



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 11, 2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Overland Vistoso Limited Partnership, LLP, an Arizona limited liability partnership

***Project Title/Description:**

Floodprone Land Acquisition Program/Agreement to Donate Real Property (Acq-0473)

***Purpose:**

Pima County Regional Flood Control District (the "District") will acquire, by donation, property referred to as Big Wash, which includes tax parcels 223-02-013A, 223-02-011C, 223-04-097B and 223-04-096A. These parcels are located within Oro Valley in Township 11 South, Range 14 East, Sections 20 and 29, G&SRM, Pima County, Arizona.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The District will acquire, at no cost, floodprone land that contains important riparian habitat. The Town of Oro Valley has agreed to pay any closing costs and fees up to \$5,000 in order to assure the land will be preserved and preclude future intrusion in the area. It has been determined that the property is well-suited for public recreational trails and that this use is compatible with the intended habitat preservation goals.

***Public Benefit:**

Floodprone land that is home to numerous desert animal species will be preserved and recreational trails will be created to enhance public enjoyment of the land.

***Metrics Available to Measure Performance:**

This property consists of approximately 132.07 acres and is valued at \$200,000 for title insurance purposes. The property will be donated to the District and the Town of Oro Valley will pay the closing costs not to exceed \$5,000.

***Retroactive:**

No

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TO: COB 6-29-17 (2)
vers.: 1
pgs.: 16
ADDENDUM

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*0227

Effective Date: 7/11/2017 Termination Date: 7/10/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ 0

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***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 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or 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): _____

Effective 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: Public Works - Real Property

Telephone: 724-6713

Department Director Signature/Date: _____

[Signature] 6/21/17

Deputy County Administrator Signature/Date: _____

[Signature] 6/27/17

County Administrator Signature/Date: _____

[Signature] 6/28/17

(Required for Board Agenda/Addendum Items)



PIMA COUNTY REAL PROPERTY SERVICES

PROJECT: Accept Donation of Real Property

DONOR: Overland Vistoso Limited Partnership, LLP, an Arizona Limited Liability Partnership

PARTICIPANT: Town of Oro Valley, an Arizona Municipal Corporation

AMOUNT: \$5,000 for environmental and closing costs

FUNDING: Town of Oro Valley

AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between **Overland Vistoso Limited Partnership, LLP** an Arizona Limited Liability Partnership (collectively "**Donor**"), the **Town of Oro Valley**, an Arizona Municipal Corporation ("**Town**") and **Pima County Flood Control District**, a political taxing subdivision of the State of Arizona ("**Donee**"). Donor, Town and Donee are hereinafter referred to collectively as the "**Parties**". This Agreement is effective on the date all Parties have executed this Agreement (the "**Effective Date**"). The date Donee signs is the date the Chair of the Board of Directors of the Pima County Flood Control District signs this Agreement.

2. **Background & Purpose.**

2.1. Donor owns that certain real property in Pima County, Arizona consisting

of approximately 132.07 acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**"). The Property consists of prime riparian habitat and is home to numerous desert animal species including mule deer, bighorn sheep, mountain lion, bobcat, badger, skunk, white-nose coati, javelina and coyote. The Property lies between two key wildlife habitat blocks: Tortolita Mountain Park (owned and managed by Pima County) and the Santa Catalina Mountains (owned and managed by the U.S. Forest Service). The Property contributes to providing a linkage between these important habitat areas for wildlife. The Property is also well-suited for public recreational trails, a compatible use with the intended habitat preservation goals. The Town wishes to facilitate Donee's acquisition of the property to preclude future intrusion in this area, to protect the wildlife habitat and linkages, and to establish public trails across the Property;

2.2. Donor desires to donate its entire interest in the Property to Donee for the purposes stated above; and

2.3. Donee's mission includes the enhancement of wildlife, recreation and riparian habitats. Donee desires to accept the Property for the purposes stated above, subject to the express terms and conditions of this Agreement.

3. **Donation.**

3.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

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

3.3. Donor acknowledges and agree that the decision to donate the Property was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived. Donee acknowledges that no goods or services were provided by Donee to Donor in return for the contribution of the Property.

4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

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

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

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

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

5. **Donor's Covenants.**

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

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

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

4. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Property.

5. **Closing.**

5.1. Closing. Closing will occur no later than 45 days after completion of the Inspection Period, unless otherwise agreed to by the Parties.

5.2. Prorations. The date of closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to closing; and property taxes shall be prorated based upon the date of closing.

5.3. Deliveries at Closing. At Closing, Donee will execute the Donee Acknowledgment section of IRS Form 8283 (Noncash Charitable Contributions) and deliver such form to Donor. At Closing, Donor shall deliver to Donee the following:

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

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

5.3.3. possession of the Property.

5.4. Closing and Environmental Costs. Town will pay all closing costs, including but not limited to title insurance premium, escrow fees, recording fees, and any fees associated with Donee's environmental review or remediation of the Property, not to exceed a total payment by Town of Five Thousand Dollars (\$5,000.00). Those costs are expected to be as follows:

\$ _____ 0.00	Acquisition Amount
\$ _____ 5,000.00	Estimated County Closing and Environmental Costs
<u>\$ _____ 5,000.00</u>	TOTAL NOT TO EXCEED AMOUNT

Donee will pay any closing and environmental costs that exceed Five Thousand Dollars (\$5,000.00).

6. **Binding Agreement.** All provisions of this Agreement are binding upon the heirs, successors and assigns of the Parties.

7. **Governing Law.** This Agreement is governed in all respects by the laws of the State of Arizona. Any court action to be brought pursuant to this Agreement must be filed and maintained in a court in Pima County, Arizona.


8. **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 Donee or Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

Donor:

OVERLAND VISTOSO LIMITED PARTNERSHIP, LLP, an Arizona
Limited Liability Partnership

BY: Ready Two Corporation, its general partner

By: 

David Meh

As: President

Date: April 11, 2017

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Donee: Pima County Regional Flood Control District, a taxing authority of the State of Arizona

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

Date

ATTEST:

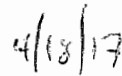
Clerk of Board of Directors of the Pima County Flood Control District

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division



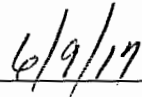
Date

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Participant: Town of Oro Valley, an Arizona municipal corporation




Dr. Satish I. Hiremath, Mayor




Date

ATTEST:

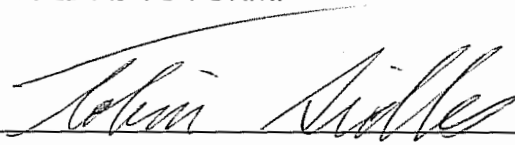


Michael Standish, Town Clerk

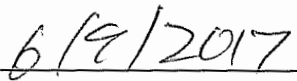


Date

APPROVED AS TO FORM:



Tobin Sidles, Director, Legal Services Department



Date

TAX PARCEL NUMBERS: 223-02-013A, 011C, 223-04-097B & 096A

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:
Neighborhood 2 Parcel F

That portion of Sections 20 and 29, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Northwest corner of the Southeast quarter of the said Section 20, being an angle point in the East line of that Parcel recorded in Docket 7761 at page 1525;

Thence South 17° 00' 00", West, along the said East line, a distance of 894.56 feet to a point of curvature of a tangent curve, concave to the Northwest;

Thence Southwesterly, along the said East line, along the arc of said curve, to the right, having a radius of 2,500.00 feet and a central angle of 012° 08' 48", for an arc distance of 530.00 feet to the Point of Beginning;

Thence Southwesterly, along the said East line, along the arc of said curve, to the right, having a radius of 2,500.00 feet and a central angle of 014° 21' 12", for an arc distance of 626.28 feet to a point of tangency;

Thence South 43° 30' 00", West, along the said East line, a distance of 631.90 feet;

Thence South 46° 30' 00", East, 1,525.00 feet;

Thence South 43° 30' 00", West, 118.59 feet to a point of curvature of a tangent curve, concave to the Southeast;

Thence Southwesterly, along the arc of said curve, to the left, having a radius of 500.00 feet and a central angle of 037° 22' 33", for an arc distance of 326.17 feet to a point of tangency;

Thence South 06° 07' 27", West, 140.44 feet;

Thence South 83° 52' 33", East, 100.00 feet to a point of curvature of a tangent curve, concave to the Southwest;

Thence Southerly, along the arc of said curve, to the right, having a radius of 500.00 feet and a central angle of 060° 21' 32", for an arc distance of 526.73 feet to a non-tangent line;

Thence South 89° 17' 20", East, 385.80 feet to the West right of way line of U.S. Highway 89;

Thence North 01° 27' 58", East, along the said right of way line, a distance of 174.00 feet to a point on the arc of a non-tangent curve, concave to the East, a radial line of said curve through said point having a bearing of North 87° 02' 20", West;

Thence Northerly, along the said right of way line, along the arc of said curve, to the right, having a radius of 3,919.72 feet and a central angle of 026° 27' 56", for an arc distance of 1,810.56 feet to a non-tangent line;

Thence North 30° 55' 18", East, along the said right of way line, a distance of 164.00 feet;

Thence North 62° 36' 25", West, 1,745.37 feet to the Point of Beginning.

EXCEPTING therefrom any portion lying within Rancho Vistoso Neighborhood 2, Phase 2, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 51 of Maps and Plats at page 68.

EXHIBIT "A" [con't]

PARCEL 2:

Neighborhood 2 Parcel G

That portion of Sections 20 and 29, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Northwest corner of the Southeast quarter of the said Section 20, being an angle point in the East line of that Parcel recorded in Docket 7761 at page 1525;

Thence South 17°, 00', 00", West, along the said East line, a distance of 894.56 feet to a point of curvature of a tangent curve, concave to the Northwest;

Thence Southwesterly, along the said East line, along the arc of said curve, to the right, having a radius of 2,500.00 feet and a central angle of 026°, 30', 00", for an arc distance of 1,156.28 feet to a point of tangency;

Thence South 43°, 30', 00", West, along the said East line, a distance of 631.90 feet to the Point of Beginning;

Thence South 43°, 30', 00", West, along the said East line, a distance of 1,270.00 feet;

Thence South 42°, 51', 28", East, 1,105.00 feet;

Thence South 84°, 17', 26", East, 482.05 feet to a point on the arc of a non-tangent curve, concave to the Southeast, a radial line of said curve through said point having a bearing of North 56°, 06', 10", West;

Thence Northeasterly, along the arc of said curve, to the right, having a radius of 500.00 feet and a central angle of 062°, 13', 37", for an arc distance of 543.03 feet to a point of tangency;

Thence South 83°, 52', 33", East, 50.00 feet;

Thence North 06°, 07', 27", East, 140.44 feet to a point of curvature of a tangent curve, concave to the Southeast;

Thence Northeasterly, along the arc of said curve, to the right, having a radius of 500.00 feet and a central angle of 037°, 22', 33", for an arc distance of 326.17 feet to a point of tangency;

Thence North 43°, 30', 00", East, 118.59 feet;

Thence North 46°, 30', 00", West, 1,525.00 feet to the Point of Beginning.

EXCEPTING therefrom any portion lying within Rancho Vistoso Neighborhood 2, Phase 1 a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 49 of Maps and Plats at page 22 and;

EXCEPTING therefrom any portion lying within Rancho Vistoso Neighborhood 2, Phase 2, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 51 of Maps and Plats at page 17;

AND FURTHER EXCEPTING therefrom any portion lying within Rancho Vistoso Neighborhood 2, Phase 2 a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 51 of Maps and Plats at page 68.

PARCEL 3:

Neighborhood 2, Parcel H

That portion of Section 29, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the south one-quarter (S1/4) corner of the said Section 29;

EXHIBIT "A" [con't]

Thence South 89°, 40', 30", East, along the south line of the said Section 29, a distance of 453.61 feet, measured (453.43 feet, record) to the west right of way line of U.S. Highway 89;

Thence North 00°, 41', 59", East, along the said right of way line, a distance of 835.90 feet to the north right of way line of Rancho Vistoso Boulevard, recorded in Docket 7868 at page 1456;

Thence North 89°, 18', 01", West, along the said right of way line, a distance of 453.99 feet, measured (453.83 feet, record) to a point of curvature of a tangent curve concave to the Northeast;

Thence Northwesterly, along the said right of way line, along the arc of said curve, to the right, having a radius of 1,425.00 feet and a central angle of 068°, 25', 28", for an arc distance of 1,701.78 feet to a point of tangency;

Thence North 20°, 52', 33", West, along the said right of way line, a distance of 686.35 feet to the Point of Beginning;

Thence North 20°, 52', 33", West, along the said right of way line, a distance of 69.99 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Northwesterly, along said right of way line, along the arc of said curve, to the left, having a radius of 6,895.93 feet and a central angle of 006°, 18', 00", for an arc distance of 758.25 feet to a point of tangency;

Thence North 27°, 10', 33", West, along the said right of way line, a distance of 1,274.36 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Northwesterly, along the said right of way line, along the arc of said curve, to the left, having a radius of 5,560.77 feet and a central angle of 001°, 32', 20", for an arc distance of 149.36 feet to the Southeasterly line of that parcel recorded in Docket 7761 at page 1525;

Thence North 56°, 35', 53", East, along the said line, a distance of 474.05 feet;

Thence South 42°, 51', 28", East, 1,105.00 feet;

Thence South 84°, 17', 26", East, 482.05 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of North 56°, 06', 10", West;

Thence Southerly along the arc of said curve, to the left, having a radius of 500.00 feet and a central angle of 027°, 46', 23", for an arc distance of 242.37 feet to a point of tangency;

Thence South 06°, 07', 27", West, 680.00 feet to a point of curvature of a tangent curve concave to the Northwest;

Thence Southwesterly along the arc of said curve, to the right, having a radius of 580.00 feet and a central angle of 063°, 00', 00", for an arc distance of 637.74 feet to a point of tangency;

Thence South 69°, 07', 27", West, 125.00 feet to the Point of Beginning.

EXCEPTING therefrom any portion lying within Rancho Vistoso Neighborhood 2, Phase 1, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 49 of Maps and Plats at page 22

PARCEL 4: Neighborhood 2, Parcel i;

That portion of Section 20, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Beginning at the Northwest corner of the Southeast quarter of the said Section 20, being an angle point in the East line of that Parcel recorded in Docket 7761 at page 1525;

Thence South 17°, 00', 00", West, along the said East line, a distance of 894.56 feet to a point of curvature of a tangent

EXHIBIT "A" [con't]

curve, concave to the Northwest;

Thence Southwesterly, along the said East line, along the arc of said curve, to the right, having a radius of 2,500.00 feet and a central angle of $012^{\circ}, 08', 48''$, for an arc distance of 530.00 feet to a non-tangent line;

Thence South $62^{\circ}, 36', 25''$, East, 1,745.37 feet to the West right of way line of U.S. Highway 89;

Thence North $30^{\circ}, 55', 18''$, East, along the said right of way line, a distance of 140.00 feet to an angle point;

Thence North $31^{\circ}, 40', 36''$, East, along the said right of way line, a distance of 238.42 feet to a point of curvature of a tangent curve, concave to the Northwest;

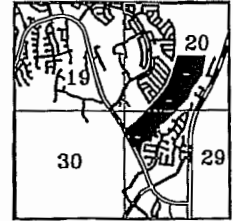
Thence Northeasterly, along the said right of way line, along the arc of said curve to the left, having a radius of 11,359.16 feet and a central angle of $010^{\circ}, 15', 17''$, for an arc distance of 2,033.05 feet to the North line of the said Southeast quarter;

Thence North $89^{\circ}, 50', 38''$, West, along the said North line, a distance of 2,185.44 feet to the Point of Beginning.

EXCEPTING therefrom any portion lying within Rancho Vistoso Neighborhood 2, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 56 of Maps and Plats at page 39.

EXHIBIT "A-1"

TOWNSHIP 11
 RANGE 14
 SECTION 20 & 29



SEC 20 & 29 G&SRM
 PIMA COUNTY, ARIZONA



 PARCELS

223-02-013A	223-02-011C
223-04-097B	223-04-096A



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
 ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: S. BUTLER

DATE: JAN 2017

EXHIBIT "B"
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-26846- Amendment No. 1

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2017.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. Reservations or exceptions in Patent from the State of Arizona recorded in Docket 6126, page 845 and correction in Docket 7412, page 301. (Section 20)
6. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 72 of Miscellaneous Records, page 326 and Book 57 of Miscellaneous Records, page 257.
7. Easement for highway and rights incident thereto, as set forth in instrument recorded in Docket 548, page 385.
8. Easement for gas lines and rights incident thereto, as set forth in instrument recorded in Docket 2704, page 405.
9. Easement for right of way and rights incident thereto, as set forth in instrument recorded in Docket 2898, page 484.
10. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 7761, page 1493; in Docket 7761, page 1536 and re-recorded in Docket 8021, page 914; in Docket 7871, page 1787 and re-recorded in Docket 7915, page 1380; in Docket 7871, page 1688; in Docket 7871, page 1702 and re-recorded in Docket 7915, page 1281; and Restated in Docket 8021, page 925;
Amended in Docket 8327, page 2058 and Docket 8629, page 576;
Tract Declaration recorded in Docket 8151, page 2548;
Tract Declaration recorded in Docket 8153, pages 596, 619 and 630;
Amended in Docket 8249, pages 668, 685 and 693;
And Docket 9360, page 2032 and re-recorded in Docket 9459, page 656;
Amended in Docket 9951, page 1255;
Amended in Docket 10037, page 1540;
Amended in Docket 10165, page 1565;
Amended in Docket 11565, page 1377;
Partial Assignment of Declarant's Rights in Sequence No. 2014-2870321.

EXHIBIT "B" [con't]
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-26846- Amendment No. 1

11. Easement for utilities and rights incident thereto, as set forth in instrument recorded in Docket 7761, page 1567.
12. Easement for temporary construction easement and rights incident thereto, as set forth in instrument recorded in Docket 7761, page 1570.
13. Amended Bridge Financing Plan as disclosed in Resolution No. 1983-71 recorded in Docket 7786, page 957.
14. Easement for utilities and rights incident thereto, as set forth in instrument recorded in Docket 7850, page 1290 and re-recorded in Docket 7868, page 1456.
15. Easement for utilities and sewer and rights incident thereto, as set forth in instrument recorded in Docket 7892, page 1303.
16. The effect, if any of Covenant recorded in Docket 7981, page 2660.
17. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 8011, page 1198 and in Docket 7950, page 1235.
18. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 8018, page 1569.
19. Terms and conditions of License Agreement recoded in Docket 8039, page 2566.
20. Easement for utilities and sewer easements and rights incident thereto, as set forth in instrument recorded in Docket 8092, page 1692 and in Docket 8099, page 1467.
21. Grant of Easement for gas lines and rights incident thereto, as set forth in instrument recorded in Docket 8106, page 1973.
22. Rights which might have accrued by use, for the maintenance of public utilities or otherwise, of those certain areas abandoned as public highway as disclosed in instrument in Docket 8162, page 541.
23. Easement for bank protection, drainage and access recorded in Docket 8539, page 383.
24. Liabilities and obligations imposed upon said land by reason of its inclusion within Golder Ranch Fire District.
25. 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 "Big Wash" or any wash or arroyo and its tributaries.
26. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

EXHIBIT "C"

SPECIAL WARRANTY DEED

For valuable consideration, I or we, _____
("Grantors"), do 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 " "** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT " "**
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.

Dated this _____ day of _____, 2017.

By: _____

Title: _____

STATE OF ARIZONA

COUNTY OF PIMA

) ss
)

This instrument was acknowledged before me this _____ day of _____, 2017, by
_____ as _____ of
_____.

Notary Public

My Commission Expires:

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