



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/17/2025

*\* = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Bridle Bit Ranch, LLC, an Arizona limited liability company

**\*Project Title/Description:**

Exchange Agreement

**\*Purpose:**

Pima County Flood Control District (the "District") will acquire 6.5 acres of land near W. Trico Marana Rd and the Santa Cruz River in Section 24 Township 11S Range 10E in exchange for a 10-year Grazing License across nearby District owned parcels along the Santa Cruz River. All parcels in this exchange agreement are undeveloped, vacant land. (RPS Acq-1185)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

Pima County Flood Control District will acquire floodprone land to prevent future development in the area by exchanging unused grazing resources on nearby property it owns through a Grazing License. This strategy will help manage flood risks, ensure the land remains undeveloped, and supports the financial offset of the acquisition in a reasonable manner.

**\*Public Benefit:**

The District will acquire property under the Floodprone Land Acquisition Program through an exchange of property rights.

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

The District will acquire 6.5 acres of land in exchange for a 10-year Grazing License (submitted separately with exchange agreement for execution). The exchange of property and property rights are considered to be substantially equal in value. The only cost to the District will be the escrow closing costs in the approximate amount of \$2000.00.

**\*Retroactive:**

No.

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

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

**Contract / Award Information**

Document Type: PO Department Code: RPS Contract Number (i.e., 15-123): PO2500016035  
 Commencement Date: 6/17/2025 Termination Date: 06/16/2026 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 2,000.00 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Flood Control-Floodprone Land Acquisition Program

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

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

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Brienna Moreland

Department: Real Property Services

Telephone: 520-724-6379

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

Date: 5/29/2025

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

Date: 6/3/2025

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

Date: 6-4-2025



### EXCHANGE AGREEMENT

This Exchange Agreement (the "**Agreement**") is between, Bridle Bit Ranch LLC, an Arizona limited liability company, ("**Owner**"), and Pima County Flood Control District, a political taxing authority of the State of Arizona ("**District**") and will become effective on the Effective Date. Owner and District shall singularly be referred to as the "Party" and collectively as the "Parties".

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

1.1. Owner: Bridle Bit Ranch, LLC, an Arizona limited liability company

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

1.3. District's Maximum Costs: the sum of (i) District's share of Closing Costs, and (ii) District's share of Prorations, which combined shall not exceed \$2,000.00.

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

1.5. Escrow Agent: Michelle Jolly

1.6. Effective Date: This Agreement will become effective when all Parties have signed it, or its counterpart as authorized in paragraph 19 below. The effective date will be the date it is signed by the last Party (as indicated by the data associated with that Party's signature). The date District executes this Agreement is the date this Agreement is signed by the Chair of the District Board of Directors.

1.7. Licensed District Property: The property legally described and depicted on Exhibit A

1.8. Owner Property: The property legally described on Exhibit B and depicted on Exhibit B-1



1.9. Owner's Address: Bridle Bit Ranch, LLC, 12655 N Sanders Rd., Marana, AZ 85653

1.10. District Address: Jeffrey Teplitsky, Director, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: [jeffrey.teplitsky@pima.gov](mailto:jeffrey.teplitsky@pima.gov).

2. **Exchange of Properties.** District and Owner will exchange the Owner Property, for a 10-year Grazing License (the "**Grazing License**", **Exhibit C**) across Licensed District Property, pursuant to A.R.S. § 48-3603 (the "**Exchange**").

3. **Consideration.** For the purposes of this Agreement, the Grazing License and the Owner Property, including any easements are considered to be of equal value with neither Party owing the other additional consideration.

4. **Vacant Land.** The Parties acknowledge that the Owner Property and the Licensed District Property are vacant land, and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Due Diligence Access. Upon execution of this Agreement and until Closing, Owner hereby grants permission to District, District's representatives, and District's authorized agents to enter the Owner Property to perform its due diligence, including for land survey, biological and cultural survey, and environmental assessment.

5.2. Environmental Inspection. Each Party shall permit the other Party to conduct such inspections of its 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.

6. **Escrow and Title.**

6.1. 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, shall be paid 50% by the District and 50% by Owner. Each Party shall be responsible for costs associated with any releases required to transfer title to its property free and clear and any costs associated with the issuance of title insurance for the property it is acquiring.

6.2. 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 District, upon District's request, to have District execute all of the documents to be executed by District as provided in this Agreement at the office of Escrow Agent that is located the closest to the office of District.



6.3. Title Commitment.

6.3.1. *Commitment.* Escrow Agent will distribute to District 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 District's policy of title insurance.

6.3.2. *Permitted Exceptions*

6.3.2.1. The Closing shall be contingent upon District being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit D** hereto (the "*Permitted Exceptions to Owner Property*") and the title policy shall be in the amount of \$15,000.00.

6.3.2.2. Conveyance of the Owner Property shall be by Warranty Deed subject to (a) the lien of current year real estate taxes (prorated to the date of closing); (b) all matters of record included in the applicable Permitted Exceptions which were accepted by the Grantee; and (c) all matters a survey or inspection of the Property would reveal.

6.3.3. *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 9.

7. **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 transfer of the Licensed District Property and the fee transfer of the Owner Property, free and clear of all liens and encumbrances.

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

8.1. Owner shall execute and deliver to Escrow Agent a Warranty Deed conveying title to the Owner Property to District as provided in form attached hereto as **Exhibit E**.

8.2. District shall execute and deliver to Escrow Agent a Grazing License for the Licensed District Property as provided in form attached hereto as **Exhibit C**.

9. **Closing.**

9.1. **Closing Date.** The Closing (the “**Closing**”) will take place at the office of Title Company on or before 120 days after the Effective Date, provided however, that Buyer may extend the Closing until 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 1 year after execution by Buyer.

9.2. The right to enter and graze the Licensed District Property will be delivered to Owner and the signing of the Grazing License will take place at closing of escrow.

10. **Representations.**

10.1. 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.

10.2. AS IS. Subject only to the representations of the Parties, 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.

10.3. Wells and Water Rights.

10.3.1. Owner warrants that there are no wells on, or water rights associated with the Owner Property, except as specifically identified on **Exhibit F** attached. Owner agrees to assign and transfer to District effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the Owner Property. Owner shall execute all documents reasonably necessary to effectuate such transfer.

10.4. Underground Improvements.

10.4.1. 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, except as specifically identified on **Exhibit G** attached.

11. **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.

12. **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 anyone claiming to have been employed for this transaction.

13. **No Sale.** Neither Party shall sell or encumber its property before closing.

14. **Notices.**

14.1. 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).

14.2. 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 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.

14.3. 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.

14.4. 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.

14.5. Address. District and Owner agree that any notice sent to the address set forth in Sections 1.9 and 1.10 herein shall serve as notice by District or Owner, as the case may be, to the other.

15. **Conflict of Interest.** This Agreement is subject to cancellation within 3 years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating,



negotiating, securing, drafting, or creating this Agreement on behalf of District 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.

16. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for 10 years.

17. **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.

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

19. **Counterparts.** This Agreement may be executed in counterpart, each of which is effective as an original. The Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.


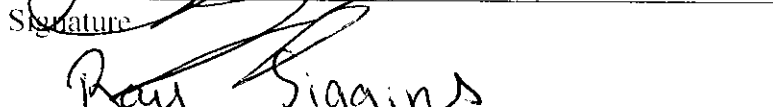
20. **Exhibits.** The following Exhibits to this Agreement are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement or to any of the Exhibits hereto are not available at the execution hereof, they shall be added by the Parties prior to Closing and shall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

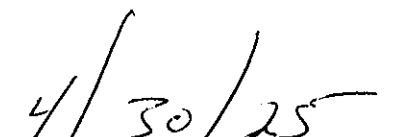
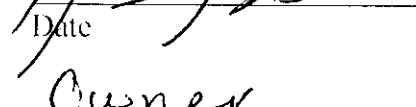
<u><b>Exhibit A</b></u>	<b>Legal Description &amp; Depiction of Licensed District Property</b>
<u><b>Exhibit B</b></u>	<b>Legal Description of Owner Property</b>
<u><b>Exhibit B-1</b></u>	<b>Depiction of Owner Property</b>
<u><b>Exhibit C</b></u>	<b>Grazing License for Licensed District Property</b>
<u><b>Exhibit D</b></u>	<b>Permitted Exceptions to Owner Property</b>
<u><b>Exhibit E</b></u>	<b>Form of Warranty Deed (Owner Property)</b>
<u><b>Exhibit F</b></u>	<b>Owner Property Water Rights</b>
<u><b>Exhibit G</b></u>	<b>Owner Property Underground Improvements</b>

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

**Owner:**

**Bridle Bit Ranch, LLC, an Arizona limited liability company**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Owner

  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Its

**DISTRICT:**


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

\_\_\_\_\_  
Chair, Board of Directors Date \_\_\_\_\_

**ATTEST:**

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

**RECOMMENDATIONS FOR APPROVAL:**

  
\_\_\_\_\_  
Jeffrey Teplitsky, Director, Real Property Services Date 5/14/2025

  
\_\_\_\_\_  
Carmine DeBonis, Jr., Deputy County Administrator Date 4/3/2025

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Janis Gallego, Deputy County Attorney Date 5/2/2025

RPS Acq-1185

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel 1**

All that portion of Parcels 1 through 5 as recorded in Docket 4932 at Page 462 and re-recorded in Sequence Number 20221930057 Exhibit "D", recorded in the office of the Pima County Recorder, being within the south half of Section 14, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All of Exhibits A-2 and A-3 as described in Docket 13751 at Page 1249 and re-recorded in Sequence Number 20172790527, Exhibit A-5 and A-6, (excepting that portion as conveyed to the Town of Marana in Sequence Number 20131780459) recorded in the office of the Pima County Recorder, being within the south half of Section 23, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, and,

**Parcel 2**

All that portion of that parcel as described in Docket 7934 at Page 666, being within the south half of Section 24, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of that parcel as described in Docket 9845 at Page 2603, being within the south half of Section 24, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of that Parcels 1 and 2 as described in Docket 11680 at Page 2827, being within the south half of Section 19, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of that parcel as described in Docket 13051 at Page 5, being within the south half of Section 19, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

**Parcel 3**

All that portion of that parcel as described in Docket 5237 at Page 78, being within the north half of Section 32, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of that parcel as described in Docket 5002 at Page 2603, being within the north half of Section 33, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,



All that portion of that parcel as described in Docket 7506 at Page 113, (excepting that portion as conveyed to the Town of Marana in Sequence Number 20050280218, Exhibit "A", Parcel 1) being within the north half of Section 33, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of that Parcel 2A, Exhibit "A" as described in Docket 12514 at Page 2171, being within the north half of Section 33, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

#### **Parcel 4**

All that portion of Parcel 1 as described in Docket 13912 at Page 112, being within the north half of Section 03, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of Parcel 2 as described in Docket 13912 at Page 112, being within the north half of Section 04, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

All that portion of that Parcel 4A, Exhibit "B-1" as described in Docket 12514 at Page 2171, being within the north half of Section 34, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

#### **Parcel 5**

All that portion of Exhibit "C" as described in Docket 12514 at Page 2171, being within the north half of Section 01, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and,

#### **Parcel 6**

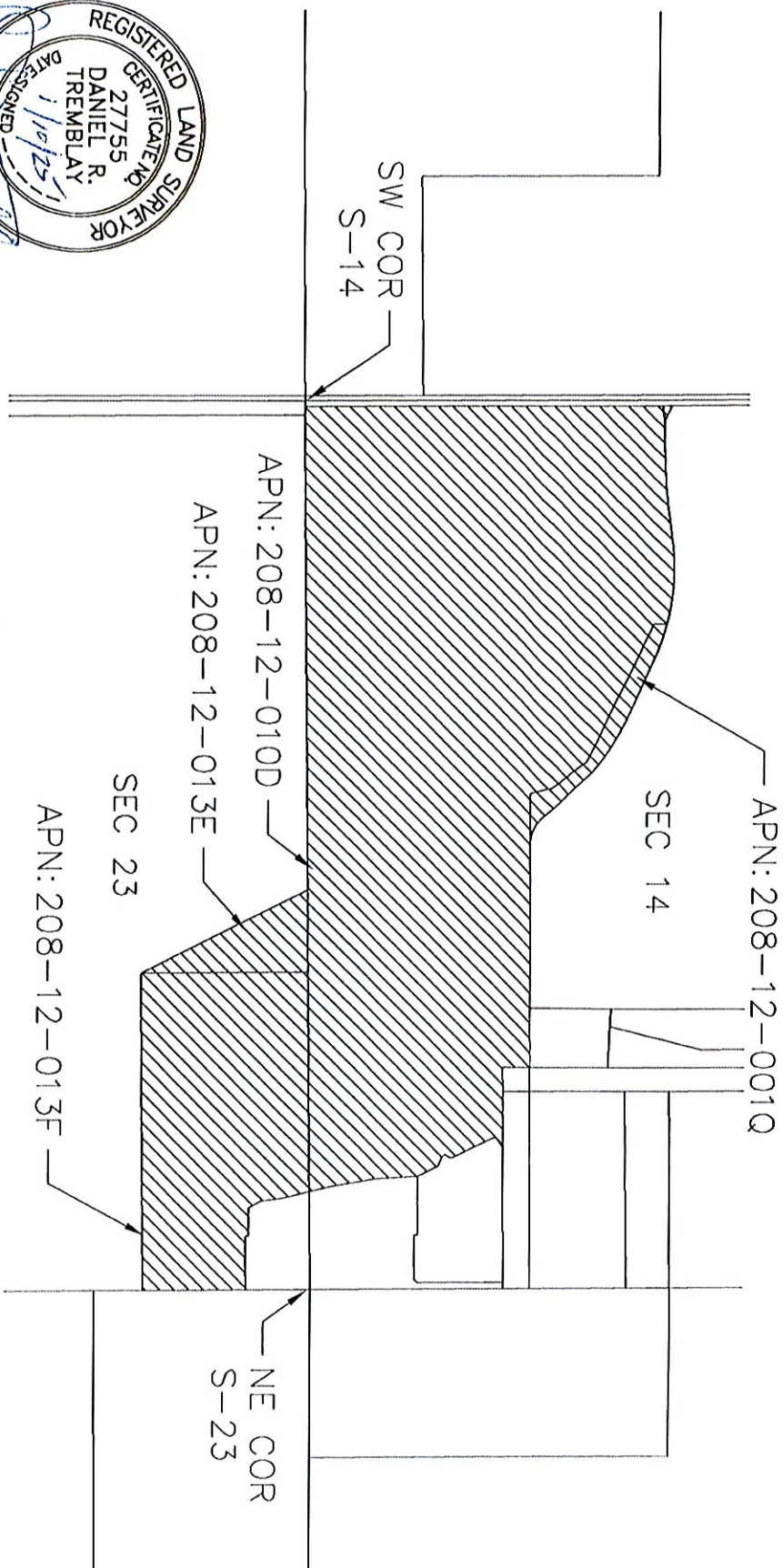
All that portion of Parcel 3 as described in Docket 13912 at Page 112, being within the northwest quarter of Section 07, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.



# DEPICTION OF EXHIBIT "A", PARCEL 1



AREA = 220.142 ACRES +/-



## PIMA COUNTY SURVEY

A PORTION OF SECTIONS 14 & 23,  
 TOWNSHIP 11 SOUTH, RANGE 10 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 1000'

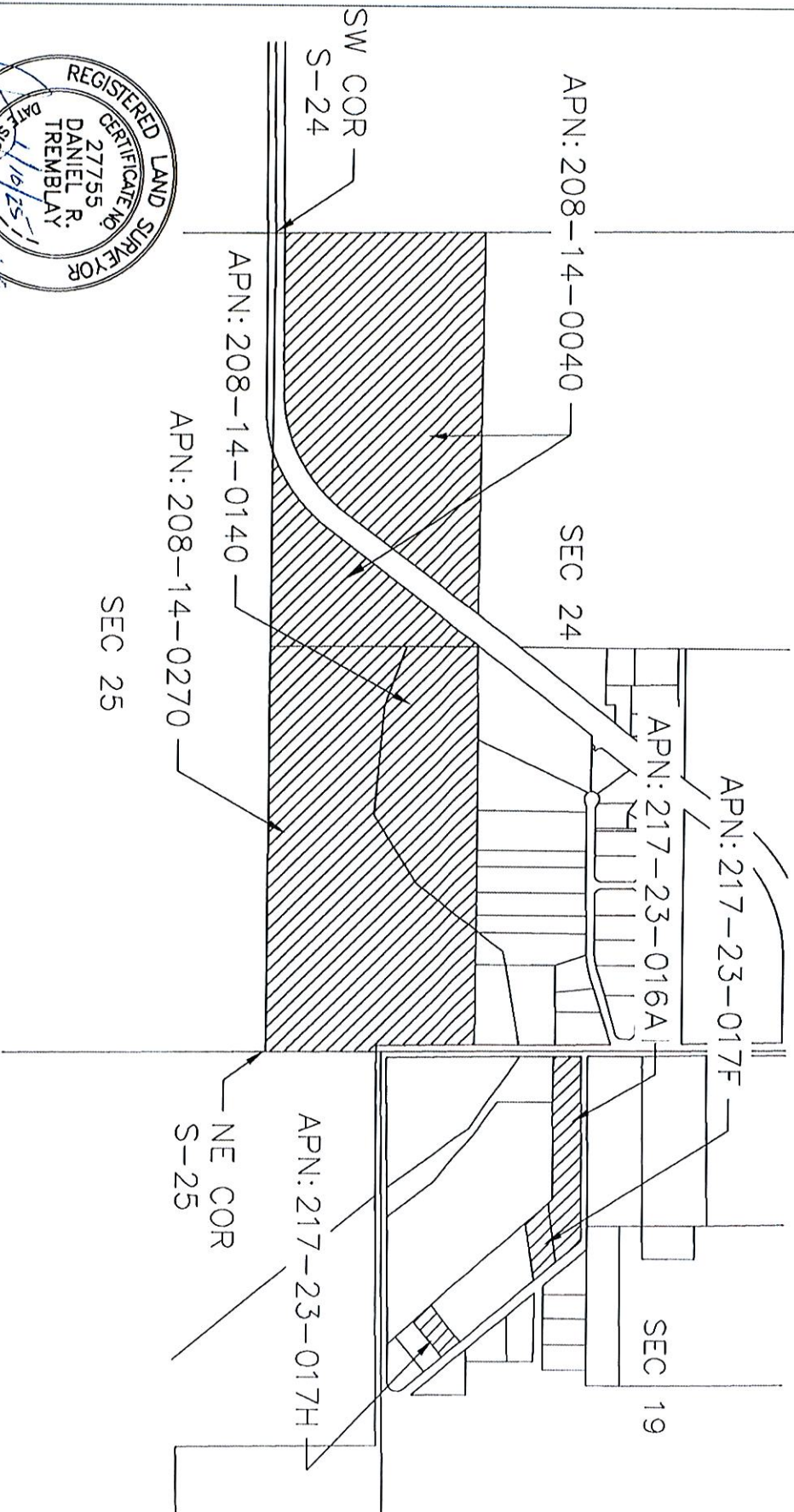
Date: 10 JANUARY 2025

Drawn By: AJI

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# DEPICTION OF EXHIBIT "A", PARCEL 2



AREA = 157.568 ACRES +/-

## PIMA COUNTY SURVEY

A PORTION OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 10 EAST  
AND SECTION 19, TOWNSHIP 11 SOUTH, RANGE 11 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



Scale: 1" = 1000'

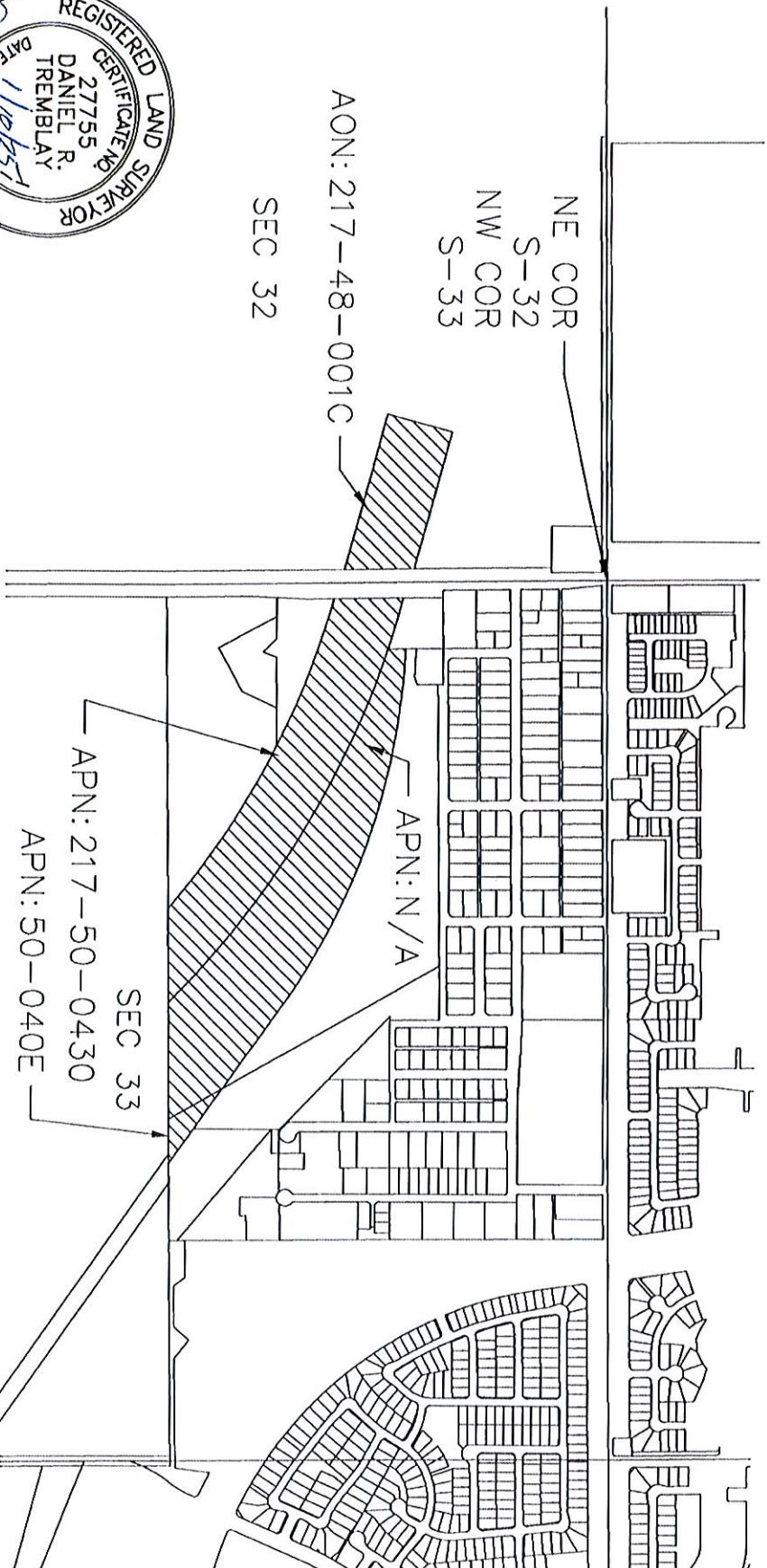
Date: 10 JANUARY 2025

Drawn By: AJI

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# DEPICTION OF EXHIBIT "A", PARCEL 3



AREA = 58.535 ACRES +/-

## PIMA COUNTY SURVEY

A PORTION OF SECTIONS 32 & 33,  
TOWNSHIP 11 SOUTH, RANGE 11 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



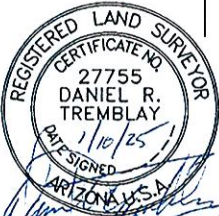
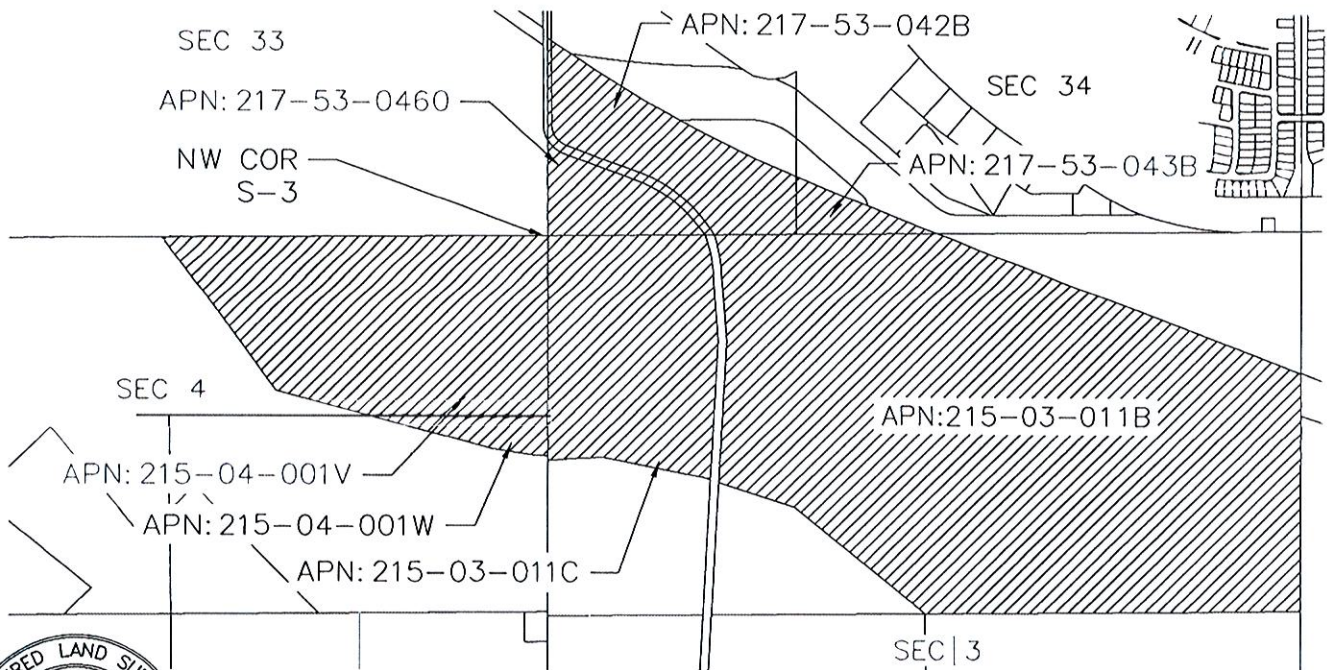
Scale: 1" = 1000'

Date: 10 JANUARY 2025

Drawn By: AJI

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# DEPICTION OF EXHIBIT "A", PARCEL 4



AREA = 352.81 ACRES +/-



## PIMA COUNTY SURVEY

A PORTION OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST,  
AND A PORTION OF SECTIONS 3 & 4,  
TOWNSHIP 12 SOUTH, RANGE 11 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 1000'

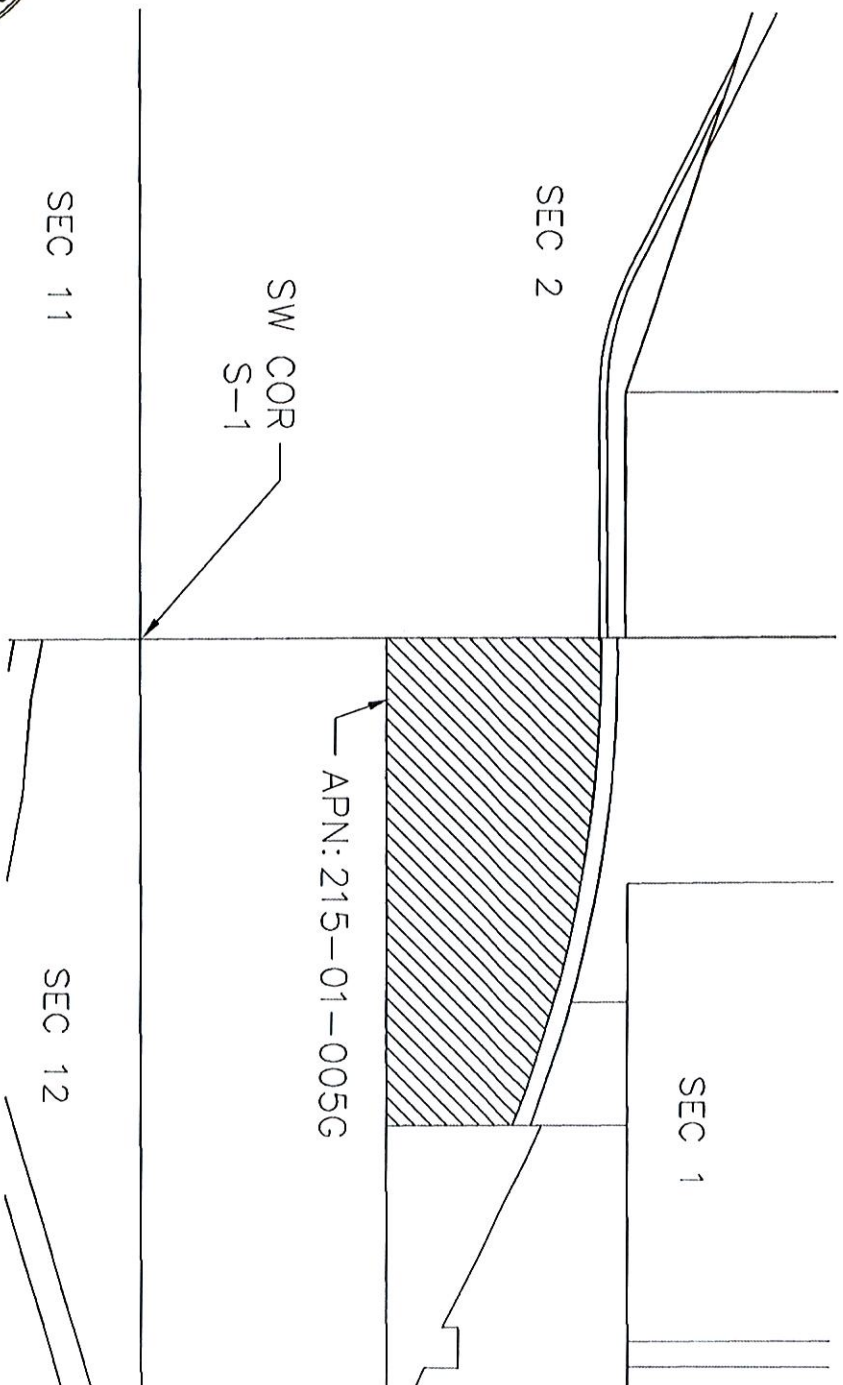
Date: 19 MAY 2025

Drawn By: AJI

Sheet 6 of 8



# DEPICTION OF EXHIBIT "A", PARCEL 5



AREA = 62.348 ACRES +/-

## PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
TOWNSHIP 12 SOUTH, RANGE 11 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



Scale: 1" = 1000'

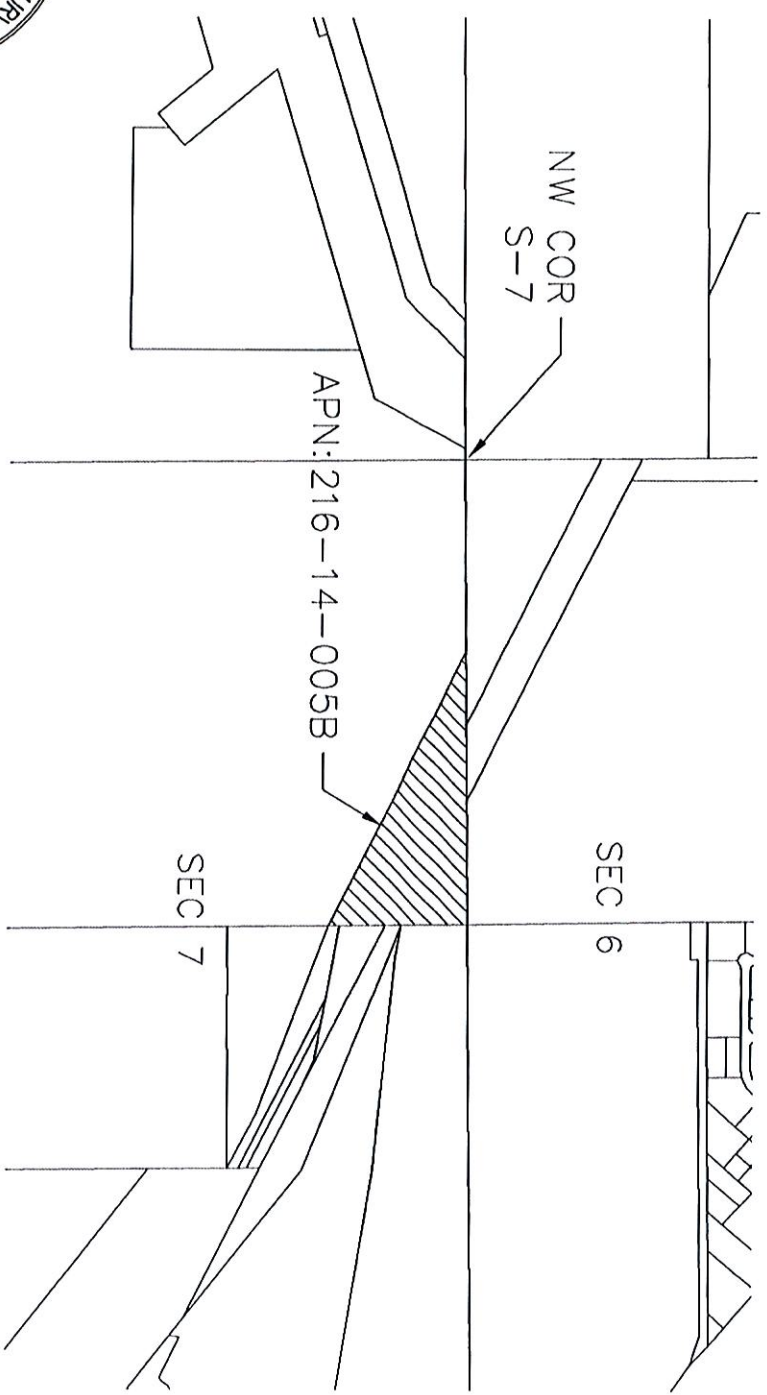
Date: 10 JANUARY 2025

Drawn By: AJI

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# DEPICTION OF EXHIBIT "A", PARCEL 6



AREA = 12.934 ACRES +/-

## PIMA COUNTY SURVEY

A PORTION OF SECTION 7,  
TOWNSHIP 12 SOUTH, RANGE 12 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA





## Exhibit B

All of the following described parcel of land situate and being a part of lot 3 and a part of the north half of the southeast quarter of section 24, township 11 south, range 10 east, Gila and Salt River Base and Meridian, Pima County, Arizona, to-wit:

BEGINNING at a point on the east line of said section 24 and described as the extension of the northerly line of honea property in deed recorded in docket 5055 at page 524, to a point on the east line of the northeast quarter of the southeast quarter of said section 24;

THENCE south 0 degrees 23 minutes east along said section line to a point that is 805.6 feet south of the north line of said lot 3, and which is the true POINT OF BEGINNING of the parcel hereinafter described;

THENCE west along a line distant 805.6 feet south of the north line of lot 3 to a point on the east line of parcel described in deed recorded in docket 2599 at page 150;

THENCE south 0 degrees 23 minutes east along said east line to a point in the south line of the north half of the southeast quarter and the north line of honea property;

THENCE along said line north 89 degrees 46 minutes 52 seconds east to a point on the east line of section 24;

THENCE north 0 degrees 23 minutes west along said section line to the true POINT OF BEGINNING.

EXCEPT therefrom that part lying within Grier Road.

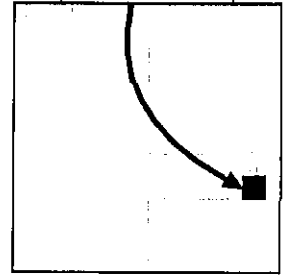
The above said parcel being sometimes unofficially described as the south 525 feet of the west 539 feet of the east 579 feet of the northeast quarter of the southeast quarter of section 24, township 11 south, range 10 east, Gila and Salt River Base and Meridian, Pima County, Arizona.

(JV arb 33 and 34)

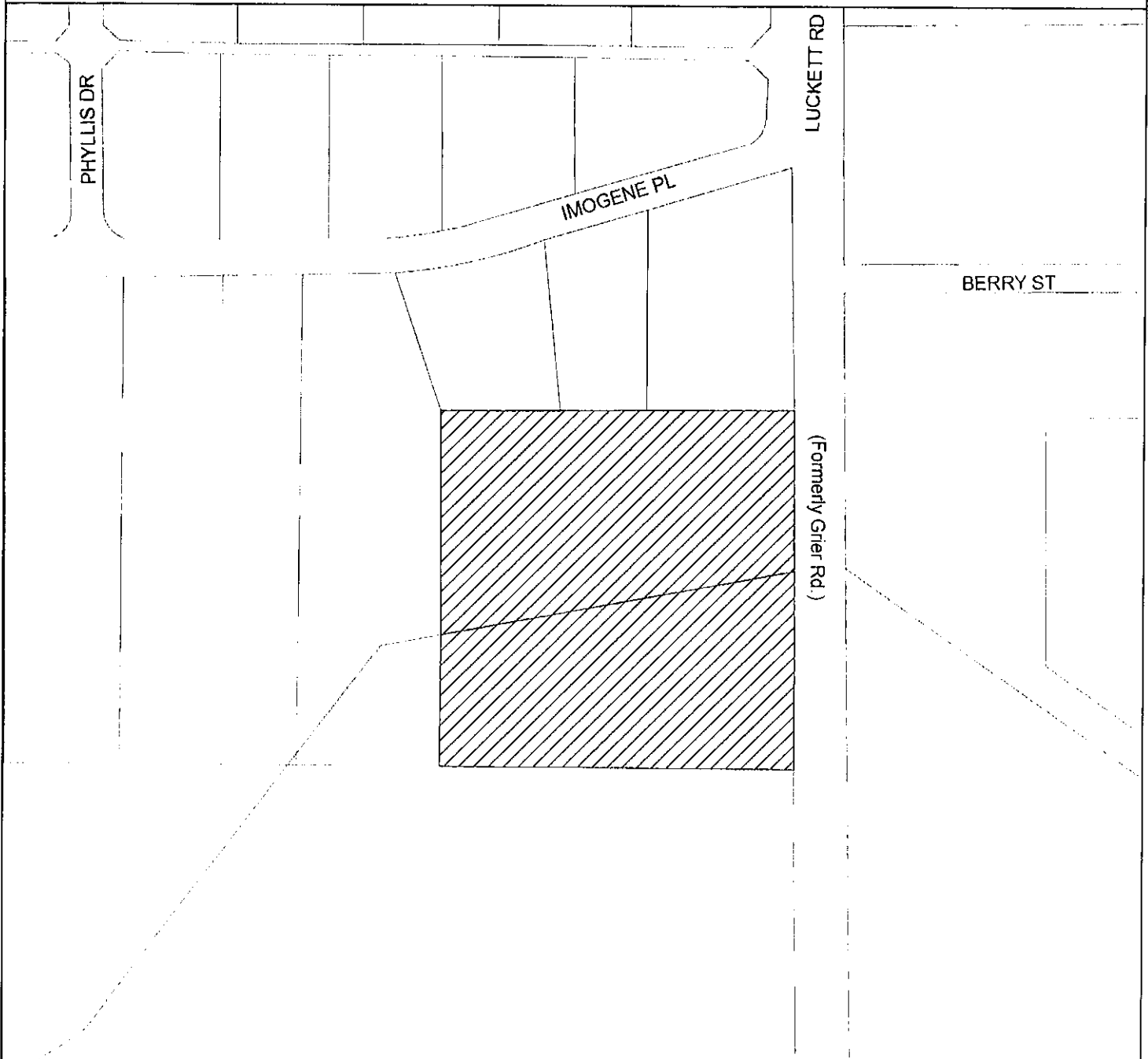
# EXHIBIT B-1

SECTION 24  
TOWNSHIP 11 SOUTH  
RANGE 10 EAST

SUBJECT AREA



SECTION 24 G&SRM  
PIMA COUNTY, ARIZONA



23071


PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: S. BUTLER

DATE: JUN 2023

## LEGEND

 Parcel  
208-14-0230 &  
208-14-0240



# Exhibit C

## GRAZING LICENSE

For valuable consideration, Pima County Flood Control District, a political taxing authority of the State of Arizona (“**Owner**”) hereby grants to Bridle Bit Ranch LLC, an Arizona limited liability company, (“**Licensee**”) the License to enter onto the real property depicted in Exhibit A (the “**Property**”) subject to the terms and conditions of this Grazing License. Owner and Licensee shall singularly be referred to as “**Party**” and collectively as the “**Parties**.”

**1. Background.** Owner and Licensee entered into an Exchange Agreement, dated \_\_\_\_\_, (the “Exchange Agreement”) for the exchange of certain real property from the Licensee to the Owner for the grant of the License to the Licensee to enter and use the Property to graze livestock under the terms and conditions of this Grazing License.

**2. Use of the Property.**

2.1. Licensee has a nonexclusive right to enter and graze the Property at its full animal unit carrying capacity of 15 animal units or less while keeping with good ranching and range practices. Licensee will not allow the Property to be overgrazed or otherwise improperly utilized. No other use of the Property – including but not limited to the installation of any improvements, vehicular access, or drilling of wells – is allowed without written permission from the District. The term "animal unit" means either one mature beef animal of 1,000 pounds or one and one-half quarter horses.

2.2. Owner hereby expressly reserves the right of its elected officials, employees, agents or assigns, of ingress and egress over, through and across the Property for purposes of enforcement of this Grazing License and the protection of the Property. Owner shall have the right to enter the Property without notice and take whatever steps, if any, are necessary to ensure public safety and protection.



**3. Term.**

3.1. The Grazing License shall be effective on the date the Grazing License is signed by the last party and shall be for a term of 10 years. Pursuant to Section 9.2 of the Exchange Agreement, Owner will grant Licensee entry to the Property at the closing of escrow.

3.2. Either Party shall have the right to terminate this Grazing License, at their sole discretion, upon 90 days written notice to the other Party.

3.3. If this Grazing License is terminated by Licensee before the 10-year term expires, there shall be no refund of any amount credited the Licensee under the Exchange Agreement.

3.4. If this Grazing License is terminated by the Owner for cause under the terms of this Grazing License, there shall be no refund of any amount credited under the Exchange Agreement. However, if Owner terminates this Grazing License for any other reason, Licensee shall be entitled to a refund from Owner at the rate of \$100 per month of the remaining unused months of the 10-year term.

**4. Taxes.** Licensee shall pay all taxes and other charges with respect to, and shall comply with all governmental laws, rules, regulations and requirements applicable to, Licensee's business operations, cattle, cattle grazing activities upon the Property.

**5. Inspection Rights.** Licensee has inspected the Property and is familiar with the status and condition thereof including, without limitation, tanks, fencing, wells and other improvements which may affect the cattle grazing to be conducted by Licensee hereunder. Consequently, Licensee acknowledges and agrees that he shall bear all risk of lost, strayed or injured cattle and other livestock, and all risk of loss resulting from the status and condition of the Property.

**6. Responsibilities.** Licensee shall be responsible for all water, feed and all other care or protection of the livestock located on the Property and for any cost or expense involved

therewith. Licensee agrees to hold harmless and indemnify Owner against any liability arising out of or connected with Licensee's grazing operations and Licensee's use of the Property in connection therewith or otherwise during the term of this Grazing License.

7. **Insurance.** Licensee shall keep and maintain in force during the term hereof the following policy of insurance: Comprehensive general liability insurance with coverages including Premises/Operations and Personal Injury, and with limits of not less than \$1,000,000.00 combined single limit and annual aggregate for Bodily Injury and Property Damage, which limits shall apply separately to the Property. The policy shall name Owner as an additional insured. The liability insurance policies described above shall be issued by companies approved to do business in Arizona and which have a current A.M. Best Company rating of at least A-/VII. Licensee shall at all times provide Owner with certificates of insurance including copies of the required endorsements, evidencing that the foregoing insurance is in effect. Each certificate will provide for at least 30 days prior written notice to Owner of cancellation, termination or material change.
8. **Failure To Perform.** If Licensee violates the use of the Property as stated above in Section 2.1 Owner shall have all the remedies available at law or in equity as a result of violation and breach of this Grazing License, and if it is necessary to employ attorneys to enforce such obligations, the unsuccessful party in the event of litigation shall pay such reasonable attorneys' fees to the successful party as the Court of jurisdiction may award.

9. **Notices.**

- 9.1. Except for the notice for purposes of enforcement authorized in Section 2.2, any notice, demand or other communication required or permitted in connection with this Grazing License shall be in writing and shall be transmitted by electronic mail, United States mail, postage prepaid, certified or registered, or may be personally delivered, addressed as follows:

If to Owner:

Jeffrey Teplitsky, Director  
Pima County Real Property Services

201 N Stone Ave, 6<sup>th</sup> Fl  
Tucson, AZ 85701  
[jeffrey.teplitsky@pima.gov](mailto:jeffrey.teplitsky@pima.gov)

If to Licensee:

Bridle Bit Ranch, LLC  
12655 N Sanders Rd  
Marana, AZ 85653

9.1.1. *Receipt*. If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of 72 hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other Parties, in writing and given in accordance with this Section, a different address for service of notice.

## **10. Miscellaneous Provisions.**

10.1. Assignment. Licensee shall not assign this Grazing License without the prior written consent of Owner. Any assignment of this Grazing License without Owner's prior written consent shall render this Grazing License immediately null and void at Owner's election.

10.2. Governing Law. This Grazing License is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Grazing License must be filed and maintained in a state court in Pima County, Arizona.

10.3. Entire Grazing License. This Grazing License is the entire Grazing License of the Parties respecting the subject matter hereof. There are no other Grazing Licenses, representations or warranties, whether oral or written, respecting the subject matter hereof.

10.4. Interpretation. This Grazing License, and all the provisions of this Grazing License, is deemed drafted by all of the Parties. This Grazing License will not be interpreted strictly

for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Grazing License.

10.5. No Representations. Each Party has entered into this Grazing License based solely upon the Grazing License, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

10.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Grazing License on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Grazing License.

10.7. Counterparts. This Grazing License may be executed in counterparts, each of which is effective as an original. This Grazing License becomes effective only when all of the Parties have executed the original or counterpart hereof. This Grazing License may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

10.8. Binding Affect. This Grazing License is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

10.9. No Third-Party Beneficiaries. This is not a third-party beneficiary contract. No person or entity other than a Party signing this Grazing License has any rights under this Grazing License, except as expressly provided in this Grazing License.

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

10.11. No Partnership. Nothing in this Grazing License creates a partnership or joint venture or authorizes any Party to act as agent for or representative of any other Party.

10.12. No Waiver. The failure of a Party to require full or timely performance of any obligation



arising under this Grazing License (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Grazing License by course of dealing, or other defense of any nature to any obligation arising hereunder.

10.13. Time of the Essence. Time is of the essence with respect to each obligation arising under this Grazing License.

10.14. Conflict of Interest. This Grazing License is subject to cancellation within 3 years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Grazing License on behalf of Licensee is, at any time while this Grazing License or any extension of the Grazing License is in effect, an employee or agent of any other party to the Grazing License with respect to the subject matter of the Grazing License.

10.15. Severability. Each provision of this Grazing License stands alone, and any provision of this Grazing License found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Grazing License.

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

**Bridle Bit Ranch, LLC, an Arizona limited liability company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Owner

\_\_\_\_\_  
Date

{Remainder of Page Intentionally Left Blank}

{District Signatures Follow}

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

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

RECOMMENDATIONS FOR APPROVAL:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

RPS Acq-1185



## Exhibit D

### Permitted Exceptions to Owner Property

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

**NOTE:** *Exceptions 1 through 9, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.*

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. 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.
4. 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.
5. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
6. 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.
7. (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.
8. 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.
9. 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.
10. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

11. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof, recorded in Book 77 page 255 of Deeds

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 Marana Irrigation District and/or the Cortaro Water User's Association.

15. Liabilities and obligations imposed upon said land by reason of its inclusion within said land Northwest Fire District.

16. Any matter arising by reason of reservation of underground water as set forth in instrument recorded in Book 314 of Deeds, Page 445.

17. The terms and provisions contained in the document entitled "Right of Way Agreement" recorded as Book 107 of Miscellaneous Records, Page 151.

18. An easement for telephone and telegraph lines and incidental purposes in the document recorded as Docket 952, Page 520.

19. The rights or claims of title, if any, by the State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash.

20. License for public utility and rights incident thereto, as set forth in instrument recorded in Sequence No. 20222690037.

21. The effect of any matters shown by the Affidavit of Disclosure recorded October 17, 2022 in Sequence No. 20222800585

22. Matters shown on survey recorded in Sequence No. 20232190410.



## EXHIBIT "E"

### WARRANTY DEED

For valuable consideration, I (or we), Bridle Bit Ranch, LLC, an Arizona limited liability company ("Grantors"), do/does hereby convey to Pima County Flood Control District, a political taxing subdivision of the State of Arizona, the following described property situate in Pima County, Arizona:

SEE ATTACHED EXHIBIT "B" AND EXHIBIT "B-1" FOR LEGAL DESCRIPTION AND  
DEPICTION

SUBJECT TO all matters of record.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Grantor

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF PIMA                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

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

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Directors: 6/3/25	Right of Way [ ] Parcel [x]
Agent: BM	File #: Acq-1185	Activity #:	P [x] De [ ] Do [ ] E [ ]



# Exhibit F

## Wells & Water Rights Seller's Questionnaire

Seller Name: Bridle Bit Ranch, LLC

Tax Parcel Number(s): 208-14-0230, 208-14-0240

Date: 04/30/2025

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

### **A. QUESTIONS PERTAINING TO WELLS.**

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

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

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

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



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

	Location by Tax Parcel Number	ADWR Registration Number	Current Operational Status	Principal Use of Well	SOC Filed (Y/N)	SOC # If Applicable
Well #1	NO					
Well #2	NO					

**B. QUESTIONS PERTAINING TO CERTIFICATED GROUNDWATER RIGHTS.**

(5.a) Does the property have a grandfathered irrigation groundwater right (“GIR”)?

(Yes NO). If no, skip to Question #6.

(5.b) If yes,

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

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

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

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

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

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



	ADWR Certificate Number	Tax Parcel Number(s)	Irrigated Acreage	Associated Well by Registration #	Is Right Currently in Use? (Y or N)
GIR #1	NO				
GIR #2					

(6.a) Does the property have a grandfathered Type 1 non-irrigation groundwater right (“Type I Right”) (Yes/~~No~~)? If no skip to Question #7.

(6.b) If yes,

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

	ADWR Certificate Number	Current Use of TIR	Associated Well by Well Registration #	Appurtenant Parcel #
TIR #1	NO			
TIR #2				





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

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

(7.b) If yes,

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

	ADWR Certificate Number	Current Use to Which Type II is Being Put	Associated Well by Well Registration #
Type II #1	<u>No</u>		
Type II #2	<u>No</u>		

C. QUESTIONS PERTAINING TO SURFACE WATER RIGHTS.

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

(8.b) If yes,



1. List each surface water right ("SWR") associated with the subject property by listing its corresponding Certificate of Surface Water Right number assigned by ADWR.
2. List the purpose, if any, for which each SWR is currently being utilized. (For example, domestic, stock watering, irrigation, mining, in stream flow, other).
3. For each SWR, state whether a Statement of Claimant has been filed in the Gila River Adjudication (Yes or No).
4. Are any of your SWRs leased to a third party? (Y/N) If yes, give the name and address of the lessee and identify the leased SWR by ADWR Certification #, and please provide a copy of each such lease.

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

**D. QUESTIONS PERTAINING TO WELL SHARE AGREEMENTS.**

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



# Exhibit G

**Owner Disclosure of Underground Improvements in Right of Way**

**Owner's Name:** Bridle Bit Ranch, LLC

**Tax Parcel Number(s):** 208-14-0230, 208-14-0240

**Date:**

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

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

Yes \_\_\_\_\_ No X If NO, skip to question #2

Describe septic facility: \_\_\_\_\_  
\_\_\_\_\_

Location: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**MEMORANDUM**  
REAL PROPERTY SERVICES  
201 N. Stone Avenue, Sixth Floor, Tucson, Arizona 85701-1215  
(520) 724-6379 FAX (520) 724-6763

---

**Date:** 06/17/2025

**To:** Melissa Manriquez  
Deputy County Clerk  
Pima County Clerk of the Board

**From:** Brienna Moreland  
Acquisition Agent  
Real Property Services

**Subject:** Bridle Bit Ranch, LLC – Referenced Grazing License for Signing

---

Attached is the Grazing License pertaining to Bridle Bit Ranch, LLC, as referenced in Exhibit C of the Exchange Agreement. Please execute with the Bridle Bit Exchange Agreement and return to Pima County Real Property Services.





## **GRAZING LICENSE**

For valuable consideration, Pima County Flood Control District, a political taxing authority of the State of Arizona (“**Owner**”) hereby grants to Bridle Bit Ranch LLC, an Arizona limited liability company, (“**Licensee**”) the License to enter onto the real property depicted in **Exhibit A** (the “**Property**”) subject to the terms and conditions of this Grazing License. Owner and Licensee shall singularly be referred to as “**Party**” and collectively as the “**Parties**.”

**1. Background.** Owner and Licensee entered into an Exchange Agreement, dated 4/30/25 (the “Exchange Agreement”) for the exchange of certain real property from the Licensee to the Owner for the grant of the License to the Licensee to enter and use the Property to graze livestock under the terms and conditions of this Grazing License.

### **2. Use of the Property.**

2.1. Licensee has a nonexclusive right to enter and graze the Property at its full animal unit carrying capacity of 15 animal units or less while keeping with good ranching and range practices. Licensee will not allow the Property to be overgrazed or otherwise improperly utilized. No other use of the Property – including but not limited to the installation of any improvements, vehicular access, or drilling of wells – is allowed without written permission from the District. The term “animal unit” means either one mature beef animal of 1,000 pounds or one and one-half quarter horses.

2.2. Owner hereby expressly reserves the right of its elected officials, employees, agents or assigns, of ingress and egress over, through and across the Property for purposes of enforcement of this Grazing License and the protection of the Property. Owner shall have



the right to enter the Property without notice and take whatever steps, if any, are necessary to ensure public safety and protection.

**3. Term.**

3.1. The Grazing License shall be effective on the date the Grazing License is signed by the last party and shall be for a term of 10 years. Pursuant to Section 9.2 of the Exchange Agreement, Owner will grant Licensee entry to the Property at the closing of escrow.

3.2. Either Party shall have the right to terminate this Grazing License, at their sole discretion, upon 90 days written notice to the other Party.

3.3. If this Grazing License is terminated by Licensee before the 10-year term expires, there shall be no refund of any amount credited the Licensee under the Exchange Agreement.

3.4. If this Grazing License is terminated by the Owner for cause under the terms of this Grazing License, there shall be no refund of any amount credited under the Exchange Agreement. However, if Owner terminates this Grazing License for any other reason, Licensee shall be entitled to a refund from Owner at the rate of \$100 per month of the remaining unused months of the 10-year term.

**4. Taxes.** Licensee shall pay all taxes and other charges with respect to, and shall comply with all governmental laws, rules, regulations and requirements applicable to, Licensee's business operations, cattle, cattle grazing activities upon the Property.

**5. Inspection Rights.** Licensee has inspected the Property and is familiar with the status and condition thereof including, without limitation, tanks, fencing, wells and other improvements which may affect the cattle grazing to be conducted by Licensee hereunder. Consequently, Licensee acknowledges and agrees that he shall bear all risk of lost, strayed or injured cattle and other livestock, and all risk of loss resulting from the status and condition of the Property.

- 6. Responsibilities.** Licensee shall be responsible for all water, feed and all other care or protection of the livestock located on the Property and for any cost or expense involved therewith. Licensee agrees to hold harmless and indemnify Owner against any liability arising out of or connected with Licensee's grazing operations and Licensee's use of the Property in connection therewith or otherwise during the term of this Grazing License.
- 7. Insurance.** Licensee shall keep and maintain in force during the term hereof the following policy of insurance: Comprehensive general liability insurance with coverages including Premises/Operations and Personal Injury, and with limits of not less than \$1,000,000.00 combined single limit and annual aggregate for Bodily Injury and Property Damage, which limits shall apply separately to the Property. The policy shall name Owner as an additional insured. The liability insurance policies described above shall be issued by companies approved to do business in Arizona and which have a current A.M. Best Company rating of at least A-/VII. Licensee shall at all times provide Owner with certificates of insurance including copies of the required endorsements, evidencing that the foregoing insurance is in effect. Each certificate will provide for at least 30 days prior written notice to Owner of cancellation, termination or material change.
- 8. Failure To Perform.** If Licensee violates the use of the Property as stated above in Section 2.1 Owner shall have all the remedies available at law or in equity as a result of violation and breach of this Grazing License, and if it is necessary to employ attorneys to enforce such obligations, the unsuccessful party in the event of litigation shall pay such reasonable attorneys' fees to the successful party as the Court of jurisdiction may award.
- 9. Notices.**
- 9.1. Except for the notice for purposes of enforcement authorized in Section 2.2, any notice, demand or other communication required or permitted in connection with this Grazing License shall be in writing and shall be transmitted by electronic mail, United States mail, postage prepaid, certified or registered, or may be personally delivered, addressed as follows:

If to Owner:

Jeffrey Teplitsky, Director  
Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> Fl  
Tucson, AZ 85701  
[jeffrey.teplitsky@pima.gov](mailto:jeffrey.teplitsky@pima.gov)

If to Licensee:

Bridle Bit Ranch, LLC  
12655 N Sanders Rd  
Marana, AZ 85653

9.1.1. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of 72 hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other Parties, in writing and given in accordance with this Section, a different address for service of notice.

## **10. Miscellaneous Provisions.**

10.1. Assignment. Licensee shall not assign this Grazing License without the prior written consent of Owner. Any assignment of this Grazing License without Owner's prior written consent shall render this Grazing License immediately null and void at Owner's election.

10.2. Governing Law. This Grazing License is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Grazing License must be filed and maintained in a state court in Pima County, Arizona.

10.3. Entire Grazing License. This Grazing License is the entire Grazing License of the Parties respecting the subject matter hereof. There are no other Grazing Licenses, representations or warranties, whether oral or written, respecting the subject matter hereof.

- 10.4. Interpretation. This Grazing License, and all the provisions of this Grazing License, is deemed drafted by all of the Parties. This Grazing License will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Grazing License.
- 10.5. No Representations. Each Party has entered into this Grazing License based solely upon the Grazing License, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.
- 10.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Grazing License on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Grazing License.
- 10.7. Counterparts. This Grazing License may be executed in counterparts, each of which is effective as an original. This Grazing License becomes effective only when all of the Parties have executed the original or counterpart hereof. This Grazing License may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.
- 10.8. Binding Affect. This Grazing License is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 10.9. No Third-Party Beneficiaries. This is not a third-party beneficiary contract. No person or entity other than a Party signing this Grazing License has any rights under this Grazing License, except as expressly provided in this Grazing License.
- 10.10. Amendment. This Grazing License may be amended or modified only in a writing signed by the Parties, which specifically references this Grazing License.
- 10.11. No Partnership. Nothing in this Grazing License creates a partnership or joint venture or authorizes any Party to act as agent for or representative of any other Party.

10.12. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Grazing License (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Grazing License by course of dealing, or other defense of any nature to any obligation arising hereunder.

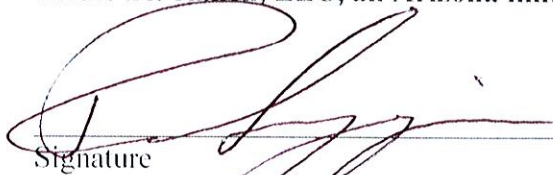

10.13. Time of the Essence. Time is of the essence with respect to each obligation arising under this Grazing License.

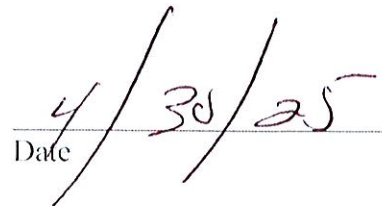
10.14. Conflict of Interest. This Grazing License is subject to cancellation within 3 years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Grazing License on behalf of Licensee is, at any time while this Grazing License or any extension of the Grazing License is in effect, an employee or agent of any other party to the Grazing License with respect to the subject matter of the Grazing License.

10.15. Severability. Each provision of this Grazing License stands alone, and any provision of this Grazing License found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Grazing License.

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

**Bridle Bit Ranch, LLC, an Arizona limited liability company**

  
Signature  
  
Print Owner

  
Date  
  
Date

{Remainder of Page Intentionally Left Blank}

{District Signatures Follow}



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

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

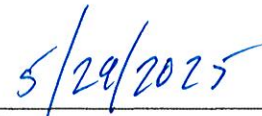
ATTEST:

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

\_\_\_\_\_  
Date

RECOMMENDATIONS FOR APPROVAL:


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

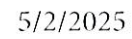
  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Date

RPS Acq-1185