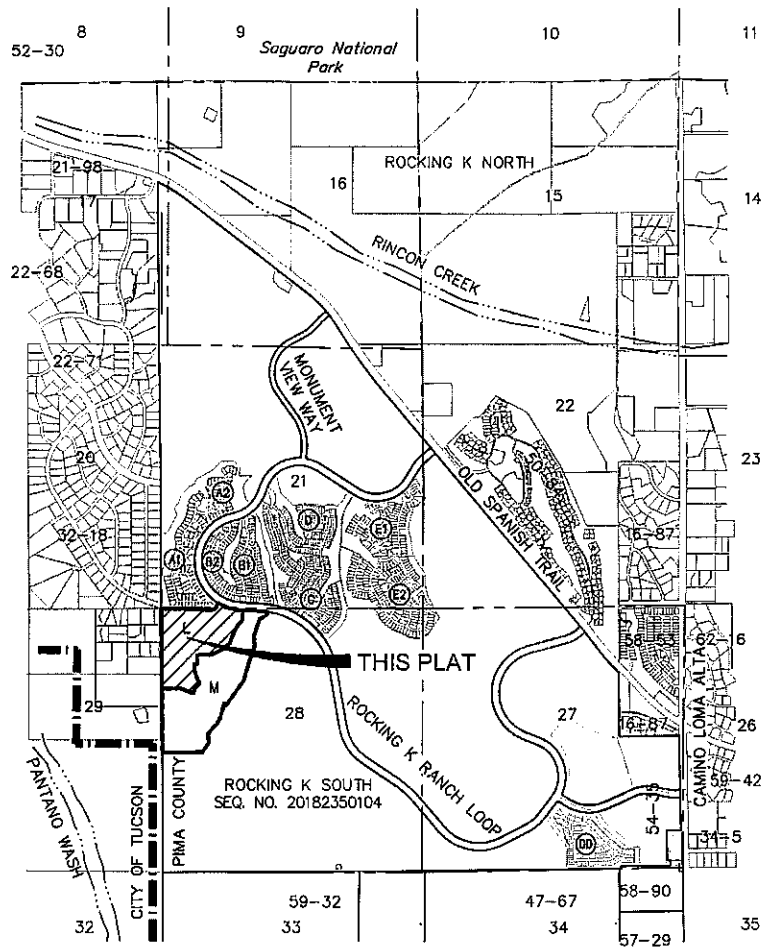
6/1/2022

County Administrator Signature:

[Signature]

Date:

6/1/2022



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



P22FP00006

ROCKING K SOUTH NEIGHBORHOOD 4

PARCEL L

LOTS 1 - 172

ASSURANCE

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 60380 FROM FIDELITY NATIONAL TITLE AGENCY, INC. AS RECORDED IN SEQUENCE NO. 2019110272, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.09 (SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

DATE

ATTEST:

I, MELISSA MARRIQUEZ, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS DAY OF 20.

CLERK, BOARD OF SUPERVISORS

DATE

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.

GENNY WALLACE MARTIN, R.L.S.
ARIZONA REGISTRATION NO. 13933

CERTIFICATION OF ENGINEERING

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

REGINA LYN BEEM, P.E.
ARIZONA REGISTRATION NO. 40206

RECORDING

STATE OF ARIZONA } S.S.
PIMA COUNTY }

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

GABRIELA CAZARES-KELLY
COUNTY RECORDER

DATE

DEDICATION

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 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, AGENTS, EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOODAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.

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 ACCESS FOR INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

COMMON AREAS (AND PRIVATE EASEMENTS), AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER SEQUENCE NO. 2019110272, AND THE TRACT DECLARATION RECORDED AT SEQUENCE NO. 20221120372X IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION SHALL ACCEPT THE RESPONSIBILITY FOR CONTROL, MAINTENANCE, AND VALUATION TAXES AND LIABILITY FOR THE COMMON AREAS, TO INCLUDE PRIVATE DRAINAGEWAYS, AND PRIVATE EASEMENTS, WITHIN THIS SUBDIVISION.

BENEFICIARY

PURSUANT TO THE PROVISIONS OF A.R.S. 33-404, NAME AND ADDRESS OF THE BENEFICIARY OF SAID TRUST IS: FIDELITY NATIONAL TITLE AGENCY, INC., AS TRUST NO. 60380, ROCKING K DEVELOPMENT COMPANY.

OWNER-TRUSTEE OF ASSESSORS PARCELS

FIDELITY NATIONAL TITLE AGENCY, INC. AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60380, AND NOT IN ITS CORPORATE CAPACITY

BY: *Paul Thompson*

ITS: TRUST OFFICER

DATE: 5-5-22

FOR: ROCKING K DEVELOPMENT COMPANY.

ACKNOWLEDGEMENT

STATE OF ARIZONA } S.S.
PIMA COUNTY }

ON THIS 5th DAY OF May, 2022, BEFORE ME PERSONALLY APPEARED *Paul Thompson* WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY, INC., AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: *Dec 31, 2024*

NOTARY PUBLIC

GENERAL NOTES

1. THE GROSS AREA OF "PARCEL L" IS 40.27 ACRES.
2. THE BASIS OF BEARING FOR THIS SUBDIVISION: THE NORTH LINE OF THE NE 1/4 OF SECTION 28, BETWEEN MONUMENTS SHOWN HEREON AND REFERENCED FROM BK 84 MAP, PG. 85, AND PLAT SHOWING NO. 20182350104 SAID BEARING BEING: N89°44'21"W.
3. TOTAL MILES OF NEW PUBLIC STREETS FOR "PARCEL L" = 1.21 MILES.
4. "PARCEL L" LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. BLANKET EASEMENTS - PORTIONS OF BLOCKS 5 ARE SUBJECT TO AN EXISTING ELECTRIC EASEMENT RECORDED IN DOCKET 1015 AT PAGE 79, PORTIONS OF SECTIONS 16, 21, 22, 27 & 28 ARE SUBJECT TO AN EXISTING ELECTRIC EASEMENT RECORDED IN DOCKET 1023 AT PAGE 70.
6. EASEMENTS NOT APPURTENANT TO THIS PLAT - PORTIONS OF BLOCKS 5 ARE SUBJECT TO: AN EXISTING COMMUNICATION EASEMENT RECORDED IN DOCKET 8283 AT PAGE 639, AN EXISTING INGRESS-EGRESS AND UTILITIES EASEMENT RECORDED IN DOCKET 9874 AT PAGE 1288, A PARTIAL RELEASE OF EASEMENT - SOUTHWEST GAS CORP. RECORDED IN SEQUENCE NUMBER 20220590235, AND AN EXISTING WATERLINE EASEMENT RECORDED IN DOCKET 10252 AT PAGE 2433.
7. THE AMENDED PLAY OF ROCKING K SOUTH BLOCKS 1-7 RECORDED IN SEQUENCE NUMBER 20182350104 CAN NOT BE SHOWN IN ITS ENTIRETY, ALL APPURTENANT INFORMATION AND EASEMENTS ON THIS PLAT ARE SHOWN.

PERMITTING NOTES:

1. ZONING: THIS PLAT CONTAINS APPROXIMATELY 0.57 ACRES OF LAND REGULATED BY THE ROCKING K AMENDED SPECIFIC PLAN (LDR AND MDR) AS WELL AS APPROXIMATELY 38.70 ACRES OF LAND REGULATED BY PIMA COUNTY ZONING CODE GR-1.
2. THE 1,193 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 ADJACENT 832 ACRES IS SUBJECT TO THE MAXIMUM DENSITY ALLOWED UNDER CURRENT ZONING OF 1,001 DWELLING UNITS. THIS PLAT CONTAINS AREAS DEFINED AS SENDING AREAS AND RECEIVING AREAS SUBJECT TO THE TRANSFER OF DEVELOPMENT RIGHTS (TDR) ORDINANCE (CHAPTER 18.92 OF THE PIMA COUNTY ZONING CODE) WHICH PROVIDES FOR MODIFICATION OF THESE DENSITY CAPS AS DETAILED IN THE JUNE 5, 2018 MEMO ACKNOWLEDGED AND AGREED TO BY PIMA COUNTY PLANNING OFFICIAL ON JUNE 15, 2018. SHEET 2 OF THIS PLAT INCLUDES A TDR TRACKING TABLE, PARCEL L USES 0 TDR LOTS.
3. GROSS DENSITY IS: "PARCEL L" = 4.27 (172 LOTS/40.27 AC).
4. AVERAGE LOT AREA PER DWELLING FOR "PARCEL L" IS 6,460 SQ. FT.
5. THE USE OF THIS PLAT IS SINGLE FAMILY DETACHED RESIDENTIAL AS PERMITTED IN ACCORDANCE WITH THE APPROVED SPECIFIC PLAN FOR ROCKING K (APPROVED ON DECEMBER 18, 1990 AND AMENDED ON SEPTEMBER 16, 1997).
6. THIS PLAT WILL USE TRANSFER OF DENSITY RIGHTS (TDR) PER PIMA COUNTY CODE 18.92 IF APPLICABLE. AREAS WITHIN THE SPECIFIC PLAN WILL USE MDR DEVELOPMENT STANDARDS AND AREAS OUTSIDE OF THE SPECIFIC PLAN WILL USE TR DEVELOPMENT STANDARDS (RESIDENTIAL USE ONLY).

PERMITTING NOTES (CONT.)

7. NATURAL OPEN SPACE AS SHOWN ON THE ROCKING K SOUTH, AMENDED BLOCKS 1-7, MASTER BLOCK PLAT ENCOMPASSES 648 ACRES (31.5%) OF COMMUNITY 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 4 SUBDIVISION PLAT MODIFIES THE PLATTED NATURAL OPEN SPACE AS SHOWN HEREON TO INCLUDE 18.90 TOTAL ACRES OF NATURAL OPEN SPACE WHICH INCLUDES AN ADDITIONAL 1.10 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 "REQUIRED NATURAL OPEN SPACE" REQUIREMENT FOR THE LANDUSE DESIGNATIONS FOR NEIGHBORHOOD 4, AS SPECIFIED IN CHAPTER 18-E OF THE ROCKING K AMENDED SPECIFIC PLAN.
8. DEVELOPMENT STANDARDS
IN - TRANSITIONAL ZONING (RESIDENTIAL ONLY) (LOTS 1-172)
1. MINIMUM AREA: 4,500 SQ. FT.
2. MINIMUM AREA PER DWELLING UNIT: 4,500 SQ. FT.
3. MINIMUM LOT WIDTH: 40 FT.
4. MAXIMUM BUILDING HEIGHT: 34 FT.
5. MINIMUM SITE SETBACK REQUIREMENTS:
a. FRONT: 20 FT.
b. SIDE: 0 FT. EACH
c. REAR: 10 FT.
6. WITH THE EXCEPTION OF PERIMETER SITE SETBACKS, ZERO LOT-LINE SETTING 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.
THE ACCESSORY STRUCTURE SETBACK REQUIREMENTS ARE THE FOLLOWING MINIMUM DISTANCES:
IN
TO MAIN BUILDING: NA
TO FRONT LOT LINE: 60 FT.
TO SIDE LOT LINES: 4 FT.
TO REAR LOT LINE: 4 FT.
9. FLOODPLAINS SHOWN ON THIS PLAT CONFORM TO TITLE 16 OF THE PIMA COUNTY CODE, FLOODPLAIN AND EROSION HAZARD MANAGEMENT ORDINANCE.
10. THIS PLAT IS SUBJECT TO THE SECOND AMENDED AND RESTATED ROCKING K DEVELOPMENT AGREEMENT RESOLUTION NO. 2018-29, RECORDED AT SEQ. NO. 20181410439 WITH THE PIMA COUNTY RECORDER'S OFFICE.
11. THE CHIEF ZONING INSPECTOR HAS CONCLUDED THE SIDE ENTRY GARAGES ARE PERMITTED TO ENROACH INTO THE 20' FRONT SETBACK PROVIDED THAT THE REST OF THE STRUCTURAL MASS OF THE HOME COMPLIES WITH THE 20' FRONT SETBACK REQUIREMENTS.
12. RIPARIAN HABITAT WITHIN THIS PLAT AREA CONFORMS TO THE RIPARIAN HABITAT MAPS IN PIMA COUNTY ORDINANCE 2006-FC2 AND THE APPROVED RIPARIAN MITIGATION PLAN PREPARED BY NOVAK ENVIRONMENTAL, DATED 09/31/21. ALL RIPARIAN AREAS INCLUDING THE MITIGATION AREAS LIE WITHIN OPEN SPACE AS DEDICATED ON THIS PLAT.
A. EXISTING ONSITE RIPARIAN HABITAT AREA = 0.00 ACRES
B. DISTURBED ONSITE RIPARIAN HABITAT AREA = 0.00 ACRES
C. RIPARIAN MITIGATION AREA = 1.08 ACRES (OVERALL NEIGHBORHOOD 4)
D. THIS PLAT IS SUBJECT TO AN APPROVED RIPARIAN MITIGATION PLAN.
13. PRIVATELY OWNED RECREATION AREAS, RECREATION FEATURES AND PARKING IMPROVEMENTS WITHIN PARCEL L SHALL BE COMPLETED IN ACCORDANCE WITH THE RECREATION AREA PLAN (RAP) AND BE FULLY FUNCTIONAL BY THE TIME 75% OF THE BUILDING PERMITS (129 LOTS) HAVE BEEN ISSUED.

SHEET INDEX

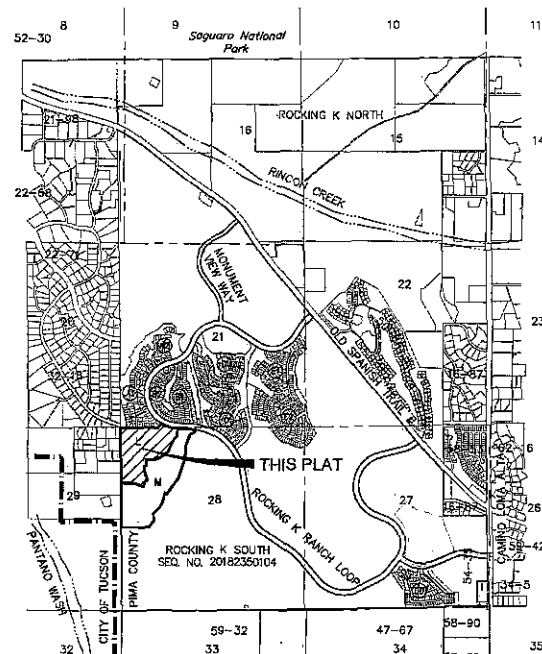
- 1 COVER SHEET AND NOTES
- 2 SHEET INDEX MAP
- 3-6 PLAN SHEETS

OWNER

FIDELITY NATIONAL TITLE AGENCY, INC.
TRUST NO. 60380
6245 E. BROADWAY BLVD., SUITE 180
TUCSON, AZ 85711
(520) 751-2911
ATTN: DAN COWELL

DEVELOPER

ROCKING K DEVELOPMENT COMPANY
2200 E. RIVER RD, SUITE 115
TUCSON, AZ 85718
(520) 577-0200
ATTN: ROBERT TUCKER



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

A1	SEQ. NO. 20202530421	B2	SEQ. NO. 20202530423	E1	SEQ. NO. 20191910249
A2	SEQ. NO. 20202530424	C	SEQ. NO. 20191910224	E2	SEQ. NO. 20191910272
B1	SEQ. NO. 20202530422	D	SEQ. NO. 20191910236	DD	SEQ. NO. 20220330285

LEGEND

1	LOT NUMBER	---	SIGHT VISIBILITY EASEMENT
2	KEYNOTE	---	EROSION HAZARD SETBACK
3	2" BRASS CAP SURVEY MONUMENT IN CONCRETE TO BE SET AT COMPLETION OF PAVING.	---	100 YEAR FLOODPLAIN
4	1/2" IRON PIN TO BE SET AT COMPLETION OF GRADING.	---	CENTERLINE
5	FOUND SURVEY MONUMENT, AS NOTED	---	OPEN SPACE EASEMENT
6	FOUND 1/2" REBAR TAGGED "RLS 27739"	---	RIGHT-OF-WAY LINE
L1	LINE NUMBER - SEE LINE DATA TABLE	---	BLOCK BOUNDARY
C1	CURVE NUMBER - SEE CURVE DATA TABLE	---	EASEMENT LINE
		---	SECTION LINE
		---	PARCEL BOUNDARY
		---	ROCKING K SOUTH BOUNDARY
		---	404 PERMIT RESTRICTIVE COVENANT
		---	ZONE BOUNDARY LINE
		---	GENERAL ACCESS LOCATION

ADMINISTRATIVE ADDRESS:
8030 S ROCKING K RANCH LP

REF: P21TP00021

P22FP00026

FINAL PLAT

ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL L

LOTS 1-172, COMMON AREAS 1/4 (OPEN SPACE AND OPEN SPACE), COMMON AREA 1/4 (PRIVATE LOT SPACE & OPEN SPACE), BEING A RE-SUBDIVISION OF A PORTION OF BLOCK 5 OF THE AMENDED ROCKING K SOUTH BLOCK PLAT SEQ. NO. 20182350104 - LOCATED IN SECTION 28 TOWNSHIP 15 SOUTH, RANGE 15 EAST, GRISM, PIMA COUNTY, ARIZONA

PROJ. NO. PRODUCTION SCALE: HORIZ. 1" = 40' VERT. 1" = 20' DATE: JANUARY 2022 C1 = N/A 1 of 6

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 282-2300 (520) 292-1290 fax
www.psomas.com

ROCKING K RANCH
ESTATES IV
BK. 32, PG. 18

1/4" ALUMINUM CAP
PIN COR SEC 28

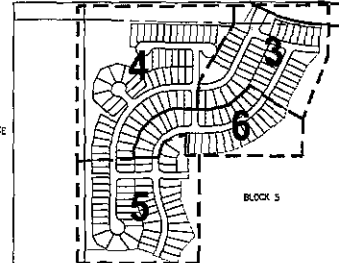
PARCEL A-1
SEQ. NO. 20202530421

BASE OF BEARING
N89°43'21"W 3867.15'
1000.00'

S ROCKING K RANCH LOOP



STONE MARKED 1/4" ON NORTH FACE
N 1/4 COR SEC 28



SHEET INDEX MAP
N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°16'55"E	55.00'
L2	S71°43'05"E	122.00'
L3	S18°16'55"W	10.70'
L4	N18°16'55"E	100.00'
L5	N23°56'28"W	110.17'
L6	N89°51'11"E	52.45'
L7	N89°51'11"E	110.00'
L8	N89°23'16"E	55.61'
L9	N85°00'52"E	55.09'
L10	N79°46'27"E	55.09'
L11	N74°32'02"E	55.09'
L12	N69°17'37"E	55.09'
L13	N61°48'42"E	110.84'
L14	N02°28'54"W	45.29'
L15	N85°56'28"W	24.01'

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

TDR Overall Lot Summary										
Block	Minimum Permitted Lots per Existing Zoning	Permitted Range Per Comprehensive Plan	Neighborhood 1 Lots	Neighborhood 2 Lots	Neighborhood 3 Lots	Neighborhood 4 Lots	Parcel F	Neighborhood 1 Parcel A-E	Neighborhood 2 Parcel A-E	Neighborhood 3 Parcel A-E
1	232	71 - 190	110	---	---	---	---	---	---	---
2	228	413 - 819	699	---	---	---	---	---	---	---
3	612	360 - 690	---	---	---	---	---	---	---	---
4	468	228 - 468	---	---	---	---	---	---	---	---
5	1009	1131 - 2099	---	---	---	---	---	---	---	---
6	1780	1994 - 2200	---	---	---	---	---	---	---	---
7	633	286 - 924	---	---	---	---	---	---	---	---
Totals	2223		811	242	510	356	224	97	0	0

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



P. S. OMAS

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

REF: P21TP00021

P22FP000X

FINAL PLAT

ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL L

LOTS 1-172, COMMON AREA 'A' (DRAINAGE AND OPEN SPACE),
COMMON AREA 'B' (DRAINAGE, OPEN SPACE & BROADWAY INTERSECTION),
BEING A RE-CONVEYANCE OF A PORTION OF BLOCK 5 TO BE
AMENDED ROCKING K SOUTH BLOCK PLAT SEQ. NO. 20182350104 - LOCATED IN SECTION 28
TOWNSHIP 15 SOUTH, RANGE 18 EAST, COCHISE COUNTY, ARIZONA

PROJ. NO. 2000000001 SCALE: HORIZ. 1" = 1/4" VERT. 1" = 10' DATE: JANUARY, 2022 CH: MJA 2 OF 2

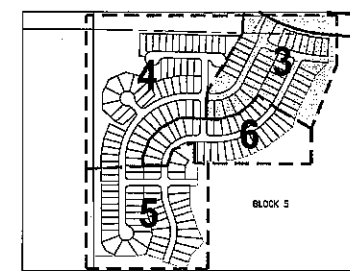
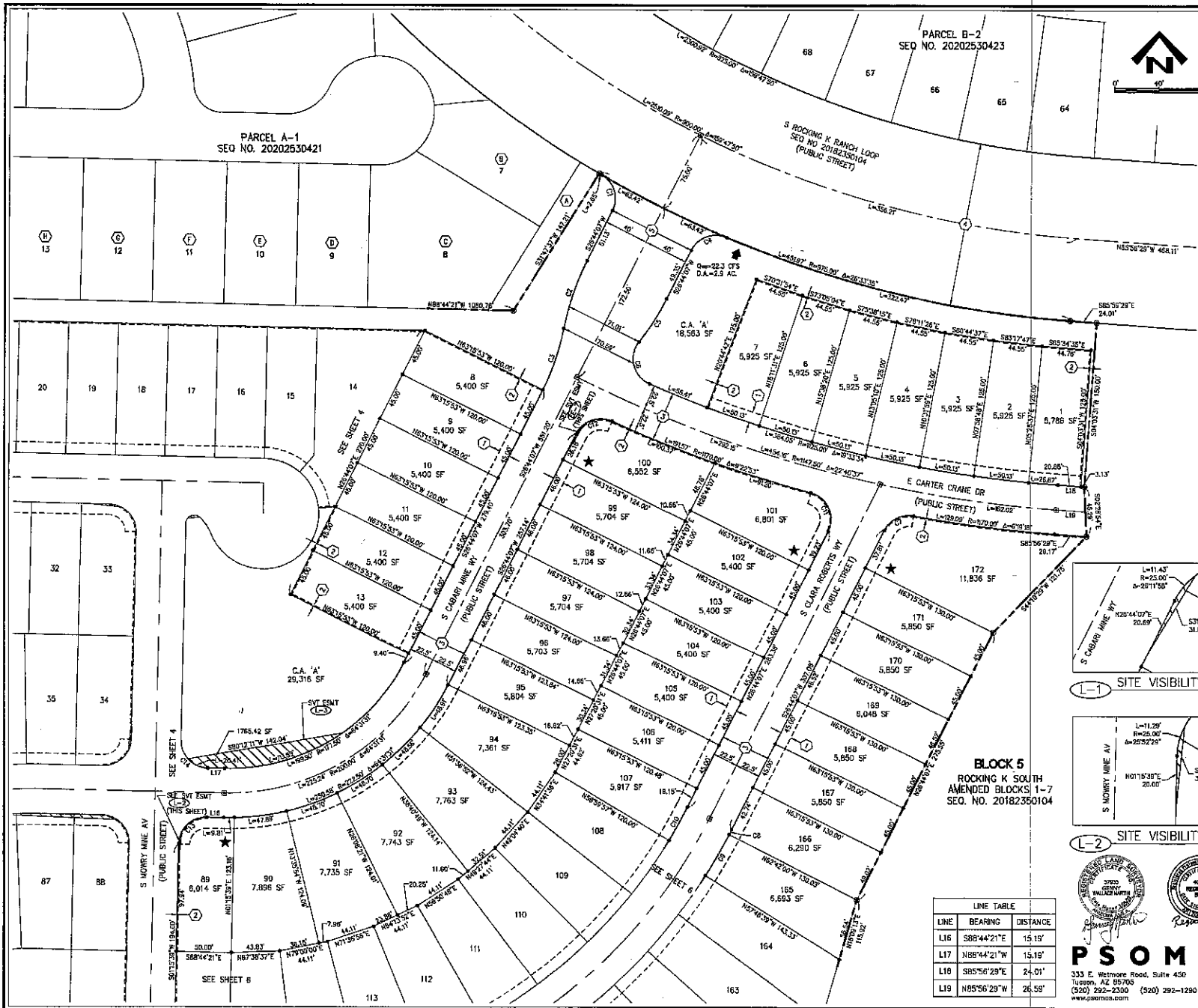
PROJECT OVERVIEW

SCALE: 1" = 80'

1/4" SECTION LINE
2" LEAD CAP ON 1/2" OPEN IRON PIPE
W 1/4 COR SEC 28

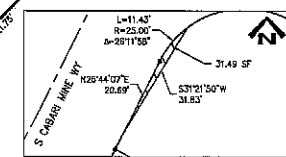
3" REBAR WITH TAG
7/16" 52668

S71°43'05"E 170.00'

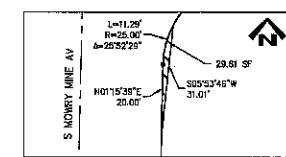


SHEET INDEX MAP
N.T.S.

- KEYNOTES**
- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ② 1' PUBLIC RIGHT OF WAY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
 - ④ 150' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY SEQ. NO. 20182350104
 - ⑤ 80' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.
 - Ⓐ 205-95-5730 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓑ 205-95-5950 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓒ 205-95-5960 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓓ 205-95-5970 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓔ 205-95-5980 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓕ 205-95-5990 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓖ 205-95-6000 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S
 - Ⓗ 205-95-6010 TITLE SECURITY AGENCY OF AZ LLC TR 202053-S



L-1 SITE VISIBILITY EASEMENT
N.T.S.



L-2 SITE VISIBILITY EASEMENT
N.T.S.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	37.84'	23.00'	88°16'23"
C2	65.12'	230.00'	16°13'22"
C3	59.32'	209.50'	16°13'22"
C4	37.84'	25.00'	88°16'23"
C5	45.44'	230.00'	11°34'04"
C6	45.88'	25.00'	104°41'06"
C7	32.13'	25.00'	73°38'42"
C8	5.00'	507.50'	0°33'52"
C9	43.31'	507.50'	4°53'21"
C10	34.43'	462.50'	4°15'58"
C11	44.36'	25.00'	101°35'34"
C12	38.28'	25.00'	87°43'19"
C13	39.27'	25.00'	90°00'00"
C14	39.27'	25.00'	90°00'00"

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S88°44'21"E	15.19'
L17	N88°44'21"W	15.19'
L18	S85°56'29"E	24.01'
L19	N85°56'29"W	26.59'

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85700
(520) 292-2500 (520) 292-1280 fax
www.psomas.com

REF: P21P00021 FINAL PLAT
P22FF00006

**ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL L**

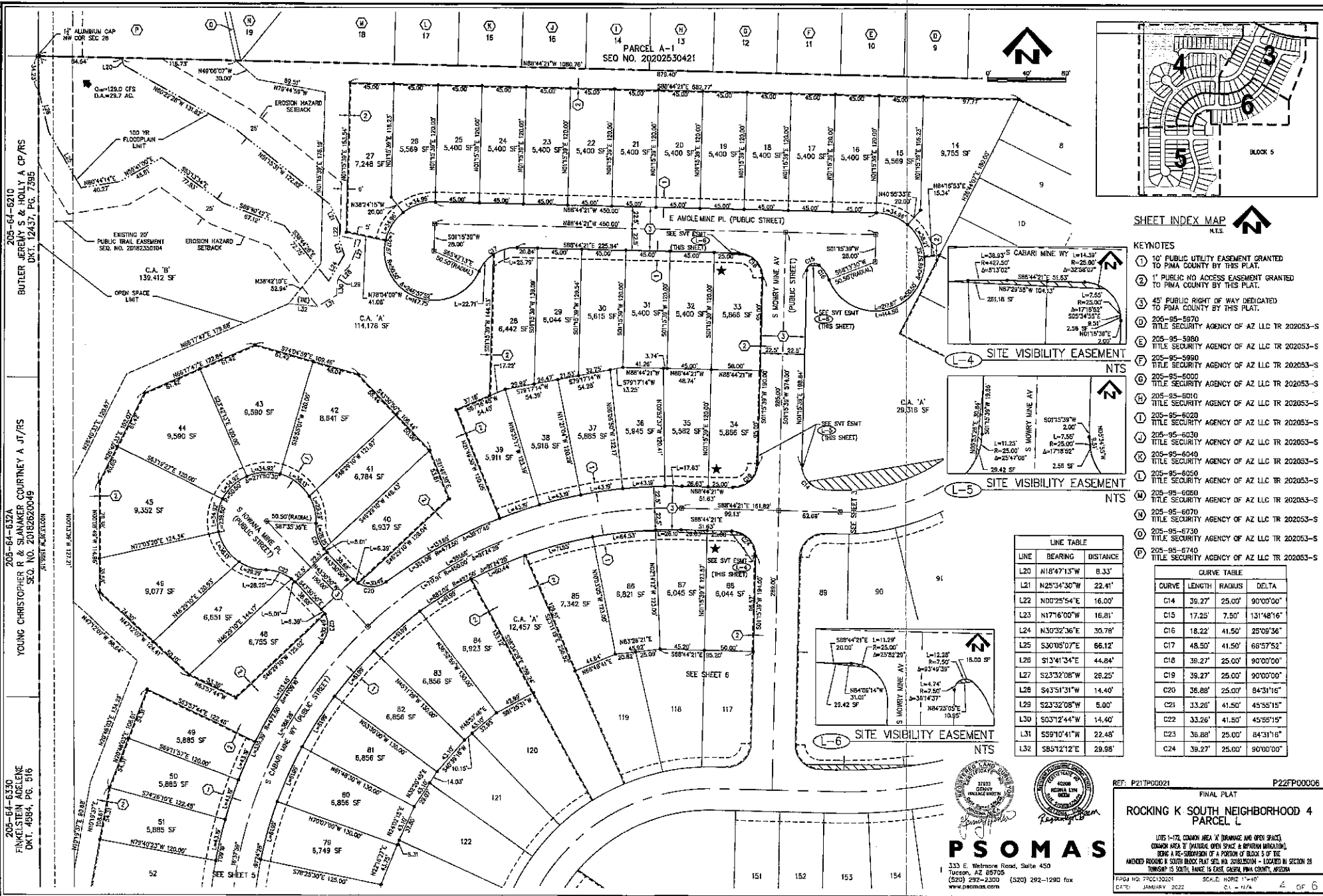
LOTS 1-17, COMMON AREA "K" (DRAINAGE AND OPEN SPACE),
COMMON AREA "B" (DRAINAGE AND OPEN SPACE) & REPAIRS/IMPROVEMENTS
ARE A SUBSEQUENCE OF A PORTION OF BLOCK 5 OF THE
AMENDED ROCKING K SOUTH BLOCK PLAT SEQ. NO. 20182350104 - LOCATED IN SECTION 28
TOWNSHIP 15 SOUTH, RANGE 16 EAST, COCONA, PIMA COUNTY, ARIZONA

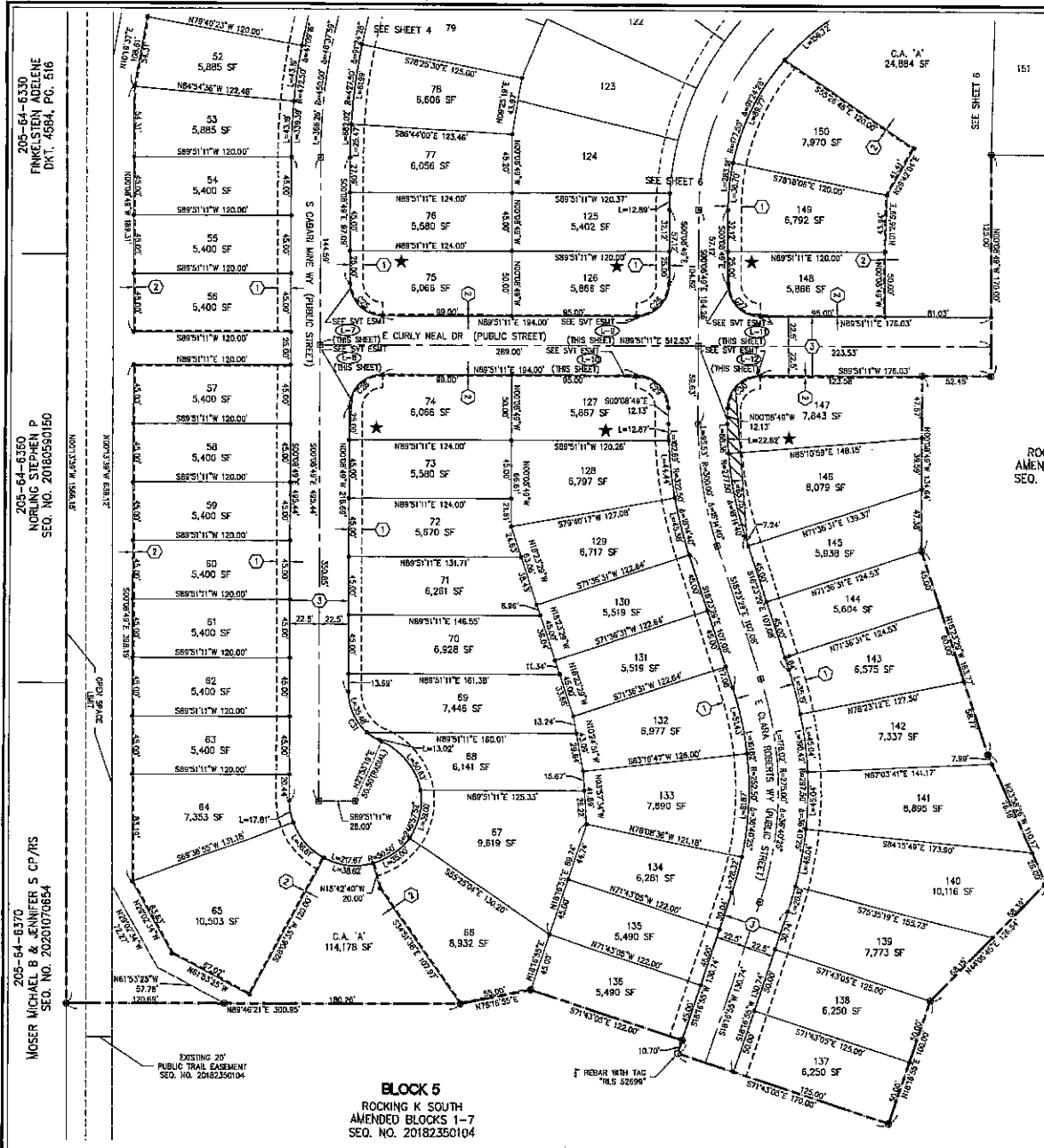
PROJ: 102-79001-0021 SCALE: HORIZ: 1"=40'
DATE: JANUARY 2022 C. 1/14 3 OF 6

205-64-6210
BUTLER JEFFREY S & HOLLY A CP/RS
DWT. 12437, PG. 7585

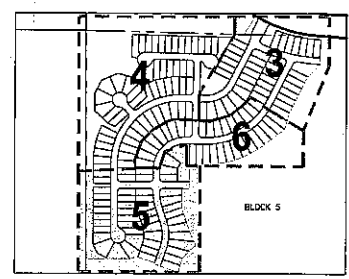
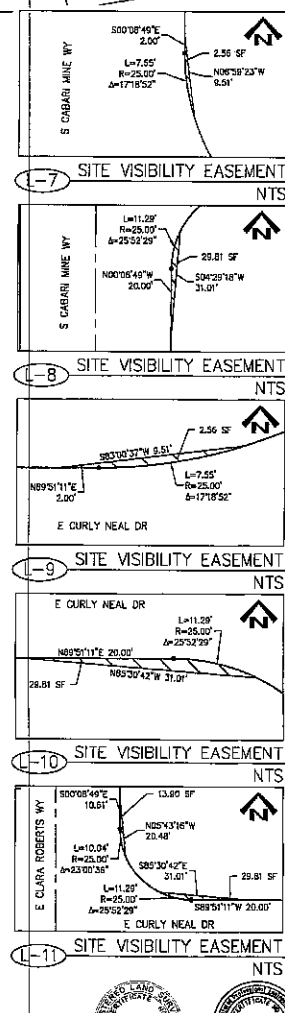
205-64-6324
YOUNG CHRISTOPHER R & SHANKER COURTNEY A JT/RS
SEQ. NO. 2018262049

205-64-6330
FINKELSTEIN ADELENE
DWT. 4384, PG. 516





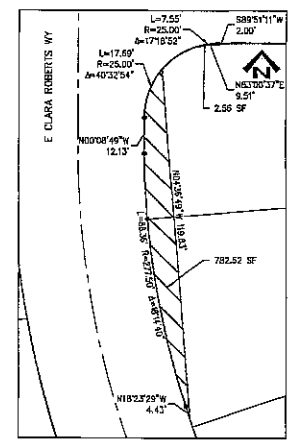
BLOCK 5
ROCKING K SOUTH
AMENDED BLOCKS 1-7
SEQ. NO. 20182350104



SHEET INDEX MAP
N.T.S.

- KEYNOTES**
- ① 10' PUBLIC UTILITY EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ② 1' PUBLIC HO ACCESS EASEMENT GRANTED TO PIMA COUNTY BY THIS PLAT.
 - ③ 45' PUBLIC RIGHT OF WAY DEDICATED TO PIMA COUNTY BY THIS PLAT.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C25	39.27'	25.00'	90°00'00"
C26	39.27'	25.00'	90°00'00"
C27	39.27'	25.00'	90°00'00"
C28	39.27'	25.00'	90°00'00"
C29	39.27'	25.00'	90°00'00"
C30	39.27'	25.00'	90°00'00"
C31	48.50'	41.50'	66°57'52"



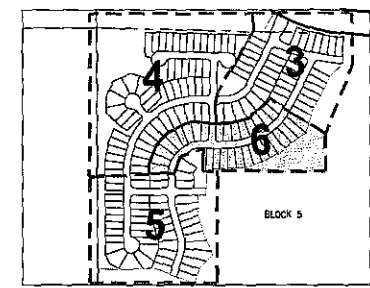
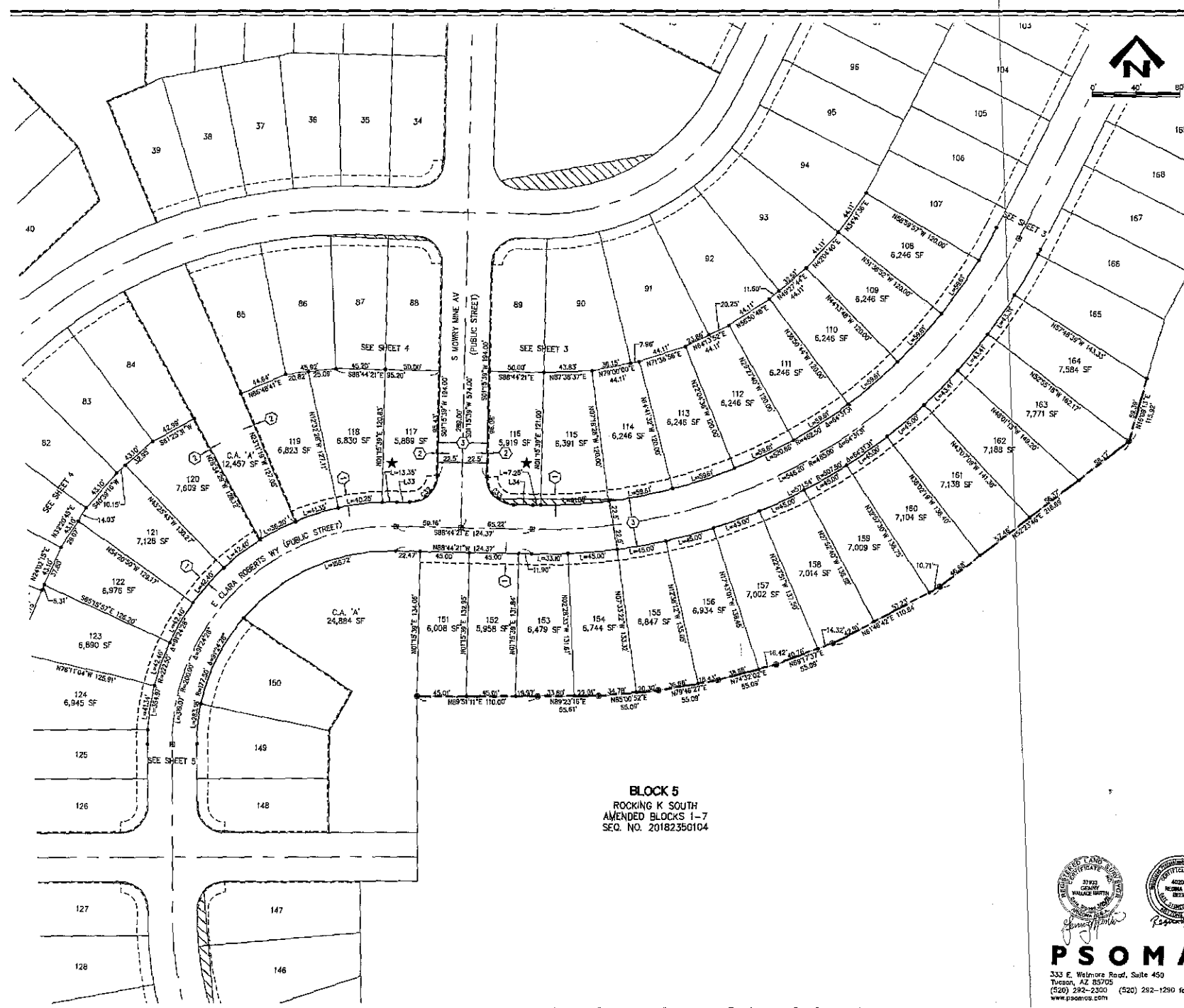
L-12 SITE VISIBILITY EASEMENT
N.T.S.



PSOMAS

333 E. Williams Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1250 fax
www.psomas.com

REF: P21P00021
FINAL PLAT
ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL L
LOTS 1-172, CONDOMINIA AREA 'X' (DRAINAGE AND OPEN SPACE), COMMON AREA 'Y' (PARKING, OPEN SPACE & IMPROVED INFRASTRUCTURE), VARIOUS AREAS SUBDIVISIONS OF A PORTION OF BLOCK 5 OF THE AMENDED ROCKING K SOUTH NEIGHBORHOOD 4 PLAT, 20182350104 - LOCATED IN SECTION 20, TOWNSHIP 15 SOUTH, RANGE 16 EAST, COCONA, PIMA COUNTY, ARIZONA.
P22FP00006
DATE: JANUARY, 2022 SCALE: HORIZ. 1"=40' VERT. 1"=20' 5 of 6



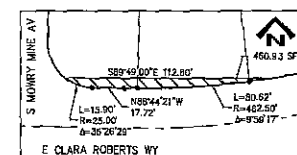
SHEET INDEX MAP
N.T.S.

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 TABLE			
CURVE	LENGTH	RADIUS	DELTA
C32	38.27'	25.00'	90°00'00"
C33	39.27'	25.00'	90°00'00"

LINE TABLE		
LINE	BEARING	DISTANCE
L33	N88°44'21"W	11.66'
L34	N88°44'21"W	17.72'



L-13 SITE VISIBILITY EASEMENT
N.T.S.

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



PSOMAS
333 E. Wainwright Road, Suite 459
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

REF: P21TP00021 FINAL PLAT P22FP00006

**ROCKING K SOUTH NEIGHBORHOOD 4
PARCEL L**

LOTS 1-T22, COMMON AREA 'K' (GRANITE AND OPEN SPACE),
COMMON AREA 'L' (NATURAL OPEN SPACE & RECREATION),
BEING A RE-SUBDIVISION OF A PORTION OF BLOCK 5 OF THE
AMENDED ROCKING K SOUTH BLOCK PLAT SEQ. NO. 20182350104 - LOCATED IN SECTION 28
TOWNSHIP 15 SOUTH RANGE 15 EAST, GRAND, PIMA COUNTY, ARIZONA

PROJ. NO: P21TP00021 SCALE: HORIZ 1"=40' 6 OF 6
DATE: JANUARY 2002

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS** (Third Party Trust)
[P22FP00006]

THIS AGREEMENT is made and entered into by and between SEE ATTACHED LIST OF SUBDIVIDERS or successors in interest ("Subdivider"), FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), as trustee under Trust No. 60,380; 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 L, Lots 1-172, Common Area "A" (Drainage and Open Space) & Common Area "B" (Natural Open Space and 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

SUBDIVIDER:
SEE ATTACHED SIGNATURE PAGES

Chair, Board of Supervisors

By: _____

Its: _____

ATTEST:

TRUSTEE: FIDELITY NATIONAL TITLE
AGENCY, INC., an Arizona corporation, as
Trustee under Trust No. 60,380, and not in its
corporate capacity

Clerk of the Board

By: Rachel Turnipseed
Rachel Turnipseed
Its: Trust Officer _____

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ of _____
SEE ATTACHED NOTARY PAGES ("Subdivider"), an Arizona
corporation, on behalf of the company.

Notary Public

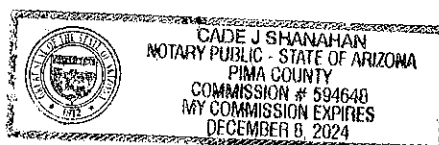
My Commission Expires:

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 23 day of MAY, 2022, by Rachel Turnipseed of Fidelity National Title Agency, Inc., ("Trustee"), an Arizona corporation, on behalf of the corporation, as trustee under trust number 60,380.

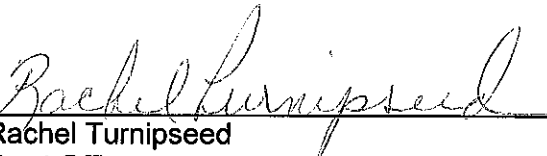
[Signature]
Notary Public

My Commission Expires:
Dec 08, 2024

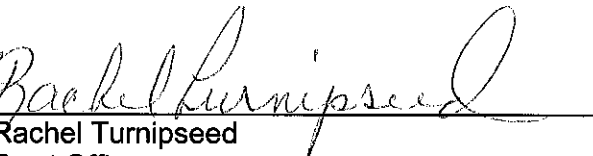


SIGNATURE PAGES FOR ASSURANCE AGREEMENT

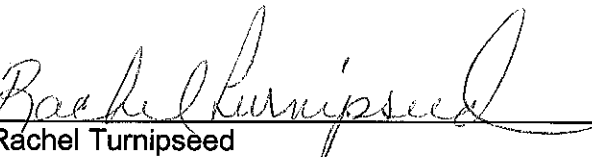
FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation, as Trustee under
Trust No. 10,730, and not in its corporate capacity

By: 
Rachel Turnipseed
Its: Trust Officer

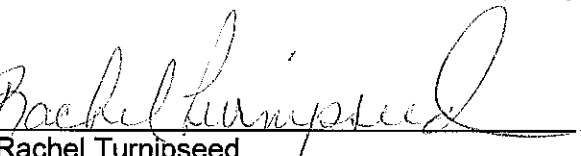
FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation, as Trustee under
Trust No. 10,733, and not in its corporate capacity

By: 
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

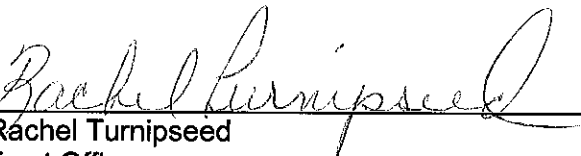
By: 
Rachel Turnipseed
Its: Trust Officer

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

By: 
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

By: 
Rachel Turnipseed
Its: Trust Officer

AURIGA PROPERTIES, INC., an Arizona corporation

By: 
Chad Kolodisner
Its: Vice President

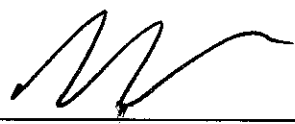
TUCSON MOUNTAIN INVESTORS L.L.C., an Arizona
limited liability company

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 cororate as General Partner

By: 
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

By: [Signature]
Chad Kolodisner
Its: Vice President

ROCKING K DEVELOPMENT COMPANY, INC.,
an Arizona corporation

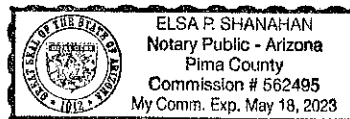
By: [Signature]
Chad Kolodisner
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, 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.

[Signature]
Notary Public

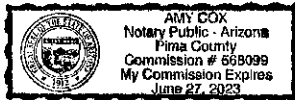
My Commission Expired:
May 18, 2023



CONTINUED SIGNATURE PAGE FOR ASSURANCE AGREEMENT

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 5th day of May, 2022, by Chad Kolodisner, Vice President of AURIGA PROPERTIES, INC., an Arizona corporation; Diamond Ventures, Inc., Manager of TUCSON MOUNTAIN INVESTORS L.L.C., an Arizona limited liability company; Diamond Ventures, Inc., an Arizona corporation, as General Partner of ROCKING K HOLDINGS LIMITED PARTNERSHIP, an Arizona Limited Partnership; Rincon Valley Properties, Inc., an Arizona corporation, General Partner of RINCON VALLEY HOLDINGS LIMITED PARTNERSHIP, an Arizona limited partnership; and ROCKING K DEVELOPMENT COMPANY, INC., an Arizona corporation.



Amy Cox

Notary Public

My Commission Expires:

June 27, 2023



SEQUENCE: 20221120978

No. Pages: 8

4/22/2022

4:40 PM



GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: LW(e-recording)

WHEN RECORDED RETURN TO:

Snell & Wilmer L.L.P.

One South Church Avenue

Suite 1500

Tucson, Arizona 85701-1612

Courtesy Recording

No Title Liability

**DECLARATION OF ANNEXATION
FOR
ROCKING K SOUTH NEIGHBORHOOD 4 PARCEL L**

When recorded return to:

Snell & Wilmer L.L.P.
One South Church Avenue
Suite 1500
Tucson, Arizona 85701-1612

For Recorder's Use

**DECLARATION OF ANNEXATION
FOR
ROCKING K SOUTH NEIGHBORHOOD 4 PARCEL L**

This Declaration of Annexation for Rocking K South Neighborhood 4 Parcel L (this "**Declaration of Annexation**") is executed this 22nd day of April, 2022, by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,380 (the "**Trust**"), and not otherwise, and by Rocking K Development Co., an Arizona corporation (the latter, being referred to herein as the "**Declarant**").

RECITALS

A. Declarant hereunder is the "Declarant" pursuant to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Rocking K recorded as Instrument No. 20192270776, Pima County Records (the "**Declaration**"), which Declaration encumbers and has reference to certain real property referred to therein as the "**Covered Property**." The Covered Property is subject to all terms and provisions of the Declaration, all in accordance with the more specific terms and provisions thereof.

B. Pursuant to Article 17 of the Declaration, Declarant may annex any Annexable Property into the Covered Property. Such annexation shall be accomplished by recording a Declaration of Annexation executed by Declarant and the owner of such Annexable Property.

C. The Trust is the legal owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein (the "**Annexed Property**").

D. The Annexed Property is properly included within the definition of Annexable Property under the terms of the Declaration.

E. The Trust and Declarant desire to execute this Declaration of Annexation for the purpose of annexing into the Covered Property and the Declaration the Annexed Property.

NOW, THEREFORE, the Trust and Declarant hereby declare as follows:

1. **Defined Terms**. All capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the Declaration.

2. Annexation. Pursuant to Article 17 of the Declaration, the Annexed Property is hereby annexed to and bound by the Declaration and hereafter shall be subject to the Declaration and included within the definition of Covered Property under the Declaration. The Annexed Property shall hereafter be a part of the Covered Property, and the Owners of the Annexed Property shall have the same rights, privileges and obligations under the Declaration as Owners of Lots or Blocks, as applicable, within the Covered Property, including, but not limited to, all provisions governing voting rights, membership rights, Common Area privileges and assessment obligations. The covenants, restrictions and terms of the Declaration shall run with the Annexed Property and shall be binding upon all persons having or acquiring any interest therein.

3. Full Force and Effect. Except as expressly set forth herein, the terms and conditions of the Declaration shall remain in full force and effect.

4. Tract Declaration. This instrument shall be deemed a Tract Declaration pursuant to the Declaration. All lots created within the Annexed Property shall be deemed Lots under the purview of the Declaration, the owner of the Annexed Property who acquires same from Declarant shall be deemed a Developer Owner with respect thereto. Declarant may record such further Tract Declarations or amendments hereto as may be necessary to address Common Areas, Area Assessments and other matters as provided in the Declaration.

5. Counterparts. This Declaration of Annexation may be executed in multiple counterparts, each of which shall be valid as an original, and all of which, taken together, shall form but one instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Declaration of Annexation is made and entered into as of the day and year written above.

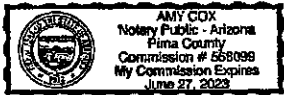
ROCKING K DEVELOPMENT CO.,
an Arizona corporation

By: [Signature]
Name: Chad Kolodisner
Title: Vice President

"DECLARANT"

STATE OF ARIZONA)
)
COUNTY OF PIMA) ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 2022, by Chad Kolodisner, the Vice President of Rocking K Development Co., an Arizona corporation.



Amy Cox
Notary Public

My Commission Expires:
June 27, 2023

FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation, as Trustee under Trust
No. 60,380, and not in its corporate
capacity

By: [Signature]
Name: Rachel Turnipseed
Title: Trust Officer

STATE OF ARIZONA)
)
COUNTY OF PIMA) ss.

The foregoing instrument was acknowledged before me this 22 day of April, 2022, by Rachel Turnipseed, the Trust Officer of Fidelity National Title Agency, Inc., an Arizona corporation.

[Signature]
Notary Public

My Commission Expires:

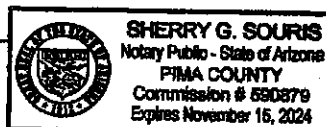


EXHIBIT A

Annexed Property

October 29, 2021
Psomas #7ROC210101

**EXHIBIT A
LEGAL DESCRIPTION
ROCKING K PARCEL L BOUNDARY**

A portion of Block 5 of the Amended Plat of Rocking K South, Blocks 1-7 as recorded in Sequence No. 20182350104, records of Pima County, located in Sections 21 and 28 of Township 15 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the west one-quarter corner of said Section 28, being on the west line of said Block 5, monumented by a 2" lead cap pipe from which the northwest corner of said section, monumented by a 1-1/2" aluminum cap w/punch, marked "Trimble, PE 2201", bears N 00°13'39" W (basis of bearing) a distance of 2636.91 feet;

THENCE upon the west line of the northwest one-quarter of said Section 28 and the west line of said Block 5, N 00°13'39" W a distance of 1070.76 feet to the **POINT OF BEGINNING**;

THENCE N 89°46'21" E a distance of 300.95 feet;

THENCE N 78°16'55" E a distance of 55.00 feet;

THENCE S 71°43'05" E a distance of 122.00 feet;

THENCE S 18°16'55" W a distance of 10.70 feet;

THENCE S 71°43'05" E a distance of 170.00 feet;

THENCE N 18°16'55" E a distance of 100.00 feet;

THENCE N 44°06'45" E a distance of 126.54 feet;

THENCE N 23°58'26" W a distance of 110.17 feet;

THENCE N 18°23'29" W a distance of 163.77 feet;

THENCE N 00°08'49" W a distance of 134.64 feet;

THENCE N 89°51'11" E a distance of 52.45 feet;

THENCE N 00°08'49" W a distance of 170.00 feet;

THENCE N 89°51'11" E a distance of 110.00 feet;

THENCE N 89°23'16" E a distance of 55.61 feet;

EXHIBIT A

Annexed Property

THENCE N 85°00'52" E a distance of 55.09 feet;

THENCE N 79°46'27" E a distance of 55.09 feet;

THENCE N 74°32'02" E a distance of 55.09 feet;

THENCE N 69°17'37" E a distance of 55.09 feet;

THENCE N 61°48'42" E a distance of 110.84 feet;

THENCE N 52°23'46" E a distance of 218.69 feet;

THENCE N 16°09'13" E a distance of 115.92 feet;

THENCE N 26°44'07" E a distance of 275.55 feet;

THENCE N 44°10'29" E a distance of 121.75 feet;

THENCE N 02°28'54" W a distance of 45.29 feet;

THENCE N 04°03'31" E a distance of 150.00 feet to the southerly right-of-way line of Rocking K Ranch Loop, being common with the northerly line of said Block 5 as recorded in said Amended Plat;

THENCE upon said northerly line, N 85°56'29" W a distance of 24.01 feet to a point of curvature of a tangent curve, concave northerly;

THENCE continue upon said northerly line, westerly upon the arc of said curve, to the left, having a radius of 975.00 feet and a central angle of 26°33'35" for an arc length of 451.97 feet;

THENCE continue upon said northerly line, S 31°47'37" W a distance of 147.21 feet;

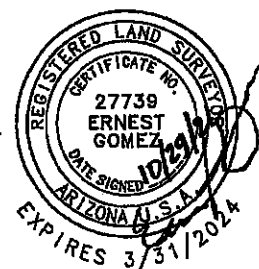
THENCE continue upon said northerly line, N 88°44'21" W a distance of 1080.76 feet to the northwest corner of said Block 5, being common with the northwest corner of said Section 28;

THENCE upon the west line of said Block 5 and said Section 28, S 00°13'39" E a distance of 1566.15 feet to the **POINT OF BEGINNING**.

Containing an area of 40.27 acres, more or less.

See Exhibits B-1 and B-2 attached hereto and made a part hereof.

Prepared By:
Psomas, Ernest Gomez, Az R.L.S. 27739



T:\7ROC130201\SURVEY\LEGALS\Parcels L and M\Parcel L Boundary.rtf

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EXHIBIT A

Annexed Property

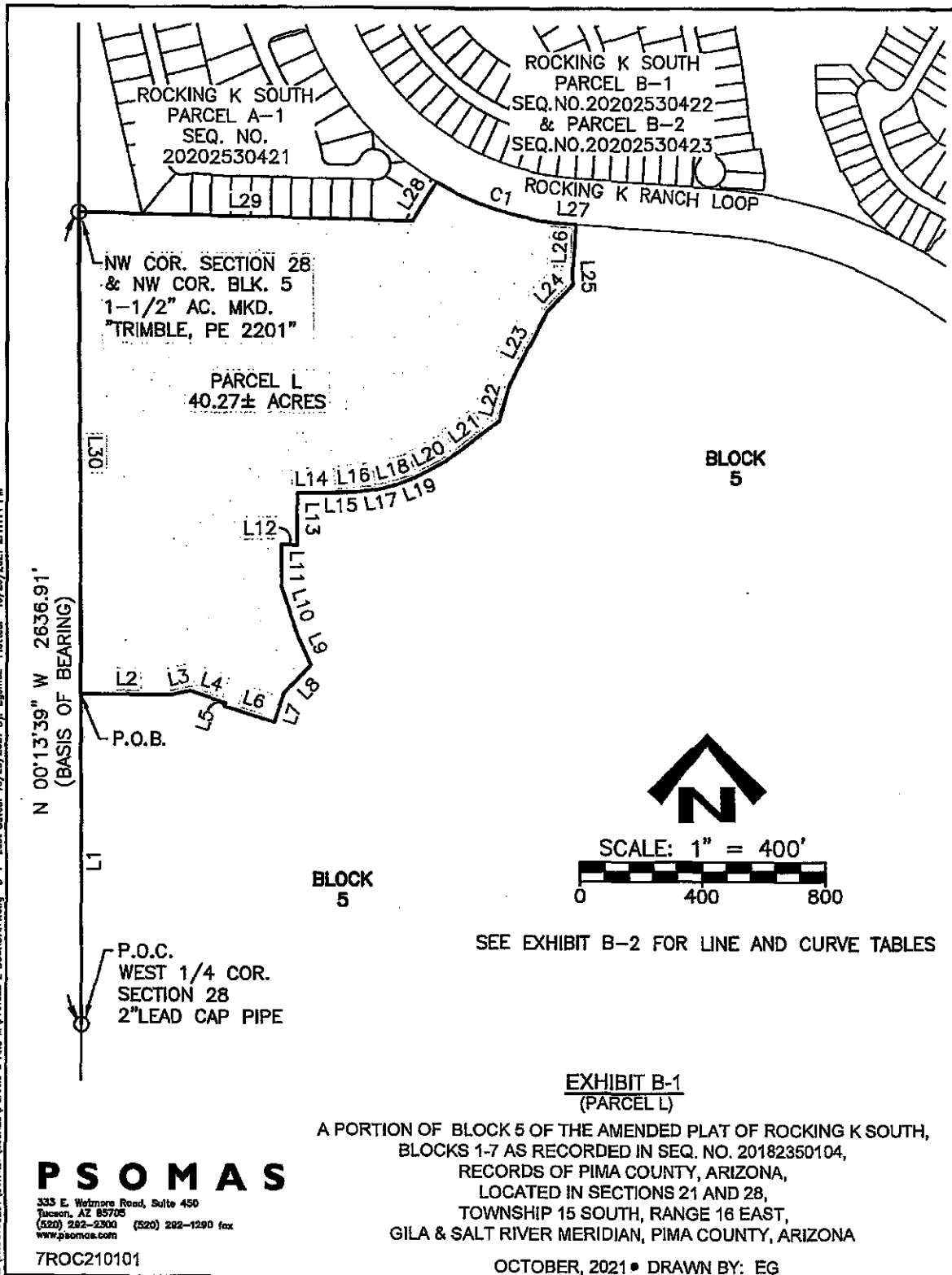


EXHIBIT A

Annexed Property

LINE	BEARING	DISTANCE
L1	N 00°13'39" W	1070.76'
L2	N 89°46'21" E	300.95'
L3	N 78°16'55" E	55.00'
L4	S 71°43'05" E	122.00'
L5	S 18°16'55" W	10.70'
L6	S 71°43'05" E	170.00'
L7	N 18°16'55" E	100.00'
L8	N 44°06'45" E	126.54'
L9	N 23°58'26" W	110.17'
L10	N 18°23'29" W	163.77'
L11	N 00°08'49" W	134.64'
L12	N 89°51'11" E	52.45'
L13	N 00°08'49" W	170.00'
L14	N 89°51'11" E	110.00'
L15	N 89°23'16" E	55.61'
L16	N 85°00'52" E	55.09'
L17	N 79°46'27" E	55.09'
L18	N 74°32'02" E	55.09'
L19	N 69°17'37" E	55.09'
L20	N 61°48'42" E	110.84'
L21	N 52°23'46" E	218.69'
L22	N 16°09'13" E	115.92'
L23	N 26°44'07" E	275.55'
L24	N 44°10'29" E	121.75'
L25	N 02°28'54" W	45.29'
L26	N 04°03'31" E	150.00'
L27	N 85°56'29" W	24.01'
L28	S 31°47'37" W	147.21'
L29	N 88°44'21" W	1080.76'
L30	S 00°13'39" E	1566.15'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	975.00'	451.97'	447.93'	N 72°39'42" W	26°33'35"

EXHIBIT B-2 (PARCEL L)

A PORTION OF BLOCK 5 OF THE AMENDED PLAT OF ROCKING K SOUTH,
BLOCKS 1-7 AS RECORDED IN SEQ. NO.20182350104,
RECORDS OF PIMA COUNTY, ARIZONA,
LOCATED IN SECTIONS 21 AND 28,
TOWNSHIP 15 SOUTH, RANGE 16 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PSOMAS

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OCTOBER, 2021 • DRAWN BY: EG

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