



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

Requested Board Meeting Date: December 13, 2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Fidelity National Title Agency, Inc., as Trustee under Trust No. 60230 ("Donor")

**Project Title/Description:**

Acceptance by County of 7.83 acres of undeveloped land within the Davis-Monthan Air Force Base Approach/ Departure Corridor (ADC) from Donor. Acq-0437.

**Purpose:**

Pima County, as Donee, wishes to enter into a Donation Agreement with Fidelity National Title Agency, Inc., as Trustee under Trust No. 60230, as Donor, for the donation of 6 undeveloped industrial lots totaling 7.83 acres located generally in the area of S. Kolb and W. Valencia Roads (the "Property"). The beneficiary of Trust No. 60230 is the Garold C. Brown Family Limited Partnership. County has determined that it has a need to acquire the Property for purposes of reducing the impact of urban encroachment on the Davis-Monthan Air Force Base and future base operations. The donation has been structured to close on or before December 31, 2016. County will pay Stewart Title and Trust of Tucson, at Closing, an amount not to exceed \$11,500.00 toward County's estimated share of Closing costs including the cost of the premium for a Standard Owner's Title Insurance Policy and all real property taxes due on the donated land for the current tax year 2016.

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

**Program Goals/Predicted Outcomes:**

The County's acceptance of the donation of this property will reduce the impact of urban encroachment on the Davis-Monthan Air Force Base and future base operations.

**Public Benefit:**

Davis-Monthan Air Force Base is one of the primary institutions in Pima County and Southern Arizona, contributing \$1.3 billion annually to the local economy. This donation not only contributes to the prevention of urban encroachment off the southeastern end of the Base, in the ADC, it is also located within the Accident Potential Zone (APZ), which is an area with high levels of risks associated with over-flights. It will consolidate adjacent County holdings acquired under the voter-approved 2004 Bond Program for the prevention of urban encroachment on the base. This donation contributes to ongoing efforts to achieve land use compatibility within the corridor to protect the Base's existing and future missions capability.

**Metrics Available to Measure Performance:**

County Appraiser issued a budget estimate estimating the fair market value of the Property to be \$375,000.00. Consequently, County will obtain a Standard Owner's Title Insurance Policy at Closing, insuring title in the amount of \$375,000.00.

**Retr oactive:**

No.

To: COB. 11.30.16 (1)  
Ver. - 1  
pgs. - 20

Procure Dept 11/29/16 10:33

**Original Information**

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 17\*0206

Effective Date: 12/13/2016 Termination Date: 12/12/2021 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 11,500.00  Revenue Amount: \$ -0-

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

Cost to Pima County General Fund: \$11,500.00 (contingency fund)

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

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

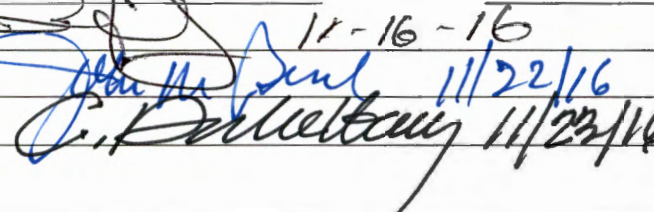
Cost to Pima County General Fund: \_\_\_\_\_

Contact: Michael D. Stofko

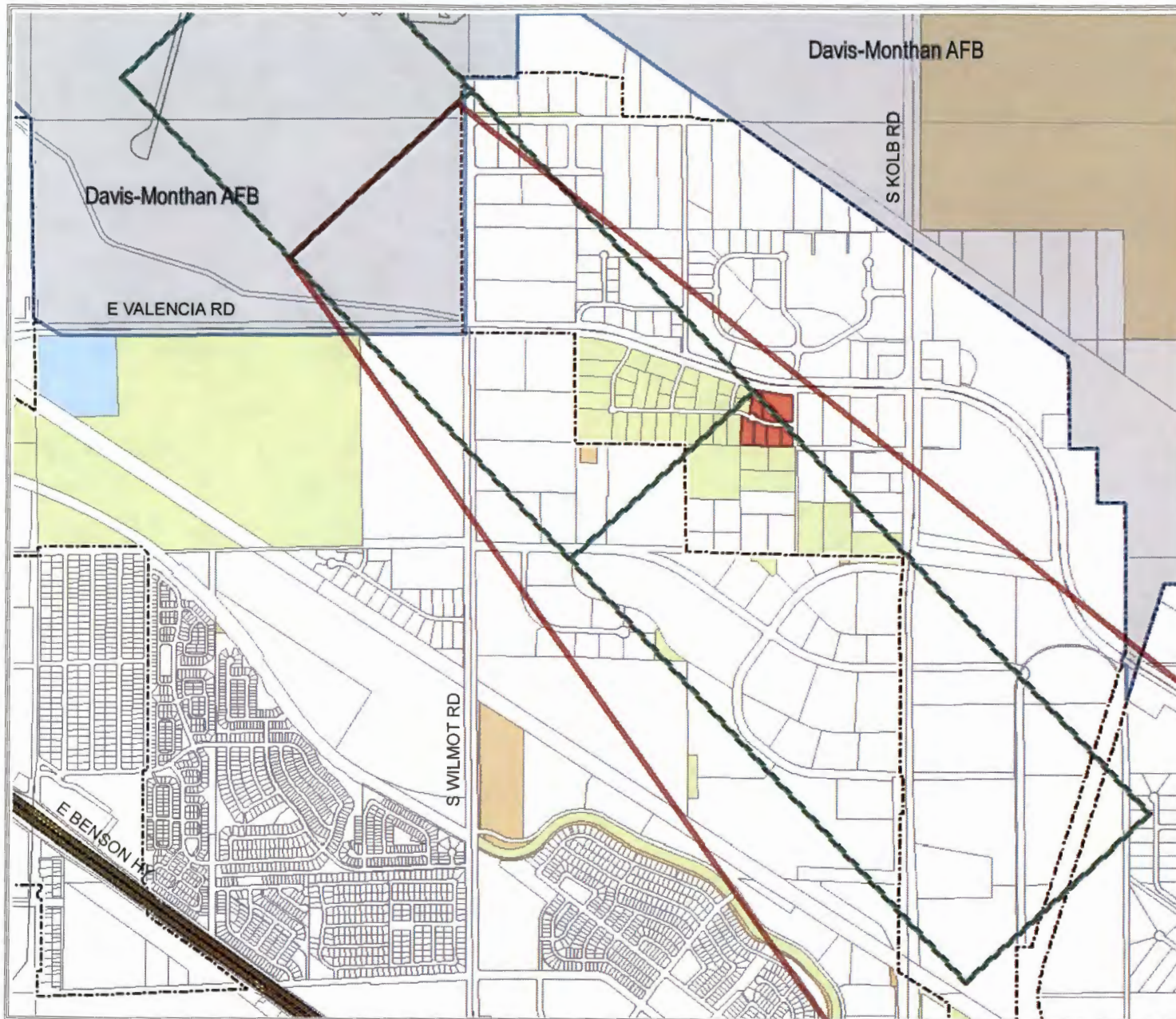
Department: Real Property Services Telephone: 520-724-6667

Department Director Signature/Date:  11-16-16

Deputy County Administrator Signature/Date:  11/22/16

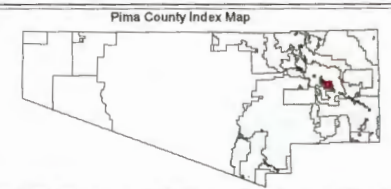
County Administrator Signature/Date:  11/22/16  
(Required for Board Agenda/Addendum Items)





## Donation Property within Davis-Monthan Air Force Base Approach/Departure Corridor

- Donation Property
- Approach-departure Corridors
- Accident Potential Zones
- Davis-Monthan Air Force Base
- City of Tucson Ownership
- Pima County Ownership
- State of Arizona Ownership



Pima County Information Technology Dept.  
301 North Illinois Avenue - 4th Floor  
Tucson, Arizona 85710-0207  
2025-766-1676 - FAX 2025-766-3429

November 9, 2016

Agd8thspcpjgddunzncmo1159dnd6 cp

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

**PROJECT: Accept Donation of Land  
Consisting of Approximately 7.83 Acres**

**DONOR: Fidelity National Title Agency, Inc.,  
an Arizona Corporation, as Trustee under  
Trust No. 60230**

**AMOUNT: Not to Exceed \$11,500.00**

**CONTRACT**

**NO. CT-PW-17-206**

**AMENDMENT NO. \_\_\_\_\_**

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

**AGREEMENT TO DONATE LAND FOR DAVIS-MONTHAN AIR FORCE BASE  
APPROACH AND DEPARTURE CORRIDOR**

1. **Parties.** This agreement ("**Agreement**") is entered into by and between **Fidelity National Title Agency, Inc., an Arizona Corporation, as Trustee under Trust No. 60230** ("**Donor**") and **Pima County**, a political subdivision of the State of Arizona ("**County**" or "**Donee**"). Donor and Donee may hereinafter be referred to collectively as the "**Parties**".

2. **Background & Purpose.**

2.1. Donor is the Owner of that certain real property consisting of approximately 7.83 acres and identified as Pima County Tax Parcel Numbers 141-03-0880; -0890; -090A; -091A; -123A and -1240, legally described and depicted, respectively, in **Exhibits A and A-1** attached hereto and made a part hereof, in Tucson, Pima County, Arizona, (the "**Property**").

2.2. The County has determined that it has a need to acquire the Property for purposes of reducing the impact of urban encroachment on the Davis-Monthan Air Force Base and future Base operations.

2.3. Donor wishes to convey the Property to County by donation, and County desires to accept the donation of the Property from Donor, subject to the express terms and conditions as set forth herein.



### 3. **Donation.**

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

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

3.3. Donor acknowledges and agrees that the decision to donate the Property was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

### 4. **Inspection and Access.**

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

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor

copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

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

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

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

## 5. **Donor's Covenants.**

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

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof.

Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be unable to cause to be released before the Closing.

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

6. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement.

7. **Risk of Loss.** Donor shall be responsible for the risk of loss for any and all damage to any improvements to the Property prior to Closing.

8. **Closing.**

8.1. Donee shall pay all closing costs, if any, including but not limited to title insurance premium, escrow fees, current year (2016) real property taxes, and recording fees. Those costs are expected to be as follows:

\$ <u>    -0-    </u>	Acquisition Amount
\$ <u>  11,500.00  </u>	Estimated County Closing Costs Including Taxes
\$ <u>  11,500.00  </u>	<b>TOTAL NOT TO EXCEED AMOUNT</b>

9. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

10. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

11. **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 the

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.

12. **Effective Date.** This Agreement shall be effective (the "Effective Date") on the date it is signed by all of the Parties. This Agreement shall be considered signed by County on the date that it is signed by the Chair of the Pima County Board of Supervisors.

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

**Donor: Fidelity National Title Agency, Inc., an Arizona Corporation, as Trustee under Trust No. 60230**

FIDELITY NATIONAL TITLE AGENCY, INC.  
an Arizona corporation as TRUSTEE Under  
TRUST NO. 60,230 and not in its  
corporate capacity.

By Martha L. Hui  
its Trust Officer

Authorized Signatory

11.10.16  
Date

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**ACCEPTED AND AGREED:**

**Donee: Pima County, a political subdivision of the State of Arizona**

\_\_\_\_\_  
Sharon Bronson, Chair  
Pima County Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

*C. Huckelberry* 10/18/16  
\_\_\_\_\_  
Chuck H. Huckelberry, County Administrator

**APPROVED AS TO FORM:**

*Tobin Rosen* 10/17/16  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: 141-03-0880; -0890; -090A; -091A; -123A and -1240.

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

Lots 1 thru 4 and 36 and 37 of RINCON VALENCIA INDUSTRIAL PARK, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 61 of Maps and Plats at page 1.

EXCEPT that portion conveyed to Pima County in [Docket 13120, page 3593](#).

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

File No.: 05504-23254

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

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

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

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2016.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations, exceptions or rights in Patent from the United States of America recorded in [Book 137 of Deeds, page 29.](#)
5. Easements, restrictions, reservations and conditions as set forth on the recorded [plat](#) of said subdivision.
6. Easement for gas pipelines, roadway and other utility and rights incident thereto, as set forth in instrument recorded in [Book 51 of Miscellaneous Records, page 19.](#)
7. Provisions within Ordinance No. 1999-43 recorded in [Docket 11065 page 1149](#); and Modified in [Docket 12386, page 1549.](#)
8. 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 12761, page 1816](#);  
Amended in [Docket 13120, page 3581.](#)
9. 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 labeled Private Landscape Restrictions recorded in [Docket 12761, page 1840](#);  
Amended in [Docket 13120, page 3587.](#)
10. Easement for public utilities and restrictions therein, and rights incident thereto, as set forth in instrument recorded in [Docket 13120, page 3593.](#)
11. Terms, conditions, covenants, restrictions, easements, liabilities and obligations as set forth in Pre-Annexation and Development Agreement recorded in [Docket 13499, page 2218.](#)
12. Matters as disclosed in survey recorded in [Sequence No. 2012-2850088.](#)
13. Rights of lessees and/or parties in possession, if any.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

File No.: 05504-23254

14. 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.

When Recorded Return to:

Pima County Real Property Services  
Attn.: Michael D. Stofko, Esq.  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

**SPECIAL WARRANTY DEED**

For valuable consideration, Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust Number 60230 ("Grantor") does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION ON ATTACHED **EXHIBIT "A"** AND LOCATION MAP AS DEPICTED ON ATTACHED **EXHIBIT "A-1"**.

SUBJECT TO all matters of record as set forth on **Exhibit B**.

And it warrants and defends the title against all acts of the Grantor and no other, subject to all matters of record.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. § 11-1134.A.3.		Procurement Approval:	
Agent: MDS	File: Acq-0437	Activity 1600193590	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C



**DONOR:**  
**Fidelity National Title Agency, Inc.,**  
**An Arizona Corporation**

By: \_\_\_\_\_

\_\_\_\_\_ Date

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

by \_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT ONLY --- NOT FOR EXECUTION**

**ACCEPTED:**

**Donee: Pima County, a political subdivision of the State of Arizona**

\_\_\_\_\_  
Sharon Bronson, Chair  
Pima County Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Chuck H. Huckelberry, County Administrator

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: 141-03-0880; -0890; -090A; -091A; -123A and -1240.

**EXHIBIT ONLY - NOT FOR EXECUTION**

When Recorded Return to:

Pima County Real Property Services  
Attn.: Michael D. Stofko, Esq.  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

### SPECIAL WARRANTY DEED

For valuable consideration, Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust Number 60230 ("Grantor") does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION ON ATTACHED **EXHIBIT "A"** AND LOCATION MAP AS DEPICTED ON ATTACHED **EXHIBIT "A-1"**.

PURSUANT TO ARS 33-404 DECLARATION OF TRUST RECORDED IN DOCKET 12651 PAGE 38  
SUBJECT TO all matters of record as set forth on **Exhibit B**.

And it warrants and defends the title against all acts of the Grantor and no other, subject to all matters of record.

Dated this 10<sup>th</sup> day of NOVEMBER, 2016.

EXEMPTION: A.R.S. § 11-1134.A.3.		BOS Hearing Date:	
Agent: MDS	File: Acq-0437	Activity 1600193590	P [ ] De [ ] Do [X] E [ ]





**ACCEPTED:**

**Donee: Pima County, a political subdivision of the State of Arizona**

\_\_\_\_\_  
Sharon Bronson, Chair  
Pima County Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

 10/18/16  
\_\_\_\_\_  
Chuck H. Huckelberry, County Administrator

**APPROVED AS TO FORM:**

 10/7/16  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

**TAX PARCEL NUMBERS: 141-03-0880; -0890; -090A; -091A; -123A and -1240.**

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

Lots 1 thru 4 and 36 and 37 of RINCON VALENCIA INDUSTRIAL PARK, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 61 of Maps and Plats at page 1.

EXCEPT that portion conveyed to Pima County in [Docket 13120, page 3593](#).

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

# EXHIBIT

**The Garold C. Brown Family Limited Partnership  
 TAX PARCEL 141-03-0880, 141-03-0890, 141-03-090A,  
 141-03-091A, 141-03-123A, & 141-03-1240**



SECTION 07 G&SRM  
 PIMA COUNTY, ARIZONA

SECTION 07  
 TOWNSHIP 15 SOUTH  
 RANGE 15 EAST

SUBJECT AREA

TAX PARCEL

- 1. 141-03-0880    2. 141-03-0890
- 3. 141-03-090A    4. 141-03-091A
- 5. 141-03-123A    6. 141-03-1240



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

16022

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: SEP 2016

**EXHIBIT "A-1"**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

File No.: 05504-23254

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

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

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

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2016.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations, exceptions or rights in Patent from the United States of America recorded in [Book 137 of Deeds, page 29.](#)
5. Easements, restrictions, reservations and conditions as set forth on the recorded [plat](#) of said subdivision.
6. Easement for gas pipelines, roadway and other utility and rights incident thereto, as set forth in instrument recorded in [Book 51 of Miscellaneous Records, page 19.](#)
7. Provisions within Ordinance No. 1999-43 recorded in [Docket 11065 page 1149](#); and Modified in [Docket 12386, page 1549.](#)
8. 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 12761, page 1816](#);  
Amended in [Docket 13120, page 3581.](#)
9. 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 labeled Private Landscape Restrictions recorded in [Docket 12761, page 1840](#);  
Amended in [Docket 13120, page 3587.](#)
10. Easement for public utilities and restrictions therein, and rights incident thereto, as set forth in instrument recorded in [Docket 13120, page 3593.](#)
11. Terms, conditions, covenants, restrictions, easements, liabilities and obligations as set forth in Pre-Annexation and Development Agreement recorded in [Docket 13499, page 2218.](#)
12. Matters as disclosed in survey recorded in [Sequence No. 2012-2850088.](#)
13. Rights of lessees and/or parties in possession, if any.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

File No.: 05504-23254

14. 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.