



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 11/10/15

or Procurement Director Award

**Contractor/Vendor Name (DBA):** The Corporation of the Presiding Bishop of the Church of Jesus Christ of the Latter

**Project Title/Description:**

Property Exchange

**Purpose:**

Property exchange to rectify mutual encroachments.

**Procurement Method:**

Exchange of property of equal value

**Program Goals/Predicted Outcomes:**

To solve mutual property encroachments.

**Public Benefit:**

The most economical method for solving encroachment.

**Metrics Available to Measure Performance:**

**Retroactive:**

**Original Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 16\*107

Effective Date: 11/10/15 Termination Date: 11/10/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 2,500.00  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): FLOOD CONTROL TAX LEVY

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

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

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

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

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

Cost to Pima County General Fund: \_\_\_\_\_

*To: COB - 10.28.15 (2)  
Ver. - 1  
Pgs. - 22*

Contact: GREG FOSTER

Department: RPS

Telephone: 724-6681

Department Director Signature/Date:

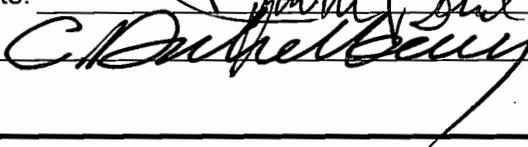
 10-15-15

Deputy County Administrator Signature/Date:

 10/16/15

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 10/22/15

<p><b>PIMA COUNTY REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Exchange Agreement</b></p> <p><b>PARTIES: Corporation of The Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole</b></p> <p><b>And</b></p> <p><b>Pima County Flood Control District, a political taxing subdivision of the State of Arizona</b></p> <p><b>COSTS: \$2,500.00</b> (closing costs &amp; title insurance)</p> <p><b>FUNDING: Flood Control Tax Levy</b></p>	<table border="1"> <tr> <td data-bbox="954 457 1448 508" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td data-bbox="954 508 1448 562">NO. <u>CT. Pw-160000000000000000 107</u></td> </tr> <tr> <td data-bbox="954 562 1448 613">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="954 613 1448 730">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	<b>CONTRACT</b>	NO. <u>CT. Pw-160000000000000000 107</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>CONTRACT</b>					
NO. <u>CT. Pw-160000000000000000 107</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

**EXCHANGE AGREEMENT**

**Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, The Corporation of **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS**, a Utah corporation sole, ("**Corporation**"), and **PIMA COUNTY FLOOD CONTROL DISTRICT**, a political taxing subdivision of the State of Arizona ("**District**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Flood Control District Board of Directors signed it.

**1. Exchange Properties.**

1.1. District owns the property legally described and depicted on **Exhibit A** (the "**District Property**").

36569 / 00257843 / v 1 File: 11,292-009-010  
 Parcels: 111-03-0060 & 0050 Exchange Property  
 No parcel numbers assigned to District's Property

1.2. CORPORATION owns the parcel of real property in Pima County, Arizona, legally described and depicted on **Exhibit A1 "Exchange Property"**:

1.3. District and CORPORATION shall exchange the District Property and the Exchange Property pursuant to A.R.S. § 48-3603(C) (1) and 9-407(A)(the "**Exchange**"). District shall publish notice of the exchange once a week for two consecutive weeks in a weekly publication, or four consecutive days in a daily publication and post notice in three public places before the Exchange, listing the ownership and description of the Exchange Property and the District Property.

2. **Donation.** CORPORATION acknowledges that if the value of the Exchange Property exceeds the value of the District Property, the decision to donate the Exchange Property was made without any undue influence or coercive action of any nature, and CORPORATION hereby waives the right to an appraisal and to just compensation. If CORPORATION obtains an appraisal which determines that the fair market value ("FMV") of the Exchange Property is greater than the fair market value of the District Property, then CORPORATION may claim a charitable contribution deduction for federal income tax purposes equal to the difference between the FMV of the Exchange Property less the FMV of the District Property. District agrees to promptly execute IRS Form 8283, and any other form required of a donee by the Internal Revenue Code of 1986, as amended, or any regulation thereunder. District shall have no liability whatsoever arising out of CORPORATION's charitable contribution. The availability of the contribution shall not be a condition to Closing.

3. **Vacant Land.** The parties acknowledge that the Exchange Property and the District Property are vacant land and that no personal property is being transferred.

4. **Inspection Rights.**

4.1. Access and Possession. Upon execution of this Agreement and until Closing, CORPORATION hereby grants permission to District, District's representatives, and District's authorized agents to enter the Exchange Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Upon execution of this Agreement until Closing, District hereby grants permission to CORPORATION, CORPORATION's representatives, and CORPORATION's authorized agents to enter the District Property for due diligence, including for land survey, biological and cultural survey,

and environmental assessment. Each party shall deliver possession on the date of Closing

4.2. Each party shall permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. Prior to the date which is (\_60\_) days following the Effective Date, either party may terminate this Agreement for any or no reason whatsoever. In the event the Board of Directors of District fails to approve this Agreement within the time period set forth pursuant to Section 8, CORPORATION shall have the right to terminate this Agreement.

5. **Escrow and Title.**

5.1. Proration and Closing Costs. CORPORATION shall pay all taxes on the Exchange Property to the date of Closing. District shall pay all taxes, municipal charges, and other assessments on the District Property to the date of Closing. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, and releases, shall be paid 100% by District.

5.2. Escrow and Title Agent. The Title Company and Escrow Agent shall be Title Security Agency, LLC ("**Title Company**"), Rhonda Herrera ("**Escrow Agent**") and this Agreement shall be used as escrow instructions in connection with the escrow established with Escrow Agent under this Agreement (the "**Escrow**"). Escrow Agent shall make reasonably suitable arrangements with District, upon District's request, to have District execute all of the documents to be executed by District as provided in this Agreement at the office of Escrow Agent that is located the closest to the office of District.

5.3. Title Commitment.

5.3.1. *Commitment.* Escrow Agent will distribute to District a Commitment for Standard Owner's Title Insurance on the Exchange Property and the Easements (the "**Commitment**") together with complete and legible copies of all documents which will remain as exceptions to District's policy of title insurance. Escrow Agent will distribute to CORPORATION a Commitment for Standard Owner's Title Insurance on the District Property together with complete and legible copies of all documents which will remain as exceptions to CORPORATION's policy of title insurance.

5.3.2. *Permitted Exceptions*

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Parcels: 111-03-0060 & 0050 Exchange Property  
No parcel numbers assigned to District's Property

5.3.2.1. CORPORATION shall deliver title to the Exchange Property at Closing subject to all matters of record, but the Closing shall be contingent upon District being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit B** hereto (the "**Permitted Exceptions to Exchange Property**") and the title policy shall be in the following amount: \$ 30,000.00.

5.3.2.2. District shall deliver title to the District Property pursuant to the provisions of Section 11.2 hereof, subject to all matters of record, but the Closing shall be contingent upon CORPORATION being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit C** hereto (the "**Permitted Exceptions to District Property**"), and the title policy shall be in the amount of \$ 30,000.00.

5.3.2.3. Each conveyance of the District Property and the Exchange Property shall be by Special Warranty Deed subject to (a) the liens of real estate taxes, water, rent and sewer charges that are not yet due and payable; (b) all matters of record including the applicable Permitted Exceptions which were accepted by the Grantee; and (c) all matters a survey or inspection of the Property would reveal. The Closing of this transaction shall be contingent upon the Title Company insuring title to District subject only to the Permitted Exceptions to Exchange Property, and insuring title to CORPORATION subject only to the Permitted Exceptions to District Property. The Special Warranty Deed to the Exchange Property shall be in the form attached hereto as **Exhibit D**, and shall contain the various reservations set forth therein. The Special Warranty Deed to the District Property shall be in the form attached hereto as **Exhibit E**.

5.3.3. *Amended Commitment.* In the event Title Company should issue an Amended Commitment for Title Insurance to one of the parties which discloses an Exception(s) not previously disclosed, that party shall have 15 days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify the other party and the Escrow Agent in writing of its disapproval of any new Exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, the party receiving the Disapproval Notice shall have 10 days from receipt of the Disapproval Notice in which to notify the disapproving party in writing whether it intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If the party receiving the Disapproval Notice fails to notify the disapproving party of its intent with respect to the disapproved items within that time or if it elects not to cure all

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Parcels: 111-03-0060 & 0050 Exchange Property  
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disapproved items, the disapproving party may terminate this Agreement and the Escrow shall be canceled. If the Amended Commitment is issued less than 15 days prior to the date of the Closing, then the date of the Closing shall be deemed to be extended until the end of the Disapproval Period and the Notice Period, if applicable.

6. **Security Interest.** Prior to Closing, each party shall obtain from any lienholders releases of (i) all nonconsensual liens, including but not limited to tax liens, mechanics liens, and judgment liens, and (ii) all consensual liens, including but not limited to mortgages, deeds of trusts, and contracts for sale, as required for the fee transfer of the District Property and Exchange Property, free and clear of all liens and encumbrances.

7. **Closing Documents.**

7.1. At Closing, District shall execute, acknowledge and deliver to Escrow Agent the Special Warranty Deed in form of **Exhibit E** conveying title to the District Property to CORPORATION, and said deed shall be recorded by Escrow Agent upon satisfaction of CORPORATION's obligations set forth in Section 7.2.

7.2. At Closing, CORPORATION shall execute, acknowledge and deliver to Escrow Agent the Special Warranty Deed to the Exchange Property in form of **Exhibit D** conveying title to the Exchange Property to District, and said deed shall be recorded by Escrow Agent upon satisfaction of District's obligations set forth in Section 7.1.

8. **Closing Date.** Closing shall be on or before the later of (a) 120 days after the date this Agreement is approved by the Board of Directors of District or (b) 30 days after receipt of all necessary releases or consents from Lienholders, but in no event shall the Closing be later than 60 days following the Effective Date (the "**Closing**" or the "**Closing Date**").

9. **Representations.**

9.1. Each party represents that, to the best of its actual "**Knowledge**," without a duty to investigate, (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced

or threatened with respect to its property. The term "Knowledge" or any similar phrase specifically excludes the doctrines of constructive or imputed knowledge or notice.

9.2. Subject only to the representations of the parties in this Section 9, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

10. **No Leases.** Each party represents that there are no oral or written leases, or rental agreements permitting a third party to use or occupy all or any portion of its property.

11. **Broker's Commission.** The parties acknowledge that no broker or finder has been used for this transaction. Each party shall indemnify and hold harmless the other against fees, costs, and expenses of defending against such claims made by any one claiming to have been employed for this transaction.

12. **No Sale.** Neither party shall sell or encumber its property before closing.

13. **Notices.**

13.1. Writing. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, e-mail to the e-mail addresses indicated below).

13.2. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the

business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of America that any party from time to time may specify by written notice to the other parties at least 15 days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other parties.

13.3. Rejection. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be deemed to be receipt of any such notice.

13.4. Notice to Entity. Any notice to an entity shall be deemed to be given on the date specified in this section without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

13.5. Address. District and CORPORATION agree that any notice sent to the address set forth below shall serve as notice by District or CORPORATION, as the case may be, to the other:

If to District:

Neil J. Konigsberg, Deputy County Attorney  
Pima County Attorney's Office, Civil Division  
32 N Stone Ave, Suite 2100  
Tucson, AZ 85701-1412  
Telephone: 520.740.5750  
E-mail: neil.konigsberg@pcao.pima.gov

If to CORPORATION:

Corporation of Presiding Bishop of Church of

ATTN: PN 507-0082  
50 E. North Temple, FL 12  
Salt Lake City, UT 84750-0022

14. **Conflict of Interest.** This Agreement is subject to cancellation within three 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 District 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.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all combined to a single instrument.

16. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for one year.

17. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

18. **Remedies.** If either party defaults under this Agreement, the other party may pursue an action for specific performance. All other rights, damages, and remedies available at law or in equity are expressly waived.

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

**Exhibit A**

**Exhibit A1**

**Exhibit B**

**Exhibit C**

**Legal Description of District Property**

**Legal Description of the Exchange Property**

**Permitted Exceptions to Exchange Property**

**Permitted Exceptions to District Property**

**Exhibit D**  
**Exhibit E**

**Form of Special Warranty Deed to the Exchange Property**  
**Form of Special Warranty Deed to the District Property**

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Parcels: 111-03-0060 & 0050 Exchange Property  
No parcel numbers assigned to District's Property

Each Party is signing this agreement on the date stated opposite that Party's signature.

*102*  
**The Corporation of The Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole:**

*Terry F. Padd*  
\_\_\_\_\_  
Signature

*by*

*September 22, 2015*  
\_\_\_\_\_  
Date

*TERRY F. PADD*  
\_\_\_\_\_  
Print Name

*AUTHORIZED AGENT*  
\_\_\_\_\_  
Its

{Rest of Page Intentionally Left Blank}

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

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Directors of the  
Pima County Flood Control District

\_\_\_\_\_  
Date

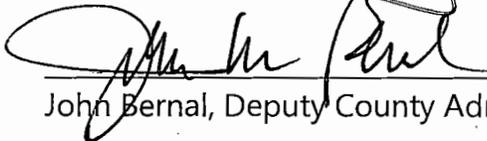
ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of Board

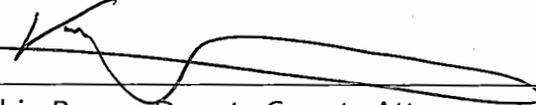
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

  
\_\_\_\_\_  
John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

Parcels: 111-03-0060 & 0050 Exchange Property  
No parcel numbers assigned to District's Property

**Exhibit A**

May 10, 2014  
Psomas #7PFC110101

**EXHIBIT A**

**LEGAL DESCRIPTION**

A portion of the Southeast one-quarter of Section 28, Township 13 South, Range 14 East, Gila & Salt River Meridian, lying north of and adjoining Lots 3, 4 and 5 of Block 1 of Rillito-River-Side-Acres as recorded in Book 5 of Maps and Plats at Page 46 and shown in Record of Survey Sequence No. 20130880270, Records of Pima County, Arizona, described as follows:

**COMMENCING** at the intersection of the north line of Lot 1 of said Block 1 of Rillito-River-Side-Acres with the west right-of-way line of Alvernon Way as recorded in Book 26 of Road Maps at Page 4, from which two angle points in said right-of-way bear N 39°49'43" W a distance of 102.14 feet and S 39°49'43" E a distance of 43.04 feet (Basis of Bearing), recorded as Points No. 104 and 103 in said Record of Survey Sequence No. 20130880270, each point being monumented by a 1/2 inch rebar tagged "RLS 18211";

**THENCE** upon the north line of said Lot 1, S 65°50'56" W a distance of 55.62 feet to the northeast corner of Lot 3 of said Block 1 and the **POINT OF BEGINNING**, monumented by a 1/2 inch rebar tagged "RLS 12122" and recorded as Pt. No. 105 in said survey;

**THENCE** upon the north line of Lot 3, S 78°07'45" W a distance of 153.21 feet to the northeast corner of Lot 4 of said Block 1

**THENCE** upon the north line of Lot 4, N 87°04'21" W a distance of 161.03 feet to the northeast corner of Lot 5 of said Block 1

**THENCE** upon the north line of Lot 5, S 89°22'02" W a distance of 121.38 feet;

**THENCE** N 57°16'38" E a distance of 92.65 feet;

**THENCE** N 85°41'31" E a distance of 353.11 feet;

**THENCE** S 02°16'49" E a distance of 52.02 feet to the **POINT OF BEGINNING**.

**See Depiction of Exhibit A attached hereto and made a part hereof.**

Prepared by:  
Psomas



EXPIRES: 3/31/15

Ernest Gomez, AZ. R.L.S. 27739



## Exhibit A1

May 10, 2014  
Psomas #7PFC110101

### EXHIBIT A

#### LEGAL DESCRIPTION

A portion of Lots 5, 6 and 7 of Block 1 of Rillito-River-Side-Acres as recorded in Book 5 of Maps and Plats at Page 46 and shown in Record of Survey Sequence No. 20130880270, located in the Southeast one-quarter of Section 28, Township 13 South, Range 14 East, Gila & Salt River Meridian, Records of Pima County, Arizona, described as follows:

**COMMENCING** at the intersection of the north line of Lot 1 of said Block 1 of Rillito-River-Side-Acres with the west right-of-way line of Alvernon Way as recorded in Book 26 of Road Maps at Page 4, from which two angle points in said right-of-way bear N 39°49'43" W a distance of 102.14 feet and S 39°49'43" E a distance of 43.04 feet (Basis of Bearing), recorded as Points No. 104 and 103 in said Record of Survey Sequence No. 20130880270, each point being monumented by a 1/2 inch rebar tagged "RLS 18211";

**THENCE** upon the north line of said Lot 1, S 65°50'56" W a distance of 55.62 feet to the northeast corner of Lot 3 of said Block 1, monumented by a 1/2 inch rebar tagged "RLS 12122" and recorded as Pt. No. 105 in said survey;

**THENCE** upon the north line of Lot 3, S 78°07'45" W a distance of 153.21 feet to the northeast corner of Lot 4 of said Block 1

**THENCE** upon the north line of Lot 4, N 87°04'21" W a distance of 161.03 feet to the northeast corner of Lot 5 of said Block 1

**THENCE** upon the north line of Lot 5, S 89°22'02" W a distance of 121.38 feet to the **POINT OF BEGINNING**;

**THENCE** continue upon the north line of said Lot 5 and Lot 6 of said Block 1, S 89°22'02" W a distance of 199.86 feet to the northeast corner of Lot 7 of said Block 1;

**THENCE** upon the north line of said Lot 7, S 81°18'35" W a distance of 213.99 feet to the northwest corner of said Lot 7;

**THENCE** upon the west line of said Lot 7, S 01°15'33" E a distance of 46.15 feet;

**THENCE** N 84°43'20" E a distance of 334.04 feet;

**THENCE** N 57°16'38" E a distance of 92.40 feet to the **POINT OF BEGINNING**.

**See Depiction of Exhibit A attached hereto and made a part hereof.**

Prepared by:  
Psomas

Ernest Gomez, AZ. R.L.S. 27739



- 1 -

V-Legal APN 111-03-005 & 006 Latter Day Saints.rtf

P S O M A S

36569 / 00257843 / v 1 File: 11,292-009-010  
Parcels: 111-03-0060 & 0050 Exchange Property  
No parcel numbers assigned to District's Property



**Exhibit B**

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
3. TAXES subsequent to the year 2014.
4. MATTERS SHOWN ON SURVEY:  
Recorded in Book        59 of Record of Surveys  
Page                        9
5. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No.  
Recorded in Docket        1911  
Page                        181 and re-recorded in Docket 5334, Page 92.  
Purpose                     electric transmission or distribution line or system
6. EASEMENT and rights incident thereto, as set forth in instrument:  
Recorded in Document No.  
Recorded in Docket        3890  
Page                        483  
Purpose                     electric transmission or distribution line or system
7. ANY ADVERSE claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, direlection, avulsion, reliction or exposed river bed with particular reference to that portion of the subject property lying adjacent to Rillito River
8. THE LACK of a legal right of access recorded in insurable form to and from said land to a public street. Notwithstanding the affirmative assurance of Paragraph 4, the Company is unwilling to insure access.

### Exhibit C

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2015
3. 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.
4. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No.  
Recorded in Book                      77 of Miscellaneous Records  
Page    238  
Purpose    telephone and telegraph
5. AGREEMENT according to the terms and conditions contained therein:  
  
Purpose    Agreement  
Dated    September 30, 1957  
Recorded    October 2, 1957  
Document No.  
Docket    1182  
Page    279
6. MATTERS SHOWN ON SURVEY:  
  
Recorded in Book                      59 of Record of Surveys of  
Page    9
7. MATTERS SHOWN ON SURVEY:  
  
Recorded in Sequence No. 20130880270 of Record of Surveys.
8. ANY ADVERSE claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, direlection, avulsion, reliction or exposed river bed with particular reference to that portion of the subject property lying with Rillito River.
9. THE LACK of a legal right of access recorded in insurable form to and from said land to a public street. Notwithstanding the affirmative assurance of Paragraph 4, the Company is unwilling to insure access.



**Exhibit E**  
**SPECIAL WARRANTY DEED**

For valuable consideration, Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("Grantors"), does hereby convey to Corporation of Presiding Bishop of Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION AND DEPICTION

SUBJECT TO all matters of record.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
   ) ss  
 COUNTY OF PIMA                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
 by \_\_\_\_\_ as \_\_\_\_\_ of  
 \_\_\_\_\_.

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

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

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

36569 / 00257843 / v 1   File: 11,292-009-010  
 Parcels: 111-03-0060 & 0050 Exchange Property  
 No parcel numbers assigned to District's Property

**SPECIAL WARRANTY DEED**

For valuable consideration, Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("Grantor"), does hereby convey to The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, a Utah corporation sole, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION AND DEPICTION

SUBJECT TO all matters of record.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST

Pima County Flood Control District

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair, Pima County Board of Directors

State of Arizona                    )  
  )ss  
County of Pima                    )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as Chair of the Pima County Flood Control District Board.

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

My commission expires:  
\_\_\_\_\_

<b>XEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Directors: 11/10/15	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: gf	File #:11,292-009&10	Activity #: 5PRRIL	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>

May 10, 2014  
Psomas #7PFC110101

## EXHIBIT A

### LEGAL DESCRIPTION

A portion of the Southeast one-quarter of Section 28, Township 13 South, Range 14 East, Gila & Salt River Meridian, lying north of and adjoining Lots 3, 4 and 5 of Block 1 of Rillito-River-Side-Acres as recorded in Book 5 of Maps and Plats at Page 46 and shown in Record of Survey Sequence No. 20130880270, Records of Pima County, Arizona, described as follows:

**COMMENCING** at the intersection of the north line of Lot 1 of said Block 1 of Rillito-River-Side-Acres with the west right-of-way line of Alvernon Way as recorded in Book 26 of Road Maps at Page 4, from which two angle points in said right-of-way bear N 39°49'43" W a distance of 102.14 feet and S 39°49'43" E a distance of 43.04 feet (Basis of Bearing), recorded as Points No. 104 and 103 in said Record of Survey Sequence No. 20130880270, each point being monumented by a 1/2 inch rebar tagged "RLS 18211";

**THENCE** upon the north line of said Lot 1, S 65°50'56" W a distance of 55.62 feet to the northeast corner of Lot 3 of said Block 1 and the **POINT OF BEGINNING**, monumented by a 1/2 inch rebar tagged "RLS 12122" and recorded as Pt. No. 105 in said survey;

**THENCE** upon the north line of Lot 3, S 78°07'45" W a distance of 153.21 feet to the northeast corner of Lot 4 of said Block 1

**THENCE** upon the north line of Lot 4, N 87°04'21" W a distance of 161.03 feet to the northeast corner of Lot 5 of said Block 1

**THENCE** upon the north line of Lot 5, S 89°22'02" W a distance of 121.38 feet;

**THENCE** N 57°16'38" E a distance of 92.65 feet;

**THENCE** N 85°41'31" E a distance of 353.11 feet;

**THENCE** S 02°16'49" E a distance of 52.02 feet to the **POINT OF BEGINNING**.

**See Depiction of Exhibit A attached hereto and made a part hereof.**

Prepared by:  
Psomas



EXPIRES: 3/31/15

Ernest Gomez, AZ. R.L.S. 27739

T:\7PFC110101\SURVEY\LEGALS\V-Legal-RiverLots 3-6 TolatterDaySaints.dwg 8.5X11 Exhibit Last Saved: 5/10/2014 By: Egozmez Plotted: 5/10/2014 3:28:23 PM

LINE	BEARING	DISTANCE
L1	N 39°49'43" W	102.14'
L2	S 39°49'43" E	43.04'
L3	S 65°50'56" W	55.62'
L4	S 78°07'45" W	153.21'
L5	N 87°04'21" W	161.03'
L6	S 89°22'02" W	121.38'
L7	N 57°16'38" E	92.65'
L8	N 85°41'31" E	353.11'
L9	S 02°16'49" E	52.02'

**RILLITO RIVER**  
 FINAL ORDER OF CONDEMNATION  
 PARCEL A, DK. 8393, PG. 1326  
 PIMA CO. FLOOD CONTROL DISTRICT

WEST R/W  
 ALVERNON WAY,  
 1/2" REBAR  
 "RLS 18211"  
 PT. NO. 104

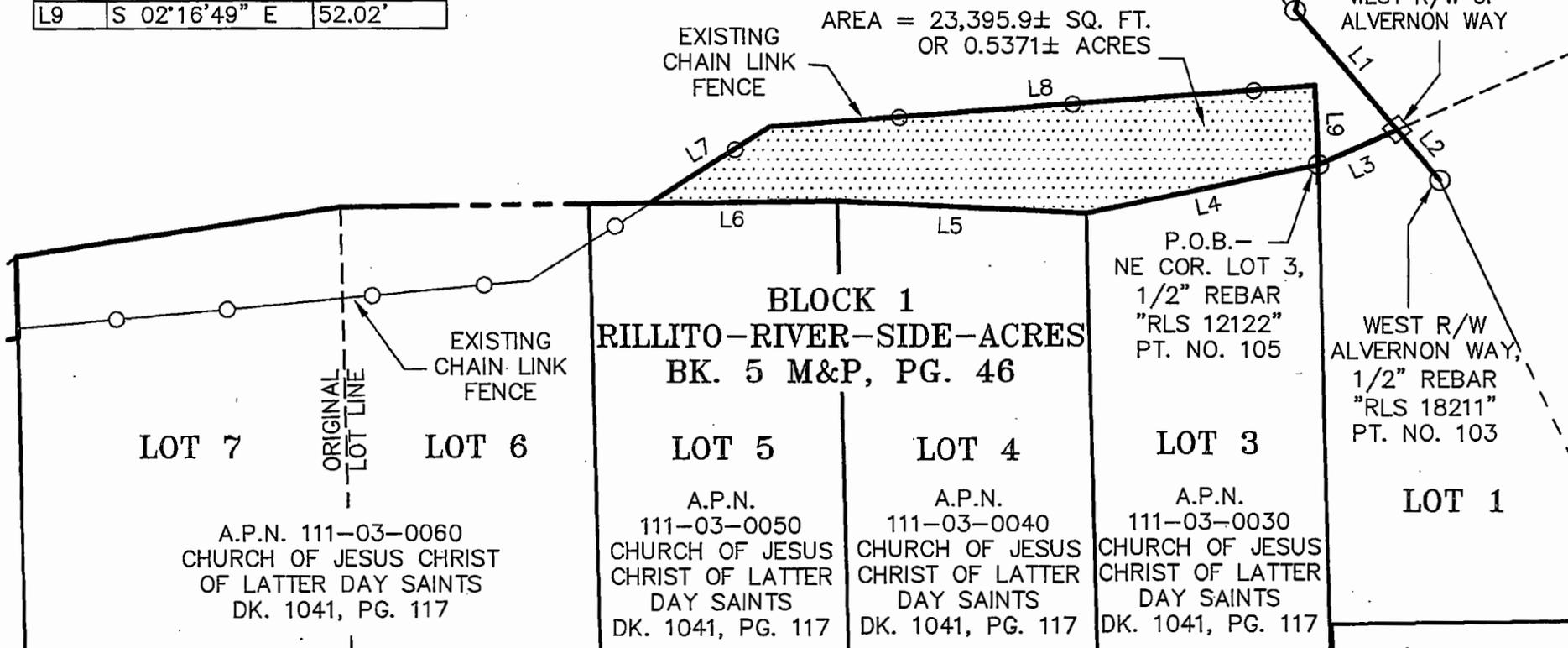
P.O.C.— INT. OF  
 NORTH LINE OF  
 LOT 1 WITH  
 WEST R/W OF  
 ALVERNON WAY

EXISTING  
 CHAIN LINK  
 FENCE

AREA = 23,395.9± SQ. FT.  
 OR 0.5371± ACRES

P.O.B.—  
 NE COR. LOT 3,  
 1/2" REBAR  
 "RLS 12122"  
 PT. NO. 105

WEST R/W  
 ALVERNON WAY,  
 1/2" REBAR  
 "RLS 18211"  
 PT. NO. 103



**BLOCK 1**  
**RILLITO-RIVER-SIDE-ACRES**  
**BK. 5 M&P, PG. 46**

**LOT 7**

ORIGINAL LOT LINE

EXISTING CHAIN LINK FENCE

A.P.N. 111-03-0060  
 CHURCH OF JESUS CHRIST  
 OF LATTER DAY SAINTS  
 DK. 1041, PG. 117

**LOT 5**

A.P.N. 111-03-0050  
 CHURCH OF JESUS  
 CHRIST OF LATTER  
 DAY SAINTS  
 DK. 1041, PG. 117

**LOT 4**

A.P.N. 111-03-0040  
 CHURCH OF JESUS  
 CHRIST OF LATTER  
 DAY SAINTS  
 DK. 1041, PG. 117

**LOT 3**

A.P.N. 111-03-0030  
 CHURCH OF JESUS  
 CHRIST OF LATTER  
 DAY SAINTS  
 DK. 1041, PG. 117

**LOT 1**

**DEPICTION OF EXHIBIT A**

A PORTION OF THE NE 1/4 OF SECTION 28, TOWNSHIP 13 SOUTH,  
 RANGE 14 EAST, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA,  
 SHOWN IN RECORD OF SURVEY SEQUENCE NO. 20130880270

**PSOMAS**

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

7PFC110101

DATE: MAY 2014 • DRAWN BY: EG



SCALE: 1" = 100'

