



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/3/25

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Lucian Spataro, Nydia A. Encinas, Marc Peter Kaplan, Robert Weinshilboum, as individuals and general partners under Wilderness Resort 16 Partners, a now dissolved partnership

**\*Project Title/Description:**

Agreement to Donate Real Property

**\*Purpose:**

Pima County intends to acquire through donation 16 acres of vacant land located in the Tortolita Mountains at Section 34, Township 10S, Range 12E, Pinal County, AZ. The subject parcel is surrounded on 3 sides by other Pima County owned property acquired in 2021. (RPS. Acq-1264)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

Pima County will acquire and CLR will manage the 16 acres of conservation land for Open Space and Conservation purposes.

**\*Public Benefit:**

Maintaining this parcel of land as open space helps to conserve the important area natural resources and expand existing conservation area in the Tortolita Mountains.

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

The 16 acres of land will be donated to Pima County. Pima County will be responsible for closing costs of approximately \$1,500.00.

**\*Retroactive:**

No

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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: PO Department Code: RPS Contract Number (i.e., 15-123): PO2500014810  
Commencement Date: 6/3/2025 Termination Date: 11/30/2025 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 1,500.00 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: CLR-Capital Projects**

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: Brienna Moreland

Department: Real Property Services

Telephone: 520-724-6379

Department Director Signature: \_\_\_\_\_

Date: 5-16-2025

Deputy County Administrator Signature: \_\_\_\_\_

Date: 5/19/2025

County Administrator Signature: \_\_\_\_\_

Date: 5/19/2025



### AGREEMENT TO DONATE REAL PROPERTY

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

1.1. Donor: Lucian Spataro, Nydia A. Encinas, Marc Peter Kaplan, Robert Weinshilboum, as individuals and general partners under Wilderness Resort 16 Partners, a now dissolved partnership

1.2. Donee: Pima County, a political subdivision of the State of Arizona

1.1. Donee's Maximum Costs: the sum of (i) Donee's share of Closing Costs, and (ii) Donee's share of Prorations, which combined shall not exceed \$1500.00.

1.3. Title Company: Stewart Title and Trust of Tucson, Michelle Jolly, 3939 E Broadway Blvd. Tucson, AZ 85711

1.4. Effective Date: the date Donor and Donee have approved and accepted this Agreement by affixing their signatures. The date Donee executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.

1.5. 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 (hereinafter collectively referred to as the "**Property**").

1.6. Removed Exceptions: items \_\_\_\_ 9\_\_\_\_ on **Exhibit B**

1.7. Donor's Address: PO Box 25223 Scottsdale, AZ 85255

1.8. Donee's Address: 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](mailto:jeffrey.teplitsky@pima.gov)

2. **Parties; Effective Date.** This Agreement is entered into between Donor and Donee and shall be effective on the Effective Date. Donor and Donee are collectively

referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Background & Purpose.**

3.1. Donor is the owner of the Property, located in Pinal County, Arizona, consisting of approximately 16 acres, including all improvements thereon and all water rights associated with the Property, if any;

3.2. Donor desires to donate the Property to Donee; and

3.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

4. **Donation.**

4.1. Donor agrees to donate the Property, including all easements, wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto. If Donor cannot provide free and clear title to the Property, this Agreement is terminated.

4.2. Donor will execute a Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

4.3. Having been fully informed of the right to have the property appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agrees that the decision to donate the Property is voluntary and made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

4.4. County agrees to 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. County shall have no liability whatsoever arising out of Owner's charitable contribution. The availability of the contribution shall not be a condition to Closing.

5. **Inspection and Access.**

5.1. Inspection Period. For a period of 45 days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon 48 hours notice by telephone to Donor, for

the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

5.2. Reports. Within 10 days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

5.3. Environmental Representations. Donor and Donee 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. Donor represents and warrants that, to the best of Donor's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

5.4. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional 90 days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

5.5. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within 10 business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

5.6. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

## 6. **Donor's Covenants.**

6.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Donor represents that as of closing there will be no personal property located on the Property.

6.2. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

6.3. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

6.4. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance



against the Property.

6.5. Wells and Water Rights. Donor warrants that there are no wells on or water rights associated with the Fee Property.

6.6. Underground Improvements. Donor warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Property.

## 7. **Closing.**

7.1. Closing. The Closing shall take place in the offices of the Title Company after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

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

7.3. Larger Parcel. If Donor's entire owned parcel (the "Larger Parcel") is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Donor's entire parcel that is attributable to the Property. Donor will pay in full the property tax and any unpaid assessments on the Larger Parcel for the calendar year in which the Closing occurs, before becoming delinquent. Donor will be harmless from any damages resulting from Donor's failure to pay all such amounts due.

7.4. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

7.4.1. an executed Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

7.4.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

7.4.3. possession of the Property.

7.5. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

7.5.1. Donor will pay for the release of any liens or encumbrances

and/or the cost to establish free and clear marketable title to the Property. If Donor cannot provide free and clear title to the Property, this Agreement is terminated.

7.5.2. Donee will pay the Owner's Title Insurance premium, escrow fees and recording fees.

7.5.3. Donee may, at its sole discretion, pay other reasonable fees or costs related to the Closing.

7.5.4. Donee's costs will not exceed Donee's Maximum Closing Costs.

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

8.1. Notices.

8.1.1. *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 Donor's address or Donee's address.

8.1.2. *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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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.

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

8.10. 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.

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

8.12. 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.

8.13. 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

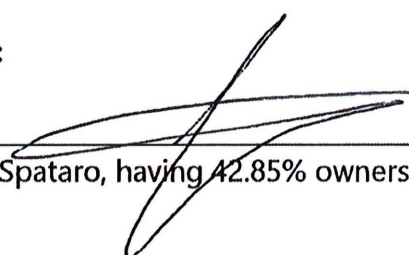
occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

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

8.15. Conflict of Interest. This Agreement is subject to cancellation within 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 Donee 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.

The Parties have signed this Agreement on the dates set forth below.

**Donor:**

  
\_\_\_\_\_  
Lucian Spataro, having 42.85% ownership of Property

3/30/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Nydia A. Encinas, having 20.41% ownership of Property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Weinshilboum, having 28.57% ownership of Property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Peter Kaplan, having 8.17% ownership of Property

\_\_\_\_\_  
Date

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**Donor:**

\_\_\_\_\_  
Lucian Spataro, having 42.85% ownership of Property

\_\_\_\_\_  
Date

Nydia Fouts (Encinas)

\_\_\_\_\_  
Nydia A. Encinas, having 20.41% ownership of Property

April 4, 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Weinshilboum, having 28.57% ownership of Property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Peter Kaplan, having 8.17% ownership of Property

\_\_\_\_\_  
Date

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**Donor:**

_____ Lucian Spataro, having 42.85% ownership of Property	_____ Date
_____ Nydia A. Encinas, having 20.41% ownership of Property	_____ Date
<u>Robert Weinshilboum</u> Robert Weinshilboum, having 28.57% ownership of Property	<u>4/25/25</u> Date
_____ Marc Peter Kaplan, having 8.17% ownership of Property	_____ Date

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\_\_\_\_\_  
Lucian Spataro, having 42.85% ownership of Property

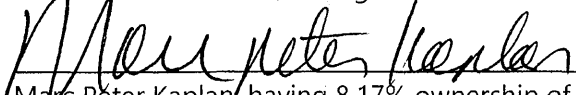
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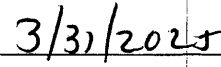
\_\_\_\_\_  
Nydia A. Encinas, having 20.41% ownership of Property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Weinshilbourn, having 28.57% ownership of Property

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marc Peter Kaplan, having 8.17% ownership of Property

  
\_\_\_\_\_  
Date

**Donee: Pima County, a body politic and corporate of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

RECOMMENDATIONS FOR APPROVAL:

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carmine DeBonis, Jr., Deputy County Administrator

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Janis Gallego, Deputy County Attorney

3/28/2025  
\_\_\_\_\_  
Date

RPS Acq-1264





## Exhibit A

All that certain real property, situate in the County of Pinal, State of Arizona, being a part of the Southwest quarter of Section 34, Township 10 South, Range 12 East, Gila and Salt River Base and Meridian, more particularly described as follows;

BEGINNING at a point on the West line of said Southwest quarter of said Section 34, from which said point the Southwest corner of said Section 34 bears South 00 degrees 11 minutes 41 seconds East 634.00 feet distant;

THENCE from said POINT OF BEGINNING, Northerly along said West line, North 00 degrees 11 minutes 41 seconds West 436.71 feet to a point thereon;

THENCE leaving said West line, South 73 degrees 10 minutes 00 seconds East 593.30 feet;

THENCE North 69 degrees 30 minutes 00 seconds East, 997.48 feet;

THENCE South 20 degrees 30 minutes 00 seconds East 418.00 feet;

THENCE South 69 degrees 30 minutes 00 seconds West 1138.00 feet;

THENCE North 73 degrees 10 minutes 00 seconds West, 607.20 feet to the POINT OF BEGINNING.

TOGETHER with an nonexclusive easement for ingress, egress and utilities purposes, 30 feet in width, lying 15 feet each side of the following described centerline:

BEGINNING at a point on the South line of said Southwest quarter of said Section 34, from which said point the Southwest corner of said Section 34 bears South 89 degrees 51 minutes 24 seconds West, 1950.00 feet distant;

THENCE from said POINT OF BEGINNING and leaving said South line, North 18 degrees 15 minutes 00 seconds East 350.00 feet;

THENCE North 36 degrees 21 minutes 40 seconds West, 287.06 feet;

THENCE North 88 degrees 10 minutes 00 seconds West, 120.00 feet;

THENCE South 49 degrees 40 minutes 00 seconds West 150.00 feet;

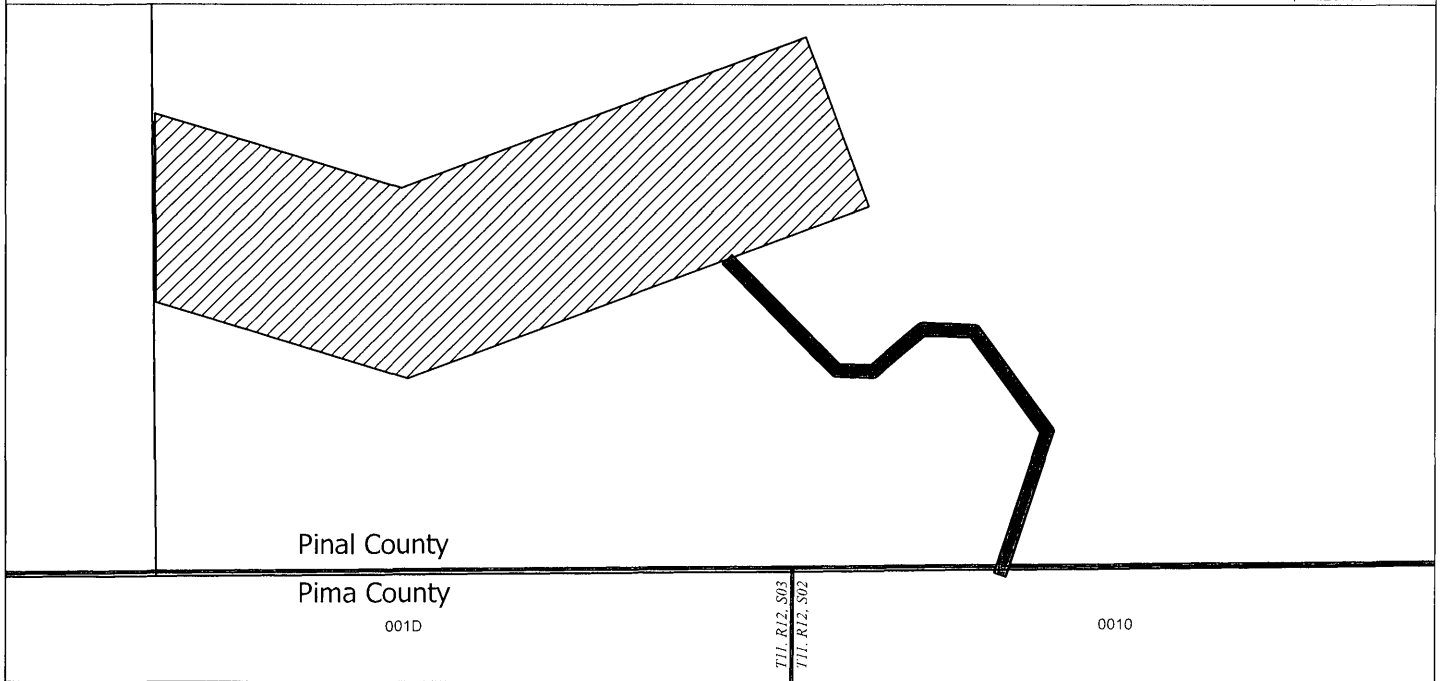
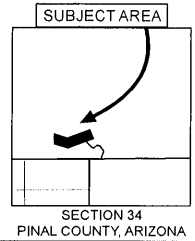
THENCE North 88 degrees 05 minutes 00 seconds West, 85.00 feet;

THENCE North 44 degrees 40 minutes 00 seconds West, 360.00 feet to a point on the Southeast line of the above described Exhibit A from which said point the most Easterly corner of said Exhibit A bears North 69 degrees 30 minutes 00 seconds East, 350.00 feet distant, said point being the Terminal Point of the above described centerline.



## EXHIBIT A-1

SECTION 34  
TOWNSHIP 10 SOUTH  
RANGE 12 EAST  
PINAL COUNTY



25011


**PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT**


NOT TO SCALE

DRAWN BY: K DUDUS

DATE: MAR 2025

### LEGEND

 Subject Property

 Access Easement to Subject Property



## Exhibit B

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

*NOTE: Exceptions 1 through 8, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. 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.*

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. Taxes or assessments which 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. Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are 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.
7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.





## Exhibit B

9. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2025.
10. 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.
11. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Liabilities and obligations imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48 Arizona Revised Statutes.
15. Established and/or existing roads, roadways, highways, rights-of-way and easements therefor.
16. Liabilities and obligations imposed upon said land by reason of its inclusion within Central Arizona Water Conservation District.
17. Liabilities and obligations imposed upon said land by reason of its inclusion within Pinal County Flood District.
18. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 1385, page 917.
19. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 1450, page 398.
20. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 1799, page 544 and mesne of record.
21. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 1799, page 549 and re-recorded in Fee No. 1996-041891.
22. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 2106 at page 842.



## Exhibit B

23. Easement for electric transmission and distribution system and rights incident thereto, as set forth in instrument recorded in Fee No. 2005-55342.

24. Easement for natural gas facilities and rights incident thereto, as set forth in instrument recorded in Fee No. 2016-039825.

25. The lack of a legal right of access recorded in insurable form to and from said land to a public street.

Notwithstanding any affirmative assurances to the contrary, the Company is unwilling to insure access.

26. Rights of Parties in Possession



# EXHIBIT C

When Recorded, Please Return to:  
Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

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

## WARRANTY DEED

For valuable consideration, I (or we) LUCIAN SPATARO, NYDIA A. ENCINAS, ROBERT WEINSHILBOUM, AND MARC PETER KAPLAN, AS INDIVIDUALS AND GENERAL PARTNERS OF WILDERNESS RESORT 16 PARTNERS ("Grantors"), do/does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION AND **EXHIBIT "A-1"** FOR LEGAL DEPICTION

SUBJECT TO all matters of record.

And I or we do warrant the title against all persons whomsoever, subject only to matters above set forth.

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Lucian Spataro, 42.85% ownership

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Date

---

Nydia A. Encinas, 20.41% ownership

---

Date

---

Robert Weinshilboum, 28.57% ownership

---

Date

---

Marc Peter Kaplan, 8.17% ownership

---

Date

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Directors: 6/3/25	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: BM	File #: Acq-1264	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

# EXHIBIT C

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF PIMA                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_.

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

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Directors: 6/3/25	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: BM	File #: Acq-1264	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>