



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

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** July 5, 2022

*\* = Mandatory, information must be provided*

**or Procurement Director Award:** ☐

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

Pima County Flood Control District, a political taxing authority of the State of Arizona ("District")

**\*Project Title/Description:**

Exchange Agreement: Paradise Falls – Sale-0078

**\*Purpose:**

Pima County will acquire 5.299 acres of vacant property from the District ("Land") by exchange, which will be sold without auction per ARS 11-251(9) through an RFP process. In exchange for the Land the District will acquire ownership of seven (7) undeveloped Pima County owned properties totaling 226.4 acres that are impacted by floodzones.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

Real property will be acquired by Pima County from the District that will be sold through the RFP process, and District will acquire multiple properties impacted by floodzones.

**\*Public Benefit:**

The Land is proposed to be developed with various commercial uses that are accessible from and in service of the Chuck Huckelberry Loop and floodprone land will be removed from any potential future development.

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

Pima County will acquire 5.299 acres of land for the direct sale without auction through the RFP process and the District will acquire 226.4 acres of undeveloped property. The real property interests being exchanged have been appraised and determined to be of equivalent value. Pima County will pay up to \$900.00 in closing costs that will be processed as a separate Payment Request (PR) transaction.

**\*Retroactive:**

No

TO: COB 6-16-22 (1)

VERS: 1

PGS: 37

JUN16'22AM1110PD

**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: CTN Department Code: RPS Contract Number (i.e., 15-123): 22\*0183  
 Commencement Date: 07/05/2022 Termination Date: 07/04/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☒ Revenue Amount: \$ 0.00

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

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

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

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

**\*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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

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

Date: 6/15/2022

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

Date: 6/15/2022

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

Date: 6/15/2022



ADV Contract number: CTN-RPS-22\*0183

### **EXCHANGE AGREEMENT**

This Exchange Agreement (the "**Agreement**") is between, Pima County Flood Control District, a political taxing authority of the State of Arizona ("**District**"), and PIMA COUNTY, a political subdivision of the State of Arizona ("**County**") (collectively "**Parties**").

1. **Parties; Effective Date.** This Agreement will become effective on the date when all the Parties have signed it (the "**Effective Date**").

2. **Exchange Properties.**

2.1. District owns the property legally described on **Exhibit A** and depicted on **Exhibit A-1** (the "**District Property**").

2.2. Pima County owns seven parcels of real property in Pima County, Arizona, legally described in **Exhibits B through H** and depicted by **Exhibits B-1 through H-1**, which are hereinafter collectively referred to as the "**County Property**":

2.3. County and District shall exchange the County Property and the District Property pursuant to A.R.S. §11-251(44) and §48-3603(C)(2) (the "**Exchange**"). The County shall publish notice thirty days before the Exchange, listing the ownership and description of the above-described property.

3. **Vacant Land.** The Parties acknowledge that the District Property and the County Property are vacant land and that no personal property is being transferred.

4. **Inspection Rights.**

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

5. **Escrow and Title.**

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

5.2. Escrow and Title Agent. The Title Company and Escrow Agent shall be Stewart Title ("Title Company"), Paula Woodard ("Escrow Agent") and this Agreement shall be escrow instructions to Escrow Agent under this Agreement (the "Escrow").

5.3. Title Commitment.

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

5.3.2. *Permitted Exceptions*

5.3.2.1. District shall deliver title to the District Property at Closing subject to all matters of record, but the Closing shall be contingent upon County being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit K** hereto (the "**Permitted Exceptions to District Property**") and the title policy shall be in the amount of \$265,000.00.



5.3.2.2. County shall deliver title to the County Property at Closing subject to all matters of record, but the Closing shall be contingent upon District being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit L** hereto (the "**Permitted Exceptions to County Property**"), and the title policy shall be in the amount of \$265,000.00.

5.3.2.3. Each conveyance of the County Property and the District Property shall be by Special Warranty Deed subject to (a) the liens of real estate taxes, water, rent and sewer charges that are not yet due and payable; (b) all matters of record including the applicable Permitted Exceptions which were accepted by the Parties; and (c) all matters a survey or inspection of the Property would reveal. The Closing of this transaction shall be contingent upon the Title Company insuring title subject only to the Permitted Exceptions. The Special Warranty Deed to the District Property shall be in the form attached hereto as **Exhibit I**. The Special Warranty Deed to the County Property shall be in the form attached hereto as **Exhibit J**.

5.3.3. *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.

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

7. **Closing Documents.**

7.1. County shall execute and deliver to Escrow Agent a Special Warranty Deed conveying title to the County Property to District as provided in form attached hereto.

7.2. District shall execute and deliver to Escrow Agent Special Warranty Deed conveying title to the District Property as provided in form attached hereto

8. **Closing Date.** Closing pursuant to this Agreement shall take place after approval of Board of Supervisor's Hearing.

9. **Representations.**

9.1. 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.

9.2. Subject only to the representations of the Parties in this Agreement, 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. **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.

11. **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.

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

13. **Notices.**

13.1. 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 below).

13.2. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of America that any party from time to time may specify by written notice to the other party 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 party.

13.3. 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.

13.4. 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.

13.5. Address. County and District agree that any notice sent to the address set forth below shall serve as notice by County or NAME, as the case may be, to the other:

If to County:

Director  
Pima County Real Property Services  
201 N Stone Ave, 6th Floor  
Tucson, AZ 85701-1207  
Telephone: 520.724.6306  
E-mail: Jeffrey.Teplitsky@pima.gov

*with a copy to:*

Chief Civil Deputy Attorney  
Pima County Attorney's Office, Civil Division  
32 N Stone Ave, Suite 2100  
Tucson, AZ 85701-1412

If to Pima County Flood Control District:

Director  
Pima County Flood Control District  
201 N Stone Ave, 9<sup>th</sup> Floor  
Tucson, AZ 85701-1207  
Telephone: 520.724.4681  
E-mail: Suzanne.Shields@pima.gov

*with a copy to:*

Chief Civil Deputy Attorney  
Pima County Attorney's Office, Civil Division  
32 N Stone Ave, Suite 2100  
Tucson, AZ 85701-1412

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

employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

16. **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.

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

18. **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.

<b><u>Exhibit A</u></b>	<b>Legal Description of District Property</b>
<b><u>Exhibit A-1</u></b>	<b>Depiction of District Property</b>
<b><u>Exhibit B</u></b>	<b>Legal Description of County Property Parcel 1</b>
<b><u>Exhibit B-1</u></b>	<b>Depiction of County Property Parcel 1</b>
<b><u>Exhibit C</u></b>	<b>Legal Description of County Property Parcel 2</b>
<b><u>Exhibit C-1</u></b>	<b>Depiction of County Property Parcel 2</b>
<b><u>Exhibit D</u></b>	<b>Legal Description of County Property Parcel 3</b>
<b><u>Exhibit D-1</u></b>	<b>Depiction of County Property Parcel 3</b>
<b><u>Exhibit E</u></b>	<b>Legal Description of County Property Parcel 4</b>
<b><u>Exhibit E-1</u></b>	<b>Depiction of County Property Parcel 4</b>
<b><u>Exhibit F</u></b>	<b>Legal Description of County Property Parcel 5</b>
<b><u>Exhibit F-1</u></b>	<b>Depiction of County Property Parcel 5</b>
<b><u>Exhibit G</u></b>	<b>Legal Description of County Property Parcel 6</b>
<b><u>Exhibit G-1</u></b>	<b>Depiction of County Property Parcel 6</b>
<b><u>Exhibit H</u></b>	<b>Legal Description of County Property Parcel 7</b>
<b><u>Exhibit H-1</u></b>	<b>Depiction of County Property Parcel 7</b>
<b><u>Exhibit I</u></b>	<b>Form of Special Warranty Deed (District Property)</b>
<b><u>Exhibit J</u></b>	<b>Form of Special Warranty Deed (County Property)</b>
<b><u>Exhibit K</u></b>	<b>Permitted Exceptions to District Property</b>
<b><u>Exhibit L</u></b>	<b>Permitted Exceptions to County Property</b>

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

**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

APPROVED AS TO CONTENT:



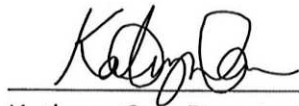
June 1, 2022

Suzanne Shields, Director

 6/15/2022

Carmine DeBonis, Deputy County Administrator

APPROVED AS TO FORM:



June 1, 2022

Kathryn Ore, Deputy County Attorney

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County Signatures Follow

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

\_\_\_\_\_  
Chair, Board of Supervisors

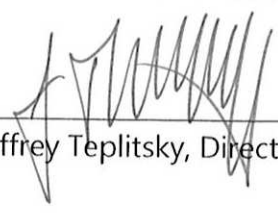
\_\_\_\_\_  
Date


ATTEST:

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

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

 6/15/2022  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator

APPROVED AS TO FORM:

 June 1, 2022  
\_\_\_\_\_  
Kathryn Ore, Deputy County Attorney

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Exhibits Follow



28 April 2022

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

All that portion of that parcel described as Parcel 2 in Docket 8364 at Page 1762 recorded in the office of the Pima County Recorder and being a portion of the Northwest Quarter of the Southwest Quarter of Section 27, Township 13 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**COMMENCING** at a found BCSM "RLS22245" on the centerline of Paradise Falls Drive as described in Docket 12215 at Page 82 at the intersection of the east line of said Northwest Quarter of the Southwest Quarter of Section 27 and to which a found BCSM "RLS17479" at the PC of said Paradise Falls Drive bears South 89°32'05" West a distance of 552.98 feet;

**THENCE** along said east line of the Northwest Quarter of the Southwest Quarter North 01°16'32" West a distance of 39.50 feet to the southeast corner of said Parcel 2 and the **POINT OF BEGINNING**;

**THENCE** along the south line of said Parcel 2 and the north right of way line South 89°32'05" West a distance of 519.05 feet to the southwest corner of said Parcel 2

**THENCE** along the west line of said Parcel 2 North 01°17'04" West a distance of 491.24 feet;

**THENCE** North 89°32'05" East a distance of 170.00 feet;

**THENCE** South 45°28'05" East a distance of 75.00 feet;

**THENCE** North 89°32'05" East a distance of 110.00 feet;

**THENCE** South 45°28'05" East a distance of 60.00 feet;

**THENCE** North 89°32'05" East a distance of 145.01 feet to a point on the east line of said Parcel 2;

**THENCE** along said east line South 01°16'32" East a distance of 395.79 feet to the **POINT OF BEGINNING**.

Said portion contains 5.299 acres., more or less.



## **EXHIBIT "A" continued**

RESERVING unto the Grantor a non-exclusive ingress/egress easement in, on, over, under, across and through the East 50 feet of the above-described property for public recreation, including the right to construct, install, maintain, repair, operate, replace and remove public recreation, flood control facilities and associated appurtenances.

ALSO RESERVING unto the Grantor a non-exclusive drainage easement in, on, over, under, across and through the West 40 feet of the above described property for the construction, installation, maintenance, repair, operation, replacement and removal of drainage facilities;

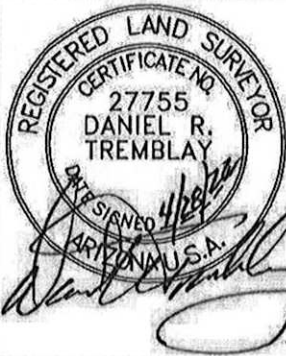
The Grantor's rights under the above reserved easements include:

- Placement of signage compatible with the above uses;
- The alteration of the grade and gradient of Grantee's property, including the dislocation and removal of soil and other materials, or the addition of fill materials;
- The installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related thereto;
- Access to easement areas by Grantor, its employees, contractors and consultants at all reasonable times consistent with the reserved rights;
- The right to establish and enforce regulations concerning use of the Property consistent with the reserved rights;

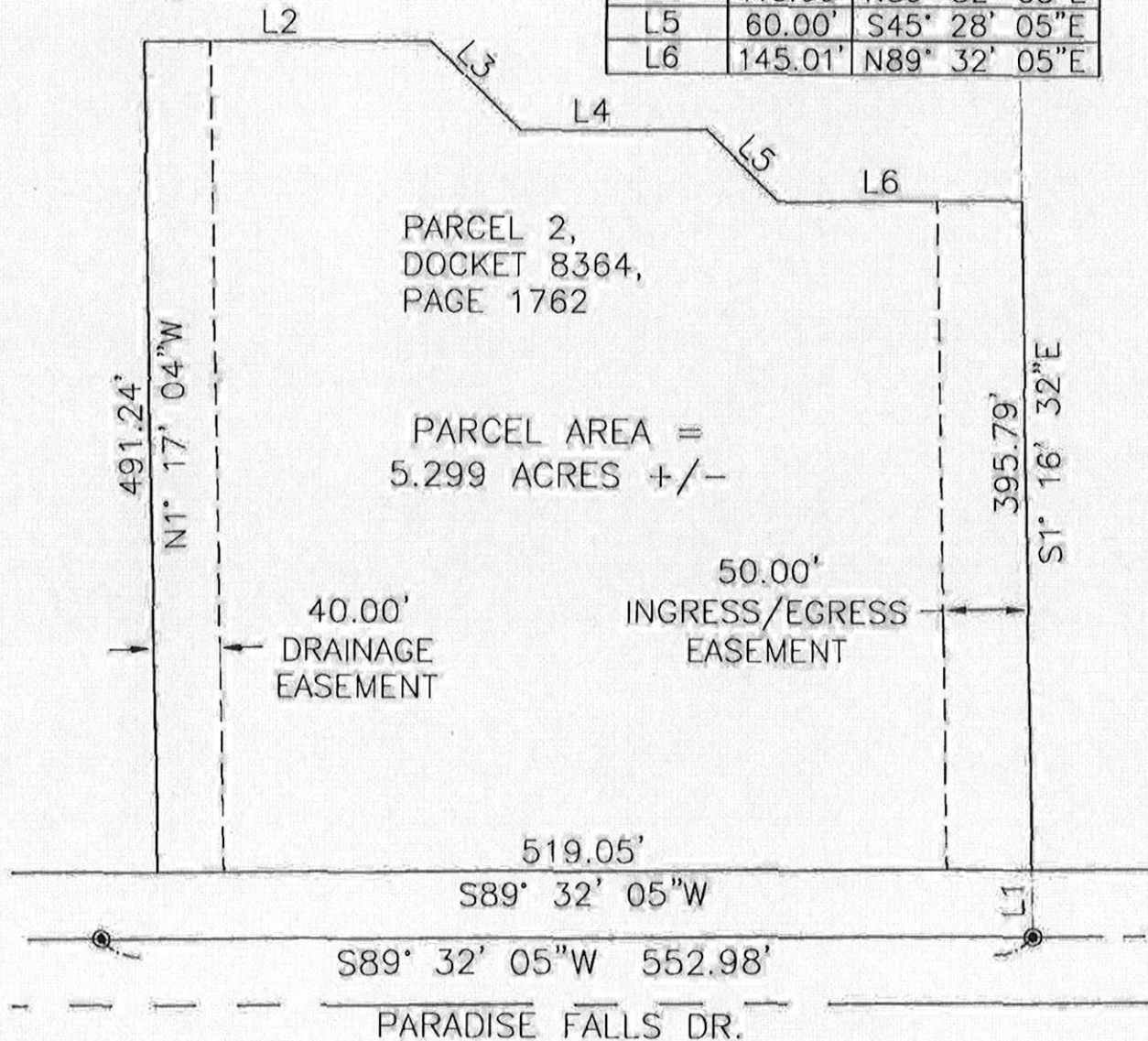
Use of Property by Grantor. Grantor may use the above defined easement areas for any purpose consistent with the reserved rights. Grantor shall not add or remove any fill, excavate within the easement areas, or use the easement areas for any other use that is inconsistent with the with the reserved rights and agree to keep the easement areas open and free from any obstruction or encroachment at all times.

# EXHIBIT A-1

## DEPICTION OF EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	39.50'	N1° 16' 32"W
L2	170.00'	N89° 32' 05"E
L3	75.00'	S45° 28' 05"E
L4	110.00'	N89° 32' 05"E
L5	60.00'	S45° 28' 05"E
L6	145.01'	N89° 32' 05"E



### PIMA COUNTY SURVEY

A PORTION OF A PARCEL PER DOCKET 8364 PAGE 1762  
LOCATED IN SECTION 27, TOWNSHIP 13 SOUTH, RANGE 14 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 30 November 2020

Drawn By: AJL

Sheet 3 of 3

## **EXHIBIT "B"**

Parcel 114-57-067A (Agua Caliente) Legal

A portion of the southeast quarter of the southwest quarter of Section 36, Township 13 South, Range 15 East, Gila and Salt River Meridian, Pima County Arizona, as described in Docket 10554 at Page 2329, records of Pima County, more particularly described as follows

That portion of the southeast quarter of the southwest quarter of Section 36, Township 13 South, Range 15 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona described as follows:

Beginning at the southwest corner of said southeast quarter of the southwest quarter;

Thence northerly along the west line of the southeast quarter of the southwest quarter, 50 feet to the TRUE POINT OF BEGINNING;

Thence easterly 50 feet from and parallel with the south line of the southeast quarter, of the southwest quarter, 1027.02 feet;

Thence northerly and parallel with the east line of the said southeast quarter of the southwest quarter, 544.8 feet;

Thence westerly and parallel with the north line of the southeast quarter of the southwest quarter, 300 feet;

Thence southerly and parallel with the east line of the southeast quarter of the southwest quarter, 181.5 feet;

Thence westerly and parallel with the north line of said southeast quarter of the southwest quarter, 240 feet;

Thence northerly and parallel with the east line of the southeast quarter of the southwest quarter, 12.6 feet;

Thence westerly and parallel with the north line of the southeast quarter of the southwest quarter, 485.19 feet to a point in the west line of said southeast quarter of the southwest quarter;

Thence southerly along said west line, 375.10 feet to the TRUE POINT OF BEGINNING.

Excluding therefrom all that portion of said southeast quarter of the southwest quarter as described in Sequence No. 20212790677.

Together with the Access Easement reserved in the Special Warranty Deed recorded in Sequence No. 20192520503.

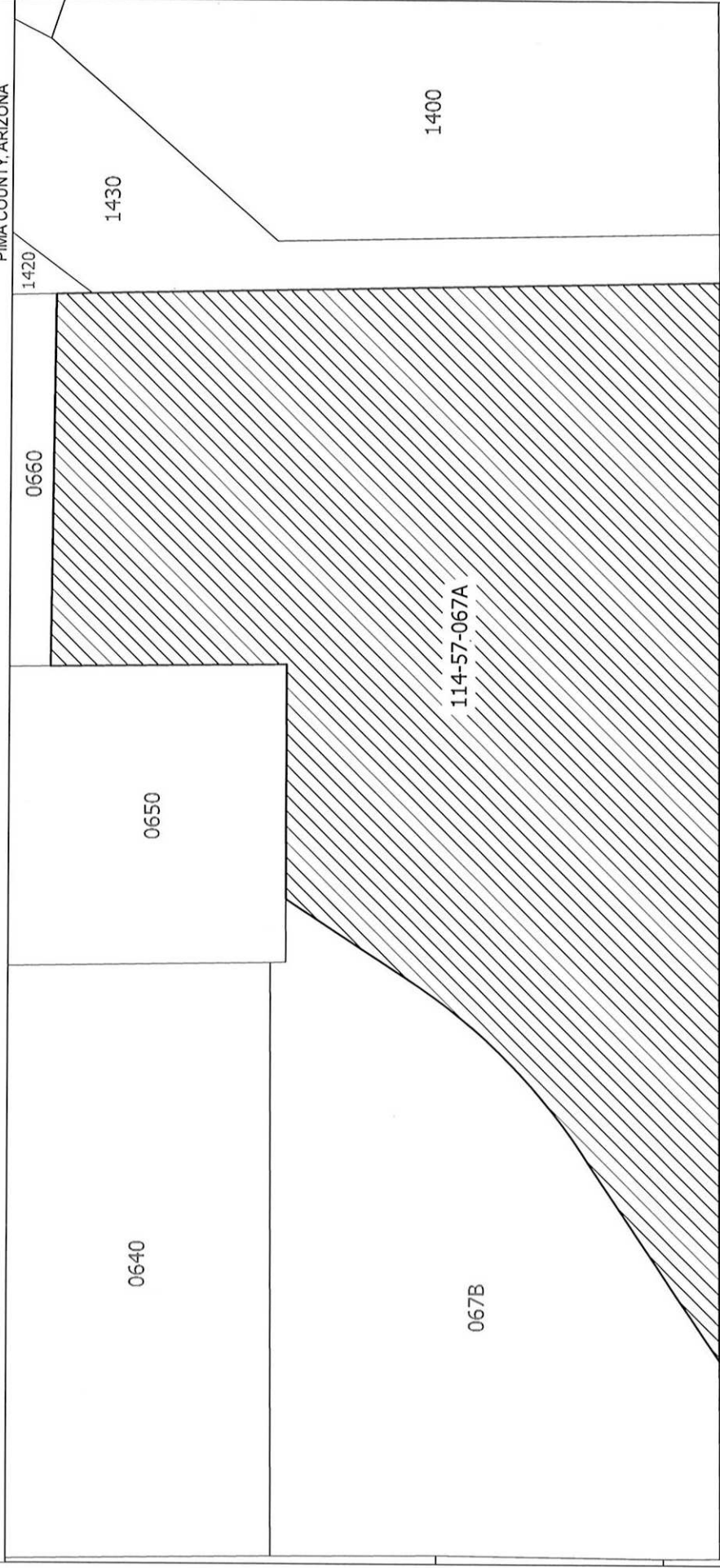
# EXHIBIT B-1

SECTION 36  
TOWNSHIP 13 SOUTH  
RANGE 15 EAST

SUBJECT AREA



SECTION 36 G&SRM  
PIMA COUNTY, ARIZONA



22022

## PIMA COUNTY DEPARTMENT OF TRANSPORTATION ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: A. JANSON

DATE: MAR 2022

### LEGEND



Subject Property

**EXHIBIT "C"**

Parcel 114-57-0660 (Agua Caliente) Legal Description:

A portion of the southeast quarter of the southwest quarter of Section 36, Township 13 South, Range 15 East, Gila and Salt River Meridian, Pima County Arizona, as described in Docket 8085 at Page 2331, records of Pima County, more particularly described as follows

The North 726 feet of the West 300 feet of the East 600 feet of the Southeast Quarter of the Southwest Quarter of Section 36, Township 13 South, Range 15 East, Gila and Salt River Base and Meridian, Pima County, Arizona.



# EXHIBIT C-1

SECTION 36  
TOWNSHIP 13 SOUTH  
RANGE 15 EAST

SUBJECT AREA



SECTION 36 G&SRM  
PIMA COUNTY, ARIZONA

610

600

590

650

114-57-0660

420

640

67A

430

920

910

400



22023

PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: A. JANSON

DATE: MAR 2022

## LEGEND

 Subject Property



## **EXHIBIT "D"**

### **Parcel 208-12-010D (Anza Park) Legal Description:**

All that portion of the south half of Section 14, Township 11 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, as described in Docket 4932 of at Page 462, records of Pima County, more particularly described as follows:

#### **Parcel 1:**

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima-County, Arizona.

#### **Parcel 2**

The Southwest Quarter of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter; EXCEPT the North 5 acres thereof, and

EXCEPT the Southeast Quarter of the Southeast Quarter of the Southeast Quarter, of Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

#### **Parcel 3**

The South Half of the Southwest Quarter of Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona. And, excluding therefrom the west 30 feet of said south half of Section 14. (Trico Road)

#### **Parcel 4**

All that part of the Northeast Quarter of the Southwest Quarter of Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona, as set forth in Deed recorded in Book 494 of Dockets at Page 448,

described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of the Southwest Quarter of said section;

thence Northerly along the West line of said Northeast Quarter of the Southwest Quarter, a distance of approximately 720 feet to the South bank of the Santa Cruz, as it now exists;

thence Southeasterly along the said South bank to the point of intersection with the South line of the Northeast Quarter of the Southwest Quarter;

thence Westerly along said South line, 1060 feet to the TRUE POINT OF BEGINNING; Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona. And, excluding therefrom the west 30 feet of said south half of Section 14. (Trico Road)

#### **Parcel 5**

The Northwest Quarter of the Southwest Quarter of said Section 14, Township 11 South, Range 10 East; EXCEPT the West 30 feet thereof; and EXCEPT the following described parcel:

Beginning at the point of intersection of the West line of the Northwest Quarter of the Southwest Quarter of said Section 14, with the North bank of the Santa Cruz River as it existed on August 4, 1952, being approximately 580 feet Southerly from the Northwest corner of said Southwest Quarter;

Thence Easterly and along said North bank of said Santa Cruz River, to its intersection with the East line of said Northwest Quarter of the Southwest Quarter;

Thence Northerly along the East line of the Northwest Quarter of the Southwest Quarter, a distance of 520 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter;

Thence Westerly along the North line of said Southwest Quarter to the Northwestern corner thereof;

Thence Southerly 580 feet, more or less, to the point of beginning; Section 14, Township 11 South, Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

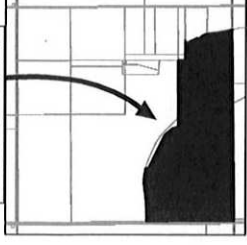
Excluding therefrom any portion of said south half lying within that portion as described in Sequence No. 20131780459 records of Pima County,

And, excluding therefrom the west 30 feet of said south half of Section 14. (Trico Road)

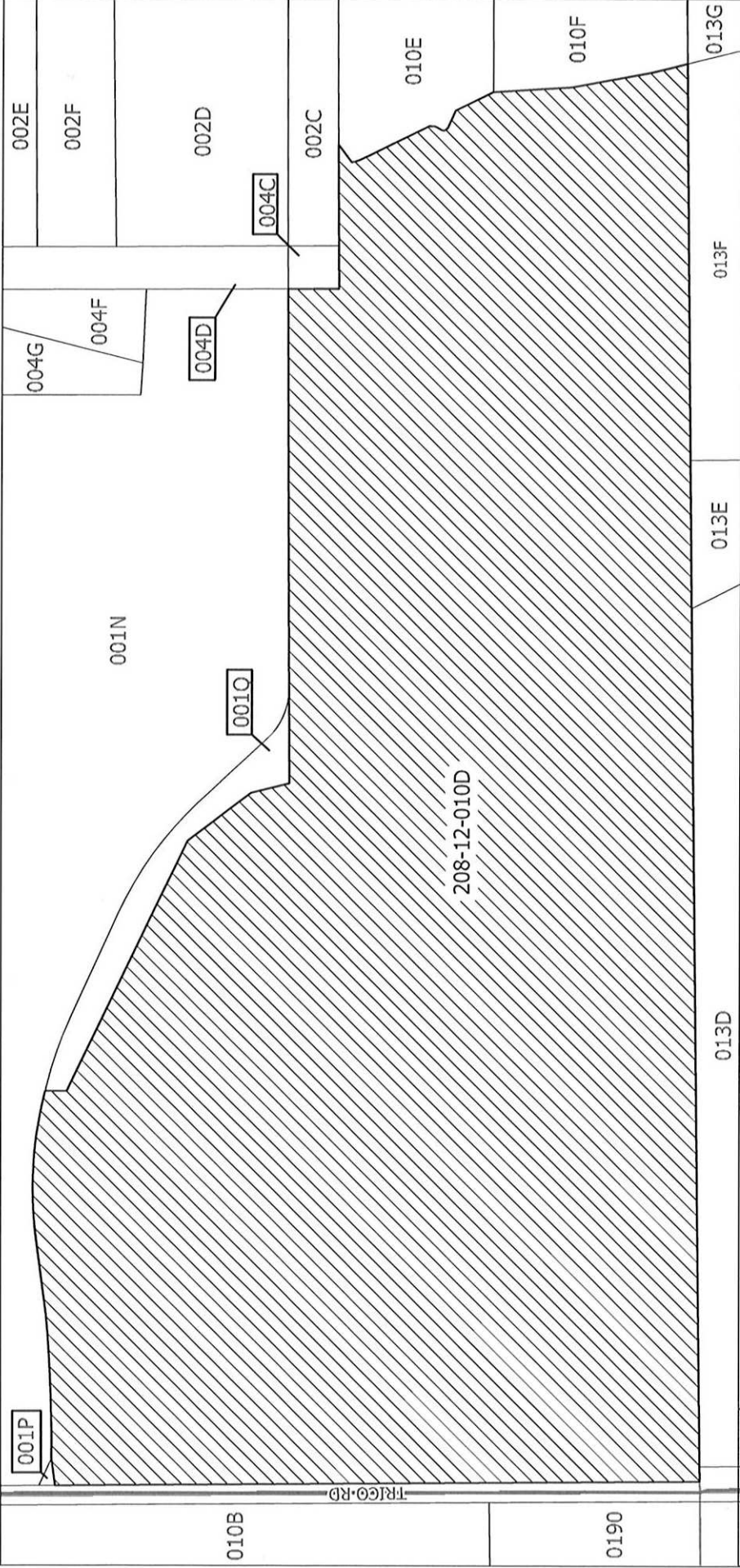
# EXHIBIT D-1

SECTION 14  
TOWNSHIP 11 SOUTH  
RANGE 10 EAST

SUBJECT AREA



SECTION 14 G&SRM  
PIMA COUNTY, ARIZONA



## PIMA COUNTY DEPARTMENT OF TRANSPORTATION ENGINEERING INFORMATION MANAGEMENT

### LEGEND

 Subject Property



22024

DRAWING NOT TO SCALE

DRAWN BY: A. JANSON

DATE: MAR 2022

**EXHIBIT "E"**

Parcel 133-03-332B (Doucette) Legal Description:

A portion of the northeast quarter of Section 2, Township 14 South, Range 15 East, Gila and Salt River Meridian, Pima County Arizona, as described in Docket 12457 at Page 305, records of Pima County, more particularly described as follows:

A portion of Block A as recorded in Book 49 of Maps and Plats at page 54 therein, Records of Pima County, Arizona, said portion being a part of the northeast one-quarter of Section 2, Township 14 South, Range 15 East, Gila and Salt River Meridian, Pima County Arizona, said portion being more particularly described as follows;

All of said Block A lying southerly and easterly of the following described line;

COMMENCING at the southwest corner of said Block A;

THENCE upon the West line of said Block A, N 00° 13' 34" E a distance of 928.81 feet to THE POINT OF BEGINNING;

THENCE leaving said west line, upon a line parallel with the north line of said Block A, N 89 °58' 21" E a distance of 226.58 feet;

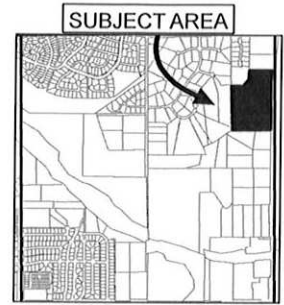
THENCE N 41° 27' 19" E a distance of 170.45 feet;

THENCE N 06° 38' 32" E a distance of 194.47 feet to an angle point in the north line of said Block A and THE POINT OF TERMINUS, the northeast corner of said Block A bears N 89° 58' 21" E a distance of 487.68 feet.

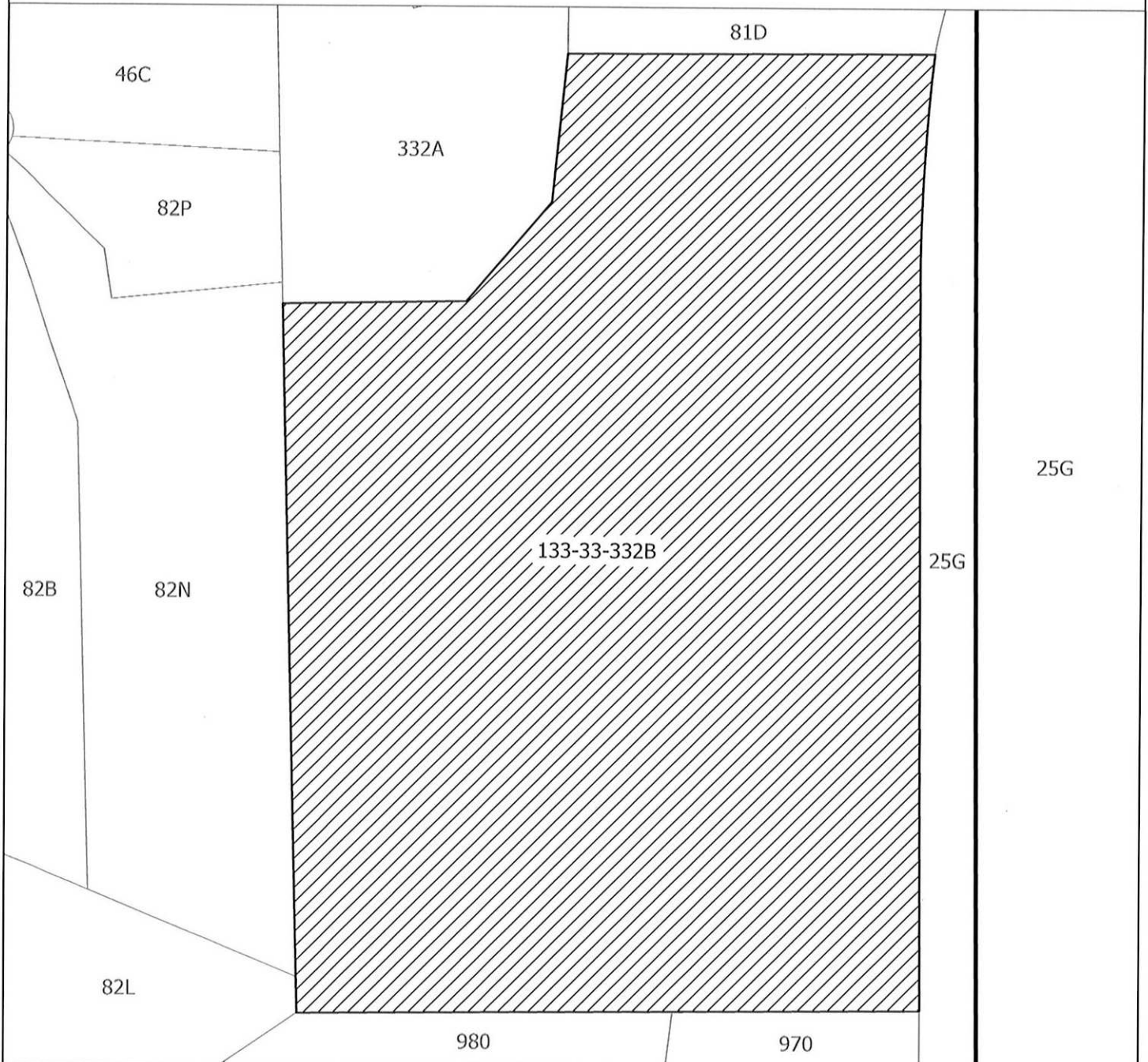
The herein described portion containing 914,760 square feet (21.0000 acres), more or less.

# EXHIBIT E-1

SECTION 02  
TOWNSHIP 14 SOUTH  
RANGE 15 EAST



SECTION 02 G&SRM  
PIMA COUNTY, ARIZONA



22025

PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: A JANSON

DATE: MAR 2022

## LEGEND

 Subject Property

**EXHIBIT "F"**  
**LEGAL DESCRIPTION**

A portion of the Northwest Quarter of Section 15, Township 13 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**Parcel 1**

The south 1020.00 feet of the East Half of the Northwest Quarter of Section 15, Township 13 South, Range 13 East, as described in Docket 8565 at Page 1035 and including "Tract A" and "Tract C".

**Parcel 2**

Tract "A" as described in said Docket 8565 at Page 1035;

**Parcel 3**

Tract "C" as described in said Docket 8565 at Page 1035;

**Parcel 4**

All that portion of Parcel "F" as described in Docket 9314 at Page 1209 described as follows:

**BEGINNING** at the southeast corner of that Parcel of Land as recorded in Docket 7682 at Page 1469, Pima County Recorder's office, Pima County, Arizona;

**THENCE** North 00°43'04" West, along the east line of said parcel of land, a distance of 16.66 feet to the north right-of-way line of Roller Coaster Wash as shown on the Pima County Improvement Plan W.O. 4BI'WLC;

**THENCE** South 77°03'20" West, along said North right-of-way line, a distance of 34.51 feet to the south line of said Parcel of land;

**THENCE** South 75°13'04" East, along said South line, a distance of 35.00 feet to the **POINT OF BEGINNING**.

Excepting from the above-described Parcels 1, 2, 3 and 4, the following:

Any portion thereof lying within Riverside Crossing, a subdivision as recorded in Book 52 of Maps and Plats at Page 15, and

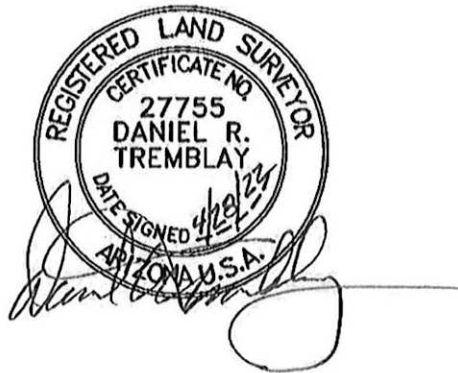
Any portion thereof lying within Riverside Crossing, a subdivision as recorded in Book 52 of Maps and Plats at Page 93, and

Any portion lying within Riverview Commons, a subdivision as recorded in Sequence No. 20123390282, and

Any portion lying within the north 150 feet of the east 240 feet of said south 1020 feet as described as Tract "B" recorded in said Docket 8565 at Page 1035, and

Any portion lying within Jaynes - Oracle Road (Oracle Jaynes Station Road) as defined in Road Establishment No. 0068, and

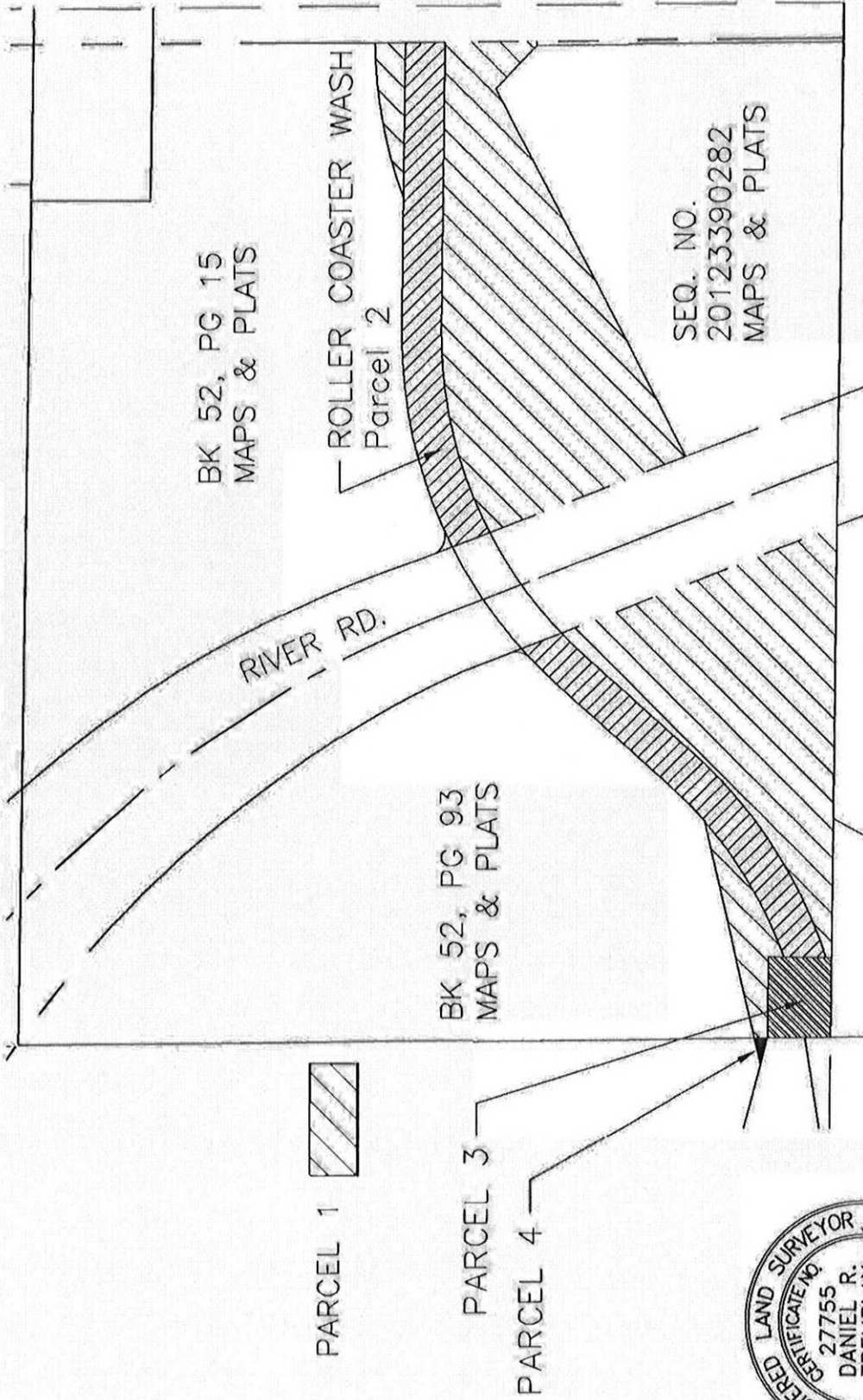
Any portion lying within River Road as defined in Pima County Department of Transportation roadway improvement project W.O. 4TRLLR bounded on the south by the south line of said Northwest Quarter of Section 15 and on the north by the north line of Tract "A" as described in Docket 8565 at Page 1035.





# EXHIBIT F-1

## DEPICTION OF EXHIBIT "F"



## PIMA COUNTY SURVEY

A PORTION OF THE NORTHWEST 1/4 OF SECTION 15,  
TOWNSHIP 13 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

### **EXHIBIT "G"**

Parcel 104-01-104F (River Rd.) Legal Description:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OS SECTION 15, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY ARIZONA, AS DESCRIBED IN DOCKET 9229 AT PAGE 762, RECORDS OF PIMA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, MARKED BY AN ALUMINUM CAPPED 5/8" REBAR STAMPED "NEWLIN 1918", WHICH IS THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01 DEG. 08 MIN. 40 SEC. EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 88.18 FEET TO A POINT MARKED BY AN ALUMINUM CAPPED 5/8" REBAR STAMPED "NEWLIN 1918", WHICH IS ON THE NORTH BOUNDARY OF THAT FIFTY FOOT WIDE ELECTRIC TRANSMISSION EASEMENT RECORDED IN DOCKET 3799 AT PAGE 618;

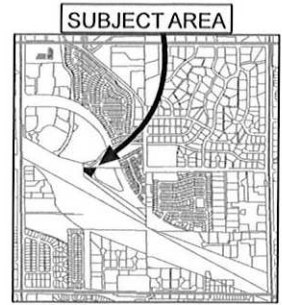
THENCE SOUTH 55 DEG. 50 MIN. 08 SEC. EAST, ALONG SAID FIFTY FOOT EASEMENT, A DISTANCE OF 200.00 FEET TO A POINT;

THENCE NORTH 28 DEG. 37 MIN. 33 SEC. EAST, A DISTANCE OF 224.88 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

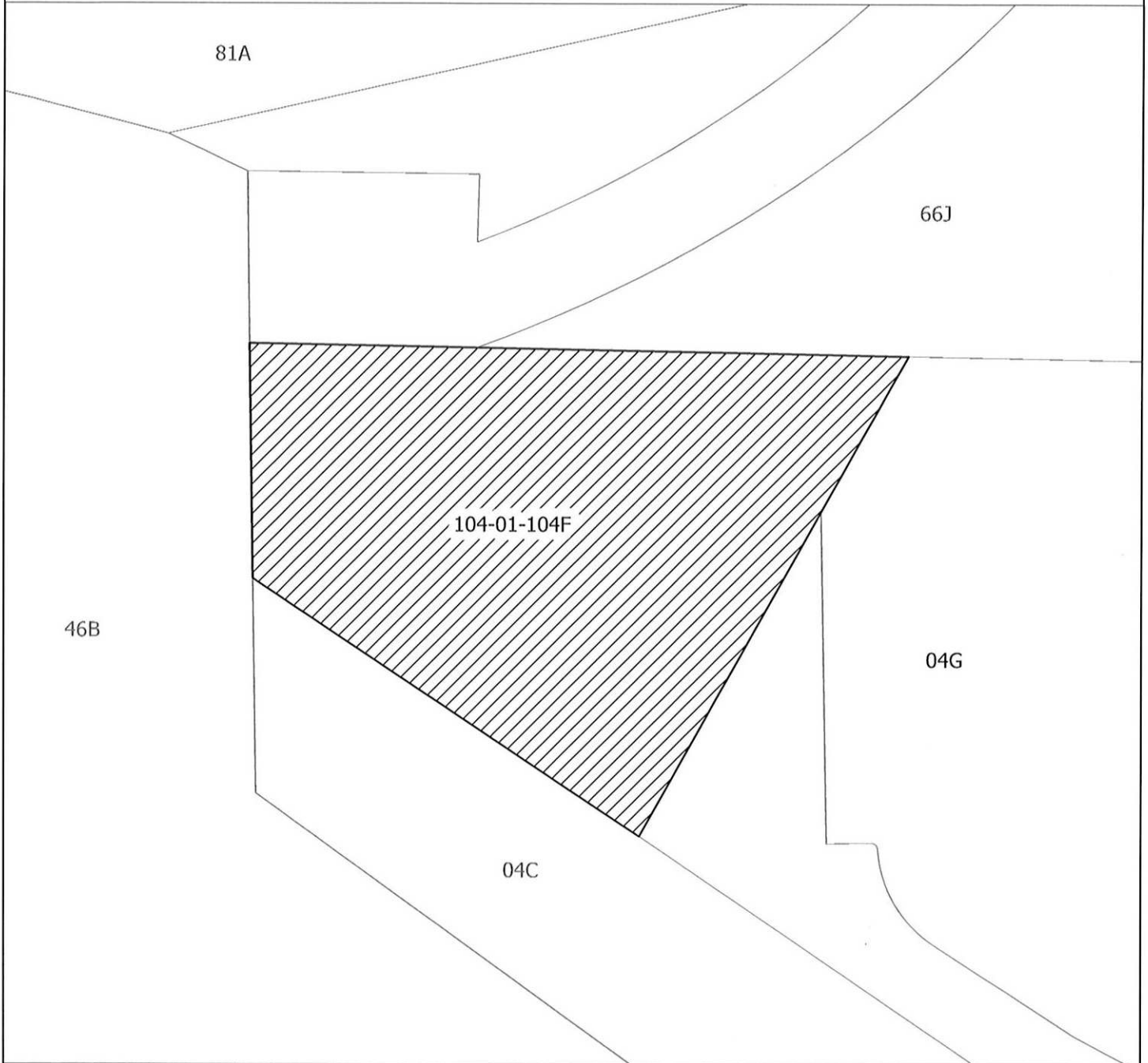
THENCE NORTH 89 DEG. 21 MIN. 24 SEC. WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING.

# **EXHIBIT G-1**

SECTION 15  
TOWNSHIP 13 SOUTH  
RANGE 13 EAST



SECTION 15 G&SRM  
PIMA COUNTY, ARIZONA



22027

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

DRAWING NOT TO SCALE

DRAWN BY: A. JANSON

DATE: MAR 2022

## **LEGEND**

 Subject Property

01 March 2022

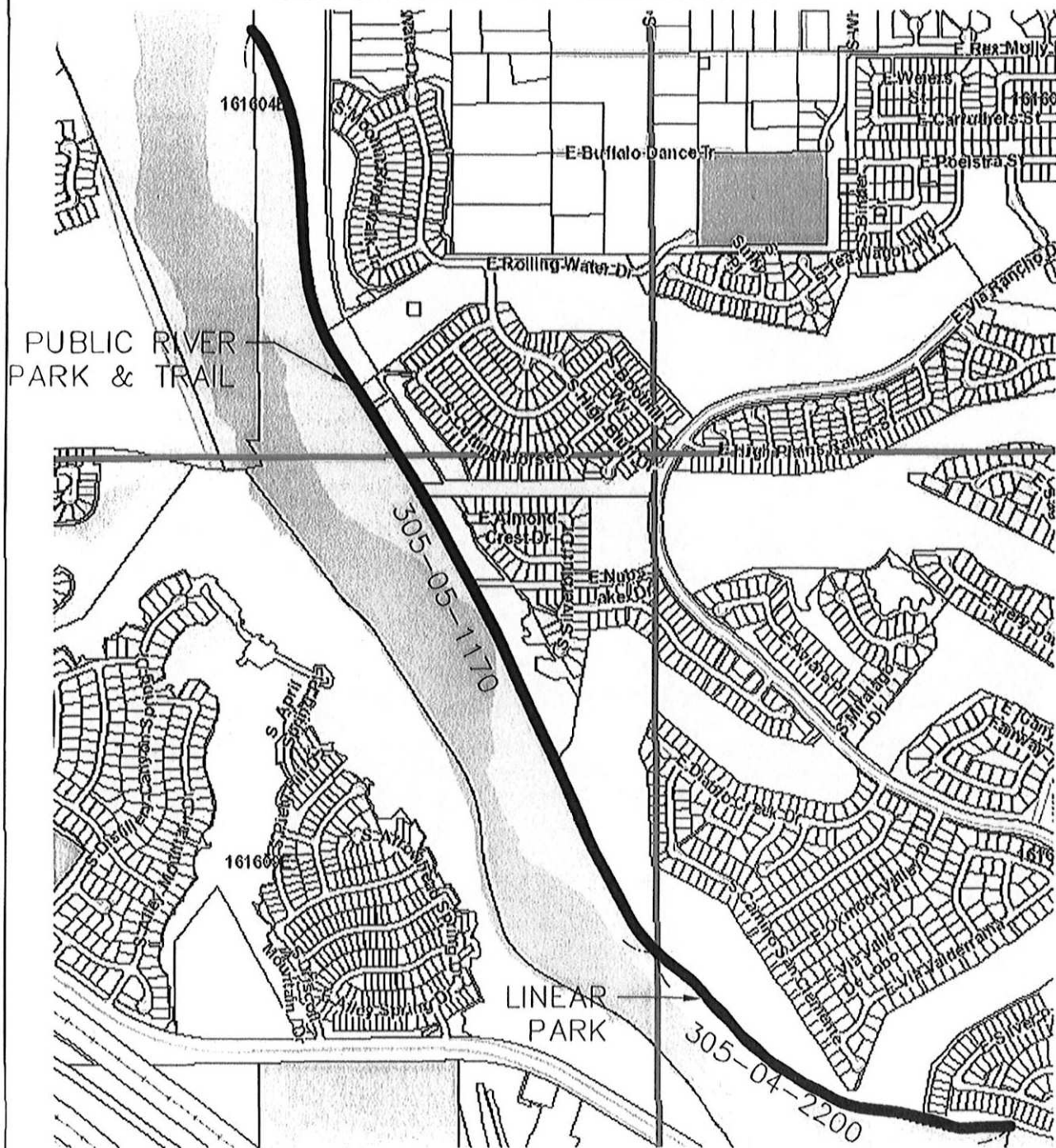
**EXHIBIT "H"**  
**LEGAL DESCRIPTION**

All that portion of the "Linear Park" as defined on Rancho Del Lago, Blocks 1 – 15, 15A, 16 – 20, as recorded in Book 53 of Maps and Plats at Page 91, and the "Public River Park & Trail" as defined on Rancho Del Lago, Blocks 21 – 42 & Lift Station, as recorded in Book 55 of Maps and Plats at Page 87, recorded in the office of the Pima County Recorder, all being within portions of Sections 4, 9 and 10, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona.



## EXHIBIT H-1

## DEPICTION OF EXHIBIT H



## PIMA COUNTY SURVEY

ALL OF THE "PUBLIC RIVER PARK & TRAIL" AND "LINEAR PARK" AS  
DEFINED IN BK 55, PG 87, AND BK 53, PG 91, OF MAPS AND PLATS,  
LOCATED IN SECTIONS 4, 9, AND 10, T16S, R16E,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: NA

Date: 02 March 2022

Drawn By: AJI

Sheet 2 of 2



## EXHIBIT I

When Recorded, Please Return to:

Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> 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, PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political 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 and all matters a survey or inspection of the Property would reveal

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.

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

---

By: Jeffrey Teplitsky  
Director, Pima County Real Property Services

---

Date

Page 1 of 2

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Sale-0078	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT I

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2022 by Jeffrey Teplitsky, Director, Pima County Real Property Services for Pima County Flood Control District.

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

My Commission Expires: \_\_\_\_\_

Page 2 of 2

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Sale-0078	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>



EXHIBIT J

When Recorded, Please Return to:

Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> 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, PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority 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 B** through **Exhibit H** and depicted on **Exhibit B-1** through **Exhibit H-1** attached hereto.

Subject to all matters of record and all matters a survey or inspection of the Property would reveal

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.

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

---

By: Jeffrey Teplitsky  
Director, Pima County Real Property Services

---

Date

Page 1 of 2

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Sale-0078	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT J

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2022 by Jeffrey Teplitsky, Director, Pima County Real Property Services for Pima County Flood Control District.

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

My Commission Expires: \_\_\_\_\_

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way [ ] Parcel [ ]
Agent: AM	File #: Sale-0078	Activity #:	P [ ] De [ ] Do [ ] E [ ]

## **EXHIBIT "K"**

### **Permitted Exceptions to District Property (Parcel 110-03-070B)**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
  - (a) Unpatented mining claims;
  - (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
  - (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2022.
9. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

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

11. Reservations contained in the Patent from the United States of America recorded in Book 48 of Deeds, Page 345.

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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

14. 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, including the Rillito River.

15. Easement for electric power transmission line and rights incident thereto, as set forth in instrument recorded in Book 51 of Miscellaneous Records, page 205.

16. Easement for electric transmission or distribution line or system, and rights incident thereto, as set forth in instrument recorded in Book 91 of Miscellaneous Records, Page 239.

17. Easement for transmission lines and rights incident thereto, as set forth in Docket 3801, Page 265.

18. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 5415, Page 606.

19. Easement for sewer lines, manholes and appurtenances, and rights incident thereto, as set forth in Right-of-Way Agreement recorded in Docket 5859, Page 836.

20. Easement for drainage way to the City of Tucson, and rights incident thereto, as set forth in instrument recorded in Docket 7400, Page 1068.

21. Provisions contained within Resolution No. 1044 relating to right-of-way for drainage way between Green Valley Addition subdivision and the Rillito River, as set forth in Docket 7400, Page 1070.

22. Easement for electric lines and appurtenant facilities, and rights incident thereto, as set forth in instrument recorded in Docket 13435, Page 76.

23. Matters shown on survey recorded in Book 54 of Records of Survey, Page 60.

24. Provisions contained within Resolution and Order No. 2013-83, relating to improvement of Alvernon Way, as set forth in Sequence No.2013-2550552.

25. Rights of parties in possession.

## **EXHIBIT "L"**

### **Permitted Exceptions to County Property (Parcels 305-04-2200, 305-05-1170, 104-01-104F, 104-01-066J, 133-03-332B, 114-57-067A, 114-57-0660, and 208-12-010D)**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
  - (a) Unpatented mining claims;
  - (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
  - (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2022.



9. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

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

11. 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.

12. Any adverse claim based upon the assertion that said land or any part thereof is now or at any time has been included within a navigable river, slough or other navigable body of water.