



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 03/19/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

Jose M. Fernandez

***Project Title/Description:**

Acquisition Agreement

***Purpose:**

Pima County Regional Flood Control District (the "District") will acquire floodprone land and improvements. The subject property is located at 4335 N Avra Rd in T13S/R11E/S19, Pima County, AZ. The purpose of the acquisition will be to discontinue the use of the property as a single family residence and to remove the improvements. (ACQ-1212)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The District will acquire property under the Floodprone Land Acquisition Program

***Public Benefit:**

Floodprone land will be removed from future development and the existing residential structures will be removed from potential future flooding.

***Metrics Available to Measure Performance:**

The District will acquire 4.54 acres of improved land and improvements for a not to exceed amount of \$292,200. This amount includes the appraised value of \$290,000 and up to \$2,200 in closing costs.

***Retroactive:**

No

Attached; Location Map

To: LOB, 2-29-24(1)
vers: 1
pgs: 27

FEB29 24AM0852 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 24*0373
Commencement Date: 3/19/2024 Termination Date: 3/18/2025 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 292,200.00 * Revenue Amount: \$ _____

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

Department: Real Property Services

Telephone: 724-6713

Department Director Signature: _____

Date: 2/27/2024

Deputy County Administrator Signature: _____

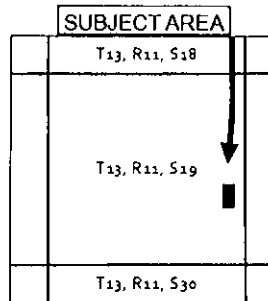
Date: 2/28/2024

County Administrator Signature: _____

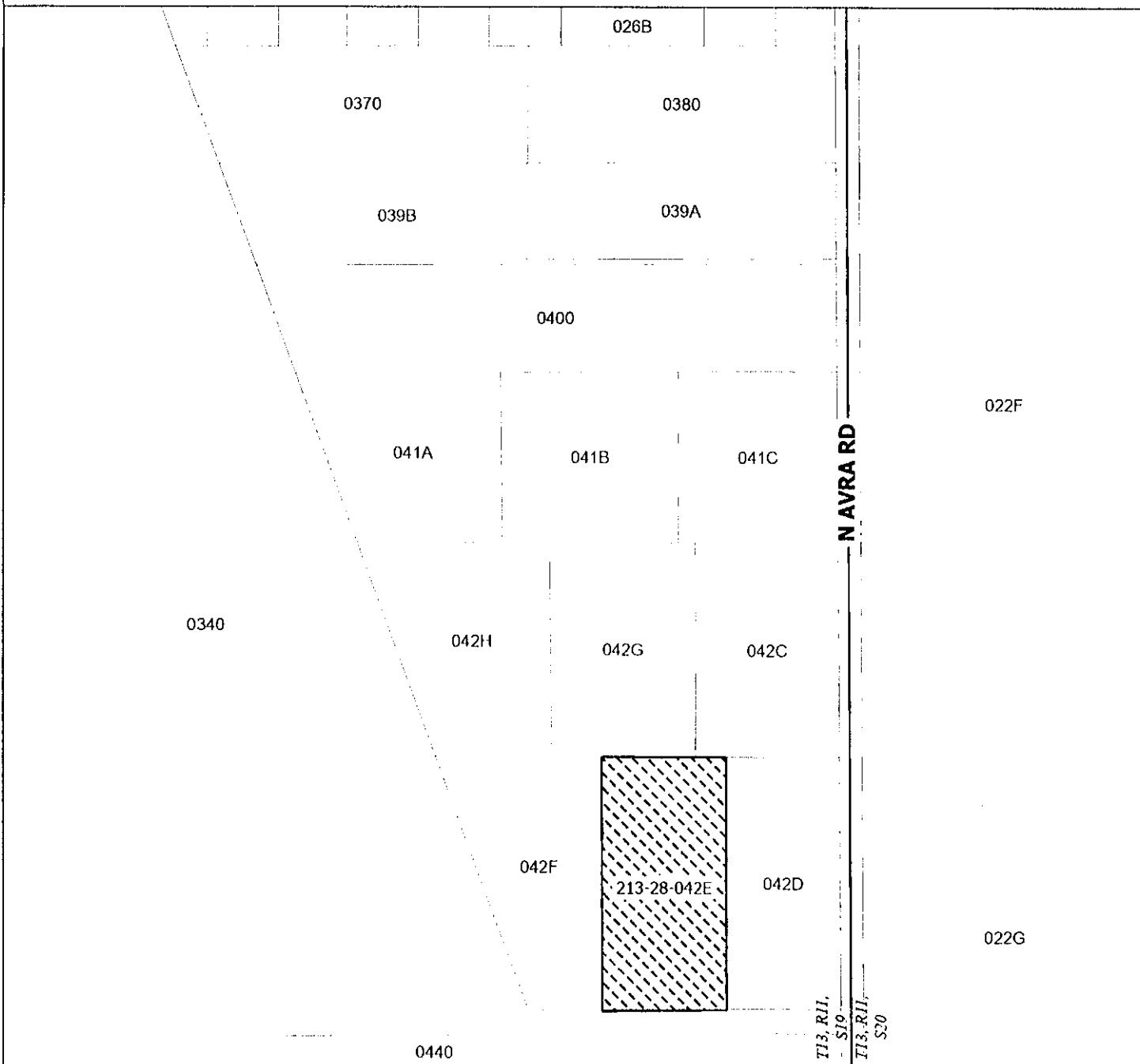
Date: 2/28/2024

LOCATION MAP

SECTION 19
TOWNSHIP 13 SOUTH
RANGE 11 EAST



SECTION 13 G&SRM
PIMA COUNTY, ARIZONA



24001

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

NOT TO SCALE

DRAWN BY: K DUDUS

DATE: FEB 2024

LEGEND



PARCEL



ACQUISITION AGREEMENT

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: Jose M. Fernandez, a married man as his sole and separate property

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

1.3. Purchase Price: the sum of Two Hundred Ninety Thousand and 00/100 Dollars (\$ 290,000 .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 Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00)

1.5. Title Company: Pioneer Title Company, 1889 N. Kolb Road, Tucson Arizona 85715; Vicki L. Relich, Escrow Officer; phone: (520) 901-4188; email: vicki.relich@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 Buyer's Procurement Director.

1.7. Fee 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 Fee Property, if any.

1.8. Exceptions to Title: **Exhibit B** lists all Reported Exceptions to Title. Items 8, 9 & 17 shall be removed from the title exceptions prior to closing with the remaining listed

exceptions being "**Approved Exceptions**".

1.9. Seller's Address: 4335 N Avra Rd, Tucson, AZ 85743-7562

1.10. Buyer's Address: Director, 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 Fee 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 Fee Property;

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

3.3. The right, if necessary, to adjust driveway grades on the Fee Property to match the grade of County improvements.

4. **Seller's Warranties**

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

4.2. Wells and Water Rights. Seller warrants that there are no wells on or water rights associated with the Fee Property, 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 Fee Property. Seller shall execute all documents reasonably necessary to effectuate such transfer.

4.3. 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 Fee Property, 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, shall be paid by Buyer.

5.1.2. Seller will pay for a Standard Owner's Title Insurance Policy for the Fee 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 and/or the cost to establish free and clear marketable title to the Fee Property.

5.1.4. Buyer may, at its sole discretion, pay other reasonable fees or 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 Fee Property, then the proration of taxes will be for the portion of taxes assessed against Seller's entire parcel that is attributable to the Fee 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 that 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 Approved Exceptions and the standard printed exceptions in the policy; provided, however, notwithstanding the approval of the exceptions by Buyer, prior to closing 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.

6.5. Seller's Title Obligation. Seller is hereby obligated to provide Buyer free and clear marketable title subject only to the Buyer's Approved Exceptions. Seller shall cause all exceptions to title not approved by Buyer to be removed prior to Closing.

7. **Closing.**

7.1. Closing Date. The Closing of the sale of the Fee 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 shall deliver to Buyer through Escrow the following:

7.3.1. An executed Warranty Deed in the form of **Exhibit E**, conveying fee simple title to the Fee Property;

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; and

7.3.3. 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 Fee Property.

8.2. No Salvage. Seller shall not salvage or remove any fixtures, improvements, or vegetation from the Fee Property, but this does not prohibit Seller from removing personal property prior to the Closing. In addition, prior to Closing, the Fee 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 Fee Property prior to Closing. After Closing, the risk of loss or damage to the Fee Property rests with Buyer.

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

8.5. Use of Fee Property by Seller. Seller shall, prior to the Closing, use the Fee Property on a basis substantially comparable to Seller's historical use thereof. Seller shall maintain the Fee 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 Fee 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 Fee 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 Fee 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 Fee 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 Fee Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Fee Property; that the Fee 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 Fee 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 Fee Property as the Buyer deems necessary to determine the environmental condition of the Fee 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 provisions 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 Fee Property
<u>Exhibit A-1</u>	Depiction Showing Fee Property
<u>Exhibit B</u>	Reported Exceptions to Title
<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 Fee 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 Effect. 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:



Jose M. Fernandez

Date: 02/02/2024

BUYER'S APPROVAL AND ACCEPTANCE:

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

Adelita Grijalva Chair, Board of Directors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

RECOMMENDATIONS FOR APPROVAL:



Ada Griffin, Acquisition Agent



Jeffrey Teplitsky, Director, Real Property Services

2/23/2024

Date



Carmine DeBonis, Jr., Deputy County Administrator

2/28/2024

Date

APPROVED AS TO FORM



Rachelle Barr, Deputy County Attorney

02/02/2024

Date

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:

Parcel I:

All that portion of Section 19, Township 13 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 19;

Thence South 00 degrees 17 minutes 34 seconds East along the East line of said Section 19, a distance of 2640.10 feet (2640.14 feet record) to the Southeast corner of the Northeast Quarter of said Section 19;

Thence South 00 degrees 15 minutes 19 seconds East (South 00 degrees 15 minutes 13 seconds East record), along the East line of the Southeast Quarter of said Section 19, a distance of 1061.97 feet to a point said point being on the East line of said Southeast Quarter of said Section 19;

Thence South 89 degrees 39 minutes 28 seconds West, a distance of 305.43 feet to the True Point of Beginning.

Thence continuing South 89 degrees 39 minutes 28 seconds West, a distance of 305.25 feet to a point;

Thence North 00 degrees 14 minutes 54 seconds West, a distance of 648.06 feet to a point;

Thence North 89 degrees 43 minutes 44 seconds East, a distance of 305.25 feet to a point;

Thence South 00 degrees 14 minutes 54 seconds East, a distance of 647.68 feet to the True Point of Beginning;

EXCEPT all coal and other minerals as reserved by the United States of America.

Jv Arb- 57

Parcel II:

A non-exclusive easement for ingress, egress and utilities over the East 25 feet of the South 1209.00 feet of the North 2529.07 feet of the Northeast Quarter of Section 19, Township 13 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel III:

A 30.00 foot wide easement for ingress, egress and utilities, the centerline of said easement described as follows:

EXHIBIT A
LEGAL DESCRIPTION
(Continued)

All that portion of Section 19, Township 13 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Section 19;

Thence South 00 degrees 17 minutes 34 seconds East along the East line of said Section 19, a distance of 2640.10 feet (2640.14 feet record) to the Southeast corner of the Northeast Quarter of said Section 19;

Thence South 00 degrees 15 minutes 19 seconds East (South 00 degrees 15 minutes 13 seconds East record), along the East line of the Southeast Quarter of said Section 19, a distance of 414.67 feet to a point on the East line of said Southeast Quarter of said Section 19, and the Point of Beginning of said easement centerline;

Thence South 89 degrees 43 minutes 44 seconds West, a distance of 872.31 feet to the Terminus of said easement centerline;

EXCEPT any portion thereof lying within Parcel I herein.

Parcel IV:

A 30.00 foot by 30.00 foot Well Site Easement described as follows:

All that portion of Section 19, Township 13 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows;

Commencing at the Northeast corner of said Section 19;

Thence South 00 degrees 17 minutes 34 seconds East along the East line of said Section 19, a distance of 2640.10 feet (2640.14 feet record) to the Southeast corner of the Northeast Quarter of said Section 19;

Thence South 00 degrees 15 minutes 19 seconds East (South 00 degrees 15 minutes 13 seconds East record), along the East line of the Southeast Quarter of said Section 19, a distance of 414.67 feet to a point on the East line of said Southeast Quarter of said Section 19;

Thence South 89 degrees 43 minutes 44 seconds West, a distance of 872.31 feet to the True Point of Beginning for said Well Site Easement;

Thence South 00 degrees 16 minutes 16 seconds East, a distance of 15.00 feet to a point;

Thence South 89 degrees 43 minutes 44 seconds West, a distance of 30.00 feet to a point;

Thence North 00 degrees 16 minutes 16 seconds West, a distance of 30.00 feet to a point;

File Number: 503-264804 VR

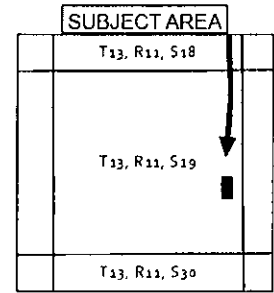
EXHIBIT A
LEGAL DESCRIPTION
(Continued)

Thence North 89 degrees 43 minutes 44 seconds East, a distance of 30.00 feet to a point;

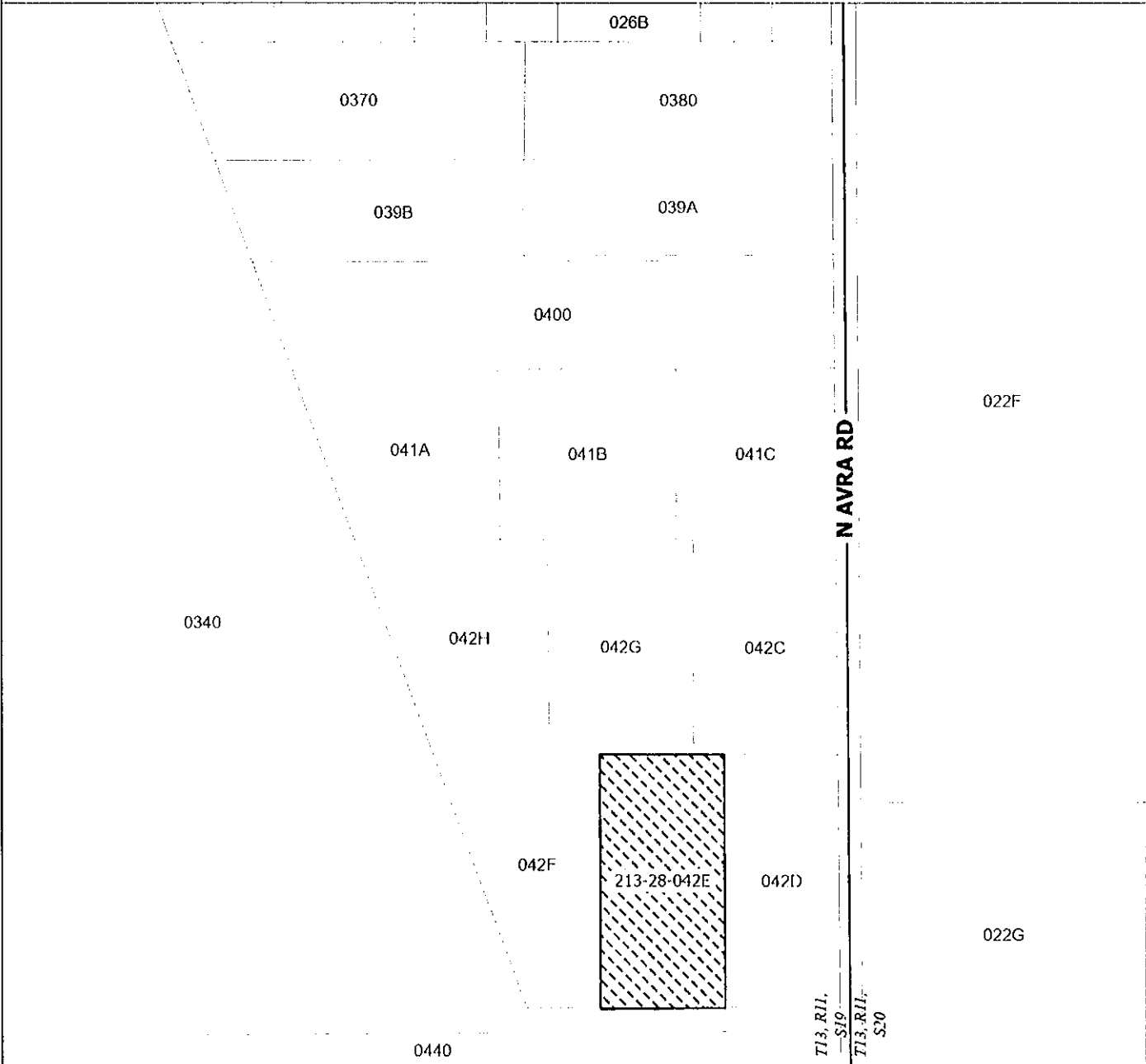
Thence South 00 degrees 16 minutes 16 seconds East, a distance of 15.00 feet to the True Point of Beginning of said Well Site Easement.

EXHIBIT A-1

SECTION 19
TOWNSHIP 13 SOUTH
RANGE 11 EAST



SECTION 13 G&SRM
PIMA COUNTY, ARIZONA



24001

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

NOT TO SCALE

DRAWN BY: K DUDUS

DATE: JAN 2024

LEGEND



PARCEL

Exhibit B



First American Title™

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

File Number: 503-264804 VR

SCHEDULE B, PART II

Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records at Date of Policy.

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

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SCHEDULE B, PART II

Exceptions (Continued)

8. Taxes and Assessments collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2023

9. ANY UNPAID personal property taxes which may become a lien on real property by reason of mobile home located thereon.

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

12. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

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

14. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion within Avra Water Co-Op District

15. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion within Avra Valley Fire District.

16. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in [Docket 7677 at page 1387](#) omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

17. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Resolution No. 1999-180 recorded in [Docket 11117 at page 710](#)

18. Easement(s) for electrical transmission facilities and rights incident thereto as set forth in [Docket 12099 at page 6384](#)

19. Easement(s) for ingress and egress and rights incident thereto as set forth in [Docket 12187 at page 6582](#)

20. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument

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SCHEDULE B, PART II

Exceptions (Continued)

recorded in [Docket 12187 at page 6588](#) and by mesne instruments of record, the last of which recorded in Sequence No. [2016-0350276](#), omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

21. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in [Docket 12605 at page 765](#) and by mesne instruments of record, the last of which recorded in Sequence No. [2015-2510129](#) omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

22. Pima County Regional Flood Control District Covenants Running with the Land recorded in [Docket 13343 at page 1575](#) and Acknowledgement of Condition of Access and Declaration of Conditions, Covenants and Restrictions Running with the Land recorded in [Docket 13343 at page 1579](#)

23. AFFIDAVIT of Disclosure recorded October 2, 2020 in Sequence No. [20202760287](#)

END OF SCHEDULE B – PART II

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Exhibit C

Wells & Water Rights Seller's Questionnaire

Seller Name: Jose Fernandez

Tax Parcel Number(s): 213-28-042E

Date: January 4, 2024

As part of the proposed acquisition of the above-referenced parcel(s), Pima County may also be acquiring some or all of Seller's wells, groundwater and/or surface water rights. The purpose of this questionnaire is for Seller to disclose all information of which Seller is or may be aware, pertaining to Seller's interest in wells and water rights, as well as the current status of those wells and water rights. Each of the questions set forth below should be carefully answered, to the best of Seller's knowledge and information, **by supplying the information requested in the grid which follows each section**. If more space is needed to answer, clarify, or explain one or more questions, please use additional sheets.

A. QUESTIONS PERTAINING TO WELLS.

(1.) List *all* wells situated on the subject property and list the tax parcel number of the property on which each well is situated.

N/A

2.) For each well listed in question #1 above, list the corresponding Well Registration Number assigned by the Arizona Department of Water Resources ("ADWR").

(3.) For each well listed in question #1 above, list that well's current operational status, for example, "fully operational", "no longer in use", "capped" or "legally abandoned". Please note that "legally abandoned" means that all procedures required under ADWR regulations have been followed to have the well declared legally abandoned.

(4.) For each well listed in question #1 above, list the main purpose for which each such well is currently utilized (For example, "domestic", "irrigation", "industrial" "mining", etc.). Please note that the term "irrigation" means the application of water to 2 or more acres for plants or crops which will be used for sale or for human or animal consumption.

(5.) For each well listed in question #1 above, state whether a Statement of Claimant (“SOC”) has been filed in the Gila River Adjudication (Yes or No).

	Location by Tax Parcel Number	ADWR Registration Number	Current Operational Status	Principal Use of Well	SOC Filed (Y/N)	SOC # If Applicable
Well #1						
Well #2						
Well #3						
Well #4						
Well #5						
Well #6						
Well #7						

B. QUESTIONS PERTAINING TO CERTIFICATED GROUNDWATER RIGHTS.

(5.a) Does the property have a grandfathered irrigation groundwater right (“GIR”)? (Yes/No). If no, skip to Question #6.

(5.b) If yes,

1. Identify each GIR appurtenant to the subject property by listing its corresponding Certificate of Grandfathered Groundwater Irrigation Right number assigned by ADWR,

2. List the tax parcel number(s) of the property (ies) which may be irrigated under each such GIR,

3. List the maximum number of acres permitted to be irrigated under each such GIR,

4. List the well or wells with which each such GIR is associated. Use the ADWR Well Registration numbers above to identify the associated well(s),

5. Is the GIR is currently in use (Y or N)?

6. Are any of your GIR's leased to a third party? (Y/N). If yes, give the name and address of the lessee and identify the GIR by ADWR Certification #, and please provide a copy of each such lease.

	ADWR Certificate Number	Tax Parcel Number(s)	Irrigated Acreage	Associated Well by Registration #	Is Right Currently in Use? (Y or N)
GIR #1					
GIR #2					
GIR #3					
GIR #4					
GIR #5					

GIR #6					
GIR #7					

(6.a) Does the property have a grandfathered Type I non-irrigation groundwater right (“Type I Right”) (Yes/No)? If no skip to Question #7.

(6.b) If yes,

1. List all Type I Rights appurtenant to the subject property by listing its corresponding Certificate of Grandfathered Type I Groundwater Non-Irrigation Right number assigned to each such right by ADWR.
2. Indicate the use or uses to which each Type I Right is currently being put.
3. Identify the well with which each Type I Right is associated by its ADWR well registration number.
4. Identify the parcel number of the parcel to which each Type I Right is appurtenant.

	ADWR Certificate Number	Current Use of TIR	Associated Well by Well Registration #	Appurtenant Parcel #
TIR #1				
TIR #2				
TIR #3				
TIR #4				

TIR #5				
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(6.c) Are any of your Type I rights leased to a third party? (Y/N) If yes, give the name and address of the lessee and identify the leased Right by ADWR Certification #, and please provide a copy of each such lease.

(7.a) Does the property have a Type II non-irrigation groundwater right ("Type II Right")? (Yes/No). If no skip to Question #8.

(7.b) If yes,

- 1. List each Type II Right by listing its corresponding Certificate of Grandfathered Type II Groundwater Non-Irrigation Right number assigned by ADWR.**
- 2. List the use to which each Type II Right is currently being put.**
- 3. List the ADWR Well Registration Number of the well to which each Type II Right is currently associated.**
- 4. Are any of your Type II Rights leased to a third party? (Y/N) If yes, give the name and address of the lessee and identify the leased Type II Right by ADWR Certification #.**

	ADWR Certificate Number	Current Use to Which Type II is Being Put	Associated Well by Well Registration #
Type II #1			

Type II #2			
Type II #3			
Type II #4			

C. QUESTIONS PERTAINING TO SURFACE WATER RIGHTS.

(8.a.) Does the property have a surface water right (Yes/No)? If no, skip to Question #9.

(8.b) If yes,

1. List each surface water right (“SWR”) associated with the subject property by listing its corresponding Certificate of Surface Water Right number assigned by ADWR.

2. List the purpose, if any, for which each SWR is currently being utilized. (For example, domestic, stock watering, irrigation, mining, in stream flow, other).

3. For each SWR, state whether a Statement of Claimant has been filed in the Gila River Adjudication (Yes or No).

4. Are any of your SWRs leased to a third party? (Y/N) If yes, give the name and address of the lessee and identify the leased SWR by ADWR Certification #, and please provide a copy of each such lease.

	ADWR Certificate Number	Current Use to Which SWR is Being Put	Statement of Claimant Filed? (Yes or No)	SOC # If Applicable

4. Are any of your SWRs leased to a third party? (Y/N) If yes, give the name and address of the lessee and identify the leased SWR by ADWR Certification #, and please provide a copy of each such lease.

	ADWR Certificate Number	Current Use to Which SWR is Being Put	Statement of Claimant Filed? (Yes or No)	SOC # If Applicable
SWR #1				
SWR #2				

D. QUESTIONS PERTAINING TO WELL SHARE AGREEMENTS.

9. Are any of the parcels subject to a well share agreement? If so, please list the parcel on which the well sits and whether or not it is owned by you.

Yes, Parcel: 21328042H

10. Please provide the County a copy of the Well Share Agreement.

Seq # 20152510129

Exhibit "D"

Owner Disclosure of Underground Improvements in Right of Way

Owner's Name: Jose Fernandez

Parcel Number(s): 213-28-042E

Date: January 4, 2024

The purpose of this questionnaire is for Owner to disclose all information of which Owner is aware, pertaining to the location of septic tanks, septic or leach fields, alternative waste disposal systems, or other improvements in the right of way being acquired which may be impacted by the County's proposed construction project. If more space is needed to answer one or more questions, please attach additional sheets or maps as needed.

1. Is there a septic tank, septic or leach field, or alternative waste disposal system located in the right of way to be acquired?

Yes No If NO, skip to question #2

Describe septic facility: _____

Location: _____

Is the septic tank/field still in use? Yes No

If Yes, Owner and County agree to the following arrangement concerning the facility:

2. Are you aware of any irrigation or other improvements in the right of way which may impact construction? Yes No If YES, please explain.

EXHIBIT "E"

WARRANTY DEED

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

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

Dated this _____ day of _____, 20____.

Jose M. Fernandez

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 [X]
Agent: AG	File #: 1212	Activity #:	P [] De [] Do [] E []