



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/21/2023

or Procurement Director Award:

* = Mandatory, information must be provided

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

OUTPARCEL AZ PAV WEST, LLC, an Arizona limited liability company

***Project Title/Description:**

Sales Agreement No. Sale-0124

***Purpose:**

A portion of Parcel 226-28-0230 with a size of .666 acres is currently being used as a parking lot and maintained drainage facilities through a license agreement between the Pima County Flood Control District and the contiguous parcel owner known as OUTPARCEL AZ PAV WEST, LLC, an Arizona limited liability company. OUTPARCEL AZ PAV, LLC requested to purchase the licensed portion totaling .666 acres for the continued use as a parking lot and maintained drainage facilities in order to own the area in fee rather than continue to pay the cost of the annual license. Real Property Services had the .666 acre site appraised and the opined value was estimated to be \$9,400. Real Property Services held an auction on October 18th, 2023 to sell the .666 acres as required by state statute to relinquish Pima County Flood Control District owned surplus property. The minimum bid price was set at \$10,400.00 (\$9,400.00 appraised value and a \$1,000.00 administrative fee). OUTPARCEL AZ PAV WEST, LLC was the sole bidder at the auction thus becoming the successful bidder. OUTPARCEL AZ PAV WEST, LLC paid the entire cost of acquisition in the amount of \$10,400.00 at the time of the auction and agreed to the terms of the attached Sales Agreement.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The acquisition of the .666 acres by OUTPARCEL AZ PAV WEST, LLC eliminates Pima County Flood Control District from managing the License Agreement and will be able to remove said surplus .666 acres from their inventory.

***Public Benefit:**

OUTPARCEL AZ PAV WEST, LLC will continue to maintain the .666 acre area as a parking lot and maintain the drainage infrastructure.

***Metrics Available to Measure Performance:**

Pima County Flood Control District will successfully dispose of .666 acres of land for the appraised value of \$9,400.00. Pima County Real Property Services will be funded the \$1,000.00 administrative fee for the costs of the auction and publication of notice.

***Retroactive:**

No.

Attached: Location Map

TO: COB 11-16-2023⁽¹⁾
Vers: 1
pgs: 18

NOV03 23PM 0124 PD

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): 24*0065
Commencement Date: 11/21/2023 Termination Date: 12/21/2023 Prior Contract Number (Synergen/CMS):
Expense Amount \$ * Revenue Amount: \$ 10,400.00

*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

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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature:

Date: 10/31/2023

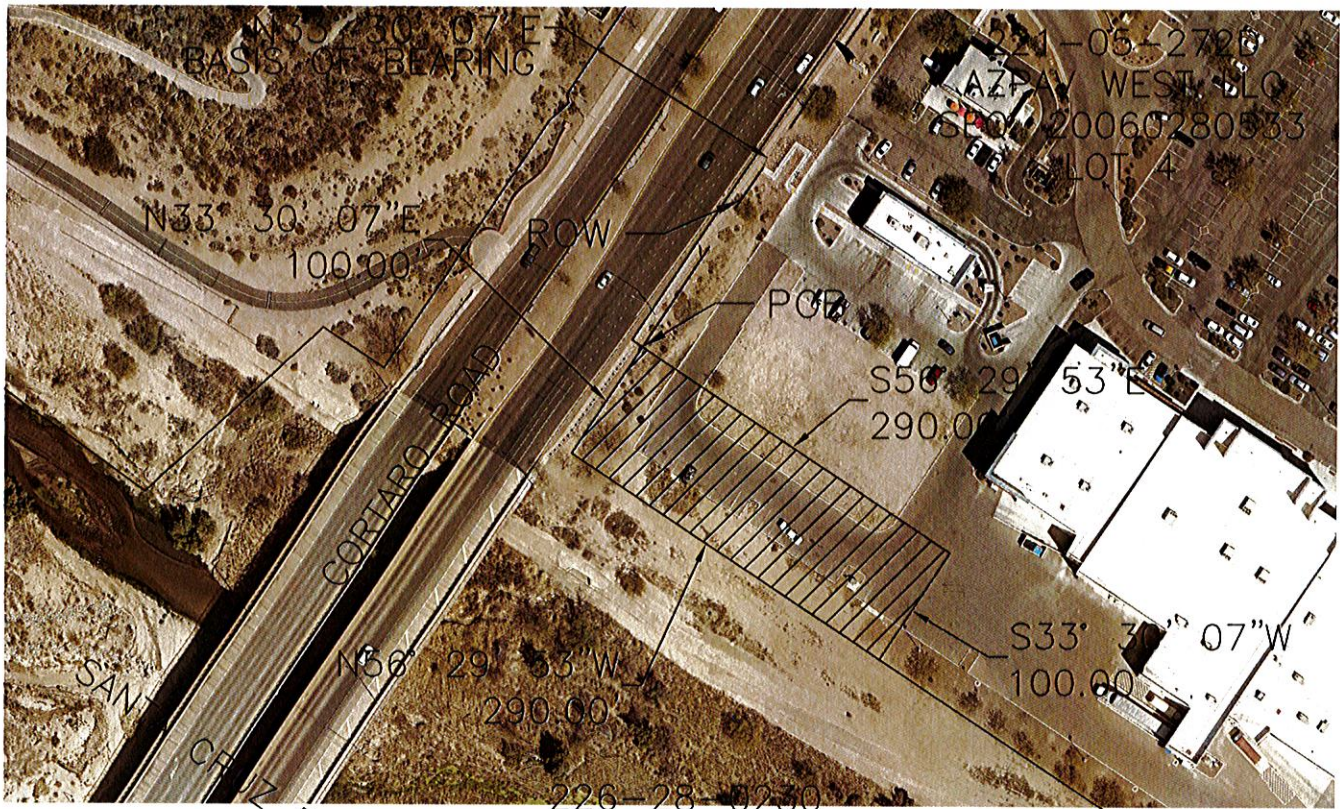
Deputy County Administrator Signature:

Date: 11/1/2023

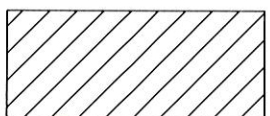
County Administrator Signature:

Date: 11/1/2023

DEPICTION OF EXHIBIT "A"



226-28-0230
PIMA COUNTY
SEQ. 20172790527



PARCEL AREA =
0.666 ACRES ±



PIMA COUNTY SURVEY

A PORTION OF PARCEL A SEQ. 20172790527
LOCATED IN SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



SALES AGREEMENT No. Sale-0124

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 Flood Control District, a political taxing authority of the State of Arizona

1.2. Buyer: OUTPARCEL AZ PAV WEST, LLC, an Arizona limited liability company

1.3. Purchase Price: the sum of Ten Thousand Four Hundred Dollars (\$10,400.00)

1.4. Title Company: Title Security Agency, 1840 E. River Rd., Suite 200, Tucson, AZ 85718

1.5. 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.

1.6. 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.

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

1.8. Buyer's Address: P.O. Box 5938, Austin, TX 78763,
eric@retaildeveloper.com

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 already have deposited the full amount of the Purchase Price with Pima County Real Property Services, with instruction to deposit into the Pima County Finance Account upon approval of this Agreement. If the Agreement fails to be approved by the Pima County Board of Directors, the full amount (Purchase Price) will be refunded to the Buyer.

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 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 Standard 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.

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. 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.

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.

<u>Exhibit A</u>	Description of Property
<u>Exhibit A-1</u>	Depiction Showing Property
<u>Exhibit B</u>	Permitted Exceptions for Property
<u>Exhibit C</u>	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 transmitted by electronic mail, facsimile, 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 Buyer 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:

OUTPARCEL AZ PAV WEST, LLC, an Arizona limited liability company

BY:  _____

ERIC ROSENBERG (printed name)

ITS: MEMBER

Date: 10/22/23

Seller's Approval and Acceptance:

SELLER: PIMA COUNTY FLOOD CONTROL, a political taxing authority of the State of Arizona:

Chair, Board of Directors

Date

ATTEST:

Clerk of Board of Directors

Date

APPROVED AS TO CONTENT:


 10/26/2023

Jeffrey Teplitsky, Director, Real Property Services

 11/1/2023

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 10/23/2023

Rachelle Barr, Deputy County Attorney

W

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 26, Township 12 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, and being a portion of the Cortaro Road right-of-way as as described in Docket 7669 at Page 1189, and as described as Parcel "A" in Docket 8097 at Page 1971, Sequence No. 2017-2790527, Page 4 of 35, recorded in the office of the Pima County Recorder, Arizona, and as shown on the Pima County Department of Transportation's Cortaro Road, Silverbell to I-10 Right-of-Way plans No. 4BBRGF, more particularly described as follows:

BEGINNING at the westerly most corner of Lot 4 of the Final Plat for Continental Ranch Retail Center – Westside, Book 60 of Maps and Plats at Page 075, to which the most northerly corner of said Lot 4 bears North 33°30'07" East;

THENCE along the southwest line of said Lot 4, South 56°29'53" East a distance of 290.00 feet to an angle point in said southwest line;

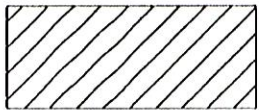
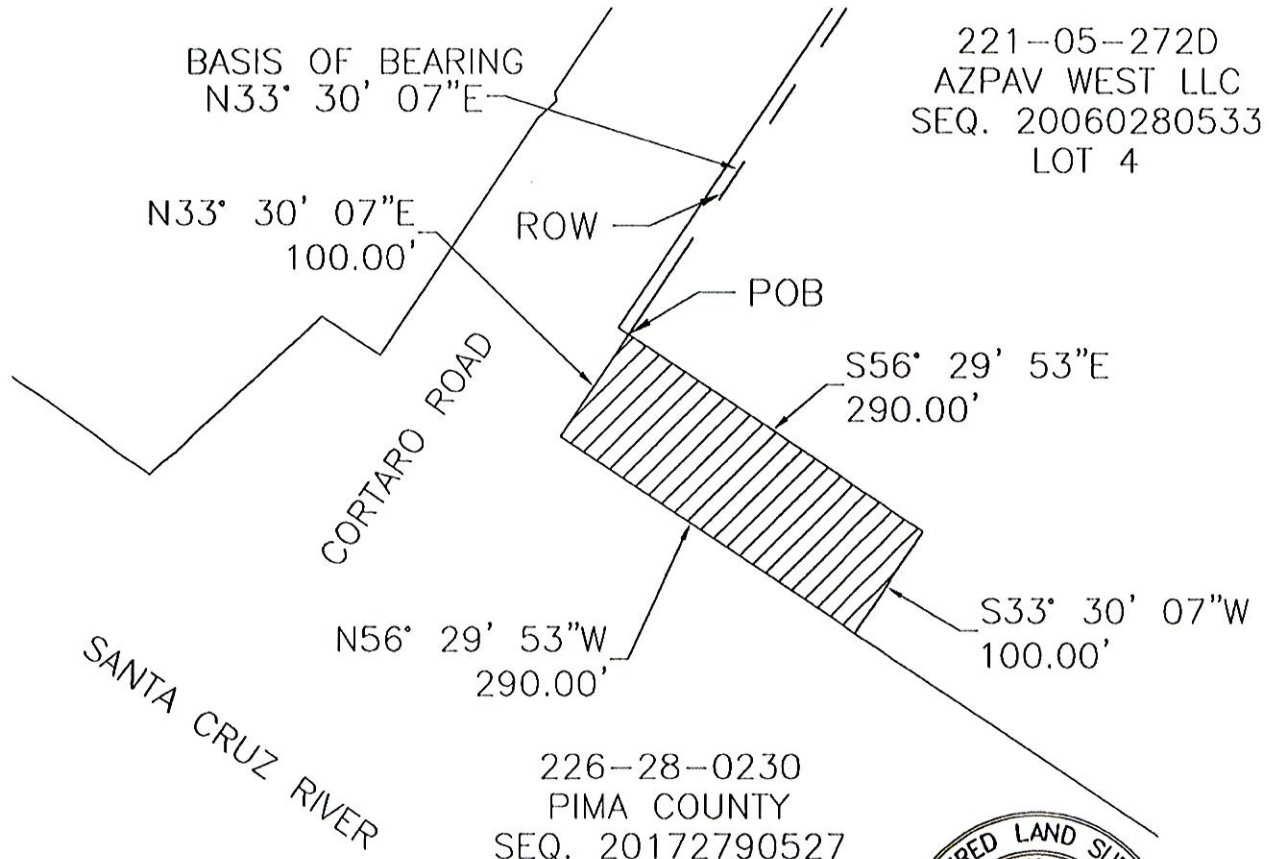
THENCE continuing along said southwest line South 33°30'07" West a distance of 100.00 feet to an angle point in said southwest line;

THENCE North 56°29'53" West a distance of 290.00 feet to a point on a line 10 feet southeast of and parallel with the southeast right-of-way line of Cortaro Road;

THENCE along said parallel line North 33°30'07" East a distance of 100.00 feet to the **POINT OF BEGINNING**.



DEPICTION OF EXHIBIT "A"



PARCEL AREA =
0.666 ACRES ±

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27755
DANIEL R.
TREMBLAY
DATE SIGNED 8/14/23
ARIZONA U.S.A.



PIMA COUNTY SURVEY

A PORTION OF PARCEL A SEQ. 20172790527
LOCATED IN SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT "B"



First American Title™

Commitment for Title Insurance
Arizona – 2021 v. 01.00 (07-01-2021)

File Number: 503-262479 VR
First Amendment - MM

SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy identified in Item 2 of Schedule A, the Policy will not insure against loss or damage resulting from the terms and conditions of any easement or lease included in the description of the Land as set forth in the Insured Mortgage, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. 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.
6. (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.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records at Date of Policy.

Exceptions above will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "B" (continued)



First American Title™

Commitment for Title Insurance
Arizona – 2021 v. 01.00 (07-01-2021)

Commitment Number: 503-262479 VR

SCHEDULE B, PART II

Exceptions

(Continued)

8. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

2023

9. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

10. LIABILITIES AND OBLIGATIONS imposed upon said land by its inclusion within any legally formed districts.

11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

12. Established and/or existing roads, highways, rights-of-way or easements.

13. RIGHT OF WAY for road as shown on Map recorded in:

Book	2 of Road Maps
Page	123 , 124 , and 125

14. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 103 at page 225](#) (Undefined).

15. Right of Cotaro Water Users Association as recorded in [Book 429 of Deeds at page](#)

16. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion of said land within Cortaro Water Users Association District.

17. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 70 at page 577](#).

18. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 516 at page 389](#).

19. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 3936 at page 390](#).

20. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Cotaro-Marana Irrigation District recorded in [Docket 5670 at page 603](#).

21. RIGHT OF WAY for road as shown on Map recorded in:

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Form 50126904 (5-31-22)



EXHIBIT "B" (continued)



First American Title™

Commitment for Title Insurance
Arizona – 2021 v. 01.00 (07-01-2021)

Commitment Number: 503-262479 VR

SCHEDULE B, PART II

Exceptions (Continued)

[Book 4 of MapsPage 20](#)

Over

Section 26

22. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Agreement recorded in [Docket 6116 at page 719](#).

23. Access to a two-way frontage road connecting with Interstate Highway 10 at the Arra Valley and Corataro Interchange, as Contained in Final Order of Condemnation as recorded in [Docket 2601 at page 140](#).

24. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in [Docket 8097 at page 1950](#).

25. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Resolution No. 2002-323 recorded in [Docket 11944 at page 633](#).

26. The following Matter(s) disclosed by Survey;

Recorded in Book of Land Surveys [Sequence No. 20170380349](#)

27. The right or claim of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash.

28. RIGHTS OF LESSEES under unrecorded leases.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

29. New Deed of Trust to be recorded.

END OF SCHEDULE B – PART II

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Form 50126904 (5-31-22)



EXHIBIT C

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

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 FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona, the "Grantor" herein, does hereby convey to OUTPARCEL AZ PAV WEST, LLC, an Arizona limited liability company, 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 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.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Sale-0124	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

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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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Sale-0124	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

Grantor

Date

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 2023 by _____.

Notary Public

My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: AM	File #: Sale-0124	Activity #:	P [X] De [] Do [] E []