

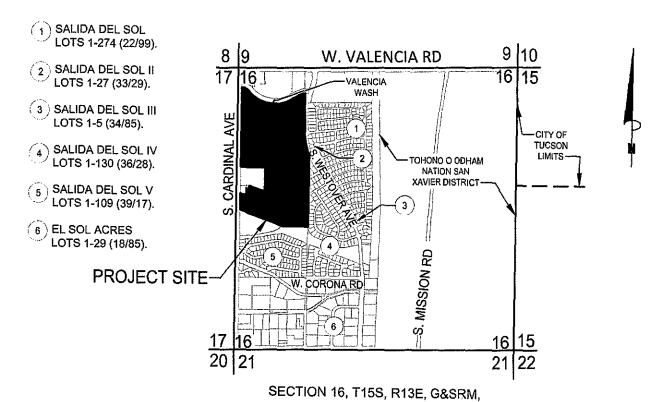
BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 6/6/2023

*= Mandatory, information must be provided Click or tap the boxes to enter text. If not applicable, indicate "N/A".				
Redford Estates, Lots 1-276, Common Areas "A, B, C, D and E" (P23FP00004)				
*Introduction/Background:				
Final Plat Process to create a legally subdivided property				
*Discussion:				
N/A				
*Conclusion:				
N/A				
*Recommendation:				
Staff recommends approval				
*Fiscal Impact:				
N/A				
*Board of Supervisor District:				
「1 「2 「3 「4 ▼ 5 「AⅡ				
Department: Development Services Telephone: 724-6490				
Contact: Thomas Drzazgowski Telephone: 724-9522				
Department Director Signature:				

Deputy County Administrator Signature:

County Administrator Signature: _



PIMA COUNTY, ARIZONA

LOCATION MAP

SCALE: 3"=1 MILE

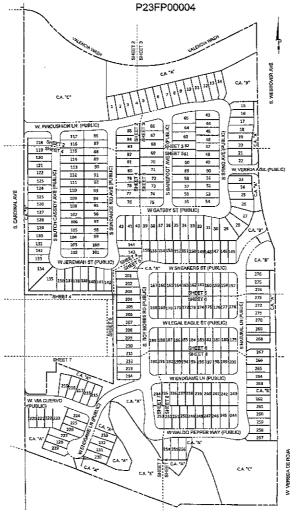
P23FP00004
REDFORD ESTATES
LOTS 1-276

LOT ACCESS 1/2" REBAR & CAP TO BE SET FOR INTERIOR LDTS, RLS 42285

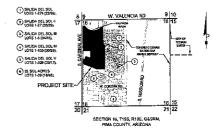
FINAL PLAT

REDFORD ESTATES, LOTS 01 THROUGH 276, AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE, LANDSCAPING), "B" (BASINS), "C" (RECREATION AREA), "D" (PRIVATE DRAINAGE AND PUBLIC UTILITY), AND "E" (XERORIPARIAN AREA)

LOCATED IN THE WEST HALF OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



SHEET INDEX



LOCATION MAP SCALE: 3"=1 MILE

DEDICATION

WE, THE UNDERSIDED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD THE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SURDIVISION OF THIS LAND IN THE MAMPER SHOWN ON THIS PLAT HEREBY.

HE THE UNDERSCRIED, DO HERBEY FOLD HARMLESS PAIA. DISINTY AND PAIA COUNTY FROD CONTROL DISBRES. ITS SUCCESSION AND ASSISTANT, THE PAID-OFFEE OFFICERS, AND ACRISES FORM ANY AND ALL DAMAS FOR DAMASE FOLDATED THE USE OF FIR PROPERTY DEVICES OF HIS PLAY NOW AND IN THE FITTING BY FLAYSON FOR FOLDOWING, FLOWING, EROSON, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OF ROWARD.

WE HEREBY GRANT TO PIMA COUNTY AND ALL UTBUTY COMPANIES ALL EASEMENTS AS SHOWN HEREON FOR THE PURPOSES OF ACCESS FOR INSTALLARDY AND MAINTENANCE OF PUBLIC SENERS AND UTBUTIES AND OTHER USES AS DESIGNATED BY THIS FLAT.

GRANTOR MERBY PREVOCABLY GRANTS AND DEDIDATES EASEMENTS TO PIBAL COUNTY FOR ACCESS, INSTALLATION, CONSTITUCTION, MICHIGANIC, AND REPLACEMENT OF PUBLIC SEWER SYSTEMS IN ALL COMBON RAFES DESIGNATED BY THIS PLAT.

COMMON AREAS A, B, C & D SHOWN HERDON AND DRAINAGE WAYS, ARE RESERVED FOR THE PRIVATE USE. AND CONHESCION OF ALL COMMISS OF PROJECTLY WHITH HIS SUBDIVISION, THUR GUESTS AND INVITES. AND DAY ARE CONATTO BE ASSESSMENT SO LA PUBLIC AND PRIVATE UTILITY DEMANS AND FRAN COUNTRY OF THE PRIVATE UTILITY DEMANS AND FRAN COUNTRY OF ADDRESS OF ACCESS, INSTITULATION, CONTROLLED, AND REPLACEMENT OF ADDRESS AND FRANCES AND PROJECTS AND PROJECTS AND PROJECTS OF CREATED BESS SHALL BE USED.

THE TO THE LINE OF ALL PRIVATE DEPONDED HITS, AND COUNCES ARXIV SHALL BE INSIDE IN AN ASSOCIATION OF BROMBALL (ICE SHOULDES OF ESTABLISHED IN CORRENANTS CONTINUES AND RESTRICTIONS RECORDED HAVE REQUESTED HAVE REQUESTED IN A RECORDED, THE ASSOCIATION SHALL ACCESS THE RESPONDED HIT OF CONTINUES AND LINEAR ACCESS THE RESPONDED HIS CONTINUES AND LINEAR ACCESS THE RESPONDED HIS CONTINUES AND LINEAR ACCESS THE RESPONDED HAVE ASSOCIATION SHALL RESPONDED HAVE ASSOCIATION SHALL PRIVATE DEPONDED HAVE ASSOCIATED HAVE ASSOCI

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO. 2022 IS-5 AND NOT OTHERWISE.



COUNT IS 19 AND A TO AN A TO A

5-19-2026 MY COMMISSION EXPIRES

HOTARY PUBLIC BY ATE OF ARIZONA PIESE COUNTY RODAL TATRO COMPUSEION *65503 --- 4 to Exchas May 10 202

BENEFICIARY OF TRUST

TUCSON UNIFIED SCHOOL DISTRICT, A BODY POLITIC OF THE STATE OF ARIZONA 1010 E. TENTH STREET, TUCSON, AZ 85719 ATTN: BRYANT NODINE PHONE (520) 225-4948

CERTIFICATION

I HEXEBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROFOSED SURVEY MONUMENTS AND MAKERS SHOWN ARE CORRECTLY DESCRIBED, I SYNTHEY CRITIC THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

CERTIFICATION

I HEREBY CERTIFY THAT THE REOCOPLAN LIMITS AND EROSION HAZARD SETBACK AS SHOWN ON THIS PLAT MERE PREPARED UNDER MY DIRECTION AT WERE PREPARED UNDER MY Lang A. Hunt CRAIG A. HUNT, P.E. NO. 4022

DECERENCE CASE NI SMEDS

Bowman

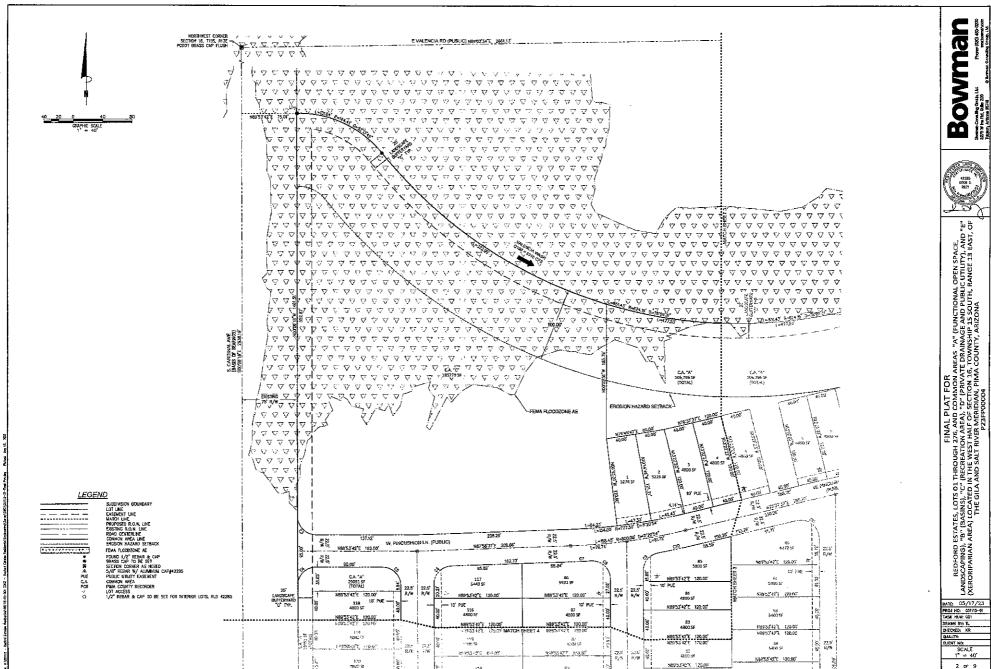
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L OPEN SPACIC UTILITY), , "B" (BASINS), "C" (I NAREA) LOCATED IN THE GILA A

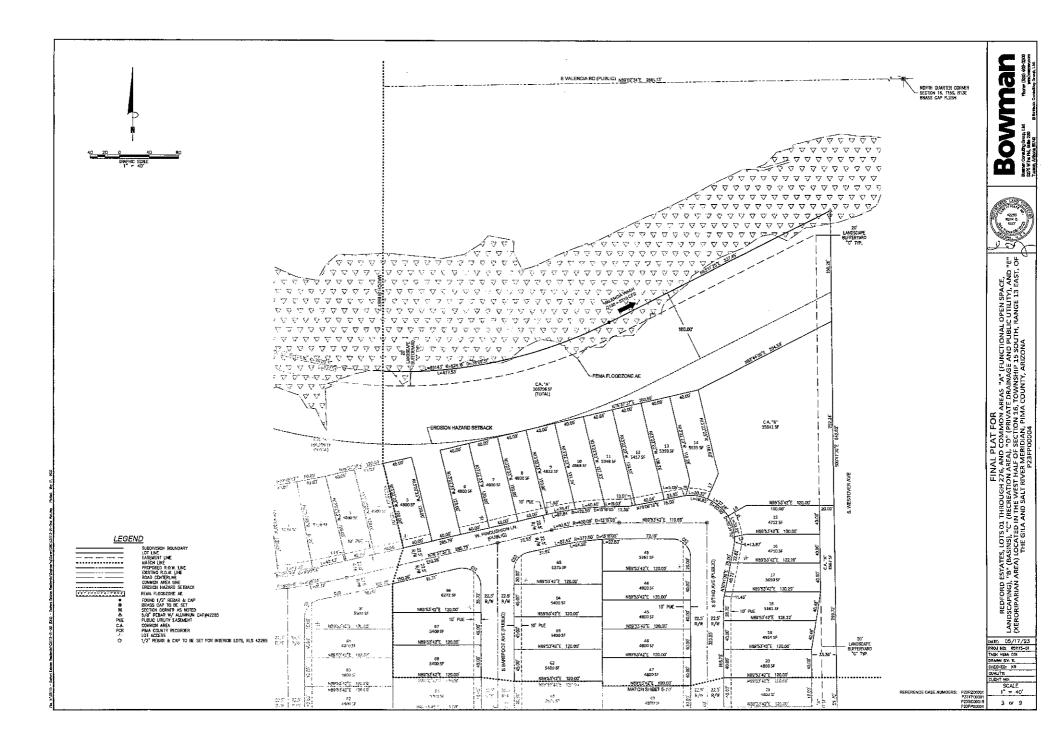
REDFORD E LANDSCAPING), ' (XERORIPARIAN A DATE: 05/17/23 PROJ NO: DS1335-01 TASK NUM: DD1

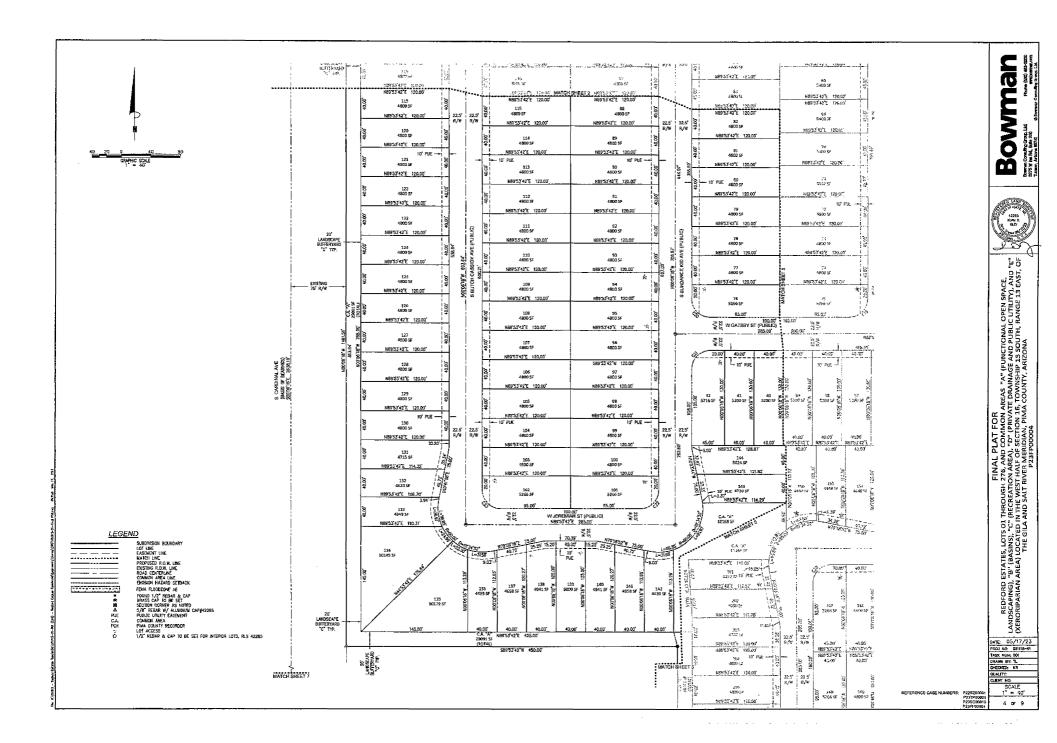
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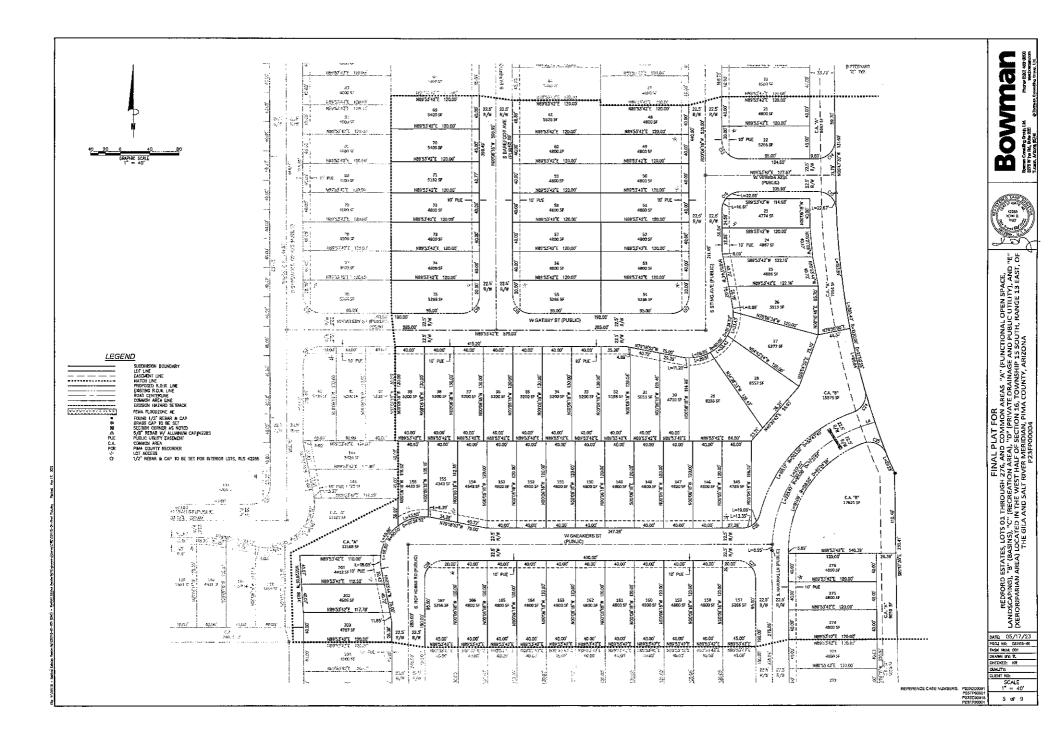
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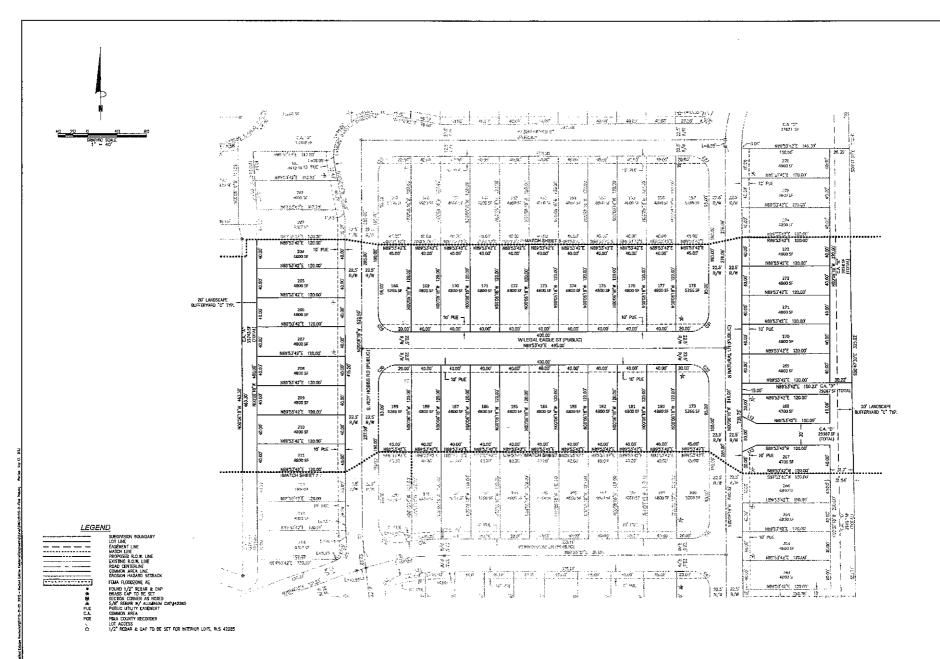












KETA B BILD B FINAL PLAT FOR

REDFORD ESTATES, LOTS 01 THROUGH 276, AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE,

LANDSCAPING), "E" (RECREATION AREA), "O" (FRIVATE DRAINAGE AND PUBLIC UTILITY), AND "E"

(KERORIPARIAN AREA) LOCATED IN THE WAST HALF OF SECTION 16, TOWNISHIP 15 SOUTH, RANGE 13 EAST, OF

THE GILA AND SALT RIVER MRRIDIAN, PINMA COUNTY, ARIZONA

(C)

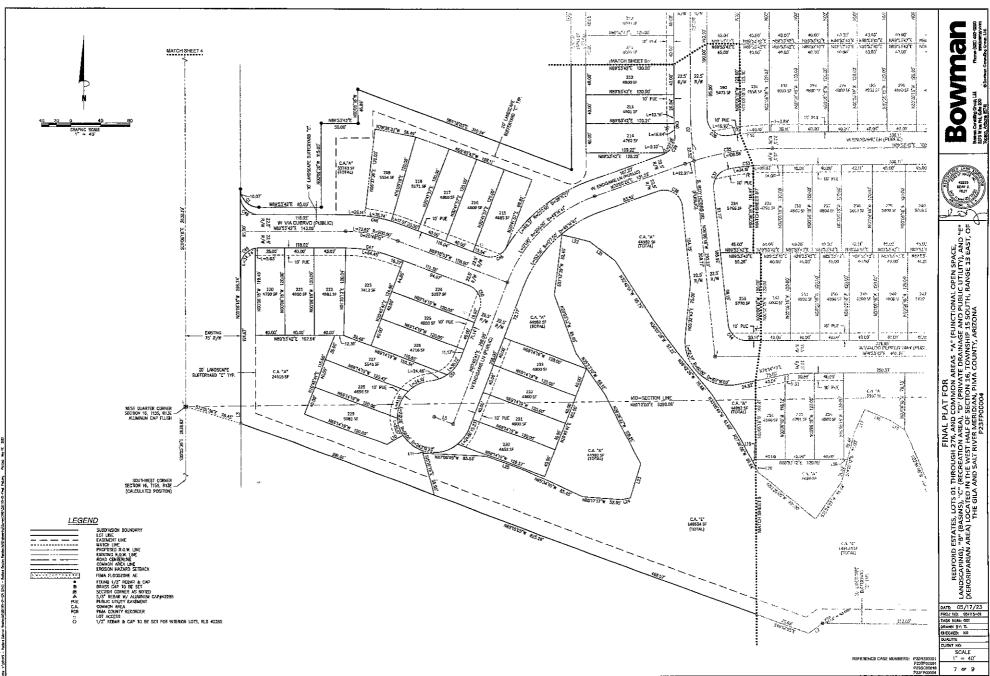
(C)

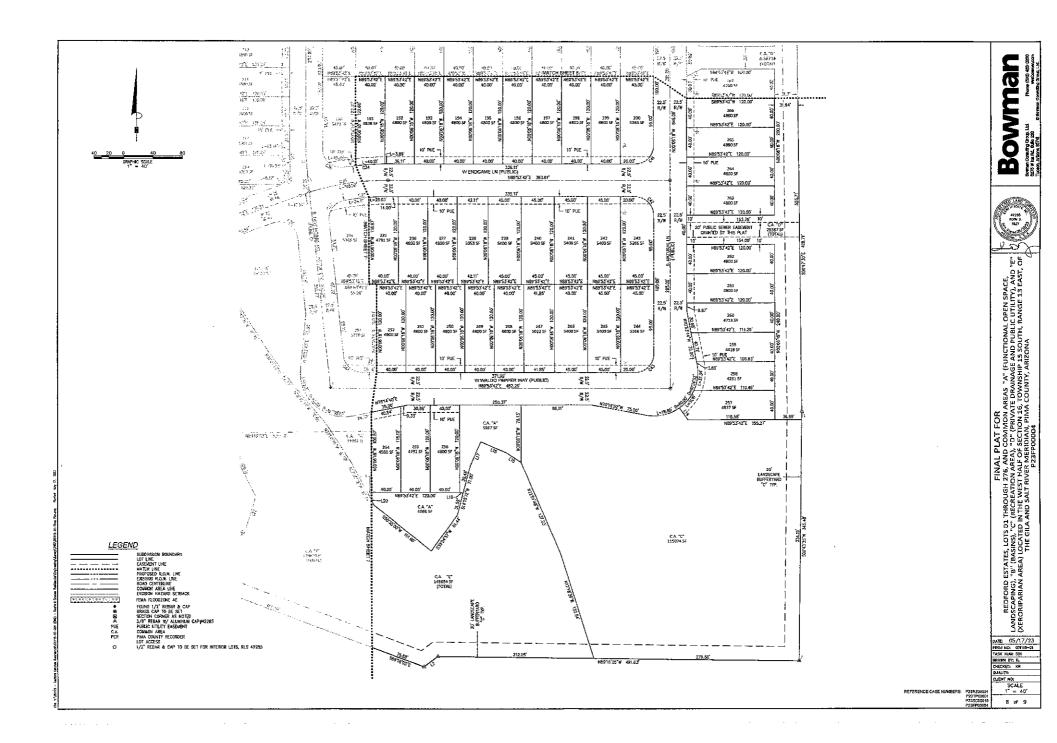
Bowman

42265 KEVIN D. RUCY

DATE: 05/17/23 PROJ NO: 05/115-01 TASK NUM: 001 GRAWN BY: TL. CHECKED: KA QUALITY:

SCALE 1" = 40' REFERENCE CASE NUMBERS: P22RZ00001
P23RZ00001
P23RZ00006
P23RP00004 5 of 9





FINAL PLAT FOR REDFORD ESTATES, LOTS OT THROUGH 276, AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE, LANOSCAPING), "8" (BASINS), "C" (RECREATION AREA), "D" (PRIVATE DRAINAGE AND PUBLIC UTILITY), AND "FE (RERORIPARIAN AREA) (LOCETON THE WEST HALF OF SECTION 16, TOWNISHIP 15 SOUTH, RANGE 13 EAST, OF PRIVATE OR THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA

1.25 58.01" N69"42"25"W

	LINE TABLE		
	UNE #	LENGTH	DIRECTION
	Lt	0.74	N89'00'28'E
	1.2	23.64	552'41'57"W
	L3	23.95	N00705"36" N
	L4	18.21*	S71 75 32 W
	L5	27.50	S59"14"19"E
	L6	2t,06*	S15T05"42"W
	L7	37.50	N22'53'03'E
	ន	28,93	\$56'29'07'W
	Lg	16.06	576'57'08'W
	L10	25.24	N58'28'40'E
	LS1	3.42	N17705'25'E
	LIZ	22.36*	S63'32'24'E
	LII3	22.36	58319'48'W
	L14	20.00'	\$35 28 59 E
	115	23.50*	N56*42*50"W
	1.16	38,21	N67'01'26"W
	117	35.68	S23'25'13'W
	118	4.75	575 44 48 E
	L19	5.23'	S62"23"52"W
	L20	15.95	N27'36'08'W
	121	42.75	N5317'35'W
	L22	39.19"	N76'21'28'W
i	123	48.33	S17'01'04"W
i	124	12.27	57712'12'W

C3 39.27 25.00 089°59°59° C4 39.27 25.00 09000000 C5 39.27° 25.00° 090°00°00° C6 38.43' 25.00' 088'04'49" C7 26.59' 822.50' 001'51'08' C8 40.92' 25.00' D93'46'19" C9 34.80° 25.00′ 079'45'13" C10 43.38' 822.50' D03131'19" Cf1 45.05' 25.00' 103'16'05' C12 39.27' 25.00' 090°00'00" C13 39.27' 25.00' 090'00'00" C14 39.57' 25.00' 090'41'12" C15 38.42' 25.00' 088'03'09" C16 39.27' 25.00' 090°00°00" C17 39.27 25.00 090°00°00° C18 39.27 25.00 090'00'00 C19 39.27' 25.00' 090'00'00" C20 39.27' 25.00' 090°00'00" C21 39.27' 25.00' 090'00'00" C22 39.27 25.00 090'00'00° C23 39.27 25.90 090700'00" 37.52 25.60 285'59'17" C25 J9.21' 25.00' 089'51'58' C26 33.03 25.90 075'41'56" C27 39.27 25.00 090700'00"

CURVE TABLE

CURVE # LENGTH RADIUS DELTA

Ci 39.27' 25.60' 090100'00"

C2 41.69' 400.00' 006'00'00"

CURVE TABLE

C28 39.27 25.00 090 T00 00°

C29 39.27 25.00 090°00'00" C30 39.27' 25.00' 090'00'00'

C31 39.27 25.00 090 00'00"

C32 39.27 25.00' 090°00'00"

C33 R0,23' 327.50' 019'32'11"

C34 60.10 372.50 00914'40"

C35 121.49° 350.60° 019°53°20°

C36 42.94' 25,00' 098'24"19"

C37 37.29' 25.00' 085'27'49"

C38 45.33 25.00 103'53'20"

C38 32.37 25.00' 074'11'38"

C40 30.11' 422.50' 004'04'58'

C41 39.27 25.00 090'00'00"

C42 39.27 25.00 090°00°00°

G43 39.27 25.00 DSD'00'DO*

C44 36.65' 25.00' 084'00'00"

C45 34.42' 25.00' 078'53'02'

C48 80.79" 222.50" 020'48'15"

C47 54.45' 177.50' 020'48'15"

C48 39.27 25.00' 090'00'00'

C49 39.27 25.00 089°59°58" 050 39.36' 25.00' 090'03'44"

C51 55.20' 50.00' 06315'23"

D53 33.48° 25.00° 076°43°55°

CURVE # LENGTH RADIUS DELTA

REFERENCE CASE NUMBERS: P23F20000 P23TP0000* P23FP00004

CHECKED: KR GUALITE CUENT NO: SCALE N.T.S.

DATE: 05/17/23 PROJ NO; 05/15-01 TASK NUM: 001 DRAWN BY; TL

9 OF 9

ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (Third Party Trust) P23FP00004

THIS AGREEMENT is made and entered into by and between <u>TUCSON UNIFIED SCHOOL DISTRICT</u>, A BODY POLITIC OF THE STATE OF ARIZONA or successors in interest ("Subdivider"), <u>TITLE SECURITY AGENCY LLC</u>, A DELAWARE LIMITED LIABILITY COMPANY ("Trustee"), as trustee under Trust No. 202215-S; 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 REDFORD ESTATES, LOTS 01 THROUGH 276, AND COMMON AREAS "A" (FUNCTIONAL OPEN SPACE, LANDSCAPING), "B" (BASINS), "C" (RECREATION AREA), "D" (PRIVATE DRAINAGE AND PUBLIC UTILITY, AND "E" (XERORIPARIAN AREA) LOCATED IN THE WEST HALF OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA recorded in Sequence number _______ on the _______ day of ______, 20_____, in the Office of the Pima County Recorder.
- 2.2. Construction of Subdivision Improvements. As a condition of subdivision approval, Subdivider hereby agrees to construct all subdivision improvements ("the Subdivision Improvements") contemplated by the Subdivision Plat, rezoning conditions, and any associated site construction permits, including but not limited to onsite and offsite streets, sanitary sewers (if necessary), water and electric utilities, drainage and flood control improvements, parks, trails or other recreational facilities, other required infrastructure, and riparian habitat mitigation or payment of the riparian habitat mitigation inlieu fee.
- 2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public. Subdividers performance of this requirement shall be considered in determining whether to release assurances under paragraphs 2.5 and 2.6.

- 2.4. Assurance of Construction. This agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. § 11-821 and Pima County Zoning Code Chapter 18.69.
- 2.5. Limitation on Transfer of Title. Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance. A Release of Assurance shall not be provided by County until the Subdivision Improvements are completed in accordance with paragraph 2.12.
- 2.6. Partial Release of Assurances. County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if all of the following have occurred:
- A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and
- B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with paragraph 2.12, and
- C. Recreation area in-lieu fee, if applicable, has been paid to the county for the entire subdivision, prior to a release of greater than 75% of total subdivision lots.
- 2.7. Deposit Receipt Agreements. Notwithstanding paragraph 2.5, Trustee may enter into a deposit receipt agreement for the sale of the Land or any portion of it if the agreement clearly states that no portion of the Land shall be conveyed until Subdivider performs its obligations under this agreement.
- 2.8. Bulk Sales. Notwithstanding paragraph 2.5, Trustee may sell and convey all of the Land in one transaction to a single purchaser who has entered into a satisfactory assurance agreement with County, assuring completion of the Subdivision Improvements.
- 2.9. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding paragraph 2.5, Trustee may convey all or part of the Land to the Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust, provided that the Land is thereafter immediately reconveyed into the trust.
- 2.10. Real Property Taxes. All real property taxes on the Land shall be paid before the taxes are delinquent as defined by A.R.S. 42-18052(B). If the real property taxes on the Land, including any lot or portion of common area, become delinquent, this agreement will be in default.
- 2.11. Substitution of Assurances. Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which this agreement is not in default.
- 2.12. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider not more than four years after the date of this agreement. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with the Subdivision Plat, rezoning conditions, associated site construction permits, and after County has inspected them and finds them to be in compliance with the plans.

- 2.13. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:
 - A. They have been completed in accordance with paragraph 2.12.
- B. They have been dedicated to County by the Subdivision Plat or by some other instrument of record.
- C. The dedication has been accepted by the Pima County Board of Supervisors as evidenced by approval of the dedication on the Subdivision Plat or by some other formal action.
- 2.14. *Default, Non-Compliance; County's Options*. This agreement is in default if either the Subdivider or Trustee fails to comply with obligations under this agreement. If this agreement is in default, the County may exercise any or all options below at its sole discretion:
- A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The re-plat may exclude any dedications to the public which were made on the Subdivision Plat which are necessary to serve either portions of the Land which are not re-platted, or to serve the public. Subdivider shall pay the reasonable costs incurred in re-platting. Notice of default and intent to re-plat will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plat under this paragraph.
- B. If site conditions change after the Subdivider fails to comply with this agreement, the County may require that Subdivider submit evidence that the Tentative and Final Plat comply with current regulations, under current site conditions. If the County determines that the Tentative Plat or Final Plat does not comply, Subdivider shall submit revisions to the plat, to the County with applicable fees. If the revisions are approved by the Board of Supervisors, the date specified in Section 2.12 of this agreement may be extended by up to four years from the approval date. This subsection is not applicable to Block Plats for master planned communities.
- C. The County may withhold the issuance of permits for building regulated by Title 15 of the Pima County Code or work regulated by Title 18 of the Pima County Code.
- 2.15. *Incorporation and Annexation*. If the Land is incorporated as or annexed by a city or town, the city or town shall automatically succeed to all benefits and duties of County under this agreement.
- 2.16. *Termination*. This agreement shall remain in full force and effect until one of the following has occurred:
- A. The Subdivision Improvements have been completed and approved by County in accordance with paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the Pima County Recorder in accordance with paragraph 2.5; or
- B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations; or
- C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. Effective Date. This Agreement is eff 20, which is the date of approval of this agreement.	ment by the Pima County Board of Supervisors.
PIMA COUNTY, ARIZONA	SUBDIVIDER: TUCSON UNIFIED SCHOOL DISTRICT, a body politic of the State of Arizona
	BY: Type / bodie
Chair, Board of Supervisors	TRYPHY NODINE IT'S OPERATIONS MANAGER
ATTEST:	TRUSTEE: TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY
	BY: Nalei do
Clerk of the Board	Crystal Splcido
· ·	IT'S TITLE OFFICER
STATE OF ARIZONA)	
County of Pima)	الد
The foregoing instrument was acknowledged before way, 2023, by Bryant	Vodine
as Operations Mar of TUCSON UNIFIED Arizona ("Subdivider"),	SCHOOL DISTRICT, a body politic of the State of
My Commission Expires: 914335	DUNTY IN #611911 IN EXPIRES Notary Public
STATE OF ARIZONA)	•
County of Pima)	
The foregoing instrument was acknowledged before May 2023, by	ore me this 10th day of as Trust officer of
Title Security Agency, LLC, a Delaware limited liab an Arizona corporation, on behalf of the corporation	<u>ility company</u> ("Trustee"),
My Commission Expires: 5-, 9- 20 26	Notary Public NOTARY PUBLIC STATE OF ARIZONA Pima County RONDA L TATRO COMMISSION # 625634 My Commission Expires May 19 2026