



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 04/18/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

Claude David Ralls

**\*Project Title/Description:**

Sales Agreement No. Sale-0110

**\*Purpose:**

The sale of a portion of vacant land parcel 119-35-1910, consists of 1309 sq. ft., and located along alignments of South Greasewood Road and South Westover Ave (the "Property"). The Property is used for a Linear Park managed by Natural Resources Parks and Recreations ("NRPR"). The Property has existing improvements made by the Buyer encroaching into the Property. NRPR is requiring Buyer to legally acquire the encroached area. The Buyer was the highest bidder at the public auction held on February 13, 2023.

The Property is being sold pursuant to A.R.S. 11-251(9)

**\*Procurement Method:**

Exempt pursuant to Pima County code 11.04.020

**\*Program Goals/Predicted Outcomes:**

Pima County will receive revenue and will no longer have liability and maintenance responsibility for the Property.

**\*Public Benefit:**

Receipt of purchase price for the Property.

**\*Metrics Available to Measure Performance:**

The purchase price was based on an independent fee appraisal by SouthWest Appraisal Associates in the amount of \$1,600.00. The Property is being sold for \$2,600.00, which includes a \$1,000.00 administrative fee.

**\*Retroactive:**

No

Location Map attached

To COB: 3/31/23

Vers: 1

Pgs: 16

MAR31'23PM1205PO

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CTN

Department Code: RPS

Contract Number (i.e., 15-123): 23\*0154

Commencement Date: 4/18/2023

Termination Date: 5/17/2023

Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount \$ \_\_\_\_\_ \*

Revenue Amount: \$ 2,600.00

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No

If Yes \$ \_\_\_\_\_

% \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: \_\_\_\_\_

Department Code: \_\_\_\_\_

Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_

AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense  Revenue  Increase  Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_

% \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)

Award  Amendment

Document Type: \_\_\_\_\_

Department Code: \_\_\_\_\_

Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_

Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_

% \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_

% \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

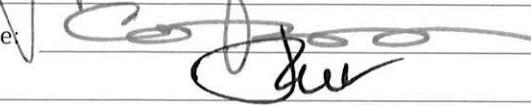
Contact: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature: 

Date: 3/29/2023

Deputy County Administrator Signature: 

Date: 3/30/2023

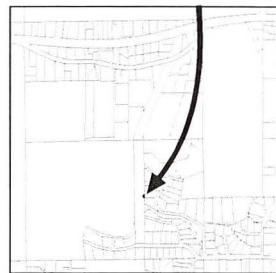
County Administrator Signature: 

Date: 3/29/2023

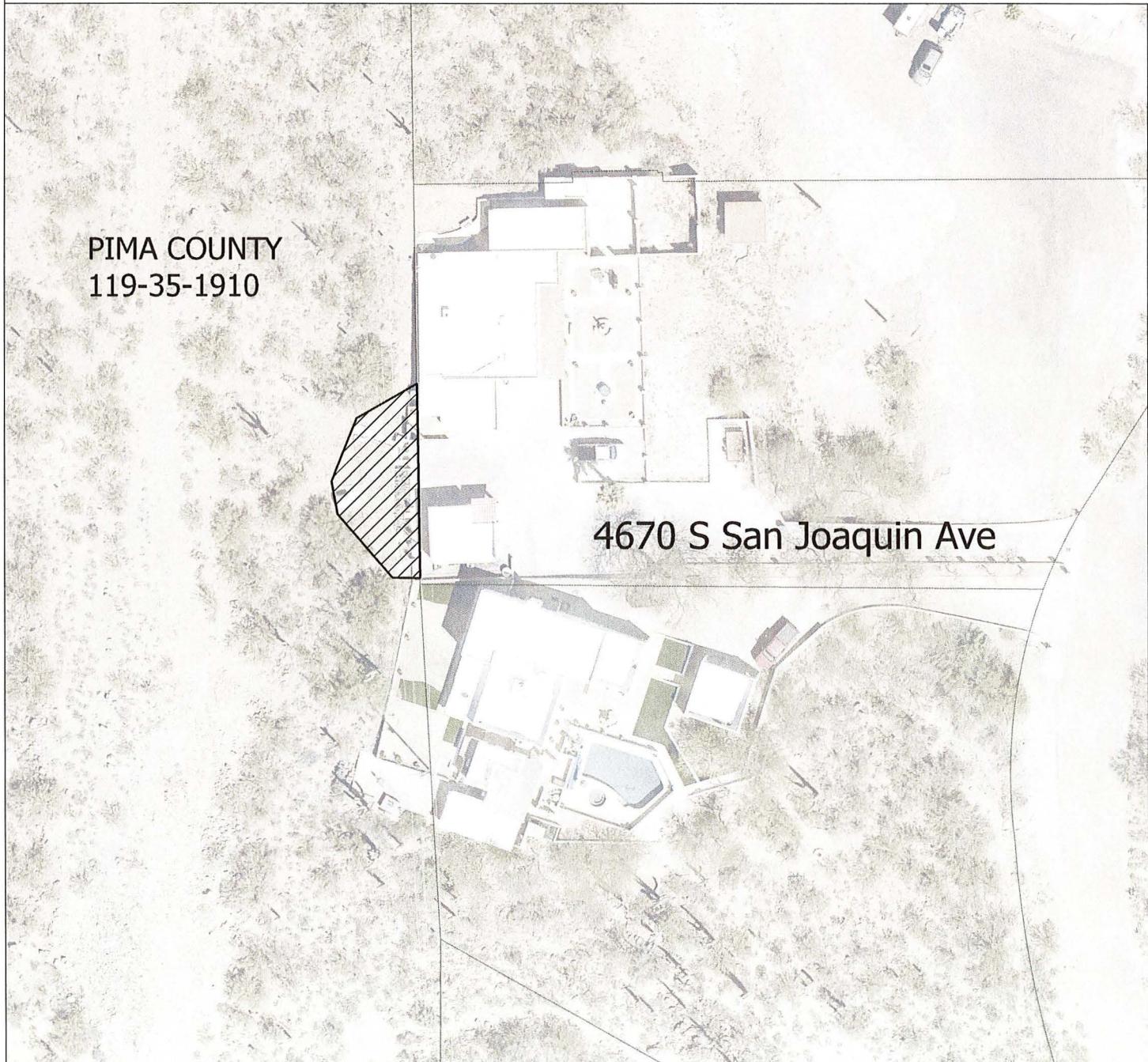
SUBJECT AREA

## LOCATION MAP

SECTION 33  
TOWNSHIP 14 SOUTH  
RANGE 13 EAST



SECTION 33 G&SRM  
PIMA COUNTY, ARIZONA



23017

PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: S BUTLER

DATE: FEB 2023

### LEGEND

PARCEL 119-35-099B



**SALES AGREEMENT No. Sale-0110**

1. **Defined Terms.** The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("**Agreement**"):

- 1.1. **Seller:** Pima County, a political subdivision of the State of Arizona
- 1.2. **Buyer:** Claude David Ralls, a married man, as his sole and separate property.
- 1.3. **Purchase Price:** the sum of Two Thousand Six Hundred Dollars (\$ 2,600.00)
- 1.4. **Earnest Money Deposit:** the sum of Two Hundred and Sixty Dollars (\$ 260.00 )
- 1.5. **Title Company:** Title Security Agency LLC, located at 1840 E. River Rd, Suite 200, Tucson, Arizona 85718, is hereby appointed as "Escrow Agent" for this transaction. Rhonda Herrera is the escrow agent assigned to this transaction.
- 1.6. **Effective Date:** the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Seller executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.7. **Property:** the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.8. Seller's Address: Jeffrey Teplitsky, Director, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.Teplitsky@pima.gov

1.9. Buyer's Address: Claude Ralls, 4670 S. San Joaquin Ave., Tucson, Arizona 85746.

2. **Parties; Effective Date.** This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Purchase of Property.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, Seller's fee interest in the Property, for the Purchase Price, payable as follows:

3.1. On the Effective Date, Buyer will pay the Earnest Money Deposit to Title Company as escrow agent. If the escrow closes, the Earnest Money Deposit shall be credited against the Purchase Price. If the escrow fails to close because of a default by Seller, then the Earnest Money Deposit shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money shall be paid to Seller.

3.2. The remainder of the Purchase Price will be paid to the Seller in cash at closing.

#### 4. **Closing Costs, Title and Prorations.**

4.1. Closing Costs. Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by Seller. Buyer will pay all other Closing Costs related to the Closing.

4.2. Title. Buyer will pay for a Standard Owner's Title Insurance Policy or, if elected by Buyer, an ALTA extended coverage title insurance policy for the Property, in the amount of the Purchase Price.

4.3. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

#### 5. **Escrow and Title.**

5.1. Escrow. Title Company will act as escrow agent. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**"). Title Company will make reasonably suitable arrangements with either Party, upon that Party's request, to have the Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for Buyer.

5.2. Title Commitment. Escrow Agent will distribute to the Parties a Commitment for an Owner's Title Insurance (the "**Commitment**") together with complete and legible copies of all documents which will remain as exceptions to Buyer's policy of title insurance. Seller shall furnish Title Company with an owner's declaration or affidavit.

5.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Buyer shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

5.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** and the standard printed exceptions in the policy.

## 6. **Closing.**

6.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") will take place at the office of Title Company on or before thirty (30) days after the Effective Date, unless extended by Seller and Buyer.

6.2. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller through Escrow the following:

6.2.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check; and

6.2.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

6.3. Deliveries by Seller at Closing. At Closing, Seller will deliver to Buyer through Escrow the following:

6.3.1. An executed Special Warranty Deed in the form of **Exhibit C**; and

6.3.2. Such additional documents as Buyer or Escrow Agent may reasonably require to effectuate the Purchase, including, without limitation, an Affidavit of Property Value.

6.4. Delivery of Possession. Seller shall deliver possession of the Property to Buyer at Closing.

## 7. **Disclosures and Covenants.**

7.1. "As-Is" Sale. Buyer accepts the Property in an AS IS CONDITION, with NO WARRANTY FROM SELLER OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION THEREOF.

7.2. Cultural Resources. Buyer is hereby notified that cultural resources (archaeological, cultural, or historic resources) may be present on the subject property. In the event development or ground disturbance is planned, these cultural resources may require treatment (inventory assessment, and mitigation), approved by Pima County and the State Historic Preservation Office.

7.3. Condition of Property. Buyer is solely responsible for conducting its own due diligence regarding the condition of the Property.

7.4. Risk of Loss for Damage to Improvements. Seller bears the risk of loss or damage to the Property prior to Closing. After Closing, the risk of loss or damage to the Property rests with Buyer.

7.5. **Use of Property by Seller.** Seller will maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be released before the Closing.

**8. Environmental.**

8.1. **Environmental Representations.** Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Property, each party remaining responsible for its obligations as set forth by law.

8.2. **Environmental Inspection Rights.**

8.2.1. From and after the Effective Date, Seller shall permit Buyer to conduct such inspections of the Property as the Buyer deems necessary to determine the environmental condition of the Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of Buyer, but not later than an additional one hundred eighty (180) day extension.

8.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "***Objection Notice***"). If Buyer sends an Objection Notice, Seller may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "***Cure Notice***"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

9. **Broker's Commission.** No broker or finder has been used by Buyer or Seller.

10. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitration violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

11. **Exhibits.** The following Exhibits are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement are not available at the execution thereof, they will be added by the Parties prior to Closing and will be in form and substance reasonably satisfactory to the Parties.

**Exhibit A      Description of Property**

**Exhibit A-1      Depiction Showing Property**

**Exhibit B      Permitted Exceptions for Property**

**Exhibit C      Form of Deed for Property**

12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

12.1. Notices.

12.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or hand delivered, addressed to Seller's address or Buyer's address.

12.1.2. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

12.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

12.3. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

12.4. Interpretation. This Agreement, and all the provisions of this Agreement, is

deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

12.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

12.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

12.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

12.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

12.9. Binding Affect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

12.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

12.11. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

12.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

12.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

12.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

12.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Seller is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

Buyer's Approval and Acceptance:

**Claude David Ralls**



Date: 3-13-23

Seller's Approval and Acceptance:

**SELLER: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Adelita Grijalva, Chairman, Board of Supervisors

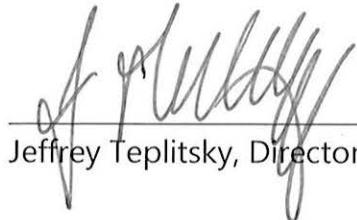
\_\_\_\_\_, 2023  
Date

ATTEST:

\_\_\_\_\_  
Melissa Manriquez, Clerk of Board

\_\_\_\_\_, 2023  
Date

APPROVED AS TO CONTENT:

 3-16-2023  
Jeffrey Teplitsky, Director, Real Property Services

 3/30/2023  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tyler Campman, Deputy County Attorney

09 September 2022

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of the Southwest Quarter of Section 33, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, as described in Docket 13735 at Page 3225, recorded in the office of the Pima County Recorder, Arizona, more particularly described as follows:

**COMMENCING** at the southwest corner of Lot 5 of Lomas Saenz No. 2, a subdivision recorded in Book 26 of Maps and Plats at Page 1, a 1/2" rebar untagged, to which the southeast corner of said Southwest quarter, a 3-1/4" BLM, BCSM stamped with the appropriate section information, bears South 00°23'15" East a distance of 1276.97 feet;

**THENCE** along the common line of said Lot 5 and the parcel described in Docket 13735 at Page 3225, North 00°23'15" West a distance of 116.59 feet to the southwest corner of Lot 4 of said Lomas Saenz No. 2 and the **POINT OF BEGINNING**;

**THENCE** North 89°52'24" West a distance of 5.07 feet;

**THENCE** North 38°38'22" West a distance of 31.75 feet;

**THENCE** North 10°10'37" West a distance of 12.78 feet;

**THENCE** North 21°42'47" East a distance of 26.20 feet;

**THENCE** North 60°59'20" East a distance of 19.42 feet to a point on said common line of said Lot 4 and the parcel described in Docket 13735 at Page 3225;

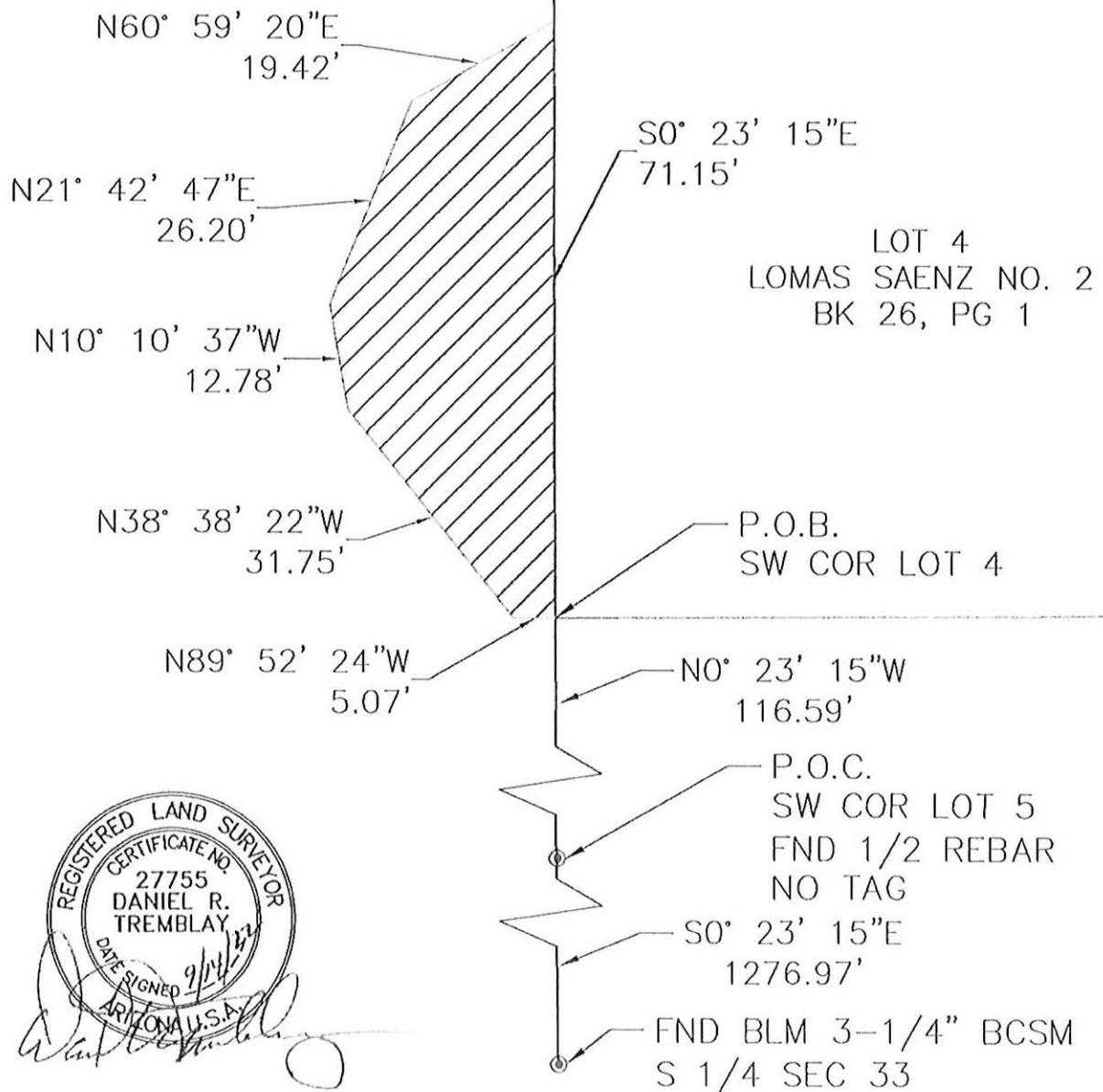
**THENCE** along said common line South 00°23'15" East a distance of 71.15 feet to the **POINT OF BEGINNING**.



# DEPICTION OF EXHIBIT "A"

PIMA COUNTY  
DKT 13735, PG 3225

 AREA =  
1309 SQ. FT.



## PIMA COUNTY SURVEY

A PORTION OF THAT PARCEL RECORDED IN  
DOCKET 13735 PAGE 3225

LOCATED IN SECTION 33, TOWNSHIP 14 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT B  
EXCEPTIONS TO TITLE

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims the1·eof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. Any additional taxes which may become a lien by reason of the county assessor reassessing the within described premises for the year(s) 2022.
8. The right to enter upon said land, prospect for, mine and remove all coal and other minerals as reserved by instrument recorded as Book 185 of Deeds, Page 96.

9. Covenants, Conditions and Restrictions as set forth in Deed recorded in Book 690 of Deeds, Page 433 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. The terms and provisions contained in the document entitled "Resolution No. 2009-24" recorded February 23, 2009 as Docket,13500, Page, 543.
11. All matters as set forth in Gift Deed and Reservation of Perpetual Easement, recorded January 29, 2010 as Docket 13735, Page 3225.
12. Water rights, claims or title to water, whether or not shown by the Public Records.

## **Exhibit C**

When Recorded, Please Return to:

Claude David Ralls  
4670 S. San Joaquin Ave  
Tucson, Arizona 85746

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Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

### **Special Warranty Deed**

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to Claude David Ralls, a married man, as his sole and separate property the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** attached hereto.

Subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters set forth above.

### **Restrictive Covenant.**

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way [ ] Parcel [ ]
Agent: RL	File #: Sale-00110	Activity #:	P [ X ] De [ ] Do [ ] E [ ]

land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

### **Protection of Cultural Resources.**

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

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<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way [ ] Parcel [ ]
Agent: RL	File #: Sale-00110	Activity #:	P [ X] De [ ] Do [ ] E [ ]

Grantor: Pima County a political subdivision  
of the State of Arizona

By: \_\_\_\_\_  
Jeffrey Teplitsky, Director Real Property Services

Date: \_\_\_\_\_

STATE OF ARIZONA                    )  
    ) ss.  
COUNTY OF PIMA                    )

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of  
\_\_\_\_\_, 2023 by Jeffrey Teplitsky, Director Real Property Services.

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

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

Page 3 of 3

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>	Board of Supervisors:	Right of Way [ ] Parcel [ ]
Agent: RL	File #: Sale-00110	Activity #: _____ P [ X ] De [ ] Do [ ] E [ ]