



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

Award Contract Grant

Requested Board Meeting Date: 4/19/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

I-10 Avra Valley Mining & Development, LLC, an Arizona limited liability company

***Project Title/Description:**

Exchange Agreement – ACQ-0328

***Purpose:**

In 2008, Pima County and the Pima County Flood Control District entered into a development agreement with 1-10 Avra Valley Mining and Development L.L.C., concerning property located at the Avra Valley Road and Interstate 10, in connection with Avra Valley Gateway Specific Plan C023-07-01. Pursuant to the development agreement, Developer granted County a 10-year option, now expired, to purchase property to expand a wildlife corridor. Developer and County are now proposing a property exchange whereby County will acquire the option property and Developer will receive County-owned surplus property.

Pima County will convey property located at 14350 N. Oracle Road, Assessor’s Tax Parcel Number 222-45-009C, in T11S/R14E/S21, G&SRM, Pima County, Arizona and undeveloped Avra Valley Road right of way, lying within T12S/R12E/S8 & 9, G&SRM, Pima County, Arizona, (abandonment of the right of way is being considered by the Board of Supervisors under a separate agenda item). Developer will convey property and right of way located at 7755, 7851 & 7835 W. Avra Valley Road, also known as Assessor’s Tax Parcel Numbers 226-01-006A and 226-01-032A, in T12S/R12E/S8 & 9, G&SRM, Pima County, Arizona.

The properties to be exchanged are near equal in value.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County will convey unneeded surplus property in exchange for open space to expand a wildlife corridor and additional Avra Valley Road right-of-way for future improvements.

***Public Benefit:**

An expanded wildlife corridor and road right-of-way benefitting the public.

***Metrics Available to Measure Performance:**

Pima County will acquire 4.0358 ac. of property for a not to exceed amount of \$7,700.00 in closing costs.

***Retroactive:**

No

TO: COB 4-1-22 (1)
Vers: 1
pgs: 41

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*0313
Commencement Date: 4/19/2022 Termination Date: 4/18/2023 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 7,700.00 * Revenue Amount: \$

*Funding Source(s) required: Finance-Special 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: Dana Hausman
Department: Real Property Services

Telephone: 724-6713

Department Director Signature:

[Handwritten signatures]

Date: 3/30/2022

Deputy County Administrator Signature:

Date: 3/30/2022

County Administrator Signature:

Date: 3/31/2022



PIMA COUNTY
REAL PROPERTY

ADV Contract Number: CT-RPS-22*0313

EXCHANGE AGREEMENT – ACQ-0328

This Exchange Agreement (the "**Agreement**") is between, I-10 Avra Valley Mining & Development, L.L.C., an Arizona limited liability company, and PIMA COUNTY, a political subdivision of the State of Arizona.

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

1.1. Owner: I-10 Avra Valley Mining & Development, L.L.C., an Arizona limited liability company

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

1.3. County's Maximum Costs: the sum of (i) County's share of Closing Costs, and (ii) County's share of Prorations, which combined shall not exceed Seven Thousand Seven Hundred Dollars (\$7,700.00)

1.4. Title Company: Stewart Title & Trust of Tucson, 3939 E. Broadway Blvd., Tucson, AZ 85711

1.5. Escrow Agent: Paula Woodard, phone: 520-327-7373; email: paula.woodard@stewart.com

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

1.7. County Property: the property legally described on **Exhibit A** and depicted on **Exhibit A-1**, together with the below described Abandoned RoW.

1.8. Owner Property: the property legally described on Exhibits B, C & D and depicted on Exhibits B-1, C-1 & D-1

1.9. Abandoned RoW: the property legally described on Exhibit I and depicted on Exhibit I-1. Abandonment of right of way to be approved by Resolution under a separate Board of Supervisors agenda.

1.10. Owner's Address: Thomas M. Parsons, Williams
Center Broadway, 5210 E. Williams Circle, Suite 720, Tucson, AZ 85711

1.11. County Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov; and for notice purposes, copy: Kathryn Ore, Deputy County Attorney, Pima County Attorney's Office, Civil Division, 32 N Stone Ave, Suite 2100, Tucson, AZ 85701-1412.

2. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between Owner and County, and will become effective on the Effective Date.

3. **Exchange of Properties.** County and Owner will exchange the County Property and the Owner Property pursuant to A.R.S. § 11-251(44) (the "**Exchange**"). The County shall publish notice thirty days before the Exchange, listing the ownership and description of the Owner Property and the County Property.

4. **Additional Consideration.** For the purposes of this Agreement, the County Property and the Owner Property, including any Easements are considered to be of equal value with neither party owing the other additional consideration.

5. **Donation.** Owner acknowledges that if the value of the Owner Property exceeds the value of the County Property, the decision to donate the Owner Property was made without any undue influence or coercive action of any nature, and Owner hereby waives the right to an appraisal and to just compensation. If Owner obtains an appraisal which determines that the fair market value ("FMV") of the Owner Property is greater than the fair market value of the County Property, then Owner may claim a charitable contribution deduction for federal income tax purposes equal to the difference between the FMV of the Owner Property less the fair market value of the County Property. County agrees to promptly execute IRS Form 8283, and any other form required of a donee by the Internal Revenue Code of 1986, as amended, or any regulation thereunder. 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.

6. **Vacant Land.** The parties acknowledge that the Owner Property and the County Property are vacant land and that no personal property is being transferred.

7. **Inspection Rights.**

7.1. Due Diligence Access. Upon execution of this Agreement and until Closing, Owner hereby grants permission to County, County's representatives, and County's authorized agents to enter the Owner Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Upon execution of this Agreement until Closing, County hereby grants permission to Owner, Owner's representatives, and Owner's authorized agents to enter the County Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing.

7.2. Environmental Inspection. Each party shall permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party shall conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

8. **Escrow and Title.**

8.1. Proration and Closing Costs. Owner shall pay all taxes on the Owner Property to the date of Closing. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, and delivery fees and releases shall be paid 50% by the County and 50% by Owner.

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

8.3. Title Commitment.

8.3.1. *Commitment.* Escrow Agent will distribute to County a Commitment for Standard Owner's Title Insurance on the Owner Property and the Easements

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

8.3.2. *Permitted Exceptions*

8.3.2.1. The Closing shall be contingent upon Owner being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit E** hereto (the "*Permitted Exceptions to County Property*"), and the title policy shall be in the amount of \$572,592.00.

8.3.2.2. The Closing shall be contingent upon County being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit F** hereto (the "*Permitted Exceptions to Owner Property*") and the title policy shall be in the amount of \$576,378.00.

8.3.2.3. Each conveyance of the County Property and the Owner Property shall be subject to (a) the liens of real estate taxes that are not yet due and payable; (b) all matters of record including the applicable Permitted Exceptions which were accepted by the County and Owner; and (c) all matters a survey or inspection of the Property would reveal.

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

Disapproval Period and the Notice Period, if applicable; provided however, that Closing must occur as provided in Section 11.1.

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

10. **Closing Documents.** At Closing, the following documents will be executed:

10.1. County shall execute and deliver to Escrow Agent a Special Warranty Deed conveying title to that portion of the County Property described and depicted by Exhibit A & A-1 to Owner as provided in form attached hereto as **Exhibit G**.

10.2. Owner shall execute and deliver to Escrow Agent a Special Warranty Deed conveying title to the Owner Property to County as provided in form attached hereto as **Exhibit H**.

10.3. County shall execute and deliver to Escrow Agent a Quit Claim Deed conveying title to the Abandoned RoW to Owner as provided in form attached hereto as **Exhibit J**.

11. **Closing.**

11.1. **Closing Date.** The Closing (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.

11.2. Possession. Possession of the County Property will be delivered to Owner, and possession of the Owner Property will be delivered to County, at Closing.

12. **Representations.**

12.1. Environmental. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in

compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

12.2. AS IS. Subject only to the representations of the parties in this Section 12, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

12.3. Wells and Water Rights.

12.3.1. Owner warrants that there are no wells on or water rights associated with the Owner's Property. Owner agrees to assign and transfer to County effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the Property. Owner shall execute all documents reasonably necessary to effectuate such transfer.

12.3.2. County warrants that there are no wells on or water rights associated with the County's Property. County agrees to assign and transfer to Owner effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the County Property. County shall execute all documents reasonably necessary to effectuate such transfer.

12.4. Underground Improvements.

12.4.1. Owner 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 Owner Property.

12.4.2. County 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 County Property.

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

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

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

16. **Notices.**

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

16.2. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of America that any party from time to time may specify by written notice to the other parties at least 15 days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other parties.

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

16.4. Notice to Entity. Any notice to an entity shall be deemed to be given on the date specified in this section without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is

directed. If a notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

16.5. Address. County and Owner agree that any notice sent to the address set forth in Sections 1.10 and 1.11 herein shall serve as notice by County or Owner, as the case may be, to the other.

17. **Conflict of Interest**. This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County 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.

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

19. **Remedies**. If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

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

<u>Exhibit A</u>	Legal Description of County Property
<u>Exhibit A-1</u>	Depiction of County Property
<u>Exhibit B</u>	Legal Description of Owner Property
<u>Exhibit B-1</u>	Depiction of Owner Property
<u>Exhibit C</u>	Legal Description of Owner Property
<u>Exhibit C-1</u>	Depiction of Owner Property
<u>Exhibit D</u>	Legal Description of Owner Property
<u>Exhibit D-1</u>	Depiction of Owner Property
<u>Exhibit E</u>	Legal Description of Abandoned RoW
<u>Exhibit E-1</u>	Depiction of Abandoned RoW
<u>Exhibit F</u>	Permitted Exceptions to County Property
<u>Exhibit G</u>	Permitted Exceptions to Owner Property

Exhibit H

Form of Special Warranty Deed (County Property)

Exhibit I

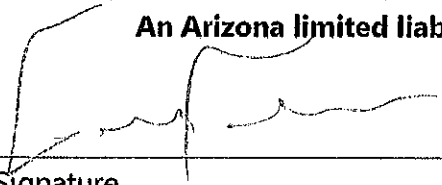
Form of Special Warranty Deed (Owner Property)

Exhibit J

Form of Quit Claim Deed (Abandoned RoW)

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

**OWNER: I-10 AVRA MINING & DEVELOPMENT, L.L.C.,
An Arizona limited liability company**



Signature

3/7/2022

Date

Thomas M. Parsons

Print Owner

Managing Member

Its

Remainder of Page Intentionally Left Blank
County Signatures Follow

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

Sharon Bronson, Chair, Board of Directors

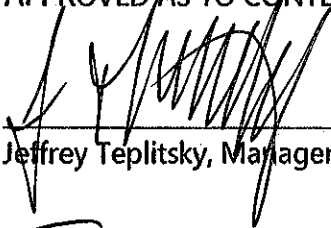
Date

ATTEST:

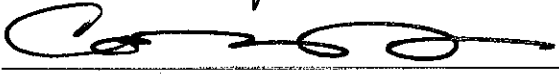
Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



Jeffrey Teplitsky, Manager, Real Property Services

 3/30/2022

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 March 22, 2022

Kathryn Ore, Deputy County Attorney

EXHIBIT "A"

PARCEL NO. 1:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF SECTION 21, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 611.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUCSON-FLORENCE HIGHWAY, U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 452.48 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE ROMAN CATHOLIC CHURCH BY DEED RECORDED IN DOCKET 4846 AT PAGE 369 IN THE OFFICE OF THE PIMA COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY PROPERTY LINE OF SAID ROMAN CATHOLIC CHURCH PARCEL, A DISTANCE OF 324.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 646.48 FEET;

THENCE NORTH 72 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 374.53 FEET;

THENCE NORTH 22 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 89.47 FEET;

THENCE NORTH 88 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.30 FEET;

THENCE SOUTH 74 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 57.17 FEET;

THENCE NORTH 09 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.09 FEET;

THENCE NORTH 69 DEGREES 00 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.82 FEET;

THENCE NORTH 11 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.10 FEET;

THENCE NORTH 23 DEGREES 05 MINUTES 12 SECONDS EAST, A DISTANCE OF 31.05 FEET;

THENCE SOUTH 72 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 46.26 FEET;

THENCE NORTH 82 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 48.28 FEET;

THENCE NORTH 62 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 72.69 FEET;

THENCE NORTH 58 DEGREES 27 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.42 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 112.49 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.27 FEET;

THENCE NORTH 37 DEGREES 59 MINUTES 54 SECONDS EAST, A DISTANCE OF 164.26 FEET;

THENCE NORTH 14 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 166.85 FEET;

THENCE NORTH 77 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 43.22 FEET;

THENCE SOUTH 24 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 113.75 FEET;

THENCE NORTH 73 DEGREES 19 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.38 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 16 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 137.90 FEET;

THENCE SOUTH 73 DEGREES 45 MINUTES 58 SECONDS EAST (SOUTH 73 DEGREES 45 MINUTES 54 SECONDS EAST RECORDED), A DISTANCE OF 429.32 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF SECTION 21, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 611.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE TUCSON-FLORENCE HIGHWAY, U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 452.48 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE ROMAN CATHOLIC CHURCH BY DEED RECORDED IN DOCKET 4846 AT PAGE 369, IN THE OFFICE OF THE PIMA COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY PROPERTY LINE OF SAID ROMAN CATHOLIC CHURCH PARCEL, A DISTANCE OF 324.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 615.85 FEET TO A POINT IN THE SOUTHWEST CORNER OF SAID ROMAN CATHOLIC CHURCH PARCEL AS DESCRIBED IN SAID DEED RECORDED IN DOCKET 4846 AT PAGE 369;

THENCE NORTH 73 DEGREES 45 MINUTES 49 SECONDS WEST, A DISTANCE OF 421.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE TUCSON-FLORENCE HIGHWAY;

THENCE NORTH 16 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 614.78 FEET TO A POINT IN THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DEED RECORDED IN DOCKET 10914 AT PAGE 2076, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE SOUTH 73 DEGREES 45 MINUTES 58 SECONDS EAST (SOUTH 73 DEGREES 45 MINUTES 54 SECONDS EAST, RECORDED), A DISTANCE OF 429.32 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PROPERTY GRANTED AND CONVEYED BY WARRANTY DEED RECORDED APRIL 30, 2001 IN DOCKET 11538 AT PAGE 3115, RECORDS OF PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF SECTION 21, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 611.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUCSON-FLORENCE HIGHWAY, U.S. HIGHWAY NO. 89;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 452.48 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE ROMAN CATHOLIC CHURCH BY DEED RECORDED IN DOCKET 4846 AT PAGE 369 IN THE OFFICE OF THE PIMA COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY PROPERTY LINE OF SAID ROMAN CATHOLIC CHURCH PARCEL, A DISTANCE OF 324.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 646.48 FEET;

THENCE NORTH 72 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 374.53 FEET;

THENCE NORTH 22 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 89.47 FEET;

THENCE NORTH 88 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.30 FEET;

THENCE SOUTH 74 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 57.17 FEET;

THENCE NORTH 09 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.09 FEET;

THENCE NORTH 69 DEGREES 00 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.82 FEET;

THENCE NORTH 11 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.10 FEET;

THENCE NORTH 23 DEGREES 05 MINUTES 12 SECONDS EAST, A DISTANCE OF 31.05 FEET;

THENCE SOUTH 72 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 46.26 FEET;

THENCE NORTH 82 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 48.28 FEET;

THENCE NORTH 62 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 72.69 FEET;

THENCE NORTH 58 DEGREES 27 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.42 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 112.49 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.27 FEET;

THENCE NORTH 37 DEGREES 59 MINUTES 54 SECONDS EAST, A DISTANCE OF 164.26 FEET;

THENCE NORTH 14 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 166.85 FEET;

THENCE NORTH 77 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 43.22 FEET;

THENCE SOUTH 24 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 113.75 FEET;

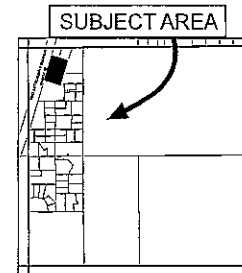
THENCE NORTH 73 DEGREES 19 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.38 FEET,
MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO.
89;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 16 DEGREES 14 MINUTES 00
SECONDS EAST, A DISTANCE OF 137.90 FEET;

THENCE SOUTH 73 DEGREES 45 MINUTES 58 SECONDS EAST (SOUTH 73 DEGREES 45 MINUTES
54 SECONDS EAST RECORDED), A DISTANCE OF 429.32 FEET, MORE OR LESS, TO THE TRUE
POINT OF BEGINNING.

EXHIBIT A-1

SECTION 21
TOWNSHIP 11 SOUTH
RANGE 14 EAST




SECTION 21 G&SRM
PINAL COUNTY, ARIZONA



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

22002

LEGEND

 22245009C

DRAWING NOT TO SCALE

DRAWN BY: O CONSTANTINO

DATE: JAN 2022

OPW ENGINEERING, L.L.C.
Engineering, Surveying & Planning

EXHIBIT B

7000 E. Tanque Verde Road, #37
Tucson, Arizona 85715
Phone: (520) 296-8544
FAX: (520) 296-2356



Legal Description

Parcel A-3

All of that portion of the South Half of the Southwest Quarter of Section 9, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona, lying Southwesterly of the relocated Casa Grande -Tucson Interstate Highway, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 9, being a found 3" ACP marked "MMLA" from which the South Quarter corner of said Section 9, being a found 1-1/2" pipe, bears North 89° 51' 36" East (Basis of Bearing) at 2641.21 feet;

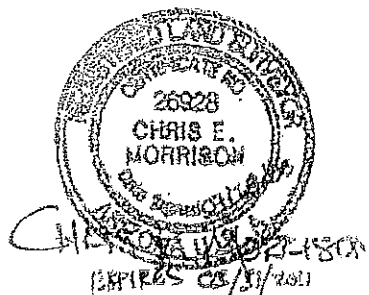
Thence North 89° 51' 36" East along the South line of the Southwest Quarter of said Section 9, a distance of 557.85 feet to a point on the Northeast line of that 100 foot levee described in Docket 10812 at page 502, records of Pima County, Arizona;

Thence North 34° 08' 24" West, along said Northeast line, 162.34 Feet, to the **TRUE POINT OF BEGINNING**;

Thence North 62° 19' 56" East, 1095.67 feet to a point on the Southwest right-of-way of the relocated Casa Grande - Tucson Interstate Highway, as conveyed in warranty deed recorded in Docket 2264 at Page 392;

Thence South 34° 56' 40" West, 618.83 feet;

Thence South 89° 51' 36" West, 615.93 feet the **TRUE POINT OF BEGINNING**.



July 28, 2008
CM:cm
C:\Doc51\21100\300\Parcel A3 S+S.wpd

DEPICTION OF EXHIBIT "A"

226-01-032A
I-10 ANRA VALLEY
MINING & DEVELOPMENT

I-10 ROW

PARCEL A-3
DKT 13369 PG 172

S62° 19' 56"W
1095.67'

615.93'
N89° 51' 36"E

618.83'
N34° 56' 40"E

226-01-032D
PIMA COUNTY
DKT 13495 PG 2932

SECTION 9

SEC.
COR.

SECTION 8

SECTION LINE

N



PIMA COUNTY SURVEY

A PORTION OF SECTION 9,
TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 250'

Date: 25 October 2021

Drawn By: DRT

Sheet 1 of 1

EXHIBIT B-1



Department of Transportation
Survey Section

15 December 2021

EXHIBIT C

LEGAL DESCRIPTION

A portion of that parcel as described in Docket 11738 at Page 5080, Exhibit "A", being within the southeast quarter of Section 8, Township 12 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 8, a 3" ACP stamped "RLS21782", to which an untagged ½" rebar, (1/16 corner), bears North 00°34'14" West a distance of 1319.31 feet;

THENCE along the east line of said Section 8, North 00°34'14" West a distance of 1269.31 feet to a point on the south right-of-way line of Avra Valley Road as described in the Pima County Roadway Proceeding No. 760-A and recorded in Book 6 of Road Maps at Page 43 in the office of the Pima County Recorder;

THENCE along said south right-of-way line, South 89°18'07" West a distance of 634.00 feet to the beginning of a tangent curve concave to the north, having a radius of 2914.79 feet and a central angle of 00°44'18";

THENCE continuing along said south right-of-way line and arc of said curve to the right a distance of 37.57 feet to the **POINT OF BEGINNING** being the beginning of a non-tangent curve concave to the north having a radius of 1117.87 feet and a central angle of 15°24'22" and to which a radial line bears South 09°31'04" East, said point being on a line 25.00 feet south of and parallel with the south right-of-way line of Avra Valley Road as shown on the Results of Survey for ADOT Plan D-10-T-417;

THENCE westerly along said parallel line and arc of said curve to the right a distance of 300.58 feet to a point of a compound curve having a radius of 2939.79 feet and a central angle of 06°23'01", said point being on a line 25.00 feet south of and parallel with the south right-of-way line of Avra Valley Road as described in the Pima County Roadway Proceeding No. 760-A;

THENCE along said parallel line and arc of said curve to the right a distance of 327.53 feet to a point on the north line of the southeast quarter of the southeast quarter of said Section 8;

THENCE along said north line North 89°18'07" East a distance of 122.24 feet to a point on the south right-of-way line of Avra Valley Road as described in the Pima County Roadway Proceeding No. 760-A, being the beginning of a non-tangent curve concave to the north having a radius of 2914.79 feet and a central angle of 09°53'20" and to which a radial line bears South 09°55'46" West;

THENCE easterly along said south right-of-way line and arc of said curve to the left a distance of 503.08 feet to the POINT OF BEGINNING.

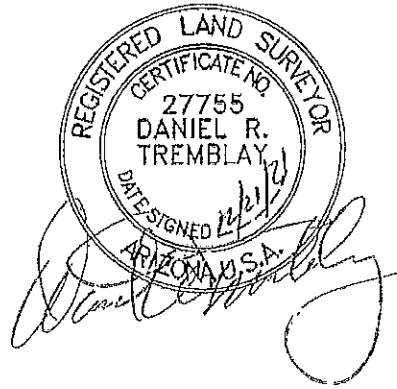
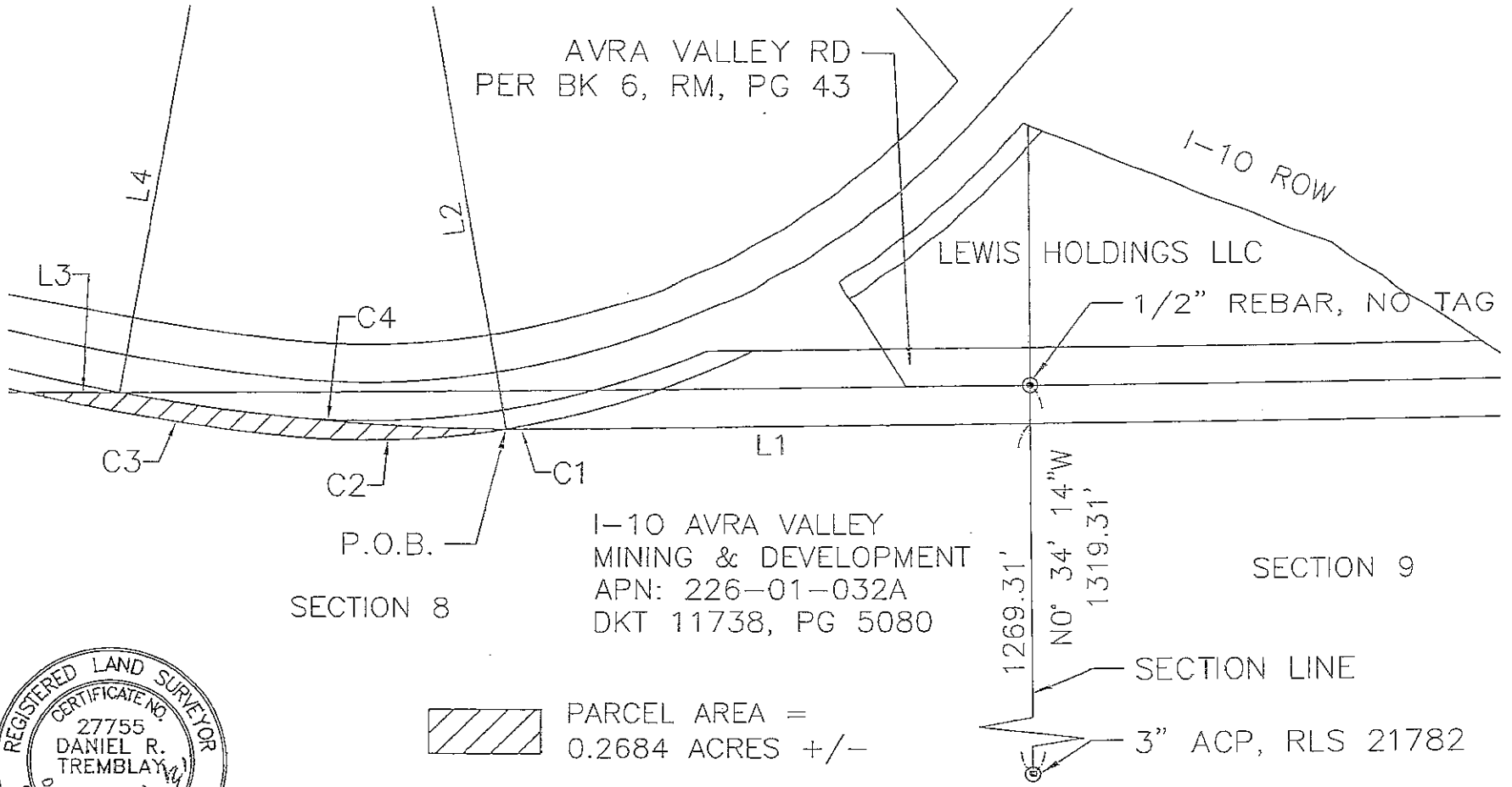
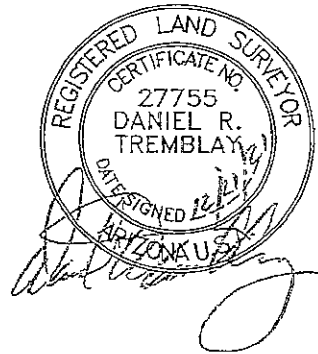


EXHIBIT C-1

DEPICTION OF EXHIBIT



 PARCEL AREA =
0.2684 ACRES +/-



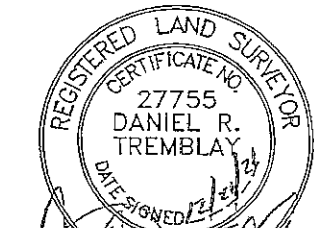
PIMA COUNTY SURVEY

A PORTION OF A PARCEL LOCATED IN SECTION 8,
TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

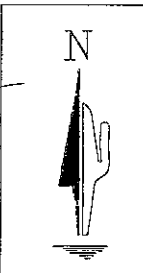
DEPICTION OF EXHIBIT

Parcel Line Table		
Line #	Length	Direction
L1	634.00'	S89° 18' 07"W
L2	1117.87'	S9° 31' 04"E
L3	122.24'	N89° 18' 07"E
L4	2914.79'	S9° 55' 46"W

Curve Table			
Curve #	Length	Radius	Delta
C1	37.57	2914.79	0°44'18"
C2	300.58	1117.87	15°24'22"
C3	327.53	2939.79	6°23'01"
C4	503.08	2914.79	9°53'20"



[Handwritten signature]



PIMA COUNTY SURVEY

A PORTION OF A PARCEL LOCATED IN SECTION 8,
TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



PIMA COUNTY

Department of Transportation
Survey Section

EXHIBIT D

15 December 2021

LEGAL DESCRIPTION

A portion of that parcel as described in Docket 11705 at Page 3405, being within the southeast quarter of Section 8 and the southwest quarter of Section 9, Township 12 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of said Section 8, a 3" ACP stamped "RLS21782", to which an untagged 1/2" rebar, (1/16 corner). bears North 00°34'14" West a distance of 1319.31 feet;

THENCE along the east line of said Section 8, North 00°34'14" West a distance of 1319.31 feet to a point on the centerline of Avra Valley Road as described in the Pima County Roadway Proceeding No. 760-A and recorded in Book 6 of Road Maps at Page 43 in the office of the Pima County Recorder;

THENCE along said centerline of said Avra Valley Road, South 89°18'07" West a distance of 159.06 feet

THENCE North 31°26'54" West a distance of 139.50 feet to the **POINT OF BEGINNING**;

THENCE continuing North 31°26'54" West a distance of 25.02 feet to a point on the southeast right-of-way line of Avra Valley Road as shown on the Results of Survey for ADOT Plan D-10-T-417, being the beginning of a non-tangent, curve concave to the northwest, having a radius of 1092.87 feet and a central angle of 16°05'10" and to which a radial line bears South 33°59'27" East;

THENCE northeasterly along said right-of-way line and arc of said curve to the left a distance of 306.83 feet;

THENCE continuing along said right-of-way line North 39°55'23" East a distance of 11.61 feet to the southwest right-of-way line of Interstate 10 as shown on said Results of Survey for ADOT Plan D-10-T-417;

THENCE along said southwest right-of-way line of Interstate 10 South 67°42'59" East a distance of 26.23 feet to a point on a line 25.00 feet south of and parallel with said southeast right-of-way line of Avra Valley Road;

THENCE along said parallel line South 39°55'23" West a distance of 19.56 feet to the beginning of a tangent curve concave to the northwest having a radius of 1117.87 feet and a central angle of 16°08'35";

THENCE continuing along said parallel line and arc of said curve to the right a distance of 314.96 feet to the **POINT OF BEGINNING**.

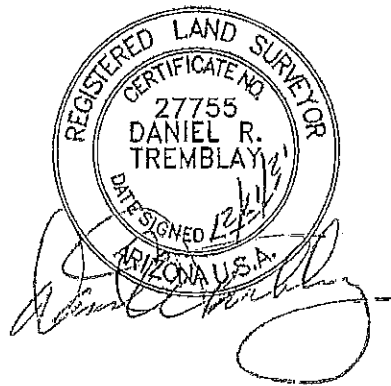
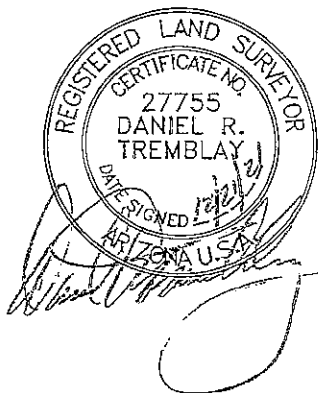
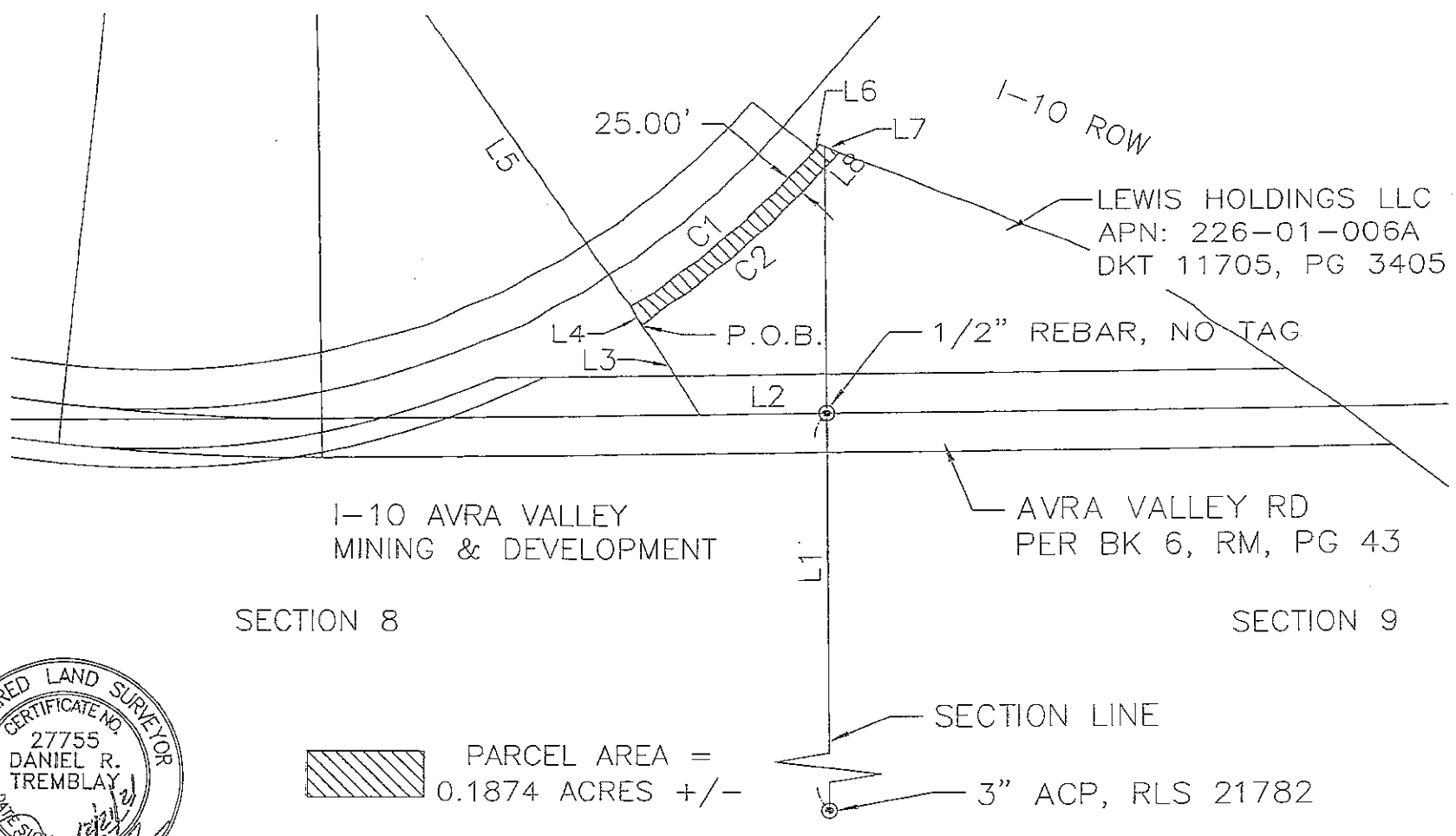


EXHIBIT D-1

DEPICTION OF EXHIBIT



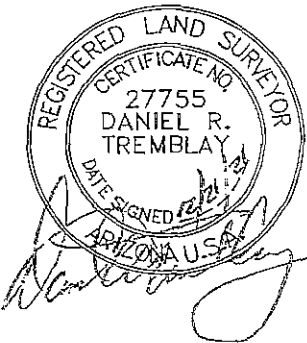
PIMA COUNTY SURVEY

A PORTION OF A PARCEL LOCATED IN SECTIONS 8 & 9,
TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT

Parcel Line Table		
Line #	Length	Direction
L1	1319.31'	N0° 34' 14"W
L2	159.06'	S89° 18' 07"W
L3	139.50'	N31° 26' 54"W
L4	25.02'	N31° 26' 54"W
L5	1092.87'	S33° 59' 27"E
L6	11.61'	N39° 55' 23"E
L7	26.23'	S67° 42' 59"E
L8	19.56'	S39° 55' 23"W

Curve Table			
Curve #	Length	Radius	Delta
C1	306.83	1092.87	16°05'10"
C2	314.96	1117.87	16°08'35"



PIMA COUNTY SURVEY

A PORTION OF A PARCEL LOCATED IN SECTIONS 8 & 9,
TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



Department of Transportation
Survey Section

EXHIBIT E

15 December 2021

LEGAL DESCRIPTION

All that portion of the Avra Valley Road right-of-way as described in the Pima County Roadway Proceeding No. 760-A and recorded in Book 6 of Road Maps at Page 43, in the office of the Pima County Recorder, being a portion of the southeast quarter of Section 8 and the southwest quarter of Section 9, Township 12 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All that part of said Avra Valley Road lying west of the west right-of-way line of Interstate 10 as shown on the Results of Survey for ADOT Plan D-10-T-417 and south and east of the following described line:

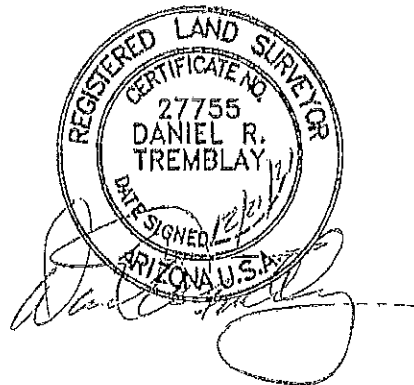
COMMENCING at the southeast corner of said Section 8, a 3" ACP stamped "RLS21782", to which an untagged 1/2" rebar, (1/16 corner). bears North 00°34'14" West a distance of 1319.31 feet;

THENCE along the east line of said Section 8, North 00°34'14" West a distance of 1269.31 feet to a point on the south right-of-way line of Avra Valley Road;

THENCE along said south right-of-way line South 89°18'07" West a distance of 634.00 feet to the beginning of a tangent curve concave to the north, having a radius of 2914.79 feet and a central angle of 00°44'18";

THENCE continuing along said south right-of-way line and arc of said curve to the right a distance of 37.57 feet to the **POINT OF BEGINNING**, being the beginning of a non-tangent curve concave to the northwest, having a radius of 1117.87 feet and to which a radial line bears South 09°31'04" East, said point being on a line 75.00 feet southeast of and parallel with the centerline of Avra Valley Road as shown on said ADOT Plan D-10-T-417;

THENCE northeasterly along said parallel line and arc of said curve to the left, through a central angle of 17°09'42", a distance of 334.83 feet to the north right-of-way line of said Avra Valley Road as shown on Pima County Roadway Proceeding No. 760-A, said point being the **POINT OF TERMINUS**.



DEPICTION OF EXHIBIT

Curve Table			
Curve #	Length	Radius	Delta
C1	37.57	2914.79	0°44'18"
C2	334.83	1117.87	17°09'42"

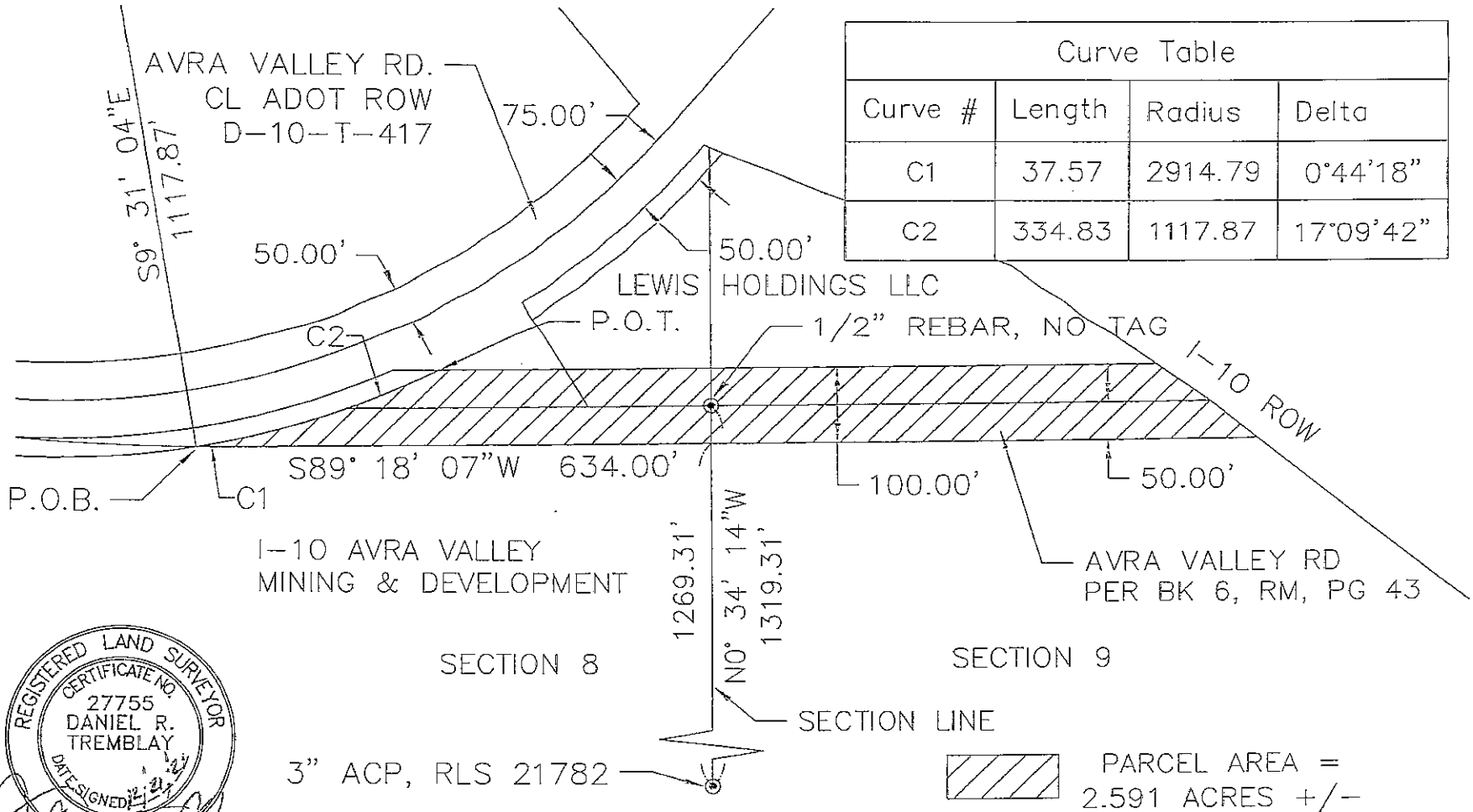


EXHIBIT E-1



PIMA COUNTY SURVEY

A PORTION OF AVRA VALLEY RD., LOCATED IN SECTIONS 8 & 9,
TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT F

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1543947

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.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, 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. 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.
 - (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.
6. 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.
7. 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.
8. Taxes and assessments collectible by the County Treasurer, not yet due for the second half of 2021
9. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1543947

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
12. 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.
13. Right of Entry to prospect for, mine and remove the minerals in said land as reserved in the Patent to said land.
14. Easement for gas distribution lines, and rights incident thereto, as set forth in instrument recorded in Docket 2108, page 427.
15. Easement for electric transmission of distribution line or system, and rights incident thereto, as set forth in instrument recorded in Docket 5429, page 265.
16. Easement for electric transmission of distribution line or system, and rights incident thereto, as set forth in instrument recorded in Docket 5429, page 269.
17. Easement for electric lines, and rights incident thereto, as set forth in instrument recorded in Docket 5576, page 661.
18. Easement for electric lines, and rights incident thereto, as set forth in instrument recorded in Docket 5576, page 663.
19. Easement for communication and other facilities, and rights incident thereto, as set forth in instrument recorded in Docket 5594, page 574.
20. Easement for communication and other facilities, and rights incident thereto, as set forth in instrument recorded in Docket 5594, page 578.
21. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Ordinance No. 2002-28, relating to zoning recording in Docket 11756, page 3312.
22. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Easement Agreement recorded in Docket 12694, page 2011.
23. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 13230, page 903.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1543947

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

24. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of instrument entitled "Private Undisturbed Natural Area/Natural Open Space" recorded in Docket 13292, page 309
25. Matters shown on survey recorded in Book 51 of Survey Maps, page 90
26. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Affidavit of Disclosure recorded in Docket 13787, page 2960
27. Rights of parties in possession on month-to-month tenancy under written but unrecorded leases or other agreements.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1543947

ALTA Commitment For Title Insurance 8-1-16 (4-2-16)



EXHIBIT G

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1544009

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.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, 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. 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.
 - (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.
6. 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.
7. 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.
8. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2022.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1544009

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the second half 2021.
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, exceptions, easements or rights in Patent from the United States of America recorded in Book 64 of Deeds, page 563; and in Book 39 of Deeds, page 481.
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 Cortaro-Marana Irrigation District and Cortaro Marana Water Users Association.
15. Liabilities and obligations imposed upon said land by reason of its inclusion within Avra Valley Gateway Specific Plan and by reason of its inclusion within Santa Cruz River Irrigation District.
16. Liabilities and obligations imposed upon said land by reason of its inclusion within Santa Cruz Valley Irrigation
17. District.
18. Matters regarding water/ditch rights as recorded in Book 2 of Land Claims, page 257.
19. Matters as set forth in Book 3 of Land Claims, page 404.
20. Easement for highway easement and rights incident thereto, as set forth in instrument recorded in Book 41 of Miscellaneous Records, page 352.
21. Easements for the purposes set forth therein and rights incident thereto recorded in Book 52 of Deeds at page 118.
22. Easement for the purposes set forth therein and rights incident thereto, as set forth in instrument recorded in Book 52 of Deeds at page 348.
23. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of easement for highway and rights incident thereto, as set forth in instrument recorded in Book 81 of Miscellaneous Records, page 212.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1544009

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

24. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Book 103 of Miscellaneous Records, page 225; agreement recorded in Docket 843, page 481; The affect of instrument in Docket 2105, page 524; Partial Release recorded in Docket 10957, page 843.
25. All matters which may be a charge on described property by reason of its inclusion in Cortaro Water Users Association District, of record in the office of the County Recorder of Pima County, Arizona in Book 107 of Miscellaneous Records, page 169.
26. Right of way to Cortaro Water Users Association for canal, rights of way, well sites and easements, conveyed by Cortaro Farms Company to Cortaro Water Users Association by Agreement recorded in Book 107 of Miscellaneous Records at page 151.
27. Easement stated therein, and rights incident thereto, as set forth in instrument recorded in Docket 275, page 259.
28. Reservation of all underground or percolating waters in Cortaro Water Users Association except that purchasers will be allowed to produce domestic water by well owners at their own expense the capacity of which shall not exceed 50 gallons per minute which is of record in the office of the County Recorder of Pima County in Book 314 of Deeds, page 445.
29. Easement for the purposes set forth therein and rights incident thereto, as set forth in instrument recorded in Docket 781 at page 93 and partially released by instrument recorded in Docket 1970 at page 139.
30. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Docket 1083, page 106.
31. Easement for the purposes set forth and rights incident thereto, as set forth in instrument recorded in Docket 1894 at page 222.
32. Easement for the purposes set forth therein and rights incident thereto, as set forth in instrument recorded in Docket 1978 at page 332.
33. Subject to any right to limit, restrict or control access to I-10 Casa Grande Highway as set forth in Docket 2264 at page 392.
34. Easement for the purposes set forth therein and rights incident thereto, as set forth in instrument recorded in Docket 2300 at page 296.
35. Easement for hauling and transporting sand, rock and gravel and rights incident thereto, as set forth in instrument recorded in Docket 3420, page 405.
36. Terms and conditions of Natural Gas Line Right of Way Easement Agreement recorded in Docket 4269 at page 383.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1544009

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

37. Terms and conditions of that certain Joint Resolution by Cortaro-Marana Irrigation District and the Cortaro Water Users Association recorded in Docket 5670, page 603.
38. Easement for telephone cable; said instrument discloses railroad spur and rights incident thereto, as set forth in instrument recorded in Docket 6051 at page 795.
39. Provisions within Resolution Floodplain re: Santa Cruz River recorded in Docket 7830, page 886.
40. Terms and conditions of Right of Way Easement for electrical transmission and distribution recorded in Docket 8626 at page 1598.
41. Easement for right of way, access road and rights incident thereto, as set forth in instrument recorded in Docket 9152, page 1209.
42. Provisions within Resolution No. 1994-FC-10 to condemn for flood protection - Lower Santa Cruz River recorded in Docket 9838, page 1256.
43. Provisions within Resolution No. 1996-FC-6 re: Flood Control - Lower Santa Cruz River recorded in Docket 10325, page 1238.
44. Established roads or rights of ways, streets or highways with particular reference to Avra Valley Road recorded in Book 6 of Road Maps, page 43.
45. Easement for levee and maintenance, and rights incident thereto, as set forth in instrument recorded in Docket 10812, Page 502.
46. Terms and conditions of Grant of Easement of water and other utility facilities recorded in Docket 11541 at page 379 and in Docket 11542 at page 259.
47. Terms and conditions of Agreement as set forth in Resolution No. 2004-38 for amendment of the Pima County comprehensive plan land use map recorded in Docket 12243 at page 5327.
48. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Resolution No. 2008-206 recorded in Docket 13369, page 3422.
49. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Ordinance 2008-95 recorded in Docket 13416, page 2431.
50. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Development Agreement recorded in Docket 13369, page 3467;
Amended in Sequence No. 2014-0080446;
Amended in Resolution No. 2013-119 recorded in Sequence No. 2014-0080447, and Resolution No. 2013-FC9 recorded in Sequence No. 2014-0080448.
51. Provisions within Resolution No. 2008-322 and Resolution No. 2008-FC-11 regarding Development Agreement recorded in Docket 13456 at pages 2115 and 2116.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: 1544009

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

52. Terms, conditions, easements, restrictions, covenants, liabilities and obligations as set forth in Public Non- Motorized Trail Easement recorded in Docket 13495, at page 2935.
53. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 13495, page 2939.
54. Easement for drainage and rights incident thereto, as set forth in instrument recorded in Docket 13495, page 2944.
55. Easement for sewer and rights incident thereto, as set forth in instrument recorded in Docket 13495, page 2955.
56. Terms and conditions of Franchise to Trico Electric Cooperative, Inc. recorded in Sequence No. 2011 1530134.
57. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Sequence No. 2013-3440331.
58. Matters on survey recorded in Sequence No. 2017-0380348.
59. Terms, conditions, restrictions, easements, liabilities and/or obligations arising by reason of Resolution No. 2018-50 recorded in Sequence No. 2018-2260373.
60. Matters shown on survey recorded in Book 60 of Maps, page 35.
61. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within the Santa Cruz River.
62. Any adverse claim based upon the assertion that:
 - a. Some portion of said land has been created by artificial means or has accreted to such portion so created;)
 - b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River, or has been formed by accretion to any such portion;)
 - c. Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River;)
 - d. Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high water mark, if said river is in its natural state.
63. Rights of parties in possession.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1544009

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)



EXHIBIT "H"

SPECIAL WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona, ("Grantor") does hereby convey to I-10 Avra Valley Mining & Development, L.L.C., an Arizona limited liability company, 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 the Grantor hereby binds itself and its successors to warrant the title against all acts of the Grantor herein and no other, subject only to matters above set forth.

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: DH	File #: Acq-0328	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>

Dated this _____ day of _____, 2022.

PIMA COUNTY, a political subdivision of the State of Arizona

By: _____
Jeffrey Teplitsky, Manager, Real Property Services

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2022, by Jeffrey Teplitsky, as Manager of Real Property Services.

Notary Public

My Commission Expires:

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: DH	File #: Acq-0328	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>

EXHIBIT J

QUIT CLAIM DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona, Grantor, hereby quit claims to _____, Grantee, all right, title and interest of Grantor in the following described property situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto, RESERVING the roadway rights of ingress and egress for governmental or emergency vehicles, all adjoining landowners, their guests, invitees and persons lawfully conducting business on the land, and further reserving the rights of all utilities existing at the time of this quit-claim abandonment:

Road Abandonment, No. A-0061, I-10 Avra Mining & Development LLC described as:

A subdivision recorded in the Pima County, Arizona Recorder's Office in Book _____, Page _____ of maps and plats.

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance

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

of the same, or any other covenant or condition, either in the past or in the future.

Protection of Cultural Resources.

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

Dated this ___ day of _____, 20__.

Grantor's Approval: For Pima County

Manager, Real Property Services

State of Arizona

County of Pima

)
)ss
)

This instrument was acknowledged before me this ___ day of _____, 20__, by the Chair of the Pima County Board of Supervisors.

Notary Public

My Commission Expires:

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

EXHIBIT ONLY - NOT FOR EXECUTION