



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: August 17, 2020

Title: Rocking K South Neighborhood 1 Parcel A-1, Lots 1-84, Common Areas A and B (P18FP00003)

Introduction/Background:

This is a proposed subdivision within Rocking K South Neighborhood 1

Discussion:

The Final Plat and Assurance Agreement are being presented for approval and signatures.

Conclusion:

Final Plat Rocking K South Neighborhood 1 Parcel A-1 and Assurance Agreement for approval and signatures

Recommendation:

Staff recommends the Board of Supervisors approve the Final Plat of Rocking K South Neighborhood 1 Parcel A-1.

Fiscal Impact:

n/a

Board of Supervisor District:

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department: Development Services

Telephone: 520-724-9900

Contact: Donna Spicola

Telephone: 520-724-9513

Department Director Signature/Date:

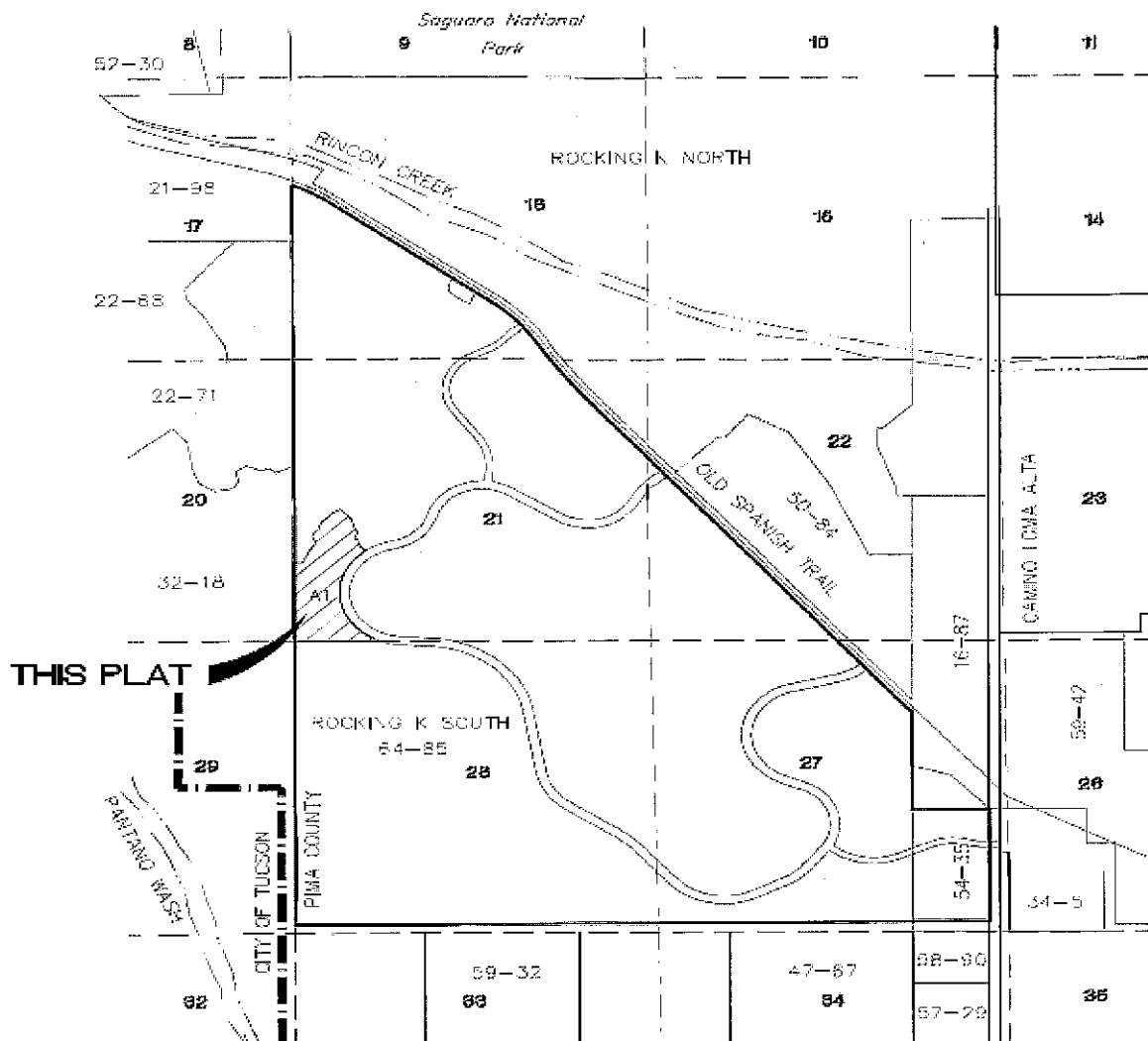
Carla A. Blackwell July 14, 2020

Deputy County Administrator Signature/Date:

[Signature] 7/23/2020

County Administrator Signature/Date:

C. McIntyre 7/23/20



LOCATION MAP

LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 15 SOUTH, RANGE 16 EAST, G&SRM
PIMA COUNTY, ARIZONA
SCALE: 3" = 1 MILE



P18FP00003

Rocking K South Neighborhood 1,

Parcel A-1

Lots 1-84 & Common Areas A & B

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS (Third Party Trust)**
[P18FP00003]

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 1 PARCEL A-1, Lots 1-84, 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

Chairman, 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 _____, 20____, by _____ of _____
SEE ATTACHED NOTARY PAGES ("Subdivider"),
an Arizona corporation, on behalf of the corporation.

Notary Public

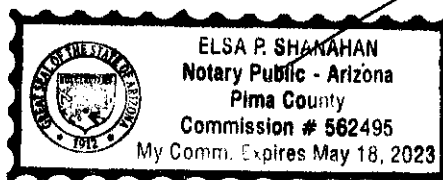
My Commission Expires:

STATE OF ARIZONA)
County of Pima)

The foregoing instrument was acknowledged before me this 9th day of July, 2020, 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.

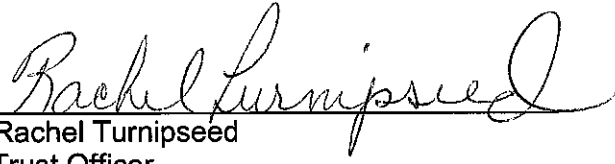
Elsa P. Shanahan
Notary Public

My Commission Expires:
May 18, 2023



SIGNATURE PAGES FOR ASSURANCE AGREEMENT

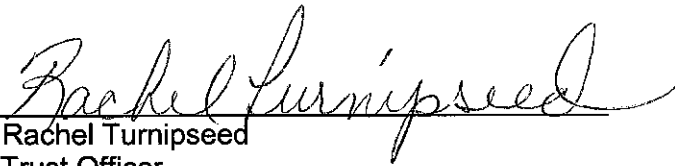
FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation, as Trustee under
Trust No. 10,730, and not in its corporate capacity

By: 
Rachel Turnipseed
Its: Trust Officer

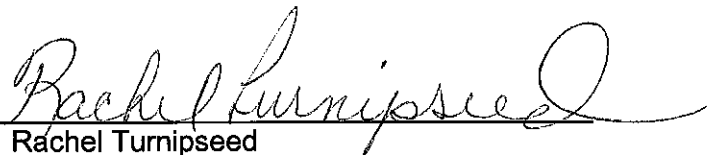
FIDELITY NATIONAL TITLE AGENCY, INC.,
an Arizona corporation, as Trustee under
Trust No. 10,733, and not in its corporate capacity

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

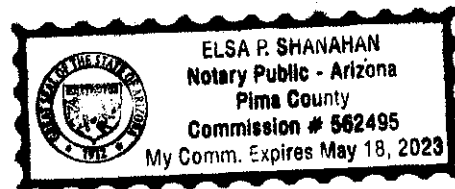
By: [Signature]
Chad Kolodisner
Its: Vice President

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 9th day of July, 2020, 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.

My Commission Expired:
May 18, 2023

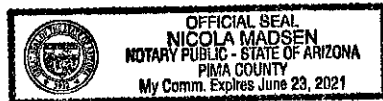
[Signature]
Notary Public



CONTINUED SIGNATURE PAGE FOR ASSURANCE AGREEMENT

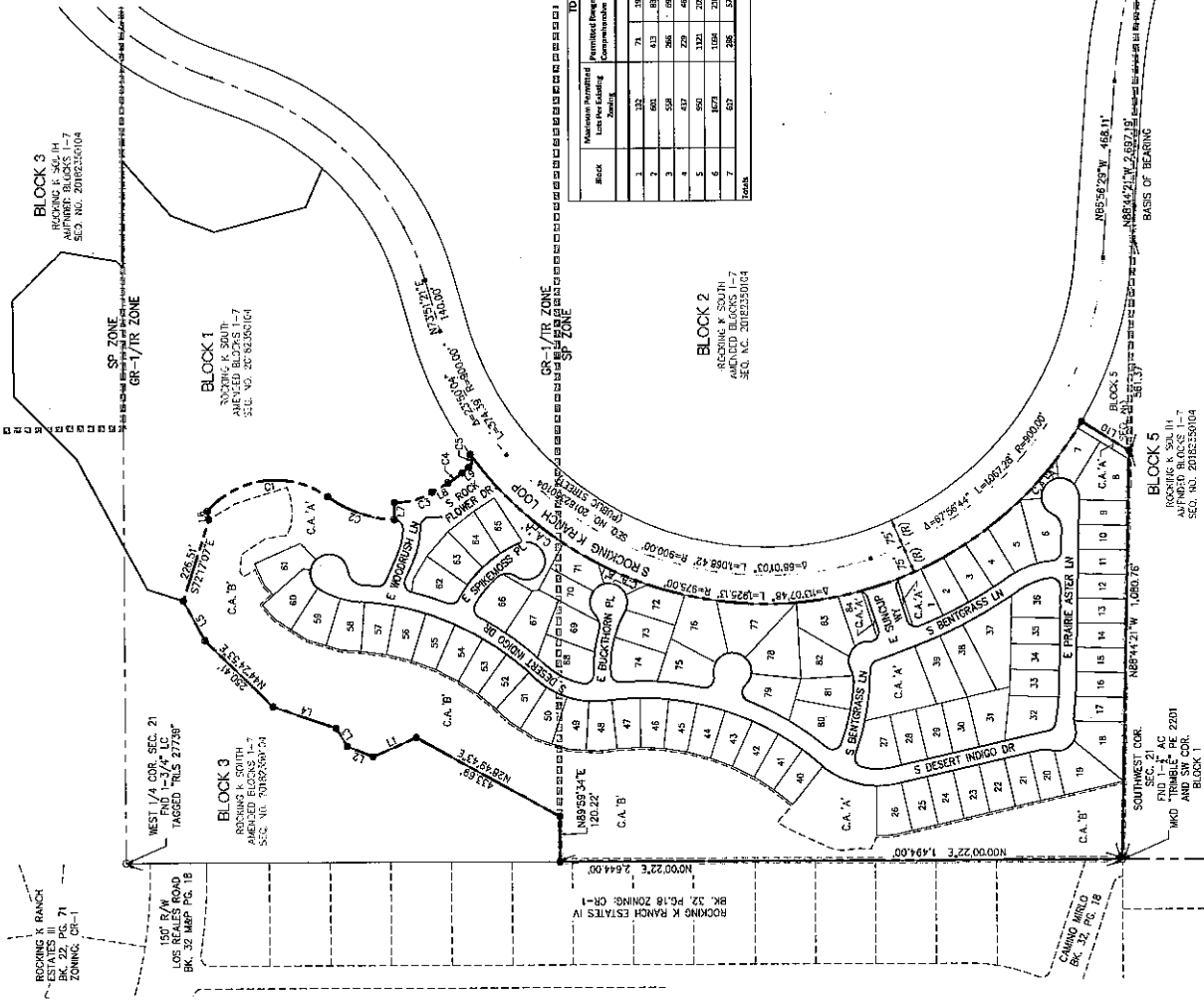
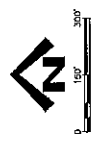
STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 9th day of July, 2020, 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.



Nicola Madsen
Notary Public

My Commission Expires:
June 23, 2021



DR Overall Lot Summary											
Block	Maximum Permitted Lot Size (Acres)	Total Lot Area (Acres)	Phase 1 DR Overall Lot Summary (Acres)								
			A.1	A.2	B.1	B.2	C	D	E	F	Total
1	132	71	132	71	132	71	132	71	132	71	132
2	601	413	601	413	601	413	601	413	601	413	601
3	598	296	598	296	598	296	598	296	598	296	598
4	417	332	417	332	417	332	417	332	417	332	417
5	590	1104	590	1104	590	1104	590	1104	590	1104	590
6	1074	235	1074	235	1074	235	1074	235	1074	235	1074
Total	607	235	607	235	607	235	607	235	607	235	607

CURVE TABLE		
CURVE	DELTA	RADIUS
C1	352.77	227.50
C2	352.77	322.50
C3	352.77	188.46
C4	352.77	104.60
C5	352.77	278.00
C6	352.77	26.00

LINE TABLE		
LINE	DISTANCE	BEARING
L1	124.40	S25°25'30"E
L2	71.07	S27°14'00"W
L3	36.45	S25°36'44"W
L4	175.70	S10°07'05"W
L5	120.19	S80°20'17"W
L6	31.40	S73°03'27"W
L7	45.32	S68°05'20"W
L8	48.80	S27°08'47"W
L9	23.11	N25°26'45"W
L10	142.20	N34°47'27"E

SHEET INDEX MAP



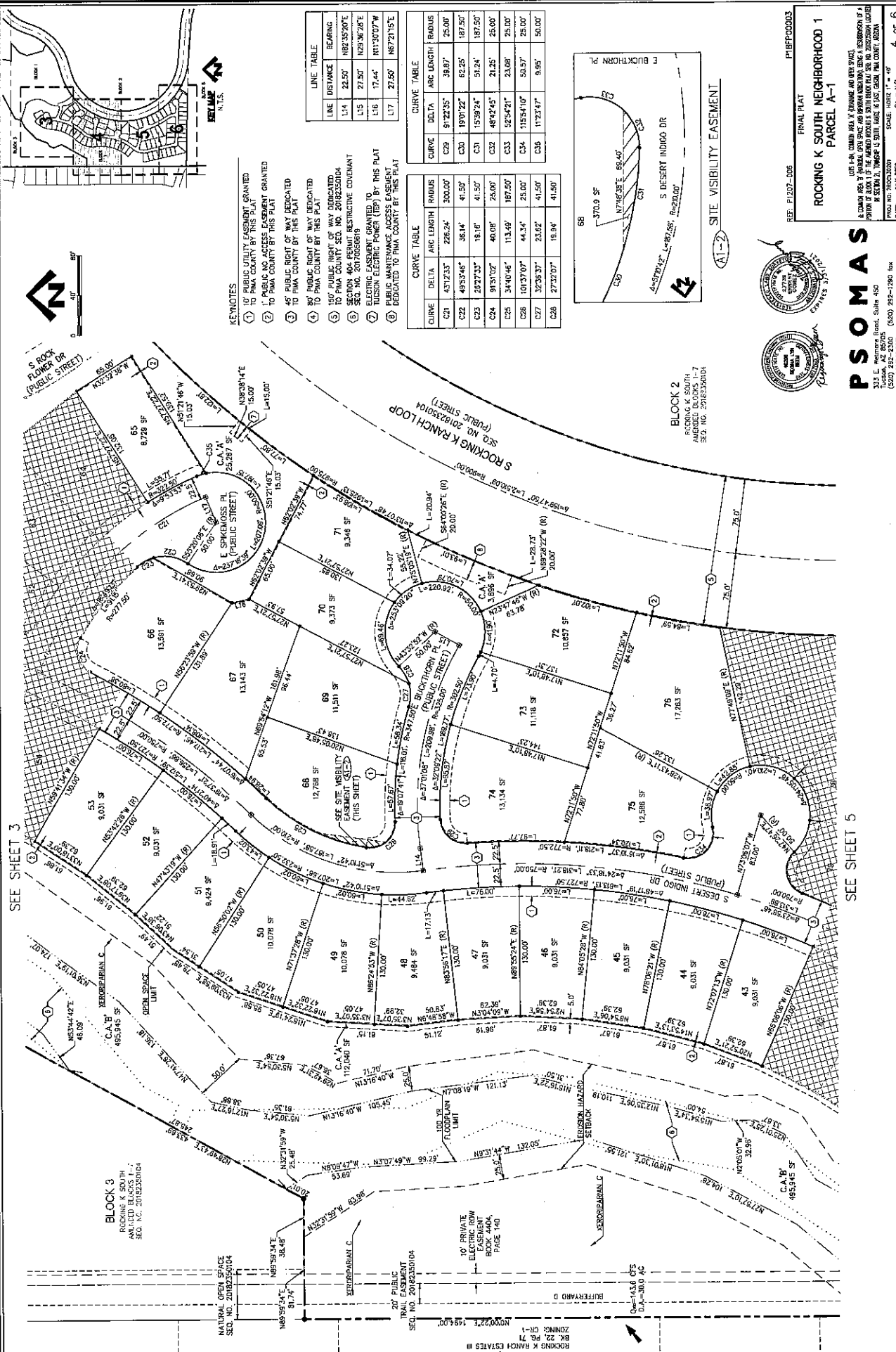
P S O'MAS
Professional Engineer
Surveyor
10000
10000

REF: P1207-005
FINAL PLAT
ROCKING K SOUTH NEIGHBORHOOD 1
PARCEL A-1
SCALE: 1" = 150'
DATE: 11/1/2018
PAGE: 2 OF 6

PROJECT OVERVIEW

SCALE: 1" = 150'

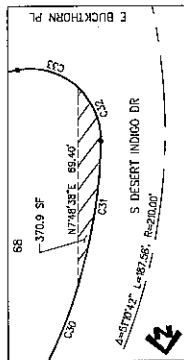
SEE SHEET 4



LINE TABLE		
LINE	DISTANCE	BEARING
L14	22.50'	N82°35'20"E
L15	27.50'	N29°36'28"E
L16	17.44'	N11°30'07"W
L17	27.50'	N67°21'15"E

CURVE TABLE			
CURVE	DELTA	ARC LENGTH	RADIUS
C29	91°22'35"	38.97'	25.00'
C30	190°122"	62.65'	187.50'
C31	159°24"	51.24'	187.50'
C32	48°42'45"	21.25'	25.00'
C33	52°54'21"	23.08'	25.00'
C34	115°54'10"	50.57'	25.00'
C35	112°24'17"	9.95'	50.00'

CURVE TABLE			
CURVE	DELTA	ARC LENGTH	RADIUS
C21	43°2'33"	226.24'	300.00'
C22	48°53'46"	38.14'	41.50'
C23	25°27'53"	18.16'	41.50'
C24	91°51'02"	40.08'	25.00'
C25	34°40'46"	113.40'	187.50'
C26	101°37'07"	44.34'	25.00'
C27	32°36'37"	23.62'	41.50'
C28	27°32'07"	19.94'	41.50'



TE VISIBILITY EASEMENT

P1207-006 FINAL PLAT
ROCKING K SOUTH NEIGHBORHOOD 1
PARCEL A-1
P1BFP00003

PROJ NO: 7800352209 SCALE: HORIZ 1" = 40'

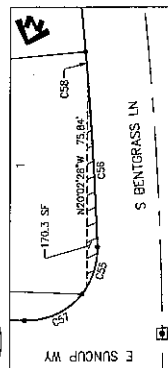
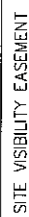
PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 291-2300 (520) 292-1290 fax

SEE SHEET 5



LINE TABLE		
LINE	DISTANCE	BEARING
L18	17.30'	N33°28'20"E
L19	50.50'	S85°00'20"E

- 10' PUBLIC UTILITY EASEMENT GRANTED TO FWA COUNTY BY THIS PLAT
- 11' PUBLIC UTILITY EASEMENT GRANTED TO FWA COUNTY BY THIS PLAT
- 17' PUBLIC NO ACCESS EASEMENT GRANTED TO FWA COUNTY BY THIS PLAT
- 45' PUBLIC RIGHT OF WAY DEDICATED TO FWA COUNTY BY THIS PLAT
- 80' PUBLIC RIGHT OF WAY DEDICATED TO FWA COUNTY BY THIS PLAT
- 150' PUBLIC RIGHT OF WAY DEDICATED TO FWA COUNTY SEC. NO. 2018235004 OF SEC. 40A PERMIT RESTRICTIVE COVENANT SEC. NO. 20170050619
- 7' ELECTRIC EASEMENT GRANTED TO HUDSON ELECTRIC POWER (EP) BY THIS PLAT
- 8' PUBLIC MAINTENANCE EASEMENT GRANTED TO FWA COUNTY BY THIS PLAT



SITE VISIBILITY EASEMENT

P18FP00003

FINAL PLAT

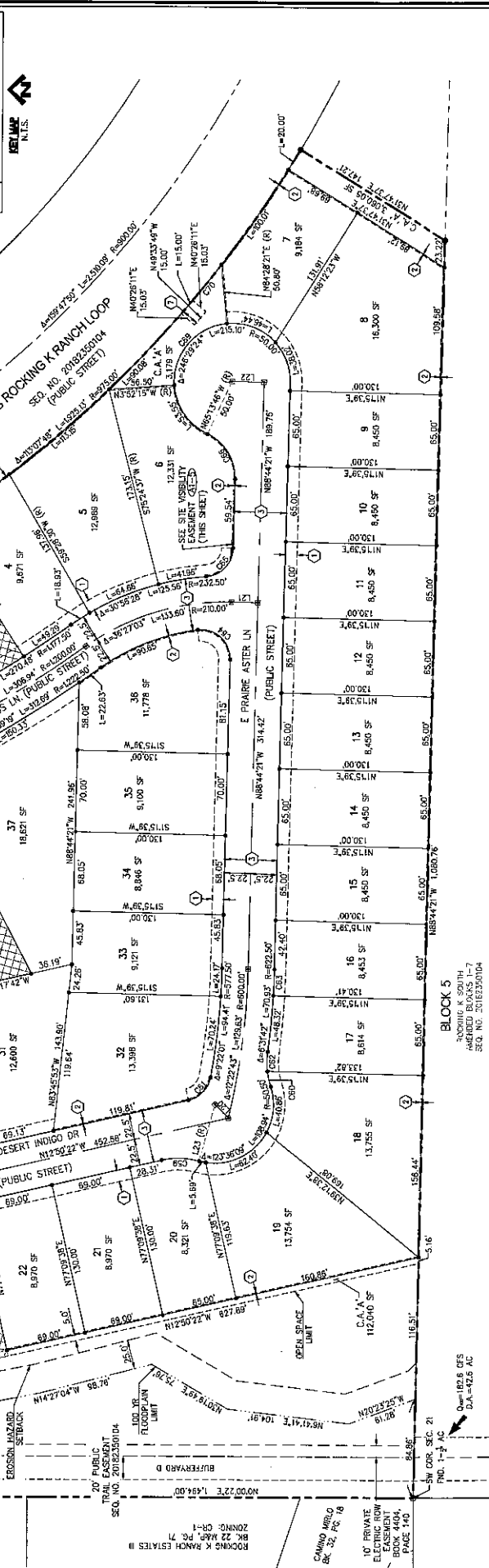
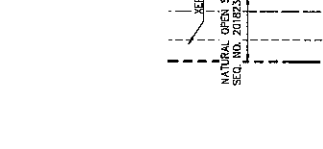
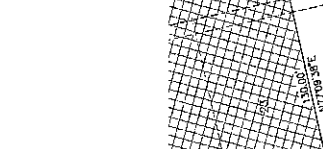
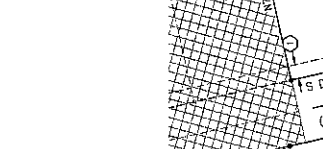
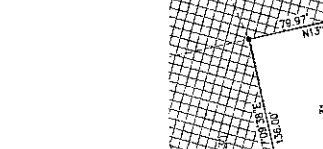
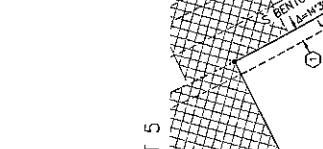
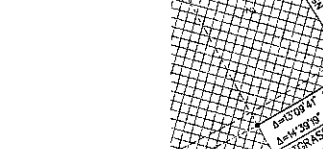
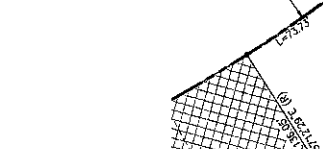
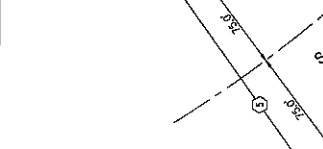
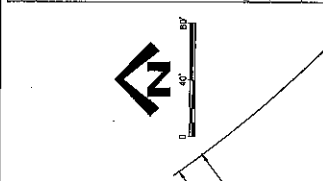
ROCKING K SOUTH NEIGHBORHOOD 1
PARCEL A-1

PSOMAS

IN SECTION 21, TOWNSHIP 15 SOUTH, RANGE 16 EAST, GADSDEN, PINA COUNTY, ARIZONA
CONTAINING 1 OF THE APPROVED HOUSING & SOUTH BLOOD PLAN SELL NO. ZUEHNS000004 LICENSE

PROJ NO: 786G13020 SCALE: HORIZ 1" = 40'
DATE: JULY 2020 CL = N/A 5 OF 6

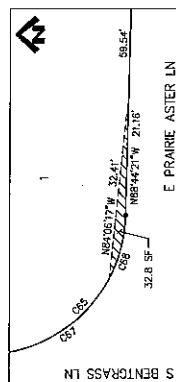
SEE SHEET 6



LINE TABLE			CURVE TABLE			
LINE	DISTANCE	BEARING	CURVE	DELTA	ARC LENGTH	RADIUS
L20	15.50'	N45°12'24"E		22°18'39"	32.87'	66.50'
L21	22.78'	S01°45'39"W	C60	11°22'25"	13.26'	66.50'
L22	27.50'	S07°15'39"W	C61	65°31'58"	29.93'	25.00'
L23	50.50'	N74°31'23"W	C62	14°34'32"	12.66'	66.50'
			C63	27°04'52"	22.61'	672.50'
			C64	59°45'08"	43.09'	23.00'
			C65	64°25'24"	36.87'	25.00'
			C66	66°29'24"	48.16'	41.50'
			C67	59°01'09"	25.32'	25.00'
			C68	26°27'25"	11.54'	25.00'
			C69	89°20'36"	77.09'	90.00'
C70		21°19'58"				575.00'

KEYNOTES

- 10 PUBLIC UTILITY EASEMENT GRANTED TO PMA COUNTY BY THIS PLAT
- 11 PUBLIC NO ACCESS EASEMENT GRANTED TO PMA COUNTY BY THIS PLAT
- 45 PUBLIC RIGHT OF WAY DEDICATED TO PMA COUNTY BY THIS PLAT
- 50 PUBLIC RIGHT OF WAY DEDICATED TO PMA COUNTY BY THIS PLAT
- 55 PUBLIC RIGHT OF WAY DEDICATED TO PMA COUNTY BY THIS PLAT
- 60 PUBLIC RIGHT OF WAY DEDICATED TO PMA COUNTY BY THIS PLAT
- 65 SECTION 04 PERMIT RESTRICTIVE COVENANT SEC. NO. 207/000606-9
- 70 ELECTRIC EASEMENT GRANTED TO INCHON ELECTRIC POWER CO BY THIS PLAT
- 75 PERMITTED TO PMA COUNTY BY THIS PLAT



41-5 SITE VISIBILITY EASEMENT

PERSONAS

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

LOTS 1-34, COMMON AREA "A" (GARAGE AND OPEN SPACE)

SOUTH NEIGHBORHOOD 1
PARCEL A-1

LOTS 1-44, COUNTRY AREA "A" (DRAINAGE AND OPEN SPACE),
COUNTRY AREA "B" (NATURAL OPEN SPACE AND RECREATION), BEING A RESUBDIVISION OF A
PORTION OF BLOCK 1 OF THE MAPSHEED BEARING K. SUTCLIFF BLOCK PLAT 52D, MC. ZONEDISTRICT LOCATED
IN SECTION 24, TOWNSHIP 15 SOUTH, RANGE 10 EAST, CASSIN PARK COUNTY, ARIZONA.

PROJ NO: 7030220
DATE: JULY 2020
SCALE: HORIZ 1" = 40'
VERT 1" = 10'

PROJ NO: 77023626
DATE: JULY 2020
SCALE: HORIZ 1" = 40'
C.I. = N/A
C.O.F. =

PROJ NO: 77023626
DATE: JULY 2020
SCALE: HORIZ 1" = 40'
C.I. = N/A
C.O.F. =