



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

Award Contract Grant

Requested Board Meeting Date: June 19, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Robby Adamson, as Successor Trustee of the Katheryne B. Willock Trust dated March 22, 1991 ("Trust").

***Project Title/Description:**

Acquisition of Willock Open Space Property, aka the Tesoro Nueve Ranch. Acq-0591. Supervisor District No. 4.

***Purpose:**

Pima County Regional Flood Control District ("District") and Pima County, ("County") collectively, as Buyer, wish to enter into a Purchase Agreement with Trust, as Seller, for the purchase of approximately 1,476 fee acres, and an Assignment of two Arizona State Land Grazing Leases aggregating approximately 1,807 acres, located generally in the Redington Pass area in the San Pedro watershed (the "Property"). The Property is surrounded by County and District conservation lands and the Coronado National Forest and would create a large contiguous area for the protection of riparian and water resources. The total purchase price is \$1,555,000.00, with \$488,000 to be paid by District, and the balance of the purchase price, in the amount of \$1,067,000.00, to be paid by County at Closing, which is scheduled to occur on or before August 17, 2018. County will also pay closing costs, not to exceed \$3,500.00. The Property will be allocated proportionately between District and County as set forth in the Purchase Agreement.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

The purchase of this Property will protect riparian and water resources and reduce the threat of development of Buehman Canyon water, an important natural area. This acquisition will consolidate ownership with the adjacent District-owned and County-owned property.

***Public Benefit:**

The acquisition will provide protection of springs and streams, dense riparian vegetation, and floodprone land that supports several vulnerable species covered by the County's Section 10 permit, as well as neotropical songbirds, black bear and large troops of coatimundi. The property will serve as mitigation for public works projects under the Section 10 Permit. Its status as a priority conservation area for aquatic species also makes this property particularly important mitigation area for District projects.

***Metrics Available to Measure Performance:**

The Property was appraised by Paul A. Groseta of Headquarters West, LTD., in the amount of \$1,555,000.

***Retroactive:**

No.

JUN 19 2018 10:03 AM
KCFB
HFB

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18*0421

Effective Date: 6/19/2018 Termination Date: 8/17/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 1,558,500.00 Revenue Amount: \$ _____

*Funding Source(s) required: County Administration Special Revenue Fund and Regional Flood Control Tax Levy.

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)? _____

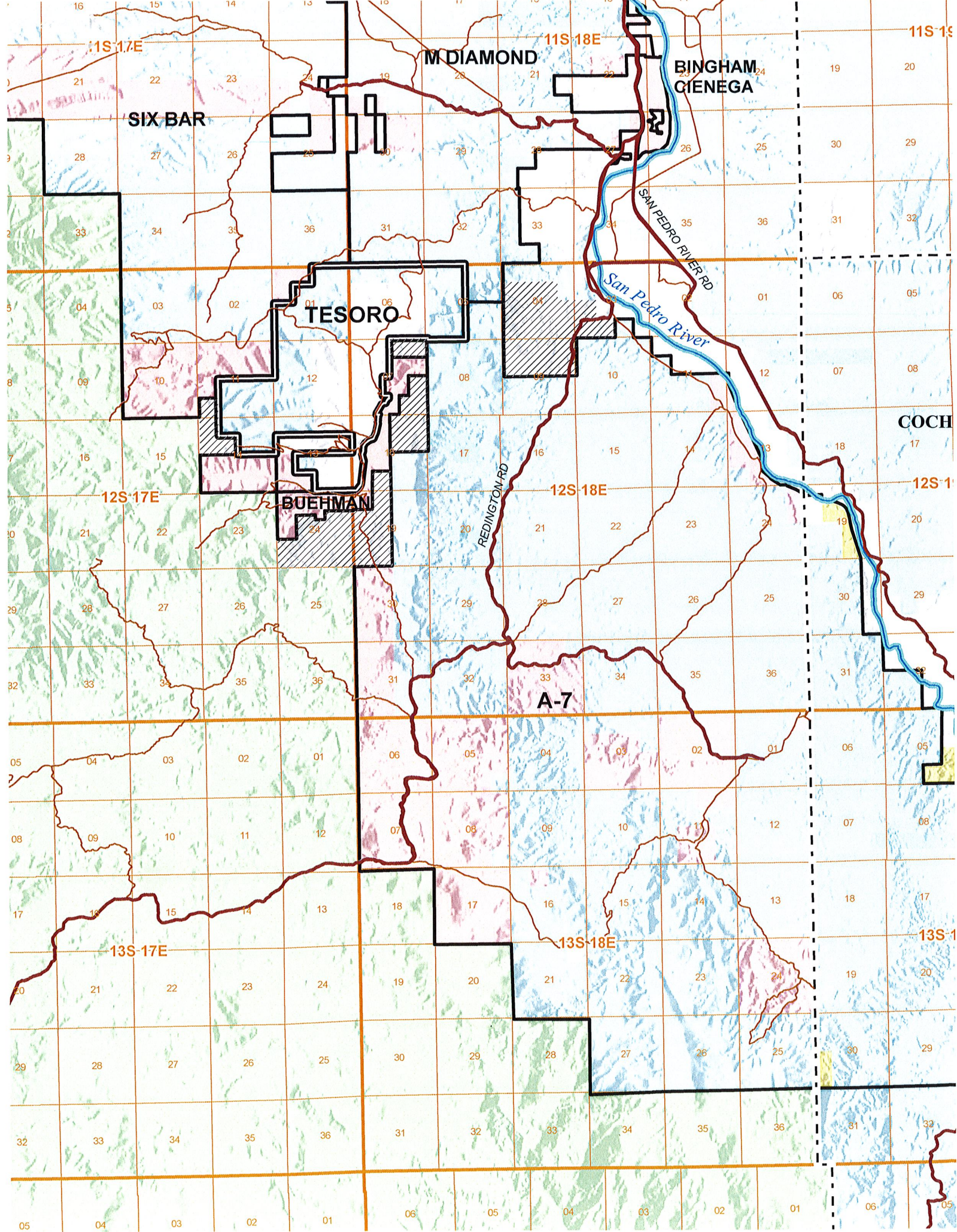
Contact: Michael D. Stofko

Department: Real Property Telephone: 520-724-6667

Department Director Signature/Date: [Signature] 6/15/2018

Deputy County Administrator Signature/Date: [Signature] 6/16/18

County Administrator Signature/Date: [Signature] 6/16/18
(Required for Board Agenda/Addendum Items)



RESOLUTION AND ORDER NO. 2018 - _____

RESOLUTION AND ORDER NO. 2018FC - _____

JOINT RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS AND THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT BOARD OF DIRECTORS APPROVING THE ACQUISITION OF APPROXIMATELY 1,476 ACRES OF REAL PROPERTY FROM ROBBY ADAMSON, AS SUCCESSOR TRUSTEE OF THE KATHERYNE B. WILLOCK TRUST DATED MARCH 22, 1991, BY PIMA COUNTY AND THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, AND DESIGNATING THE PROPERTY AS PART OF THE COUNTY PARKS SYSTEM

The Board of Supervisors of Pima County, Arizona (“County”) and the Board of Directors of the Regional Flood Control District of Pima County, Arizona (“District”) jointly find:

1. Robby Adamson, as successor trustee of the Katheryne B. Willock Trust dated March 22, 1991 (“Seller”) owns several contiguous parcels of land, in fee, aggregating approximately one-thousand four-hundred seventy-six (1,476) acres, which land was formerly part of the Tesoro Nueve Ranch, along with an associated Arizona State Land Department Grazing Lease and Special Land Use Permit (collectively, the “Property”);
2. Seller is desirous of conveying to the District and County, by sale, the entirety of the Property;
3. District and County are, collectively, desirous of purchasing the Property from Seller;
4. District, County and Seller have agreed upon the terms of a Purchase Agreement to effectuate the conveyance of the Property to the District and County;
5. County and District have the authority under A.R.S. Section 11-932 and A.R.S. Section 48-3603, respectively, to acquire lands, and County has the authority under A.R.S. Section 11-932 to dedicate the same as Parks; and

6. The Property is being acquired for open space and conservation values and will be administered by the Pima County Department of Natural Resources, Parks and Recreation;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Purchase Agreement is hereby approved.
2. The Chairman of the Pima County Regional Flood Control District Board of Directors and of the Pima County Board of Supervisors is hereby authorized and directed to sign the Purchase Agreement on behalf of the District and the County, respectively, accepting title to the Property.
3. The Chairman of the Pima County Regional Flood Control District Board of Directors and of the Pima County Board of Supervisors is also hereby authorized to sign any and all additional documents related to the acquisition of the Property for the District and the County, respectively.
4. The Pima County Board of Supervisors and the Pima County Regional Flood Control District Board of Directors hereby jointly designate the Property, as and when the Deeds are recorded, as part of the Pima County Parks System.
5. The various officers and employees of County and District are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this _____ day of June, 2018.

PIMA COUNTY BOARD OF SUPERVISORS:

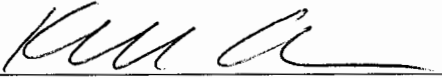
Richard Elias, Chairman

Date: _____

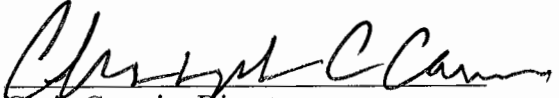
ATTEST:

Julie Castaneda
Clerk of the Board

APPROVED AS TO FORM:


Kell Olson
Deputy County Attorney

APPROVED AS TO CONTENT:


Chris Cawein, Director
Pima County Natural Resources
Parks and Recreation Department

**PIMA COUNTY REGIONAL FLOOD CONTROL
DISTRICT BOARD OF DIRECTORS:**

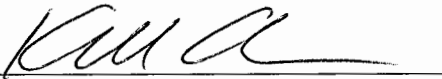
Richard Elias, Chairman

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board

APPROVED AS TO FORM:


Kell Olson
Deputy County Attorney

APPROVED AS TO CONTENT:


Suzanne Shields, Director
Pima County Regional Flood Control
District

**PIMA COUNTY DEPARTMENT OF:
REAL PROPERTY SERVICES**

PROJECT: Acquisition of Land

**SELLER: Robby Adamson, as Successor
Trustee of the Katherine B. Willock Trust,
dated March 22, 1991**

**AMOUNT: Maximum \$1,558,500.00
including closing costs**

CONTRACT

NO. CT. PW-18-421

AMENDMENT NO. _____

This number must appear on all
Invoices, correspondence and
documents pertaining to this
contract.

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement ("**Agreement**") is made between PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"); PIMA COUNTY, a political subdivision of the State of Arizona ("**County**"); and ROBBY ADAMSON, SUCCESSOR TRUSTEE OF THE KATHERYNE B. WILLOCK TRUST DATED MARCH 22, 1991 ("**Seller**"), or assigns. District and County are hereinafter collectively referred to as "**Buyer**". Buyer and Seller are collectively referred to herein as the "**Parties**"; and individually as a "**Party**".

2. **BACKGROUND AND PURPOSE.** The Parties acknowledge that the following statements are true and correct:

2.1. Seller owns all right, title and interest in the real property in Pima County, Arizona described in **Exhibit A** and depicted on **Exhibit A-1**, consisting of the following parcels, all of which, together with all improvements located thereon, and all wells, water rights and mineral rights appurtenant to or associated with said parcels are hereinafter referred to as the "**Land**."

2.2. Seller is the Lessee under Arizona State Land Department Grazing Lease Number 05-2390 and Special Land Use Permit No. 23-106640.05 (the "**Leases**").

2.3. The Land and the Leases are at times referred to in this Agreement, collectively, as the "**Property**".

EXEMPTION: A.R.S. §11-1134.A.3	FCD Bd of Directors: 6/19/2018	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MDS	Acq-0591	Activity # Pr-0042
		P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

2.4. The purpose of this Agreement is to set forth the terms and conditions upon which Seller will sell the Property to Buyer.

3. **AGREEMENT DATE.** This Agreement is effective on the date Seller and Buyer have executed this Agreement (the "**Agreement Date**"). The date Buyer executes is the date the Chairman of the Pima County Regional Flood Control Board of Directors, and the Chairman of the Pima County Board of Supervisors, signs this Agreement.

4. **PURCHASE PRICE; PROPERTY ALLOCATION.** The purchase price of the Property is One Million, Five Hundred Fifty-Five Thousand Dollars (\$1,555,000.00) (the "**Purchase Price**"). The Purchase Price shall be allocated between District and County as follows:

4.1. District shall pay the sum of Four Hundred and Eighty-eight Thousand Dollars (\$488,000.00) for the portion of the Land on **Exhibit D**.

4.2. County shall pay the balance of the Purchase Price, in the amount of One Million Sixty-seven Thousand Dollars (\$1,067,000.00) for the portion of the Land on **Exhibit E**, and for the Leases.

5. **SELLER'S COVENANTS.**

5.1. No Salvage. Seller will not salvage or remove any fixtures, improvements, or vegetation from the Property, but this does not prohibit Seller from removing personal property prior to the Closing. In addition, prior to Closing, the Seller will not materially degrade the Property or otherwise change it in any material aspect.

5.2. Risk of Loss for Damage to Improvements. Seller bears the risk of loss or damage to the Property prior to Closing. After Closing, the risk of loss or damage to the Property rests with Buyer.

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

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

5.5. No Encumbrances. Seller will not encumber the Property with any lien that Seller will be unable to cause to be released before Closing, and Seller is not entitled to sell or exchange all or any portion of the Property before Closing.

5.6. Removal of Livestock. Seller will remove all livestock from the Property prior to the date of Closing.

6. **ESCROW AND TITLE.**

6.1. Escrow and Title Agent. The Title Agent and Escrow Company will be Pioneer Title Agency, Inc. ("**Title Company**"), Kim Moss ("**Escrow Agent**") and this Agreement will become the escrow instructions in connection with the escrow established with Escrow Agent under this Agreement (the "**Escrow**"). Escrow Agent will make reasonably suitable arrangements with the Parties, upon the request of either Party, to have that Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Escrow Agent that is located the closest to the location of that Party.

6.2. Title Commitment.

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

6.2.2. *PERMITTED EXCEPTIONS*. Seller will deliver title to the Property at Closing subject only to the exceptions listed on **Exhibit B** hereto (the "**Permitted Exceptions**").

6.2.3. *AMENDED COMMITMENT*. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an Exception(s) not previously disclosed, Buyer will have five (5) days after receipt of the Amended Commitment and the new Exceptions (the "Disapproval Period") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new Exceptions shown thereon (the "Disapproval Notice"). In the event of such disapproval, Seller will have ten (10) days from the date of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "Notice Period"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time, or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the escrow will be canceled. If the Amended

Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing will be extended until the end of the Disapproval Period and the Notice Period, if applicable.

6.2.4. *MONETARY LIENS.* Notwithstanding the above, Buyer need not expressly object to any monetary liens and encumbrances on the Property, all of which Seller must remove before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

6.3. Title Policy. At Closing, Escrow Agent will furnish Buyer a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions in the Policy, Seller to pay the cost of said Policy.

7. **CLOSING.**

7.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") will take place at the offices of Escrow Agent no later than August 17, 2018, unless the Parties otherwise agree.

7.2. Closing Costs. Seller and Buyer will equally divide all escrow fees, and the Escrow Agent will allocate all recording and other costs related to the Closing in a manner customary with Escrow Agent's procedures in Pima County, Arizona. Buyer's share of closing costs are not expected to exceed \$3,500.00.

7.3. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any, will be prorated as of the date of the Closing. If Seller's entire owned parcel is larger than the Land, then the proration of taxes will be for the proportion of taxes assessed against Seller's entire parcel which is attributable to the Property.

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

7.4.1. The Purchase Price; and

7.4.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the Purchase.

7.5. Deliveries by Seller at Closing. At Closing, Seller or Escrow Agent, as appropriate, will deliver to Buyer through Escrow the following:

7.5.1. Executed Special Warranty Deeds in the form of **Exhibit C** attached, conveying fee simple title to the Land to District and County, subject only to the Permitted Exceptions;

7.5.2. One or more assignments of all the well registrations and all the water rights certificated or claimed in which Seller has an interest and appurtenant to the Land, if any;

7.5.3. An assignment of the Leases to County; and

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

7.6. Delivery of Possession. Seller will deliver possession of the Property to Buyer at Closing.

8. **ENVIRONMENTAL LIABILITIES.** Buyer and Seller agree that neither Party is assuming any obligation of the other Party relating to any potential liability, if any, arising from the environmental condition of the Property, each Party remaining responsible for its obligations as set forth by law. After Closing, Buyer shall hold harmless and indemnify Seller from any and all future environmental claims that may arise, including but not limited to pollution of Buehman Creek, unless said claim(s) result from environmental conditions proven to have existed prior to Closing.

9. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

9.1. Seller hereby warrants, to the best of its knowledge and belief (but without having undertaken any independent inquiry), that, except as disclosed in writing to Buyer within ten (10) days of the Agreement Date:

9.1.1. it is aware of no environmental conditions on the Property that would constitute a violation of any environmental law of the United States or the State of Arizona and has no knowledge of any pending or threatened proceeding by any agency, court or other governmental entity related to environmental conditions on the Property;

9.1.2. it is aware of no pollutants, contaminants, toxic or hazardous substances, and that during Seller's ownership of the Property no wastes or materials have been stored, used or are located on the Property, or within any surface or subsurface waters thereof; and that no underground storage tanks have been located on the Property except for a septic tank;

9.1.3. it is not aware of any pending or threatened administrative proceedings, arbitrations, lawsuits or other legal proceedings or claims by governmental agencies or third parties concerning the Property which would in any way affect, encumber or limit Buyer's fee title ownership of the Property;

9.1.4. it has no knowledge of any notice of violations from any governmental agency of any applicable local, state or federal ordinance, statutes, regulations or rules whether filed or threatened regarding the Property, except for a complaint with the Arizona Department of Water Resources which has been disclosed to Buyer; and

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

9.2. Seller represents that there are no leases, rental agreements, or agreements permitting someone to use or occupy any portion of the Property.

9.3. All representations and warranties contained herein will survive the Closing.

10. **BROKER'S COMMISSION.** No broker or finder has been used and Buyer owes no brokerage or finder's fees related to this transaction. Seller has sole responsibility to pay all brokerage or finder's fees to any agent that Seller may have employed.

11. **DEFAULT, REMEDIES, AND CONDITIONS PRECEDENT.** In the event either Party defaults under this Agreement, the other Party will be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement, except that to the extent a Party seeks a recovery of damages, damages are limited to recovery of actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitrage violations caused by a wrongful failure of Seller to perform) and neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

12. **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 thereof, the Parties will add them prior to Closing and they will be in form and substance reasonably satisfactory to the Parties.

<u>Exhibit A</u>	Description of Property
<u>Exhibit A-1</u>	Depiction Map of Property
<u>Exhibit B</u>	Permitted Exceptions

<u>Exhibit C</u>	Form of Deed for Property
<u>Exhibit D</u>	Depiction of Land acquired by District
<u>Exhibit E</u>	Depiction of Land acquired by County

13. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions apply to this Agreement:

13.1. Notices.

13.1.1. WRITING. All notices required or permitted to be given hereunder must be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, telecopy/fax to the telecopies/fax numbers indicated below or e-mail to the e-mail addresses indicated below).

13.1.2. RECEIPT. Such notices and other communications will be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by facsimile on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by facsimile on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (e) 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; (f) the next business day, if delivered by overnight courier; or (g) three (3) days following deposit in the mail, if delivered by mail postage prepaid, addressed to that Party at that Party's designated address. The designated address of a Party is 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 fifteen (15) days prior to the Agreement Date of such change, but no such notice of change is effective unless and until the other Parties receive it.

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

13.1.4. NOTICE TO ENTITY. Any notice to an entity will be deemed to be given on the date specified in this Paragraph 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 does not affect the effectiveness of such notice.

13.1.5. ADDRESS. Seller and Buyer agree that any notice sent on their behalf by their attorney, if listed below, will serve as notice by Seller or Buyer, as the case may be, to the other:

If to Seller:

Robby Adamson, Esq.
Duffield, Adamson & Helenbolt, P.C.
3430 E. Sunrise Drive, Suite 200
Tucson, AZ 85718
Telephone: 520-792-1181
Email: radamson@duffieldlaw.com

If to Buyer:

Neil J. Konigsberg, Manager
Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701-1207
Telephone: 520.740.6313
E-mail: Neil.Konigsberg@pima.gov

with a copy to:

Kell Olson, Deputy County Attorney
Pima County Attorney's Office, Civil Division
32 N Stone Ave, Suite 2100
Tucson, AZ 85701-1412
Telephone: 520.740.5750
E-mail: Kell.Olson@pcao.pima.gov

If to Escrow Agent:

Kim Moss, Escrow Agent
Pioneer Title Agency, Inc.
2502 E. River Road
Tucson, AZ 85718
Telephone: 520.797.2693
E-mail: kim.moss@pioneertitleagency.com

13.2. Place of Execution. This Agreement is made and executed in Pima County.

13.3. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any court action brought pursuant to this Agreement must be brought and maintained in a court in Pima County, Arizona.

13.4. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

13.5. Interpretation. This Agreement, and all the provisions of this Agreement, will be deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

13.6. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon his own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

13.7. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the terms and conditions of this Agreement.

13.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission of a counterpart signature page hereof.

13.9. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by the court and not by a jury, to which the prevailing Party may be entitled.

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

13.11. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as this Agreement expressly provides.

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

13.13. No Partnership. Nothing in this Agreement will be construed to create a partnership or joint venture, or to authorize any Party to act as agent for or representative of any other Party.

13.14. No Waiver. A Party may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party hereto to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such decisions or failures will give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

13.15. Breach. The repudiation, breach, or failure to perform any obligation arising under this Agreement by a Party after reasonable notice thereof will be considered a repudiation, breach, and failure to perform all of such Party's obligations arising under this Agreement.

13.16. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement. The failure to timely perform an obligation arising hereunder will be considered a failure to perform the obligation.

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

Buyer and Seller have executed this Agreement as of the dates set forth below.

**BUYER: PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT
a political taxing subdivision of the State of Arizona:**

Richard Elias
Chairman, Board of Directors

Date

ATTEST:

Julie Castaneda, Clerk of the Board

Date

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney, Civil Division

APPROVED AS TO CONTENT:



Suzanne Shields, Director
Pima County Regional Flood Control District

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

Chairman, Board of Supervisors

Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:



Neil J. Konigsberg, Manager, Real Property Services



Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

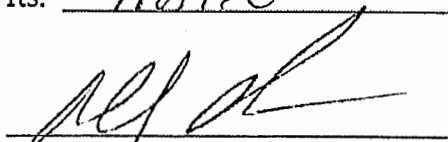


Kell Olson, Deputy County Attorney

SELLER:

**Robby Adamson, Successor Trustee
Of the Katheryne B. Willock Trust dated
March 22, 1991:**

BY: Robby Adamson
Its: Trustee



Signature

6-4-18

Date

Tax Parcel Numbers: 205-24-0060; -0070; -0050; -0100; and 011G; 205-25-0010; -002A; and 205-23-0050; -0060; and 0080. Arizona State Land Department Grazing Lease No. 05-2390; Special Land Use Permit No. 23-106640.05

Pioneer Title Agency, Inc.
Order Number: 204531 KM

**EXHIBIT A
LEGAL DESCRIPTION**

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

Parcel IA:

The Southeast Quarter of the Southeast Quarter of Section 6, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

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

Parcel IB:

An easement for ingress and egress, created by Judgment recorded in Docket 8357 at page 2158 and being appurtenant to Parcel IA, through and over that undefined dirt roadway know and described as Carpenter Springs Road in Section 6, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

Parcel 2:

Lot 1; The Southeast Quarter of the Northeast Quarter; The Southwest Quarter of the Northeast Quarter; The Southwest Quarter; The West half of the of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 6, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

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

Parcel 3:

The South half of the Northwest Quarter of Section 6, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

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

**EXHIBIT A
(Continued)**

Parcel 4:

The West half of the West half of Section 18, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT that portion thereof lying East of the center line of Buehman Canyon, as described in Deed to Josephine Thomas Reeve recorded in Docket 422 at page 519;

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

Parcel 5:

The East half of the West half of Section 18, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT that portion thereof lying East of the center line of Buehman Canyon, as described in Deed to Josephine Thomas Reeve recorded in Docket 422 at page 519;

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

Parcel 6:

The Northwest Quarter of Section 7, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

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

Parcel 7A:

The North half of the Southwest Quarter of Section 7, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT any portion thereof lying East of a permanent fence which runs in a general Northerly and Southerly direction through the West half of said Section 7, as described in Deed recorded in Docket 422 at page 519;

And

All of the Southwest Quarter of the Southwest Quarter and that portion of the Southeast Quarter of the Southwest Quarter of Section 7, Township 12 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Westerly from the following described line:

**EXHIBIT A
(Continued)**

Beginning at a point on the South line of said Southeast Quarter which point is South 89 degrees 59 minutes 07 seconds West, 931.71 feet from the South Quarter corner of said Section 7;

Thence North 08 degrees 09 minutes 11 seconds East, 100.42 feet;

Thence North 29 degrees 16 minutes 43 seconds East, 690.80 feet;

Thence North 56 degrees 06 minutes 01 seconds East, 197.00 feet;

Thence South 80 degrees 02 minutes 49 seconds East, 96.00 feet;

Thence North 24 degrees 14 minutes 28 seconds East, 185.00 feet;

Thence North 34 degrees 19 minutes 58 seconds East, 197.00 feet;

Thence North 88 degrees 17 minutes 17 seconds East, 62.90 feet;

Thence North 02 degrees 40 minutes 34 seconds West, 144.31 feet;

Thence North 08 degrees 34 minutes 09 seconds East, 49.77 feet to the North line of said Southeast Quarter;

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

Parcel 7B:

An easement for diversion of water and right to use water, for livestock purposes, from the well located, more or less, 100 feet West and 200 feet South of the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 7, Township 12 South, Range 18 East, of the Gila and Salt River Meridian, Pima County, Arizona.

Parcel 8:

The Northeast Quarter of Section 12, Township 12 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

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

EXHIBIT A
(Continued)

Parcel 9A:

The Southeast Quarter of Section 12, Township 12 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, and all minerals, as reserved in the Patent from the United States of America.

Parcel 9B:

The North half of the Northeast Quarter of Section 13, Township 12 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, and all minerals, as reserved in the Patent from the United States of America.

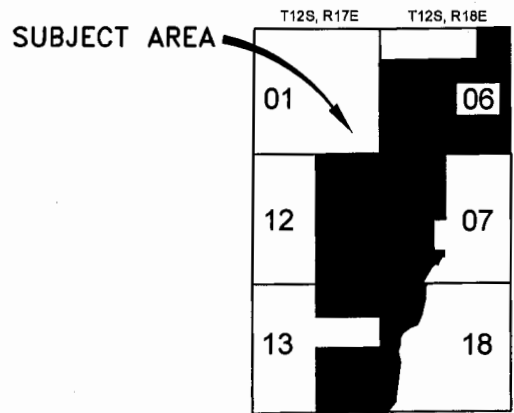
Parcel 10:

The Southeast Quarter of Section 13, Township 12 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona;

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, and all minerals, as reserved in the Patent from the United States of America.

SECTIONS 12 & 13
TOWNSHIP 12 SOUTH
RANGE 17 EAST

SECTIONS 06,07, & 18
TOWNSHIP 12 SOUTH
RANGE 18 EAST



G&SR&M
PIMA COUNTY, ARIZONA

 PROPOSED ACQUISITION

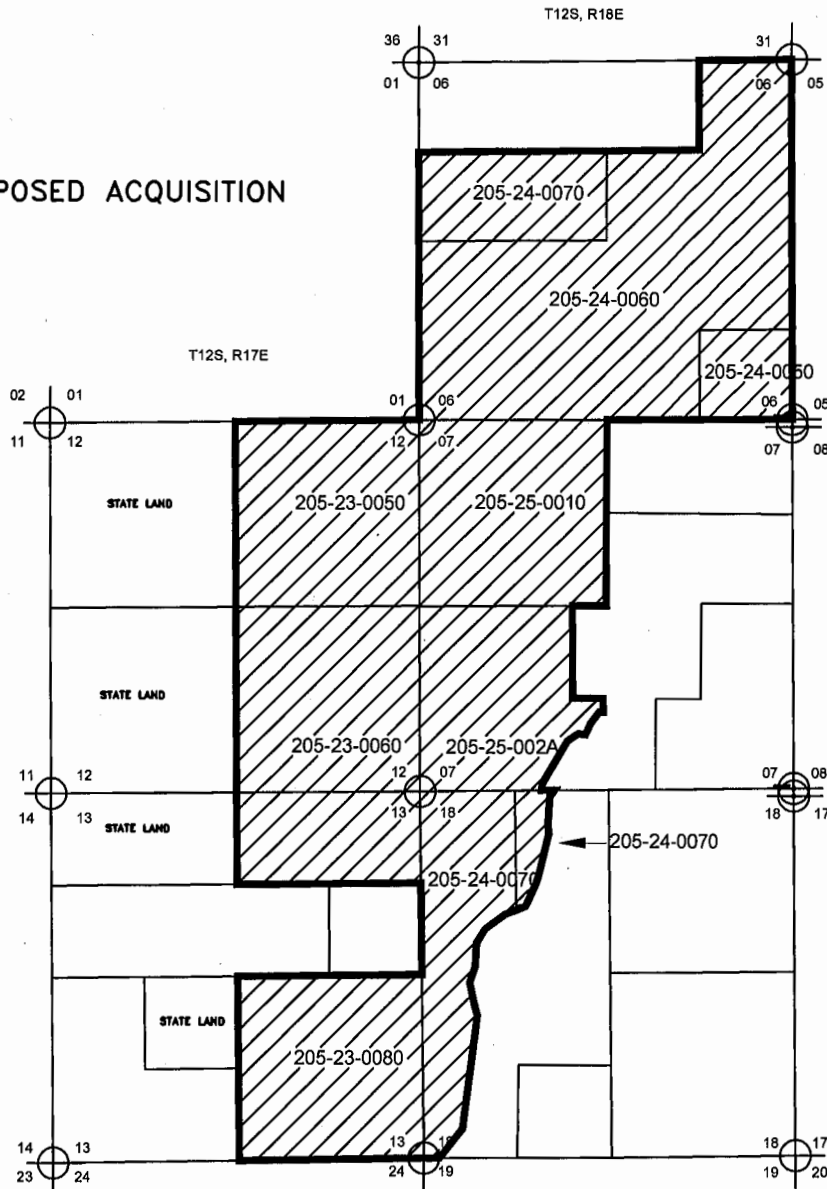


EXHIBIT "A-1"



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT



Order Number: 204531 KM
Escrow Officer: Kim Moss at (520) 797-2693
Fourth Amendment - amc

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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

(Note: The above Exceptions Nos. 2 through 6, inclusive, 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 the remaining Exceptions of this Commitment shown below.)

7. TAXES for the full year 2018, a lien.

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





Order Number: 204531 KM

Escrow Officer: Kim Moss at (520) 797-2693

SCHEDULE B, PART II

(Continued)

8. 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.

9. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof recorded in Book 119 of Deeds, page 443, in Book 180 of Deeds, page 25, in Book 202 of Deeds, page 480, in Book 318 of Deeds, page 157.

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

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

12. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion.

13. Any adverse claim based upon the assertion that said land, an any portion thereof, is now or at anytime has been included within navigable river, slough or other navigable body of water.

14. RIGHT of Entry to prospect for, mine and remove the minerals in said land as reserved in Patent recorded in Docket 1469 at page 385 and in Docket 1469 at page 386

15. Easement(s) for ingress and egress and rights incident thereto as set forth in Docket 6009 at page 403 and in Docket 9366 at page 3684
(Affects Parcels 4 and 5)

16. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Oil and Gas Lease as disclosed by instrument recorded in Docket 6850 at page 534.
(affects Parcels 2, 4 and 7)

17. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Agreement recorded in Docket 8264 at page 303.
(Affects Parcel 6)

18. Easement(s) for ingress and egress and rights incident thereto as set forth in Docket 8296 at page 3439 and in Docket 8296 at page 3446 and in Docket 8357 at page 2158.
(Affects Parcel 2 and 3)

19. Easement(s) for ingress and egress and rights incident thereto as set forth in Docket 11507 at page 1789.

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





TITLE RESOURCES

COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 204531 KM

Escrow Officer: Kim Moss at (520) 797-2693

SCHEDULE B, PART II

(Continued)

20. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Easement Agreement as disclosed by Assignment recorded in Docket 11639 at page 1673.
(affects Parcel 3)

21. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Certificate of Water Right recorded in Docket 11749 at page 3330 and in Docket 11749 at page 3332.
(affects Parcel 2)

22. Intentionally Deleted.

23. THE LACK of a legal right of access recorded in insurable form to and from said land to a public street.

24. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

25. The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property.

END OF SCHEDULE B, PART II

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

TRGC Form: Comm06 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016

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AMERICAN
LAND TITLE
ASSOCIATION



When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Robby Adamson, as Successor Trustee of the Katherine B. Willock Trust dated March 22, 1991, the "Grantor" herein, does hereby convey to PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** attached hereto.

Subject to all matters of record.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters set forth above.

Grantor _____
Date

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 6/19/18	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MS	File #: Acq-0591	Activity #: PR-0042	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

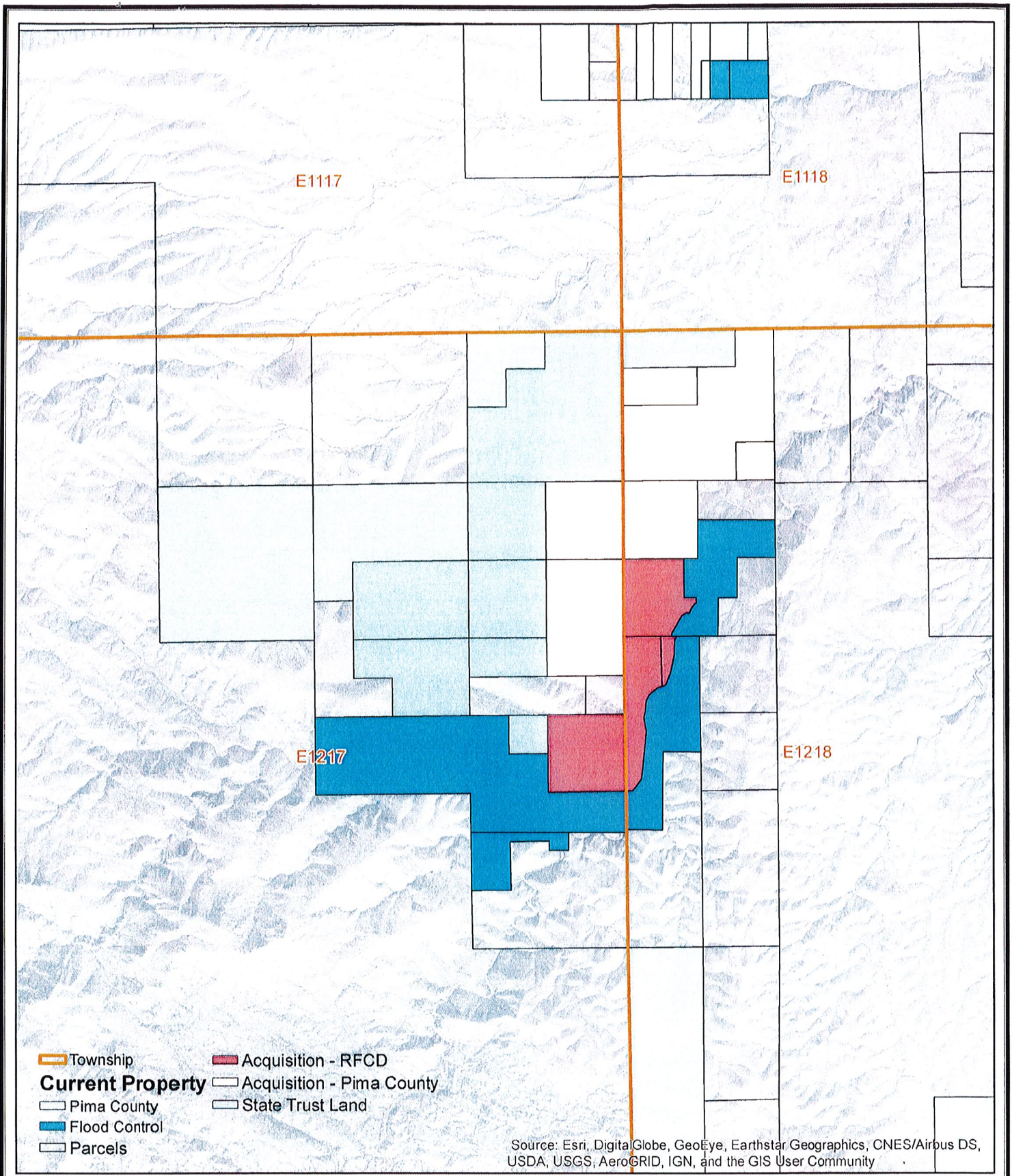
The foregoing instrument was acknowledged before me the ____ day of _____, 2018 by _____.

Notary Public

My Commission Expires: _____

EXHIBIT ONLY --- NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 6/19/18	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MS	File #: Acq-0591	Activity #: PR-0042	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>



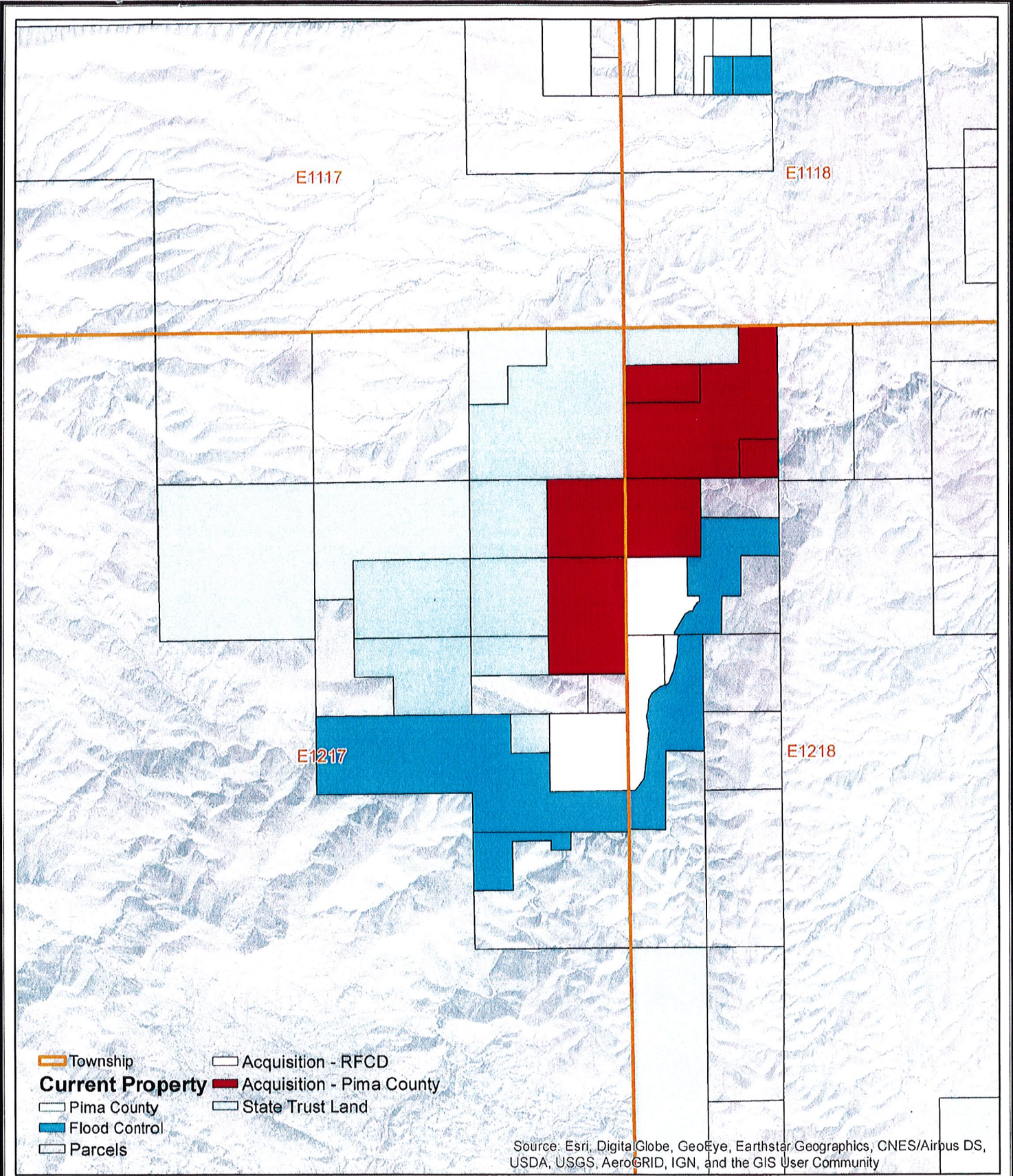


Exhibit E - Pima County Acquisition Area



The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. The Pima County Regional Flood Control District makes no claims regarding the accuracy of the information depicted herein.

This product is subject to the GIS Division Disclaimer and Use Restrictions.

Date: 6/13/2018