



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

Award  Contract  Grant

**Requested Board Meeting Date:** February 7, 2023

**or Procurement Director Award:**

\* = Mandatory, information must be provided

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

James E. Perkins and Mary Jane Perkins

**\*Project Title/Description:**

Acquisition Agreement

**\*Purpose:**

Pima County Regional Flood Control District (the "District") will acquire floodprone land and improvements. The subject property is located at 14350 N. Lago del Oro Parkway in T11S/R14E/S22, Pima County, AZ. The acquisition is the result of flooding that has been occurring along the Canada del Oro Wash. Over the last few years, the subject property has sustained flood damage to the existing structures and their contents. The purpose of the acquisition will be to discontinue the use of the property as a single family residence and to demolish the improvements. Acquiring and removing structures that have suffered repetitive losses is a priority of the Floodprone Land Acquisition Program. (RPS No.: ACQ-1156)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

The District will acquire property under the Floodprone Land Acquisition Program

**\*Public Benefit:**

Floodprone land will be removed from future development and the existing residential structures will be removed from potential future flooding. The benefit to the public will be that no future flood event will place the subject property in danger of loss of improvements or loss of life.

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

The District will acquire 10 acres of improved land for a not to exceed amount of \$600,000. This amount includes the appraised value of \$585,000 and up to \$15,000 in closing costs.

**\*Retroactive:**

No

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 23\*0311
Commencement Date: 2/7/2023 Termination Date: 2/6/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 600,000.00 \* Revenue Amount: \$

\*Funding Source(s) required: Flood Control Non-Bond Projects

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
\*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

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

\*All Funding Source(s) required:

\*Match funding from General Fund? Yes No If Yes \$ %
\*Match funding from other sources? Yes No If Yes \$ %
\*Funding Source:

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

Contact: Dana Hausman
Department: Real Property Services

Telephone: 724-6713

Department Director Signature:
Deputy County Administrator Signature:
County Administrator Signature:

Date: 1/20/2023
Date: 1/20/2023
Date: 1/20/2023



### ACQUISITION AGREEMENT – ACQ-1156

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

1.1. Seller: James E. Perkins and Mary Jane Perkins, husband and wife

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

1.3. Purchase Price: the sum of Five Hundred Eighty-Five Thousand Dollars (\$585,000.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Fifteen Thousand Dollars (\$15,000.00)

1.5. Title Company: Stewart Title & Trust of Tucson, Diane Wooster, Escrow Officer; 3939 E. Broadway Blvd., Tucson, AZ 85711

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

1.7. Property: the real property described in **Exhibit A** and depicted in

**Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.8. Removed Exceptions: items 10 & 11 on **Exhibit B**

1.9. Seller's Address: 14350 N. Lago Del Oro Parkway

1.10. Buyer's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.teplitsky@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Purchase of Property; Right of Entry.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Property;

3.2. The right for Buyer, its agents and contractors, to enter upon the Property (the "**ROE**") prior to closing to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Property.

#### 4. **Seller's Warranties**

4.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Property.

4.1. Wells and Water Rights. Seller warrants that there are no wells on or water rights associated with the Property, except as specifically identified on **Exhibit C** attached. Seller agrees to assign and transfer to Buyer effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the Property. Seller shall execute all documents reasonably necessary to effectuate such transfer.

4.2. Underground Improvements. Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or

other underground improvements on the Property, except as specifically identified on **Exhibit D** attached.

## 5. **Closing Costs and Prorations.**

5.1. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

5.1.1. All escrow fees and recording fees, if any, shall be paid by the Buyer.

5.1.2. Buyer will pay for a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price.

5.1.3. Buyer will pay a reasonable fee for any necessary Releases.

5.1.4. Buyer will pay a reasonable fee for other Closing Costs related to the Closing.

5.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

5.3. Partial Take. If Seller's entire owned parcel (the "Larger Parcel") is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Seller's entire parcel that is attributable to the Property. Seller will pay in full the property tax and any unpaid assessments on the Larger Parcel for the calendar year in which the Closing occurs, before becoming delinquent. Seller will hold Buyer harmless from any damages resulting from Seller's failure to pay all such amounts due. If Seller fails to pay in full the property tax due for the Larger Parcel for the calendar year in which the Closing occurs, Seller hereby consents to County recording a notice of lien against the Larger Parcel, and County will record a release of lien upon payment in full of the tax due. The lien will be enforceable as if the lien were a mortgage.

5.4. Buyer's Total Costs. Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

## 6. Escrow and Title.

6.1. Escrow. Title Company will act as escrow agent. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**"). Title Company will make reasonably suitable arrangements with either Party, upon that Party's request, to have the Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for Buyer.

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

6.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Buyer shall have fifteen (15) days after the 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 shall have ten (10) days from receipt 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 is extended until the end of the Disapproval Period and the Notice Period, if applicable.

6.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Fee Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Fee Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

## 7. Closing.

7.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") will take place at the office of Title Company on or before one hundred twenty (120) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within one year after execution by Buyer.

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

7.2.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check; and

7.2.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

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

7.3.1. An executed Warranty Deed in the form of **Exhibit E**;

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

7.3.3. A Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance; and

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

7.4. Delivery of Possession. Seller shall deliver possession of the Property to Buyer at Closing.

7.5. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer.

## 8. **Seller's Covenants.**

8.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Seller represents that as of closing there will be no personal property located on the Property.

8.2. No Salvage. Seller shall 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 Property will not be materially degraded or otherwise materially changed in any aspect by Seller.

8.3. 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.

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

8.5. Use of Property by Seller. Seller shall, prior to the Closing, use the Property on a basis substantially comparable to Seller's historical use thereof. Seller shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be released before the Closing.

8.6. No Encumbrances. Seller shall not encumber the Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Property before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon



a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

8.7. Reports. Seller shall 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. **Environmental.**

9.1. Environmental Representations. 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. Seller represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

### 9.2. Environmental Inspection Rights.

9.2.1. From and after the Effective Date, Seller shall permit Buyer to conduct such inspections of the Property as the Buyer deems necessary to determine the environmental condition of the Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of Buyer, but not later than an additional one hundred eighty (180) day extension.

9.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "**Objection Notice**"). If Buyer sends an Objection Notice, Seller

may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "**Cure Notice**"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

10. **Broker's Commission.** No broker or finder has been used and Buyer owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

11. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitration violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

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

<b><u>Exhibit A</u></b>	<b>Description of Property</b>
<b><u>Exhibit A-1</u></b>	<b>Depiction Showing Property</b>
<b><u>Exhibit B</u></b>	<b>Permitted Exceptions for Property</b>
<b><u>Exhibit C</u></b>	<b>Seller Disclosure of Water Rights</b>
<b><u>Exhibit D</u></b>	<b>Seller Disclosure of Underground Improvements</b>
<b><u>Exhibit E</u></b>	<b>Form of Deed for Property</b>

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 mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand

delivered, addressed to Seller's address or Buyer's address.

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

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

13.3. 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.

13.4. Interpretation. This Agreement, and all the provisions of this Agreement, is 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.

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

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

13.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as 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 or email of a counterpart signature page hereof.

13.8. 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 a judge and not by a jury, to which the prevailing Party may be entitled.

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

13.10. 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 expressly provided in this Agreement.

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

13.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

13.13. No Waiver. The failure of a Party 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 failure gives 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.

13.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

13.15. 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 Buyer 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.

Seller's Approval and Acceptance:

  
\_\_\_\_\_  
James E. Perkins

  
\_\_\_\_\_  
Mary Jane Perkins

Date: 1-13-2023

Date: 1/13/2023

*[Remainder of page intentionally left blank]*

Buyer's Approval and Acceptance:

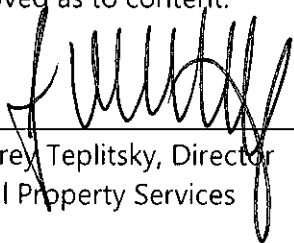
Approved and accepted by the Pima County Flood Control District, a political taxing authority of the State of Arizona

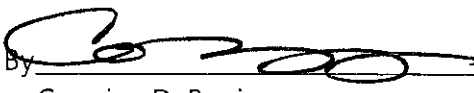
\_\_\_\_\_ Date: \_\_\_\_\_  
Adelita Grijalva, Chair, Board of Directors  
of the Pima County Flood Control District

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_  
Melissa Manriquez, Clerk of the Board of  
Directors of the Pima County Flood Control District

Approved as to content:

By  1-20-2023  
Jeffrey Teplitsky, Director  
Real Property Services

By  1/20/2023  
Carmine DeBonis  
Deputy County Administrator-Public Works

APPROVED AS TO FORM:

 01/19/2023  
Rachelle Barr, Deputy County Attorney

RE: 222-47-0020 & 0030

**EXHIBIT "A"**

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1843875

**Parcel I:**

The North 330 feet of the East 660 feet of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 22, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

**Parcel II:**

The South 330 feet of the East 660 feet of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 22, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

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

File No.: 1843875

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

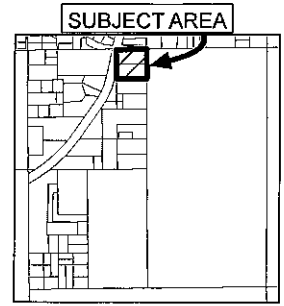
Page 3 of 8

AMERICAN  
LAND TITLE  
ASSOCIATION



# EXHIBIT A-1

SECTION 22  
TOWNSHIP 11 SOUTH  
RANGE 14 EAST



SECTION 22 G&SRM  
PIMA COUNTY, ARIZONA



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

**LEGEND**  
 PARCELS 222-47-0020 &  
222-47-0030

22085

DRAWING NOT TO SCALE

DRAWN BY: S BUTLER

DATE: DEC 2022



# EXHIBIT B

## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1843875

### Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

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

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

10. Taxes and assessments collectible by the County Treasurer, not yet due for the second half of 2022.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1843875

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)  
SCHEDULE B PART II**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

11. 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.
12. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
13. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
14. 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.
15. Established and/or existing roads, roadways, rights of way, highways and/or easements thereof.
16. Easement for utilities, and rights incident thereto, as set forth in instrument recorded in Book 74 of Miscellaneous Records, page 206.
17. Easement for right of way, and rights incident thereto, as set forth in instrument recorded in Docket 2114, page 519.
18. Easement for right of way, and rights incident thereto, as set forth in instrument recorded in Docket 2686, page 125
19. Easement for right of way, and rights incident thereto, as set forth in instrument recorded in Docket 3831, page 166.
20. Easement for ingress, egress and utilities, and rights incident thereto, as set forth in instrument recorded in Docket 3831, page 432.
21. Terms and conditions of Resolution No. 1666 recorded in Docket 4012, page 208.
22. Terms and conditions of Resolution granting Franchise to Lago Del Oro Water Company recorded in Docket 9981, page 802.
23. Covenant regarding Guest House recorded in Docket 11917, page 43.
24. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.
25. Location of improvements, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts, which a correct survey would disclose.
26. Rights of parties in possession on month-to-month tenancy under written but unrecorded leases or other agreements.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 1843875

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**EXHIBIT "C"**  
**Wells & Water Rights Seller's Questionnaire**

Seller Name: James E. & Mary Jane Perkins

Tax Parcel Number(s): 222-47-0020 & 0030

Date: 1-13-2023

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

**A. QUESTIONS PERTAINING TO WELLS.**

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

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

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

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

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

	Location by Tax Parcel Number	ADWR Registration Number	Current Operational Status	Principal Use of Well	SOC Filed (Y/N)	SOC # If Applicable
Well #1	222-47-0030	55-619579	Fully operational	domestic	No	N/A
Well #2						
Well #3						
Well #4						
Well #5						
Well #6						
Well #7						

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

(5.a) Does the property have a grandfathered irrigation groundwater right (“GIR”)? (Yes/No). If no, skip to Question #6.

(5.b) If yes,

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

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

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

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

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

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

	ADWR Certificate Number	Tax Parcel Number(s)	Irrigated Acreage	Associated Well by Registration #	Is Right Currently in Use? (Y or N)
GIR #1					
GIR #2					
GIR #3					
GIR #4					

<b>GIR #5</b>					
<b>GIR #6</b>					
<b>GIR #7</b>					

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

**(6.b) If yes,**

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

	<b>ADWR Certificate Number</b>	<b>Current Use of TIR</b>	<b>Associated Well by Well Registration #</b>	<b>Appurtenant Parcel #</b>
<b>TIR #1</b>				
<b>TIR #2</b>				

<b>TIR #3</b>				
<b>TIR #4</b>				
<b>TIR #5</b>				

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

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

**(7.b) If yes,**

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

	<b>ADWR Certificate Number</b>	<b>Current Use to Which Type II is Being Put</b>	<b>Associated Well by Well Registration #</b>
<b>Type II #1</b>			
<b>Type II #2</b>			
<b>Type II #3</b>			
<b>Type II #4</b>			

**C. QUESTIONS PERTAINING TO SURFACE WATER RIGHTS.**

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

**(8.b) If yes,**

**1. List each surface water right (“SWR”) associated with the subject property by listing its corresponding Certificate of Surface Water Right number assigned by ADWR.**

**2. List the purpose, if any, for which each SWR is currently being utilized. (For example, domestic, stock watering, irrigation, mining, in stream flow, other).**

**3. For each SWR, state whether a Statement of Claimant has been filed in the Gila River Adjudication (Yes or No).**

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



	<b>ADWR Certificate Number</b>	<b>Current Use to Which SWR is Being Put</b>	<b>Statement of Claimant Filed? (Yes or No)</b>	<b>SOC # If Applicable</b>
<b>SWR #1</b>				
<b>SWR #2</b>				
<b>SWR #3</b>				
<b>SWR #4</b>				
<b>SWR #5</b>				
<b>SWR #6</b>				

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

**9. Are any of the parcels subject to a well share agreement? If so, please list the parcel on which the well sits and whether or not it is owned by you.**

*N/A*

**10. Please provide the County a copy of the Well Share Agreement.**

*N/A*

**EXHIBIT "D"**

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

Owner's Name: James E. & Mary Jane Perkins

Tax Parcel Number(s): 222-47-0020 & 0030

Date: 1-13-2023

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

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

Yes  No  If NO, skip to question #2

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

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

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

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

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

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

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

**EXHIBIT E**

**WARRANTY DEED**

For valuable consideration, I (or we), \_\_\_\_\_  
("Grantors"), do/does hereby convey to Pima County Flood Control District, a political taxing  
subdivision of the State of Arizona, the following described property situated in Pima County,  
Arizona:

SEE ATTACHED **EXHIBIT " "** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT " "**  
**"** FOR DEPICTION

SUBJECT TO all matters of record.

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

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

\_\_\_\_\_  
Grantor

STATE OF ARIZONA )

) ss

COUNTY OF PIMA )

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

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

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

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