



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/03/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

Arrow Building Contractors, Inc., an Arizona corporation

***Project Title/Description:**

Acquisition Agreement (Acq-1089)

***Purpose:**

Pima County Regional Flood Control District (the "District") will acquire tax parcels 119-21-021A and 119-21-022A, located at 3001 & 3173 S. Mission Rd. in Section 27, Township 14 South, Range 13 East, Pima County, AZ

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The District will acquire property for the Floodprone Land Acquisition Program

***Public Benefit:**

Floodprone land will be removed from the flood hazard and any future development

***Metrics Available to Measure Performance:**

The District will acquire 8.99 acres at \$54,838.70 an acre of land for a not to exceed amount of \$497,500.00, which includes an appraised value of \$493,000.00 and up to \$4,500.00 in closing costs

***Retroactive:**

No.

TO: COB 4-13-22(1)
vers: 1
pgs: 19

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: CT Department Code: RPS Contract Number (i.e., 15-123): 22*0328
Commencement Date: 5/3/2022 Termination Date: 5/2/2023 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 497,500.00 * [] Revenue Amount: \$

*Funding Source(s) required: Flood Control Non-Bond Project

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: Aaron Mergenthal
Department: Real Property Services

Telephone: 724-6307

Department Director Signature: Date: 4/22/2022
Deputy County Administrator Signature: Date: 4/11/2022
County Administrator Signature: Date: 4/12/2022



ADV Contract Number: CT-RPS-22*0328

ACQUISITION AGREEMENT NO. ACQ-1089

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: Arrow Building Contractors, Inc., an Arizona corporation

1.2. Buyer: Pima County Flood Control District, a political taxing authority of the State of Arizona

1.3. Purchase Price: the sum of Four Hundred Ninety-Three Thousand Dollars Dollars (\$493,000.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00)

1.5. Title Company: Pioneer Title Agency, Jeanette Cary, Escrow Officer, 7445 N. Oracle Rd., Suite 101, Tucson, AZ, 85704; Email: Jeanette.cary@ptaaz.com

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

1.7. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.8. Removed Exceptions: items 1 through 4 on **Exhibit B**

1.9. Seller's Address: 7657 S. Camino Cocoim, Tucson, AZ 85757

1.10. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov

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; Right of Entry; Driveways.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Property;

3.2. The right for Buyer, its agents and contractors, to enter upon the Property (the "**ROE**") prior to closing to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Property.

4. **Seller's Warranties**

4.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Property.

4.1. Wells and Water Rights. Seller warrants that there are no wells on or water rights associated with the Permanent Easement Area, except as specifically identified on **Exhibit C** attached. Seller agrees to assign and transfer to Buyer effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the Property. Seller shall execute all documents reasonably necessary to effectuate such transfer.

4.2. Underground Improvements. Seller 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 Permanent Easement Area, except as specifically identified on **Exhibit D** attached.

5. **Closing Costs and Prorations.**

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

5.1.1. All escrow fees shall be equally divided between Seller and Buyer. Recording fees, if any, be paid by Buyer.

5.1.2. Seller will pay for a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price. In the event Buyer desires an Extended Owners Title Policy, or any specific endorsements to the Standard Owner's Title Insurance Policy, Seller will pay that portion of the premium allocable to a Standard Owner's Title Insurance Policy, and Buyer will pay that portion of the premium allocable to the additional coverage.

5.1.3. Seller will pay for any necessary Releases.

5.1.4. Buyer will pay other Closing Costs related to the Closing.

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

5.3. Partial Take. If Seller'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 Seller's entire parcel that is attributable to the Property. Seller 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. Seller will hold Buyer harmless from any damages resulting from Seller's failure to pay all such amounts due. If Seller fails to pay in full the property tax due for the Larger Parcel for the calendar year in which the Closing occurs, Seller hereby consents to County recording a notice of lien against the Larger Parcel, and County will record a release of lien upon payment in full of the tax due. The lien will be enforceable as if the lien were a mortgage.

5.4. Buyer's Total Costs. Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

6. Escrow and Title.

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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 Fee Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Fee Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

7. **Closing.**

7.1. 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 one hundred twenty (120) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within one year after execution by Buyer.

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

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

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

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

7.3.1. An executed Warranty Deed in the form of **Exhibit E**;

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

7.3.3. 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** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance; and

7.3.4. Such additional documents as Buyer or Escrow Agent may reasonably require to effectuate the Purchase.

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

7.5. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer.

8. **Seller's Covenants.**

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

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

8.3. 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.

8.4. Government Approvals. Seller shall obtain all government approvals required to close the sale of the Property, if any.

8.5. Use of Property by Seller. Seller shall, prior to the Closing, use the Property on a basis substantially comparable to Seller's historical use thereof. Seller 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 Seller will be able to cause to be released before the Closing.

8.6. No Encumbrances. Seller shall not encumber the Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Property before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon

a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

8.7. Reports. Seller shall make available to Buyer all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

9. **Environmental.**

9.1. 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. Seller represents and warrants that, to the best of Seller'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.

9.2. Environmental Inspection Rights.

9.2.1. 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.

9.2.2. 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.

10. **Broker's Commission.** No broker or finder has been used and Buyer owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

11. **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 laws caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

12. **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>	Seller Disclosure of Water Rights
<u>Exhibit D</u>	Seller Disclosure of Underground Improvements
<u>Exhibit E</u>	Form of Deed for Property

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

13.1. Notices.

13.1.1. *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.

13.1.2. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

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

13.10. 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.

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

13.12. 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.

13.13. 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.

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

13.15. 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.

Seller's Approval and Acceptance:

Arrow Building Contractors, Inc.

BY: Carmen Dolny

BY: Deeley McLaughlin

ITS: Vice President and Shareholder

ITS: Manager

Date: March 25, 2022

Date: March 25th 2022

Buyer's Approval and Acceptance:

Approved and accepted by the Pima County Flood Control District, a political taxing authority of the State of Arizona

Chair, Board of Directors
of the Pima County Flood Control District

Date: _____


Attest:

Melissa Manriquez, Clerk of the Board of Directors
of the Pima County Flood Control District


Date: _____

Approved as to content:

By  _____
Jeffrey Teplitsky, Director
Real Property Services

By  4/11/2022
Carmine DeBonis
Deputy County Administrator-Public Works

APPROVED AS TO FORM:

 April 4, 2022

Kathryn Ore, Deputy County Attorney

EXHIBIT A LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

That portion of the West half of the northeast quarter of section 27, township 14 south, range 13 east, Gila and Salt river Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point on the east line of the west half of the northeast quarter of section 27, a distant 990 feet southerly from the north line of said section;

thence west 102 feet to a point on the center line of Mission Road as it existed prior of establishment in map recorded in the office of the County Recorder of Pima County, Arizona, in book 7 of road maps at page 21;

thence south 9 degrees 13 minutes west along said center line a distance of 109.7 feet to a point;

thence south 37 degrees 56 minutes west along said center line a distance of 312.1 feet to a point;

thence south 46 degrees 32 minutes west along said center line a distance of 511.2 feet to a point;

thence east to a point on the easterly right of way line of said Mission Road, being the southwest corner of that certain 33 foot strip of land described in deed recorded in book 148 of deeds, at page 446;

thence easterly along the south line of said 33 foot strip, a distance of 350 feet to a point, being the northeast corner of that certain parcel of land described in deed to Frances E. Bridges, a widow, recorded in docket 819 at page 57;

thence south along the east line of said parcel last above described, a distance of 210 feet to the **TRUE POINT OF BEGINNING**;

thence easterly and along the southerly line of that certain parcel of land described in deed to Herbert H. Hooper and Frankie Hooper, husband and wife, recorded in docket 1575 at page 191 to a point on the east line of the southwest quarter of the northeast quarter of section 27;

thence south along the east line of the southwest quarter of the northeast quarter to a point distant 267.3 feet northerly from the southeast corner of the southwest quarter of the northeast quarter, said point being the northeast corner of that certain parcel of land described in deed recorded in book 173 of deeds at page 195;

thence westerly along the northerly line of the last above described parcel to the southeast corner of that certain parcel described in deed to Kenneth Woodruff recorded in Docket 1346 at page 221;

thence north along the east line of last described parcel 100 feet to a point;

thence west along the northerly line of said parcel, a distance of 400 feet, more or less, to the easterly right of way line of Mission Road as it existed prior to establishment of map recorded in book 7 of road maps at page 21;

thence northeasterly along the easterly right of way line of Mission Road to its point of intersection with south line of that certain parcel of land described in deed to Frances E. Bridges, a widow, recorded in docket 819 at page 57;

thence easterly along the south line of the last described parcel to the **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM any portion thereof lying within Mission Road as established and as shown on map recorded in book 7 of road maps at page 21.

ALSO EXCEPTING THEREFROM that portion in Final Order of Condemnation recorded June 24, 1992 in Docket 9319 at page 775.

EXHIBIT A (continued)

The land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

That portion of the West half of the northeast quarter of section 27, township 14 south, range 13 east, Gila and Salt river Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point on the east line of the west half of the northeast quarter of section 27, a distant 990 feet southerly from the north line of said section;

thence west 102 feet to a point on the center line of Mission Road as it existed prior of establishment in map recorded in the office of the County Recorder of Pima County, Arizona, in book 7 of road maps at page 21;

thence south 9 degrees 13 minutes west along said center line a distance of 109.7 feet to a point;

thence south 37 degrees 56 minutes west along said center line a distance of 312.1 feet to a point;

thence south 46 degrees 32 minutes west along said center line a distance of 511.2 feet to a point;

thence east to a point on the easterly right of way line of said Mission Road, being the southwest corner of that certain 33 foot strip of land described in deed recorded in book 148 of deeds, at page 446;

thence easterly along the south line of said 33 foot strip, a distance of 350 feet to a point, being the northeast corner of that certain parcel of land described in deed to Frances E. Bridges, a widow, recorded in docket 819 at

page 57;

thence south along the east line of said parcel last above described, a distance of 210 feet to the TRUE POINT OF BEGINNING;

thence easterly and along the southerly line of that certain parcel of land described in deed to Herbert H. Hooper and Frankie Hooper, husband and wife, recorded in docket 1575 at page 191 to a point on the east line of the southwest quarter of the northeast quarter of section 27;

thence south along the east line of the southwest quarter of the northeast quarter to a point distant 267.3 feet northerly from the southeast corner of the southwest quarter of the northeast quarter, said point being the northeast corner of that certain parcel of land described in deed recorded in book 173 of deeds at page 195;

thence westerly along the northerly line of the last above described parcel to the southeast corner of that certain parcel described in deed to Kenneth Woodruff recorded in Docket 1346 at page 221;

thence north along the east line of last described parcel 100 feet to a point;

thence west along the northerly line of said parcel, a distance of 400 feet, more or less, to the easterly right of way line of Mission Road as it existed prior to establishment of map recorded in book 7 of road maps at page 21;

thence northeasterly along the easterly right of way line of Mission Road to its point of intersection with south line of that certain parcel of land described in deed to Frances E. Bridges, a widow, recorded in docket 819 at page 57;

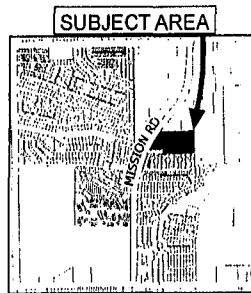
thence easterly along the south line of the last described parcel to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM any portion thereof lying within Mission Road as established and as shown on map recorded in book 7 of road maps at page 21.

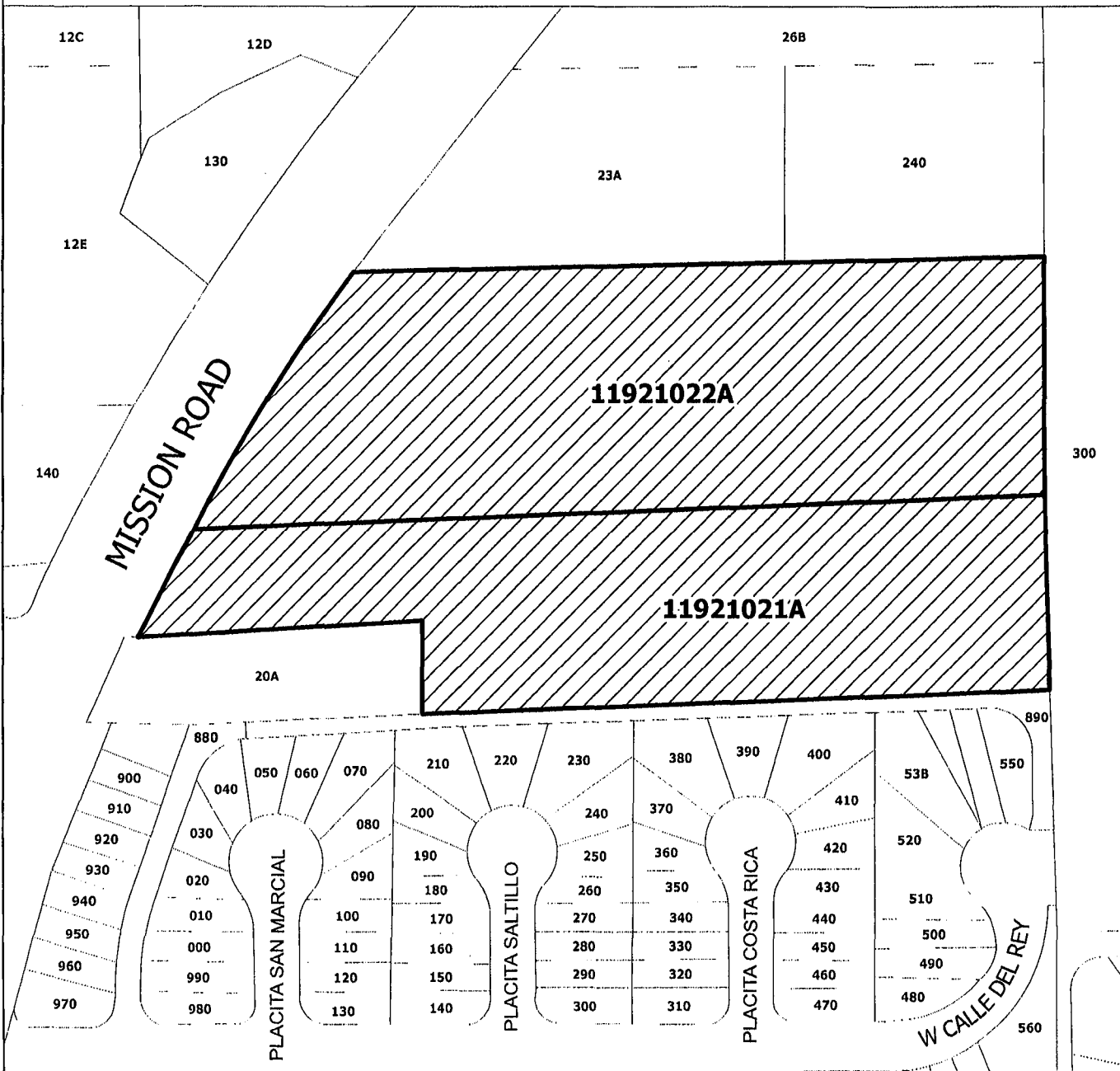
ALSO EXCEPTING THERERFROM that portion in Final Order of Condemnation recorded June 24, 1992 in Docket 9319 at page 775.

EXHIBIT A-1

SECTION 27
TOWNSHIP 14 SOUTH
RANGE 13 EAST



SECTION 27 G&SRM
PIMA COUNTY, ARIZONA



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

21055

LEGEND

 SUBJECT PARCELS

DRAWING NOT TO SCALE DRAWN BY: J. MATHER DATE: DEC 2021

EXHIBIT "B"

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.

EXHIBIT "C"

Wells & Water Rights Seller's Questionnaire

NO WELLS OR WATER RIGHTS

EXHIBIT "D"

Owner Disclosure of Underground Improvements

NO IMPROVEMENTS

EXHIBIT "E"

WARRANTY DEED

For valuable consideration, I (or we), _____
("Grantors"), do/does hereby convey to Pima County Flood Control District, a political taxing
subdivision of the State of Arizona, the following described property situated in Pima County,
Arizona:

SEE ATTACHED EXHIBIT " " FOR LEGAL DESCRIPTION

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.

Dated this _____ day of _____, 20____.

Grantor

STATE OF ARIZONA)

COUNTY OF PIMA)

) ss

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public

My Commission Expires:

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