



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

Award Contract Grant

Requested Board Meeting Date: 04/17/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

Borderland Investments I, LLC, an Arizona Limited Liability Company ("Donor")

***Project Title/Description:**

Acceptance of Donation of Real Property at Canoa Hills Golf Course Consisting of Approximately 130 Acres of Tax Parcels 304-18-916B; 304-18-865A; 304-64-689B; and a Portion of 304-18-919A; Acq-0684; Supervisor District 4.

***Purpose:**

Pima County Regional Flood Control District ("District") will accept from Donor a donation of approximately 130 acres in fee of the former Canoa Hills Golf course in Green Valley, along with associated access easements to ensure continuous access among the several noncontiguous fee parcels. District will have a 120 day period following approval by the Board to finalize due diligence, including but not limited to acquisition and review of an ALTA Survey and updated title commitment. As a consequence of the foregoing due diligence, the exhibits to the subject Agreement may change. Acceptance of the donation is expressly contingent upon Donor obtaining and conveying to District at Closing two access easements from Canoa Ridge, Inc., and District's satisfaction with the Permitted Exceptions to title as revealed by the updated title commitment.

***Procurement Method:**

Exempt pursuant to Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To provide a recreational amenity in Green Valley which is an underserved area of the County, including continued use of the walking paths.

***Public Benefit:**

To provide continuing and potential additional recreational amenities for the Green Valley public.

***Metrics Available to Measure Performance:**

County to pay for its share of closing costs and for title insurance premium not to exceed \$4,000.00.

***Retroactive:**

No.

APR 12 18 09 42 POC: KCF:BD
AKS

To: COB. 4-12-18
ver. - 1
pgs - 48
(1) Addendum

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18*0340

Effective Date: 04/17/2018 Termination Date: 04/10/2020 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 4,000.00 ~~12-31-18~~ Revenue Amount: \$ _____

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

Funding from General Fund? Yes No If Yes \$ _____ % _____

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

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

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

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Michael D. Stofko

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

Department Director Signature/Date: [Signature] 4/11/18

Deputy County Administrator Signature/Date: [Signature] 4/11/18

County Administrator Signature/Date: [Signature] 4/11/18
(Required for Board Agenda/Addendum Items)

RESOLUTION AND ORDER NO. 2018 - _____

RESOLUTION AND ORDER NO. 2018FC - _____

JOINT RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS AND THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT BOARD OF DIRECTORS ACCEPTING A DONATION OF APPROXIMATELY 130 ACRES OF REAL PROPERTY FROM BORDERLAND INVESTMENTS I, LLC TO THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, AND DESIGNATING THE DONATION PARCEL AS PART OF THE COUNTY PARKS SYSTEM

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

1. Borderland Investments I, LLC, an Arizona Limited Liability Company (“Donor”) owns several noncontiguous parcels of land, in fee, aggregating approximately one-hundred thirty (130) acres, which land was formerly part of the now-defunct Canoa Hills Golf Course, along with a number of associated access easements connecting the several parcels of fee land (collectively, the “Donation Parcel”);
2. Donor is desirous of conveying to the District, by donation, the entirety of the Donation Parcel;
3. District is desirous of accepting the donation of the Donation Parcel from Donor;
4. District and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the District;
5. County and District have the authority under A.R.S. Section 11-932 and A.R.S. Section 48-3606, respectively, to acquire lands, and County has the authority under A.R.S. Section 11-932 to dedicate the same as Parks; and

6. The Donation Parcel is being acquired for open space and conservation values and will be jointly administered by the Pima County Department of Natural Resources, Parks and Recreation and the Pima County Regional Flood Control District.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

PIMA COUNTY BOARD OF SUPERVISORS:


Richard Elias, Chairman

Date: _____

ATTEST:

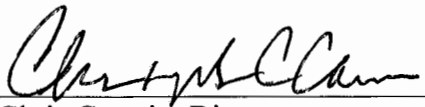
Julie Castaneda
Clerk of the Board

APPROVED AS TO FORM:


4/10/18

Tobin Rosen
Deputy County Attorney

APPROVED AS TO CONTENT:



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

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

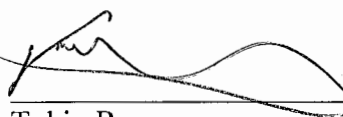
Richard Elias, Chairman

Date: _____

ATTEST:

Julie Castaneda
Clerk of the Board

APPROVED AS TO FORM:


4/10/18

Tobin Rosen
Deputy County Attorney

APPROVED AS TO CONTENT:



Suzanne Shields, Director
Pima County Regional Flood Control
District

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Accept Donation of Real Property Consisting of Approximately 130 Fee Acres; Pay Closing Costs</p> <p>DONOR: Borderland Investments I, LLC, an Arizona Limited Liability Company</p> <p>AMOUNT: Not to Exceed \$4,000.00</p>	<table border="1"> <tr> <td data-bbox="938 338 1472 390" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="938 390 1472 443">NO. <u>CT-PW-18-340</u></td> </tr> <tr> <td data-bbox="938 443 1472 495">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="938 495 1472 611">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CT-PW-18-340</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-PW-18-340</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between Borderland Investments I, LLC, an Arizona Limited Liability Company ("**Donor**") and the Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona ("**Donee**"). Donor and Donee are hereinafter referred to collectively as the "**Parties**". This Agreement shall be effective on the date Donor and Donee have executed this Agreement (the "**Effective Date**"). The date Donee signs is the date this Agreement is signed by the Chairman of the Pima County Regional Flood Control Board of Directors.

2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately one-hundred thirty (130) acres, legally described and depicted, collectively, on **Exhibit A** attached hereto, and commonly known as Assessor's Tax Parcels 304-18-916B; 304-18-865A; 304-64-689B; and a portion of 304-18-919A, including all structures and improvements situated thereon, if any. Donor is also the owner of various access easements legally described and depicted on **Exhibit A** attached hereto, which easements, together with those easements described on **Exhibit B** attached hereto, provide continuous legal and physical access between and among the referenced fee parcels. The fee parcels and access easements are referred to in this Agreement, collectively, as the "**Property**".

2.2. Donor desires to unconditionally donate, or, in the case of those

easements described on **Exhibit B** attached hereto, cause to be donated, the Property to Donee, subject to those terms and conditions as set forth with specificity in this Agreement; and

2.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement, and further subject to the condition that Donor will obtain and convey to Donee at Closing, those certain access easements currently owned by Canoa Ridge Estates, Inc., as shown on **Exhibit B** attached hereto.

3. **Donation.**

3.1. Donor agrees to donate or, in the case of those easements described on **Exhibit B** attached hereto, cause to be donated, the Property, including all wells, water rights and mineral rights appurtenant to the Property, if any, to the extent, if any, that Donor has an interest therein, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit C** attached hereto (the "Permitted Exceptions").

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") 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. Donee has not and will not provide, directly or indirectly, goods or services to the Donor in consideration for the donation of the property.

4. **Inspection and Access.**

4.1. Inspection Period. For a period of one-hundred twenty (120) 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, examination of title issues 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 and the owner of the Property (if not Donor) against, and hold Donor and the owner of the Property (if not 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 the following, to the extent such exist and are in Donor's possession or control, 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 able 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, and Donor represents that there is now, or as of Closing will be, no personal property located on Property.

7. Escrow and Title.

7.1. Escrow. Fidelity National Title Insurance Company ("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 that Party.

7.2. 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 Donee's policy of title insurance.

7.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Donee shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Donor and the Escrow Agent in writing of Donee's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Donor shall have ten (10) days from receipt of the Disapproval Notice in which to notify Donee in writing whether Donor intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Donor fails to notify Donee of its intent with respect to the disapproved items within that time or if Donor elects not to cure all disapproved items, Donee 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.

7.4 Title Policy is Condition to Closing. Donee's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit C** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit C**, 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.

8. **Closing.**

8.1 Closing. The Closing shall take place at Title Company, Judy Kaiser, Escrow Agent, after completion of the Inspection Period, but no later than December 31, 2018, unless otherwise agreed to by the Parties.

8.2 Prorations. The date of Closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to Closing; and property taxes shall be prorated based upon the date of Closing.

8.3 Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

8.3.1 an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit D** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions expressly set forth therein; along with those certain access easements as referenced in Section 2.3 above and described or shown on attached **Exhibit A** and **Exhibit B**.

8.3.2 one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights related to the Property which Donor owns, if any; and

8.3.3 possession of the Property.

8.4 Closing Costs. Donee shall pay all their own closing costs, including, without limitation, title insurance premium, escrow fees, and recording fees; however, Donee shall not pay any cost incurred by Donor related to the donation or transfer of the Property in accordance with this Agreement, including, without limitation, Donor's legal fees, appraisal fees, and any other expenses involved in claiming a federal or state income tax charitable deduction. Donee's costs are expected to be as follows:

\$ <u> 0.00</u>	Acquisition Amount
\$ <u> 4,000.00</u>	Estimated County Closing Costs
\$ <u> 4,000.00</u>	TOTAL NOT TO EXCEED AMOUNT

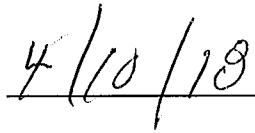
8.5 Deliveries by Donee. Upon presentation of a fully-completed IRS Form 8283 by Donor following Close of Escrow, Donee will execute same and return to Donor in a timely manner. Donee shall deliver a contemporaneous written acknowledgement evidencing the donation of the Property in accordance with Internal Revenue Code 170(f)(8)(A) and the applicable Regulations promulgated thereunder, acknowledging the donation of the Property and providing the estimated value of any goods or services received by Donor in consideration of such donation.

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



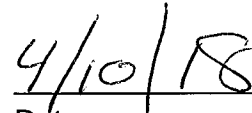
Suzanne Shields, Director, Pima County
Regional Flood Control District

Date





Neil J. Konigsberg, Manager,
Real Property Services Department



Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: 304-18-916B; 304-18-865A; 304-64-689B; and a portion of 304-18-919A.

NOTE RE "EXHIBIT A"

The legal descriptions and depiction maps to be attached to the subject Agreement to Donate Real Property ("Agreement") may differ in some respects from the legal descriptions attached hereto as a result of an ALTA Survey which has been ordered but not yet completed and reviewed.

The final legal descriptions and depiction maps will be attached as "Exhibit A" to the subject Agreement prior to close of escrow.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

All that portion of the San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

Bounded on the North by the Southerly boundary of GREEN VALLEY DESERT HILLS NO. 3, as recorded in Book 31 of Maps, Page 25, the Southerly boundary of GREEN VALLEY DESERT HILLS NO. 4 RESUBDIVISION, as recorded in Book 35 of Maps, Page 47, and the Southerly boundary of GREEN VALLEY DESERT HILLS NO. 5, as recorded in Book 32 of Maps, Page 77, records of Pima County, Arizona;

Bounded on the South by the Northerly boundary of CANOA ESTATES, as recorded in Book 38 of Maps, Page 6 and as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623;

Bounded on the East by Westerly right-of-way of Camino Del Sol as recorded in Docket 7240, Page 1416, records of Pima County, Arizona;

And bounded on the West by the Westerly boundary of the San Ignacio De La Canoa Land Grant;

EXCEPT that portion of the above described Parcel of land more particularly described as follows:

Beginning at the Northeasterly corner of said CANOA ESTATES;

Thence North 70°20'00" West along the Northerly boundary of said CANOA ESTATES, a distance of 219.85 feet to an angle point;

Thence North 31°52'00" West along said Northerly boundary, a distance of 37.82 feet to an angle point;

Thence North 66°25'00" West, a distance of 30.46 feet;

Thence North 19°40'00" East, a distance of 160.53 feet;

Thence South 70°20'00" East, a distance of 280.00 feet to the Westerly right-of-way line of Camino Del Sol;

Thence South 19°40'00" West along said Westerly right-of-way line, a distance of 156.00 feet to the point of curvature of a tangent curve concave to the Southeast;

Thence Southwesterly along said right-of-way line along the arc of said curve to the left, having a radius of 3105.00 feet and a central angle of 00°33'22", for an arc distance of 30.13 feet to the TRUE POINT OF BEGINNING.

Said parcel being further described as:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of said GREEN VALLEY DESERT HILLS NO. 3, recorded in Book 31 Maps, Page 25, being a point on the Easterly right-of-way line of Camino Del Sol;

EXHIBIT A
(Continued)

The Following courses bearings and distances are along the South boundary line of said GREEN VALLEY DESERT HILLS NO. 3, unless mentioned otherwise:

- Thence South 19°40'04" West, a distance of 301.00 feet;
- Thence North 70°20'00" West, a distance of 280.00 feet;
- Thence South 19°40'00" West, a distance of 160.53 feet;
- Thence North 66°25'00" West, a distance of 62.54 feet;
- Thence South 72°00'00" West, a distance of 71.00 feet;
- Thence North 74°35'00" West, a distance of 82.00 feet;
- Thence North 44°20'00" West, a distance of 173.00 feet;
- Thence North 77°50'00" West, a distance of 115.00 feet;
- Thence North 59°50'00" West, a distance of 149.00 feet;
- Thence South 63°00'00" West, a distance of 37.00 feet;
- Thence South 34°40'00" West, a distance of 122.00 feet;
- Thence North 87°10'00" West, a distance of 186.00 feet;
- Thence North 37°50'00" West, a distance of 210.00 feet;
- Thence North 48°03'29" West, a distance of 115.00 feet;
- Thence North 32°58'02" West, a distance of 177.00 feet;
- Thence North 38°54'06" West, a distance of 140.41 feet;
- Thence South 85°40'00" West, a distance of 71.00 feet;
- Thence South 55°10'00" West, a distance of 117.00 feet;
- Thence North 80°00'00" West, a distance of 97.00 feet;
- Thence North 35°20'00" West, a distance of 60.00 feet;
- Thence North 08°50'00" West, a distance of 138.00 feet;
- Thence North 46°45'00" West, a distance of 440.79 feet;
- Thence South 77°51'37" West, a distance of 170.64 feet;
- Thence North 23°04'00" East, a distance of 508.90 feet;

EXHIBIT A
(Continued)

Thence North 23°03'14" East, a distance of 170.00 feet;
Thence South 34°00'00" East, a distance of 1070.00 feet;
Thence South 34°00'00" East, a distance of 190.00 feet;
Thence South 56°00'00" East, a distance of 328.59 feet;
Thence North 62°00'00" East, a distance of 213.60 feet;
Thence South 61°00'00" East, a distance of 430.00 feet;
Thence North 67°00'00" East, a distance of 355.00 feet;
Thence South 70°20'00" East, a distance of 365.00 feet to the **TRUE POINT OF BEGINNING.**

Parcel No. 2:

All that portion of The San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

Bounded on the West by the Easterly right-of-way of Camino Del Sol as recorded in Docket 7240, Page 1416, records of Pima County, Arizona;

Bounded on the South by the Northerly boundary of CANOA RIDGE RESUBDIVISION, according to Book 39 of Maps, Page 12, records of Pima County, Arizona, said Northerly boundary adjacent to Lots 1 through 12 and Lots 42 through 80;

Bounded on the East by the Westerly right-of-way of Interstate-19;

And bounded on the North by a line described as follows:

BEGINNING at the intersection of the Southerly boundary of GREEN VALLEY DESERT HILLS NO. 3, as recorded in Book 31 of Maps, Page 25, records of Pima County, Arizona, with the Easterly right-of-way of Camino Del Sol as recorded in Docket 7240, Page 1416, records of Pima County, Arizona;

Thence Easterly along the Southerly boundary of said GREEN VALLEY DESERT HILLS NO. 3, the following courses and distances;

Thence South 58°00'00" East, a distance of 177.34 feet;
Thence South 36°00'00" East, a distance of 317.51 feet;
Thence North 74°00'00" East, a distance of 180.00 feet;
Thence North 49°00'00" East, a distance of 680.00 feet;
Thence South 68°00'00" East, a distance of 240.00 feet;
Thence North 72°00'00" East, a distance of 300.00 feet;
Thence North 42°00'00" East, a distance of 190.00 feet;

EXHIBIT A
(Continued)

Thence leaving said South line, North 84°18'34" East, a distance of 192.92 feet;

Thence South 76°57'15" East, a distance of 677.20 feet;

Thence South 56°42'23" East, a distance of 394.00 feet to the Westerly right-of-way of Interstate-19, and the TERMINUS of said line.

Said parcel being further described as follows:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of said GREEN VALLEY DESERT HILLS NO. 3, being a point on the Easterly right-of-way line of Camino Del Sol;

The Following courses bearings and distances are along the South boundary line of said GREEN VALLEY DESERT HILLS NO. 3, unless mentioned otherwise:

Thence South 58°00'00" East, a distance of 177.34 feet;

Thence South 36°00'00" East, a distance of 317.51 feet;

Thence North 74°00'00" East, a distance of 180.00 feet;

Thence North 49°00'00" East, a distance of 680.00 feet;

Thence South 68°00'00" East, a distance of 240.00 feet;

Thence North 72°00'00" East, a distance of 300.00 feet;

Thence North 42°00'00" East, a distance of 190.00 feet;

Thence North 84°18'34" East, a distance of 192.92 feet;

Thence South 76°57'15" East, a distance of 677.20 feet;

Thence South 56°42'23" East, a distance of 394.00 feet to a point on the Westerly right-of-way line of Interstate-19;

Thence Southwesterly along the arc of a non-tangent curve to the right, having a radius of 34247.48 feet, a central angle of 00°53'05", a radial line through said point bears South 68°54'45" East, for an arc distance of 528.82 feet;

Thence North 68°01'40" West along said right-of-way line, a distance of 20.00 feet;

Thence Southwesterly along the arc of a non-tangent curve to the right, having a radius of 34227.48 feet, a central angle of 01°09'58", a radial line through said point bears South 68°01'40" East, for an arc distance of 696.61 feet; to a point of tangency;

Thence South 66°51'42" East along said right-of-way line, a distance of 20.00 feet;

EXHIBIT A
(Continued)

Thence Southwesterly along said right-of-way line and the arc of a non-tangent curve to the right, having a radius of 34247.48 feet, a central angle of 00°05'14", a radial line through said point bears South 66°51'42" East, for an arc distance of 52.14 feet;

The Following courses bearings and distances are along the South boundary line of said CANOA RIDGE RESUBDIVISION, unless mentioned otherwise:

Thence North 84°54'06" West, a distance of 133.07 feet;

Thence North 79°40'00" West, a distance of 120.86 feet;

Thence North 79°01'03" West, a distance of 16.26 feet;

Thence North 77°15'05" West, a distance of 160.85 feet;

Thence North 67°44'37" West, a distance of 9.15 feet;

Thence North 74°00'00" West, a distance of 200.66 feet;

Thence North 86°06'59" West, a distance of 42.96 feet;

Thence North 60°00'00" West, a distance of 38.00 feet;

Thence North 53°45'00" East, a distance of 46.00 feet;

Thence North 85°27'00" East, a distance of 600.00 feet;

Thence North 11°50'00" East, a distance of 417.00 feet;

Thence North 44°00'00" East, a distance of 100.00 feet;

Thence North 08°38'00" East, a distance of 233.00 feet;

Thence North 22°40'00" West, a distance of 130.00 feet;

Thence North 64°49'57" West, a distance of 39.92 feet;

Thence South 84°00'00" West, a distance of 180.11 feet;

Thence North 89°30'00" West, a distance of 214.67 feet;

Thence North 64°54'00" West, a distance of 94.00 feet;

Thence North 54°55'00" West, a distance of 226.00 feet;

Thence South 38°20'00" West, a distance of 137.56 feet;

Thence South 87°50'00" West, a distance of 210.70 feet;

Thence South 54°50'00" West, a distance of 113.41 feet;

EXHIBIT A
(Continued)

Thence North 88°10'00" West, a distance of 45.85 feet;

Thence South 77°30'00" West, a distance of 139.00 feet;

Thence North 67°50'00" West, a distance of 80.00 feet;

Thence South 72°30'00" West, a distance of 100.00 feet;

Thence South 59°10'00" West, a distance of 390.00 feet;

Thence South 48°50'00" West, a distance of 107.00 feet;

Thence South 31°35'00" West, a distance of 123.00 feet;

Thence South 76°20'00" West, a distance of 170.00 feet;

Thence North 77°00'00" West, a distance of 79.00 feet;

Thence South 05°00'00" East, a distance of 121.13 feet;

Thence Westerly along the arc of a non-tangent curve to the right, having a radius of 176.69 feet, a central angle of 59°10'00", a radial line through said point bears South 05°00'00" East, for an arc distance of 182.46 feet to a point of tangency;

Thence North 35°50'00" West, a distance of 212.98 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Northwesterly the arc of said tangent curve to the left, having a radius of 253.00 feet, a central angle of 34°30'00", for an arc distance of 152.34 feet to a point of a reverse curve;

Thence Easterly along the arc of said reverse curve to the right, having a radius of 25.00 feet, a central angle of 90°00'00", for an arc distance of 39.27 feet to a point of tangency on the Easterly right-of-way line of Camino Del Sol;

Thence North 19°40'00" East along said right-of-way line, a distance of 332.13 feet to a point of curvature of a tangent curve concave to the East;

Thence Northeasterly along the arc of said tangent curve to the right, having a radius of 725.00 feet a central angle of 05°31'55", for an arc distance of 70.00 feet to the TRUE POINT OF BEGINNING.

Parcel No. 3:

All that portion of the San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

Bounded on the West by the Easterly right-of-way of Camino Del Sol, as recorded in Docket 7240, Page 1416, records of Pima County, Arizona;

Bounded on the North by the Southerly boundary of CANOA RIDGE RESUBDIVISION, as recorded in Book 39 of Maps, Page 12, records of Pima County, Arizona;

And bounded on the South and East by the Northerly boundary of CANOA HILLS TOWNHOMES, as recorded in Book 39 of Maps, Page 78, as amended by scrivener's error recorded in Docket 8187, Page 1637, and CANOA HILLS

EXHIBIT A
(Continued)

TOWNHOMES RESUBDIVISION, as recorded in Book 41 of Maps, Page 56, as amended by scrivener's error, recorded in Docket 8187, Page 1629, re-recorded in Docket 8189, Page 960, records of Pima County, Arizona;

EXCEPT that portion of the above described parcel of land more particularly described as follows:

Commencing at the intersection of the centerline of Camino Del Sol, as recorded in Docket 7240, Page 1416, records of Pima County, Arizona, with the centerline of Camino Urbano, according to the CANOA RIDGE RESUBDIVISION, recorded in Book 39 of Maps, Page 12, records of Pima County, Arizona;

Thence South 70°20'00" East along said centerline, a distance of 75.00 feet to the Easterly right-of-way of said Camino Del Sol;

Thence South 19°40'00" West along said Easterly right-of-way, a distance of 169.87 feet to a point of curvature;

Thence Southwesterly along said Easterly right-of-way along a curve concave to the Northwest, having a radius of 3225.00 feet and a central angle of 07°13'00", an arc distance of 410.59 feet;

Thence leaving said Easterly right-of-way North 86°59'30" East, a distance of 480.27 feet to the TRUE POINT OF BEGINNING;

Thence North 57°50'03" West, a distance of 73.57 feet;

Thence North 22°39'36" West, a distance of 167.80 feet to a point on a curve through which a radial line bears South 52°20'25" East;

Thence Northeasterly along said curve concave to the Northwest, having a radius of 113.00 feet and a central angle of 17°59'35", an arc distance of 35.49 feet to a point of tangency;

Thence North 19°40'00" East, a distance of 60.87 feet to a point of curvature;

Thence Northeasterly along a curve concave to the Southeast, having a radius of 25.00 feet and a central angle of 124°30'00", an arc distance of 54.32 feet to a point of tangency on the Southerly right-of-way of said Camino Urbano;

Thence South 35°50'00" East along said Southerly right-of-way, a distance of 63.02 feet to a point of curvature;

Thence Southeasterly along said right-of-way, along a curve concave to the Northeast, having a radius of 202.69 feet and a central angle of 59°10'00", an arc distance of 209.31 feet to a point of tangency on the Westerly boundary line of Common Area "B" of said CANOA RIDGE RESUBDIVISION;

Thence leaving said right-of-way, South 05°00'00" East, along said Westerly boundary line, a distance of 145.00 feet;

Thence leaving said boundary line, South 86°59'30" West, a distance of 186.11 feet to the TRUE POINT OF BEGINNING.

Said parcel being further described as:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

BEGINNING at the Northwest corner of CANOA HILLS TOWNHOMES, recorded in Book 39 Maps, Page 78, being a point on the Easterly right-of-way line of Camino Del Sol;

EXHIBIT A
(Continued)

Thence Northeasterly along said right-of-way line and the arc of a curve to the left, having a radius of 3255.00 feet, a central angle of $11^{\circ}27'27''$, a radial line through said point bears South $58^{\circ}52'33''$ East, for an arc distance of 650.91 feet to a point of tangency;

Thence North $19^{\circ}40'00''$ East, a distance of 119.87 feet to a point of curvature of a tangent curve concave to the South;

Thence Northeasterly along the arc of said tangent curve to the right, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, for an arc distance of 39.27 feet to a point of a compound curve;

Thence Easterly along the arc of said compound curve to the right, having a radius of 215.00 feet, a central angle of $08^{\circ}34'12''$, for an arc distance of 32.16 feet to a point of tangency;

Thence South $61^{\circ}45'48''$ East, a distance of 52.12 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Southeasterly along the arc of said tangent curve to the right, having a radius of 107.80 feet, a central angle of $25^{\circ}55'48''$, for an arc distance of 48.79 feet to a point of tangency;

Thence South $35^{\circ}50'00''$ East, a distance of 149.96 feet to a point of a cusp of curvature of a tangent curve concave to the Northeast;

Thence Northwesterly along the arc of said tangent curve to the left, having a radius of 25.00 feet, a central angle of $124^{\circ}30'00''$, for an arc distance of 54.32 feet to a point of tangency;

Thence South $19^{\circ}40'00''$ West, a distance of 60.87 feet to a point of curvature of a tangent curve concave to the West;

Thence Southerly along the arc of said tangent curve to the right, having a radius of 113.00 feet, a central angle of $17^{\circ}59'29''$, for an arc distance of 35.48 feet to a point of a non-tangent line;

Thence South $22^{\circ}39'36''$ East, a distance of 167.80 feet;

Thence South $57^{\circ}50'03''$ East, a distance of 73.57 feet;

Thence North $86^{\circ}59'30''$ East, a distance of 186.11 feet;

The Following courses bearings and distances are along the south boundary line of said CANOA RIDGE RESUBDIVISION, recorded in Book 39 Maps, Page 12, unless mentioned otherwise:

Thence South $05^{\circ}00'00''$ East, a distance of 66.12 feet;

Thence South $54^{\circ}10'00''$ East, a distance of 232.11 feet;

Thence North $86^{\circ}50'00''$ East, a distance of 240.00 feet;

Thence South $62^{\circ}25'00''$ East, a distance of 245.00 feet;

Thence North $67^{\circ}10'00''$ East, a distance of 164.00 feet;

Thence South $69^{\circ}25'00''$ East, a distance of 97.00 feet;

Thence South $48^{\circ}00'00''$ East, a distance of 126.00 feet;

EXHIBIT A
(Continued)

Thence South 82°18'00" East, a distance of 111.00 feet;

Thence North 50°35'00" East, a distance of 110.00 feet;

Thence South 78°50'00" East, a distance of 76.00 feet;

Thence South 56°50'00" East, a distance of 36.00 feet;

Thence South 21°50'00" East, a distance of 54.00 feet;

Thence South 06°10'00" East, a distance of 263.00 feet;

Thence North 81°30'00" East, a distance of 67.00 feet;

Thence South 78°20'00" East, a distance of 118.00 feet;

Thence South 59°25'00" East, a distance of 114.00 feet;

Thence North 77°25'00" East, a distance of 74.78 feet;

Thence South 74°08'12" East, a distance of 126.10 feet to a point on the Westerly right-of-way line of Camino Del Pato;

Thence South 24°00'00" West along said right-of-way line, a distance of 153.35 feet to a point of curvature of a tangent curve concave to the West;

Thence Southwesterly along said right-of-way line and the arc of said tangent curve to the right, having a radius of 377.00 feet, a central angle of 12°14'13", for an arc distance of 80.52 feet to a point of a non-tangent line;

Thence North 53°45'47" West, a distance of 44.45 feet;

Thence North 76°50'38" West, a distance of 489.64 feet;

Thence North 43°00'00" West, a distance of 71.66 feet;

Thence North 66°30'00" West, a distance of 45.85 feet;

Thence North 90°00'00" West, a distance of 225.00 feet;

Thence North 19°39'53" East, a distance of 110.00 feet;

Thence North 77°09'46" West, a distance of 130.00 feet;

Thence South 41°37'29" West, a distance of 110.00 feet;

Thence South 71°54'12" West, a distance of 110.00 feet;

Thence South 68°20'25" West, a distance of 44.82 feet;

Thence North 34°20'25" West, a distance of 44.82 feet;

EXHIBIT A
(Continued)

Thence North 73°00'00" West, a distance of 66.00 feet;

Thence South 76°00'00" West, a distance of 83.00 feet;

Thence North 69°02'55" West, a distance of 126.75 feet;

Thence North 69°02'55" West, a distance of 493.58 feet;

Thence North 55°00'00" West, a distance of 280.00 feet;

Thence North 78°30'00" West, a distance of 380.30 feet to the TRUE POINT OF BEGINNING.

Parcel No. 4:

All that portion of The San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

Bounded on the North by the Southerly boundary of CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona;

Bounded on the East by the Westerly right-of-way of Camino Del Sol, as recorded in Docket 7240, Page 1416, records of Pima County, Arizona;

And bounded on the South and West by the Northerly boundary of CANOA ESTATES II, as recorded in Book 39 of Maps, Page 91, records of Pima County, Arizona;

Said parcel being further described as:

That portion of land within San Ignacio De La Canoa Land Grant, Pima Count, Arizona, described as follows:

BEGINNING at the Northeast corner of said CANOA ESTATES II, and Westerly right-of-way line of Camino Del sol, recorded in Book 39 Maps, Page 91, records of Pima County, Arizona;

The Following courses bearings and distances are along the boundary line of said CANOA ESTATES II, unless mentioned otherwise:

Thence North 58°00'00" West, a distance of 222.23 feet;

Thence South 84°00'00" West, a distance of 320.00 feet;

Thence North 70°00'00" West, a distance of 950.00 feet;

Thence North 47°00'00" West, a distance of 490.00 feet;

Thence North 68°00'00" West, a distance of 395.00 feet;

Thence North 23°13'00" East, a distance of 140.25 feet;

Thence South 66°56'00" East, a distance of 49.00 feet;

EXHIBIT A
(Continued)

Thence South 59°00'00" East, a distance of 212.06 feet;

Thence South 65°40'00" East, a distance of 241.15 feet;

Thence South 78°20'00" East, a distance of 60.40 feet;

Thence South 58°45'00" East, a distance of 83.19 feet;

Thence South 72°00'00" East, a distance of 478.17 feet;

Thence South 02°10'01" East, a distance of 204.90 feet;

Thence South 80°30'00" East, a distance of 80.08 feet;

Thence North 72°30'20" East, a distance of 98.00 feet;

Thence South 83°33'04" East, a distance of 221.99 feet;

Thence North 88°25'11" East, a distance of 237.39 feet;

Thence South 69°30'00" East, a distance of 487.94 feet;

Thence South 61°50'00" East, a distance of 98.46 feet to a point on the Westerly right-of-way line of said Camino Del Sol;

Thence Southwesterly along said right-of-way line and the arc of a non-tangent curve to the right, having a radius of 3105.00 feet; a central angle of 04°03'12", a radial line through said point bears South 50°46'30" East, for an arc distance of 219.66 feet to the TRUE POINT OF BEGINNING.

Parcel No. 5:

That parcel of land shown as "Excluded" on the plat of CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, adjoining Camino Del Sol on the East.

Said parcel being further described as:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

BEGINNING at the corner of said CANOA ESTATES, and Westerly right-of-way line of Camino Del sol, recorded in Book 38 Maps, Page 6, records of Pima County, Arizona;

Thence Southwesterly along the Westerly right-of-way line of Camino Del Sol and the arc of a curve to the right, having a radius of 3105.00 feet, a central angle of 04°56'14", a radial line through said point bears South 65°28'04" East, for an arc distance of 267.56 feet to a point of a non-tangent line;

The Following courses bearings and distances are along the boundary line of said CANOA ESTATES, unless mentioned otherwise:

Thence North 63°25'00" West, a distance of 388.00 feet;

EXHIBIT A
(Continued)

Thence North 64°30'00" West, a distance of 137.00 feet;

Thence North 70°50'00" West, a distance of 225.00 feet;

Thence North 61°30'00" West, a distance of 46.00 feet;

Thence North 27°00'00" West, a distance of 214.00 feet;

Thence North 18°00'00" East, a distance of 97.00 feet;

Thence South 84°20'00" East, a distance of 50.00 feet;

Thence South 67°45'00" East, a distance of 98.00 feet;

Thence South 62°00'00" East, a distance of 130.00 feet;

Thence South 65°32'00" East, a distance of 206.48 feet;

Thence South 68°32'00" East, a distance of 403.99 feet;

Thence South 68°32'00" East, a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

Parcel No. 6:

All that portion of The San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

Bounded on the North by the Southerly boundary of CANOA HILLS TOWNHOMES, as recorded in Book 39 of Maps, Page 78, as amended by scrivener's error recorded in Docket 8187, Page 1637 and the Southerly and Easterly boundary of CANOA HILLS TOWNHOMES RESUBDIVISION, as recorded in Book 41 of Maps, Page 56, as amended by scrivener's error recorded in Docket 8187, Page 1629, re-recorded in Docket 8189, Page 960, records of Pima County, Arizona;

Bounded on the East by the Westerly right-of-way of Interstate-19;

Bounded on the West by the Easterly right-of-way of Camino Del Sol, as recorded in Docket 7240, Page 1416, records of Pima County, Arizona;

And bounded on the South by the Northerly boundary of that parcel of land described in Docket 3279, Page 509, records of Pima County, Arizona;

EXCEPT the following described parcel of land;

All of CANOA VISTAS, as recorded in Book 39 of Maps, Page 60, as amended by scrivener's error recorded in Docket 8225, Page 1103, records of Pima County, Arizona;

And also EXCEPT the following described parcel of land:

All of CANOA CANYON ESTATES, as recorded in Book 39 of Maps, Page 7, records of Pima County, Arizona;

And also EXCEPT all that parcel of land described in Docket 7440, Page 409, records of Pima County, Arizona.

EXHIBIT A
(Continued)

Said parcel being further described as:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows: '

BEGINNING at the Southwest corner of CANOA VISTAS, as recorded in Book 39 Maps, Page 60, as amended by scrivener's error recorded in Docket 8225, Page 1103, records of Pima County, Arizona, being a point on the Easterly right-of-way line of Camino Del Sol;

The Following courses bearings and distances are along the boundary of said CANOA VISTA, unless mentioned otherwise:

Thence South 84°50'00" East, a distance of 91.31 feet;

Thence South 63°50'00" East, a distance of 312.42 feet;

Thence South 89°00'00" East, a distance of 114.00 feet;

Thence South 72°15'00" East, a distance of 142.00 feet;

Thence South 77°30'00" East, a distance of 686.56 feet;

Thence North 39°30'00" East, a distance of 67.34 feet;

Thence North 57°00'00" East, a distance of 150.67 feet;

Thence North 26°30'00" West, a distance of 170.00 feet;

Thence North 48°28'00" West, a distance of 416.08 feet;

Thence North 67°00'00" West, a distance of 66.72 feet;

Thence North 51°00'00" West, a distance of 435.00 feet;

Thence North 31°40'00" West, a distance of 238.66 feet;

Thence North 05°00'00" West, a distance of 97.72 feet to a point on the Easterly right-of-way line of Camino Del Sol;

Thence Northeasterly along said right-of-way line and the arc of a non-tangent curve-to the left, having a radius of 3255.00 feet, a central angle of 01°14'19", a radial line through said point bears South 49°35'42" East, for an arc distance of 70.37 feet to a point of tangency;

Thence South 13°00'00" East, a distance of 109.10 feet;

Thence South 85°00'00" East, a distance of 157.00 feet;

Thence South 48°00'00" East, a distance of 110.00 feet;

Thence South 20°00'00" East, a distance of 206.00 feet;

Thence North 90°00'00" East, a distance of 88.00 feet;

EXHIBIT A
(Continued)

Thence South 56°00'00" East, a distance of 177.00 feet;

Thence South 11°00'00" East, a distance of 76.00 feet;

Thence South 49°00'00" East, a distance of 464.00 feet;

Thence South 47°00'00" East, a distance of 177.00 feet;

Thence South 85°00'00" East, a distance of 580.00 feet;

Thence South 77°00'00" East, a distance of 171.00 feet;

Thence South 67°00'00" East, a distance of 126.38 feet;

Thence South 43°00'00" East, a distance of 115.89 feet;

Thence North 78°00'00" East, a distance of 118.00 feet;

Thence North 10°00'00" East, a distance of 177.00 feet;

Thence North 36°00'00" East, a distance of 138.00 feet;

Thence North 63°00'00" East, a distance of 136.00 feet;

Thence North 37°00'00" East, a distance of 80.00 feet;

Thence North 29°30'00" East, a distance of 257.00 feet;

Thence North 10°02'07" West, a distance of 46.84 feet to a point on the Southerly right-of-way line of Camino Del Pato;

Thence Northeasterly along said right-of-way line and the arc of a non-tangent curve to the left, having a radius of 403.00 feet, a central angle of 33°57'29", a radial line through said point bears South 10°02'18" East, for an arc distance of 238.85 feet to a point of a non-tangent line;

Thence South 43°59'40" East, a distance of 66.54 feet to a point on the Westerly right-of-way line of Interstate-19;

Thence South 24°09'44" West along said right-of-way line, a distance of 1661.00 feet;

The Following courses bearings and distances are along Northerly the boundary line of said CANOA CANYON ESTATES, as recorded in Book 39 Maps, Page 7, unless mentioned otherwise:

Thence North 84°00'00" West, a distance of 313.38 feet;

Thence North 48°00'00" West, a distance of 430.00 feet;

Thence North 87°30'00" West, a distance of 274.00 feet;

Thence South 80°00'00" West, a distance of 89.00 feet;

EXHIBIT A
(Continued)

Thence North 81°00'00" West, a distance of 83.00 feet;

Thence North 63°00'00" West, a distance of 160.00 feet;

Thence South 81°00'00" West, a distance of 230.00 feet;

Thence North 56°00'00" West, a distance of 196.00 feet;

Thence North 86°30'00" West, a distance of 264.00 feet;

Thence South 85°00'00" West, a distance of 294.17 feet;

Thence North 59°09'07" West, a distance of 731.27 feet;

Thence Easterly along the arc of a non-tangent curve to the left, having a radius of 1945.00 feet, a central angle of 07°52'01", a radial line through said point bears South 60°47' 59" East, for an arc distance of 267.06 feet to the TRUE POINT OF BEGINNING.

Parcel No. 7:

All that portion of San Ignacio De La Canoa Land Grant, Pima County, Arizona, bounded on the Northeast by Camino Urbano, bounded on the Southeast by Lots 45 through 54, bounded on the Southwest by Avenida Oconor, and bounded on the Northwest by Lots 35 through 38 and Lots 40 through 44, as shown on the plat of CANOA ESTATES, Lots 1 through 42 and Common Areas "A" and "B", as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona;

Said parcel being further described as:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

The Following courses bearings and distances are along the boundary line of said CANOA ESTATES, unless mentioned otherwise:

BEGINNING at the Northeast corner of Lot 35 of said CANOA ESTATES, and Westerly right-of-way line of Camino Del sol, recorded in Book 38 Maps, Page 6, records of Pima County, Arizona;

Thence Easterly along the arc of a curve to the left, having a radius of 213.00 feet;, a central angle of 26°20'05", a radial line through said point bears North 26°20'05" East, for an arc distance of 97.90 feet to a point of tangency;

Thence South 90°00'00" East, a distance of 8.02 feet;

Thence South 51°04'18" West, a distance of 237.94 feet;

Thence South 40°21'35" West, a distance of 100.00 feet;

Thence South 35°25'36" West, a distance of 100.37 feet;

Thence South 28°21'00" West, a distance of 151.77 feet;

Thence South 45°15'11" West, a distance of 170.00 feet;



EXHIBIT A
(Continued)

Thence North 71°38'14" West, a distance of 212.62 feet;

Thence South 31°00'00" West, a distance of 108.54 feet;

Thence Easterly along the arc of a non-tangent curve to the right, having a radius of 737.00 feet, a central angle of 01°34'00", a radial line through said point bears South 23°11'39" West, for an arc distance of 20.15 feet to a point of tangency;

Thence North 31°00'00" East, a distance of 110.63 feet;

Thence North 59°00'00" West, a distance of 30.00 feet;

Thence North 05°25'10" East, a distance of 95.00 feet;

Thence North 44°09'02" East, a distance of 100.00 feet;

Thence North 61°21'17" East, a distance of 519.99 feet;

Thence North 55°20'08" East, a distance of 131.56 feet to the TRUE POINT OF BEGINNING.

Parcel No. 8:

All that portion of Common Area "B", GREEN VALLEY DESERT HILLS NO. 4 RESUBDIVISION, Lots 1 through 224 and Common Areas "A" and "B", as recorded in Book 35 of Maps, Page 47, records of Pima County, Arizona, more particularly described as follows:

Beginning at an angle point on the Southeasterly boundary of said GREEN VALLEY DESERT HILLS NO. 4 RESUBDIVISION, from which the most Westerly corner of said boundary bears North 34°00'00" West, 1183.49 feet distant;

Thence North 34°00'00" West along said Southeasterly boundary, a distance of 190.00 feet;

Thence South 61°45'31" East, a distance of 42.94 feet;

Thence South 26°30'15" East, a distance of 153.31 feet to the TRUE POINT OF BEGINNING;

Thence South 64°49'30" East, a distance of 319.70 feet;

Thence North 72°59'17" East, a distance of 179.53 feet to an angle point of said Southeasterly boundary;

Thence South 62°00'00" West along said Southeasterly boundary, a distance of 213.60 feet;

Thence continuing along said Southeasterly boundary, North 56°00'00" West, a distance of 328.60 feet to the TRUE POINT OF BEGINNING.

Parcel No. 9:

All that portion of Lot 93, CANOA ESTATES, Lots 1 through 142 and Common Areas "A" and "B", as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page

EXHIBIT A
(Continued)

1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, more particularly described as follows:

Beginning at the Southerly corner of said Lot 93, common with an angle point of the Southerly boundary of said CANOA ESTATES;

Thence North 18°11'02" East, a distance of 109.27 feet;

Thence North 22°31'02" West, a distance of 109.27 feet to an angle point of said Southerly boundary;

Thence South 02°10'00" East along said Southerly boundary, a distance of 204.90 feet to the TRUE POINT OF BEGINNING.

Parcel Nos. 1 through 9, together with perpetual easements as created in Docket 8193, Page 1901 for ingress, egress, utilities, drainage, purposes related to insured's use of its adjacent land as a golf course and related purposes over and across the following described property, comprising Parcels 10 through 20, described as follows:

Parcel No. 10:

An easement for ingress and egress, 26.00 feet in width, lying within Common Area "A", CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

BEGINNING at the most Easterly end of a curve of the centerline of Camino Urbano, lying opposite from Lot 23 and Lot 34, all as shown on the said plat of CANOA ESTATES;

Thence South 41°13'00" East along said centerline, a distance of 94.99 feet to a point of curvature;

Thence continuing along said centerline of Camino Urbano, along a curve concave to the Northeast, having a radius of 200.00 feet and a central angle of 48°47'00", an arc length of 170.29 feet to a point of tangency and the TERMINUS of the centerline of said easement.

Parcel No. 11:

An easement for ingress and egress, 20.00 feet in width, lying within Common Area "B", CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the most Easterly corner of Lot 23 of said CANOA ESTATES;

Thence North 50°24'19" West along the Northeasterly line thereof, a distance of 8.00 feet to the TRUE POINT OF BEGINNING;

Thence North 18°56'04" East, a distance of 46.19 feet;

Thence North 35°20'00" East, a distance of 51.00 feet;

EXHIBIT A
(Continued)

Thence North 20°20'00" East, a distance of 47.00 feet to the Northeasterly boundary of said CANOA ESTATES and the TERMINUS of said centerline, from which an angle point of said Northerly boundary bears South 46°45'00" East, 30.00 feet distant.

Parcel No. 12:

An easement for ingress and egress, 20.00 feet in width, lying within Lot 22, CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the most Easterly corner of Lot 23 of said CANOA ESTATES;

Thence North 50°24'19" West along the Northeasterly line thereof, a distance of 8.00 feet to the TRUE POINT OF BEGINNING;

Thence South 32°02'21" West, a distance of 135.57 feet to the Southwesterly line of said Lot 22 and the TERMINUS of said centerline, from which the most Westerly corner thereof bears North 41°13'00" West, 4.00 feet distant;

EXCEPT any portion of the above described easement lying within said Lot 23.

Parcel No. 13:

An easement for ingress and egress, 20.00 feet in width lying within Lot 23, CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the most Easterly corner of said Lot 23;

Thence North 50°24'19" West along the Northeasterly line thereof, a distance of 8.00 feet to the TRUE POINT OF BEGINNING;

Thence South 32°02'21" West, a distance of 135.57 feet to the Southwesterly line of Lot 22 of said CANOA ESTATES and the TERMINUS of said centerline, from which the most Westerly corner thereof bears North 41°13'00" West, 4.00 feet distant;

EXCEPT any portion of the above described easement lying within said Lot 22.

Parcel No. 14:

An easement of ingress and egress, 20.00 feet in width, lying within Common Area "A" and Common Area "B", CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the most Southerly corner of Lot 44 of said CANOA ESTATES, through which a radial line bears South 24°45'39" West;

EXHIBIT A
(Continued)

Thence Southeasterly along a curve of the Northerly right-of-way of Camino Oconor, concave to the Northeast, having a radius of 737.00 feet and a central angle of $00^{\circ}46'58''$, an arc length of 10.07 feet to the TRUE POINT OF BEGINNING;

Thence leaving said Northerly right-of-way, South $31^{\circ}00'00''$ West, a distance of 26.19 feet;

Thence South $85^{\circ}04'00''$ West, a distance of 46.60 feet to the Southerly boundary of said CANOA ESTATES and the TERMINUS of said centerline, from which an angle point of said Southerly boundary bears North $59^{\circ}00'00''$ West, 85.00 feet distant.

Parcel No. 15:

An easement for ingress and egress, 20.00 feet in width, lying within Common Area "A" and Common Area "B", CANOA ESTATES, as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the most Southerly corner of that parcel of land shown as "Excluded" on said plat of CANOA ESTATES, common with the Westerly right-of-way of Camino Del Sol, as recorded in Docket 7240, Page 1416;

Thence North $63^{\circ}25'00''$ West along the Southwesterly boundary of said "Excluded" parcel, a distance of 148.00 feet to the TRUE POINT OF BEGINNING;

Thence leaving said Southerly boundary, South $26^{\circ}35'00''$ West, a distance of 63.00 feet;

Thence South $55^{\circ}40'00''$ East, a distance of 52.00 feet;

Thence South $11^{\circ}15'00''$ East, a distance of 134.58 feet to the Westerly right-of-way of said Camino Del Sol and the TERMINUS of said centerline.

Parcel No. 16:

An easement for ingress, egress, landscaping and utilities over all that portion of Common Area "A" and Common Area "B", CANOA ESTATES, Lots 1 through 142 and Common Areas "A" and "B", as recorded in Book 38 of Maps, Page 6, as amended by scrivener's errors recorded in Docket 8179, Page 1559, in Docket 8187, Page 1615, in Docket 8187, Page 1619 and in Docket 8187, Page 1623, records of Pima County, Arizona, more particularly described as follows:

Beginning at the intersection of the Westerly right-of-way of Camino Del Sol with the Northerly right-of-way of Camino Urbano, as shown on said plat;

Thence from a radial bearing of South $66^{\circ}08'07''$ East, Southwesterly along a curve of said Northerly right-of-way, having a radius of 25.00 feet and a central angle of $87^{\circ}36'07''$, an arc length of 38.22 feet to a point of tangency;

Thence continuing along said Northerly right-of-way, North $68^{\circ}32'00''$ West, a distance of 77.98 feet;

Thence leaving said Northerly right-of-way, South $21^{\circ}28'00''$ West, a distance of 46.00 feet to the Northerly boundary of that parcel of land shown as "Excluded" on said plat;

Thence South $68^{\circ}32'00''$ East along said Northerly boundary, a distance of 100.00 feet to a curve of said Westerly right-of-way of Camino Del Sol, through which a radial line bears South $65^{\circ}28'04''$ East;

EXHIBIT A
(Continued)

Thence Northerly along said curve, concave to the West, having a radius of 3105.00 feet and a central angle of $01^{\circ}17'31''$, an arc length of 70.01 feet to the TRUE POINT OF BEGINNING.

Parcel No. 17:

An easement for ingress and egress, 20.00 feet in width, lying within Common Area "A" and Common Area "B", CANOA RIDGE RESUBDIVISION, as recorded in Book 39 of Maps, Page 12, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the Northwest corner of Lot 69 of said CANOA RIDGE RESUBDIVISION;

Thence North $86^{\circ}06'59''$ West, a distance of 42.96 feet;

Thence North $60^{\circ}00'00''$ West, a distance of 9.00 feet to the TRUE POINT OF BEGINNING;

Thence South $15^{\circ}20'00''$ West, a distance of 54.00 feet;

Thence South $33^{\circ}37'00''$ West, a distance of 138.69 feet to the Southerly boundary of said CANOA RIDGE RESUBDIVISION and the TERMINUS of said centerline, from which an angle point of said Southerly boundary bears North $21^{\circ}50'00''$ West, 24.45 feet distant.

Parcel No. 18:

An easement of ingress and egress over all that portion of Camino Urbano, as shown on the plat of CANOA RIDGE RESUBDISION, Lots 1 through 128 and Common Areas "A" and "B", as recorded in Book 39 of Maps, Page 12, records of Pima County, Arizona, lying Easterly of the Easterly right-of-way of Camino Del Sol and Westerly of a point that bears North $85^{\circ}00'00''$ East, 102.70 feet from the intersection of the centerline of said Camino Urbano with the centerline of Vuelta Del Yaba.

Said parcel being further described as follows:

An easement for ingress and egress over the following described property:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, the centerline described as follows:

Commencing at the Northwest corner of said CANOA RIDGE RESUBDIVISION, and Westerly right-of-way line of Interstate-19, recorded in Book 39 Maps, Page 12;

Thence South $05^{\circ}00'00''$ East along the West line of said plat, a distance of 121.13 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $05^{\circ}00'00''$ East along said line, a distance of 26.00 feet;

Thence Northwesterly along the arc of a non-tangent curve to the right, having a radius of 202.69 feet, a central angle of $59^{\circ}10'00''$, a radial line through said point bears South $05^{\circ}00'00''$ East, for an arc distance of 209.31 feet to a point of tangency;

Thence North $35^{\circ}50'01''$ West, a distance of 212.98 feet to a point of curvature of a tangent curve concave to the North;

EXHIBIT A
(Continued)

Thence Northwesterly along the arc of said tangent curve to the left, having a radius of 107.80 feet, a central angle of 25°55'48", for an arc distance of 48.79 feet to a point of tangency;

Thence North 61°45'48" West, a distance of 52.12 feet to a point of curvature of a tangent curve concave to the Southwest;

Thence Northwesterly along the arc of said tangent curve to the left, having a radius of 215.00 feet, a central angle of 08°34'12", for an arc distance of 32.16 feet to, a point a compound curve;

Thence Southwesterly along the arc of said compound curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", for an arc distance of 39.27 feet to a point on the Easterly right-of-way line of Camino Del Sol;

Thence North 19°40'00" East along said right-of-way line, a distance of 88.00 feet to a point of a cusp of curvature of a tangent curve concave to the Northeast;

Thence Southeasterly along the arc of said tangent curve to the left, having a radius of 25.00 feet, a central angle of 90°00'00", for an arc distance of 39.27 feet to a point of a reverse curve;

Thence Southeasterly along the arc of said reverse curve to the right, having a radius of 253.00 feet, a central angle of 34°30'00", for an arc distance of 152.34 feet to a point of tangency;

Thence South 35°50'00" East, a distance of 212.98 feet to a point of curvature of a tangent curve concave to the Northeast;

Thence Southeasterly along the arc of said tangent curve to the left, having a radius of 176.69 feet, a central angle of 59°10'00", for an arc distance of 182.46 feet to a point on the West line of said plat, being to the TRUE POINT OF BEGINNING.

Parcel No. 19:

An easement for ingress and egress over all that portion of Camino Del Pato, as shown on the plat of CANOA HILLS TOWNHOMES RESUBDIVISION, Lot 65 through 143, and Common Areas "A" and "B", as recorded in Book 41 of Maps, Page 56, as amended by scrivener's error recorded in Docker 8187, Page 1629, re-recorded in Docket 8189, Page 960, records of Pima County, Arizona, lying Southwesterly of the Northerly boundary of said CANOA HILLS TOWNHOMES RESUBDIVISION and Northeasterly of a line radial to said Camino Del Pato through the Southeasterly corner of Lot 143 of said subdivision;

Said parcel being further described as follows:

An easement for ingress and egress over the following described property:

A strip of land 26.00 feet wide within San Ignacio De La Canoa Land Grant, Pima County, Arizona, the centerline described as follows:

Commencing at the Southeast corner of CANOA RIDGE RESUBDIVISION, and Westerly right-of-way line of Interstate-19, recorded in Book 39 Maps, Page 12, records of Pima County, Arizona;

Thence North 70°50'00" West along the South line of said plat, a distance of 35.01 feet;

Thence North 74°08'12" West along said line, a distance of 11.20 feet to the POINT OF BEGINNING;

EXHIBIT A
(Continued)

Thence South 24°00'00" West, a distance of 155.21 feet to a point of curvature of a tangent curve concave to the Northwest;

Thence Southwesterly along the arc of said tangent curve to the right, having a radius of 390.00 feet, a central angle of 59°03'50", for an arc distance of 402.03 feet to the POINT OF TERMINUS;

Parcel No. 20:

An easement for ingress and egress, 20.00 feet in width, lying within Common Area "A" and Common Area "B", CANOA HILLS TOWNHOMES, as recorded in Book 39 of Maps, Page 78, as amended by scrivener's error recorded in Docket 8187, Page 1637, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

Commencing at the Northwest corner of said CANOA HILLS TOWNHOMES;

Thence South 78°30'00" East along the Northerly boundary thereof, a distance of 10.62 feet to the POINT OF BEGINNING;

Thence South 22°50'00" West, a distance of 100.00 feet;

Thence South 28°38'20" West, a distance of 62.75 feet;

Thence South 41°30'00" West, a distance of 10.00 feet Northwesterly of and parallel with the Northwesterly line of Lot 1 of said CANOA HILLS TOWNHOMES, a distance of 61.23 feet;

Thence South 31°30'37" West, a distance of 93.13 feet;

Thence South 00°20'00" West, a distance of 72.00 feet;

Thence South 51°00'00" West, a distance of 42.00 feet;

Thence South 89°50'00" West, a distance of 40.00 feet;

Thence South 59°48'24" West, a distance of 42.87 feet to the Southerly boundary of said CANOA HILLS TOWNHOMES, from which the Southwest corner thereof bears North 13°00'00" West, 22.00 feet distant.

Parcel No. 21:

An easement for ingress, egress and maintenance through and across the existing golf cart under paths and under passes beneath the paved surface of Camino Del Sol between Station 45+00 and Station 79+50, as further shown on the maps attached to instruments recorded in Docket 9375, Page 363, records of Pima County, Arizona;

Said parcel being further described as follows:

That portion of land within San Ignacio De La Canoa Land Grant, Pima County, Arizona, described as follows:

An easement 10.00 feet wide for ingress, egress and maintenance through and across the existing golf cart under paths and underpasses beneath the right-of-way of Camino Del Sol, as dedicated in Docket 7240, Page 1416, records of Pima County, Arizona, further described as being 5.00 feet on either side of a centerline as follows:

EXHIBIT A
(Continued)

Beginning at the Southeast corner of GREEN VALLEY DESERT HILLS NO. 3, and the Westerly right-of-way line of Camino Del Sol, as recorded in Book 31 Maps, Page 25, records of Pima County, Arizona;

Thence along said right-of-way South 19°40'00" West, a distance of 38.09 feet to the POINT OF BEGINNING;

Thence South 70°20'00" East, a distance of 150.00 feet to the POINT OF TERMINUS.

Parcel No. 22:

An easement 25.00 feet wide for ingress, egress and maintenance through and across the existing golf cart under paths and under passes beneath the right-of-way of Camino Del Sol, as dedicated in Docket 7240, Page 1416, records of Pima County, Arizona, further described as being 12.50 feet on either side of a centerline as follows:

Beginning at the Southeast corner of the "Excluded" area of CANOA ESTATES, and the Westerly right-of-way line of Camino Del Sol, recorded in Book 38 Maps, Page 6, records of Pima County, Arizona, said point being on a 3105.00 foot radius curve, the radial line of said curve through said point having a bearing of North 60°31'49" East;

Thence Northerly along said right-of-way along said curve to the left for an arc distance of 125.71 feet and a central angle of 02°19'11" to the POINT OF BEGINNING;

Thence South 62°51'00" East, a distance of 150.00 feet to the POINT OF TERMINUS.

APN: 304-18-919A, 304-18-916B, 304-64-689B and 304-18-865A

SAN IGNACIO DE LA CANOA LAND GRANT



ACCESS EASEMENTS



POTENTIAL DONATION PARCELS



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

PARCEL A

An easement for ingress and egress, 20.00 feet in width, lying within Common Area "A" and Common Area "B", CANOA RIDGE RESUBDIVISION, as recorded in Book 39 of Maps and Plats at Page 12, records of Pima County, Arizona, the centerline of said easement more particularly described as follows:

COMMENCING at the Northwest corner of Lot 69 of said CANOA RIDGE RESUBDIVISION, THENCE N 86°06'59" W, 42.96 feet:

THENCE N 60°00'00" W, 9.00 feet to the POINT OF BEGINNING;

THENCE S 15°20'00" W, 54.00 feet;

THENCE S 33°37'00" W, 138.69 feet to the southerly boundary of said CANOA RIDGE RESUBDIVISION and the terminus of said centerline, from which an angle point of said southerly boundary bears N 21°50'00" W, 24.19 feet distant.

EXHIBIT B

8193 1862

PARCEL B

An easement for ingress and egress over all that portion of CAMINO URBANO, as shown on the plat of CANOA RIDGE RESUBDIVISION, Lots 1-128 and Common Areas "A" and "B", as recorded in Book 39 of Maps and Plats at Page 12, records of Pima County, Arizona, lying easterly of the easterly right-of-way of CAMINO DEL SOL and westerly of a point that bears N 85°00'00" E, 102.70 feet from the intersection of the centerline of said CAMINO URBANO with the centerline of VUELTA DEL YABA.

8193 1863

NOTE RE "EXHIBIT C"

The Permitted Exceptions to Title to be attached to the subject Agreement to Donate Real Property ("Agreement") may differ in some respects from the Schedule B exceptions to title attached hereto as a result of an updated title commitment which has been ordered but not yet completed and reviewed.

The final Permitted Exceptions to Title will be attached as "Exhibit C" to the subject Agreement prior to close of escrow.

SCHEDULE B – SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Exceptions and Exclusions from coverage which will appear in the policy or policies to be issued as set forth in Attachment One attached.

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2017.
- 2. Any rights, liens, claims or equities, if any, in favor of Green Valley Domestic Water Improvement District.
- 3. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 38 of Maps, Page 6.
- 4. Easements, covenants, conditions and restrictions as set forth on the recorded plat in Book 35 of Maps, Page 47.
- 5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Flowage
 Recording Date: November 27, 1974
 Recording No: Docket 4902, Page 541

- 6. No right of access to Tucson-Nogales Highway I-19 prohibited, except at properly designated frontage roads and on and off ramps to said highway as set forth in a document:

Recording Date: December 11, 1974
 Recording No: Docket 4911, Page 268
 Affects Parcel Nos. 2, 3 and 6

- 7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Drainage
 Recording Date: December 11, 1974
 Recording No: Docket 4911, Page 268
 Affects Parcel Nos. 2, 3 and 6

- 8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Sewer Lines, Manholes and appurtenances
 Recording Date: January 15, 1979
 Recording No: Docket 5943, Page 425
 Affects Parcel No. 2



EXHIBIT C

SCHEDULE B – Section II
(Continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer Lines, Manholes and appurtenances
Recording Date: January 03, 1984
Recording No: Docket 7190, Page 656
Affects Parcel Nos. 3 and 6
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Transmission and Distribution of Electricity and Communication Facilities
Recording Date: April 05, 1984
Recording No: Docket 7255, Page 785
Affects Parcel Nos. 1, 2, 4, 5 and 6
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Transmission and Distribution of Electricity and Communication Facilities
Recording Date: May 14, 1984
Recording No: Docket 7282, Page 552
Affects Parcel No. 1
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Transmission and Distribution of Electricity and Communication Facilities
Recording Date: August 07, 1984
Recording No: Docket 7341, Page 849
Affects Parcel No. 18
13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Natural Gas Lines and appurtenant facilities
Recording Date: September 10, 1984
Recording No: Docket 7364, Page 376
Affects Parcel No. 3
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer Facilities and appurtenant facilities
Recording Date: October 02, 1984
Recording No: Docket 7380, Page 660
Affects Parcel No. 1
15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer Line(s), Manholes and appurtenances
Recording Date: December 13, 1984
Recording No: Docket 7429, Page 727
Affects Parcel No. 2

SCHEDULE B – Section II
(Continued)

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer Line(s), Manholes and appurtenances/Sanitary Sewer Blanket
Recording Date: May 22, 1985
Recording No: Docket 7539, Page 603
17. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Water Mains
Recording Date: May 30, 1985
Recording No: Docket 7544, Page 571
Affects Parcel No. 1
18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Water Pipes or Mains
Recording Date: June 21, 1985
Recording No: Docket 7560, Page 516
Affects Parcel No. 6
19. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer and Utility
Recording Date: June 28, 1985
Recording No: Docket 7565, Page 1506
Affects Parcel No. 6
20. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Encroachment
Recording Date: October 03, 1985
Recording No: Docket 7632, Page 499
Affects Parcel No. 4
21. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer and Utility
Recording Date: February 25, 1986
Recording No: Docket 7728, Page 849
and Recording No: Docket 7728, Page 851
Affects Parcel No. 6
22. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Slopes, Drainage and General Utility Facilities
Recording Date: October 07, 1986
Recording No: Docket 7885, Page 1786
Affects Parcel No. 4

SCHEDULE B – Section II
(Continued)

23. Matters contained in that certain document
- Entitled: Hold Harmless Clause
Recording Date: March 24, 1986
Recording No: Docket 7747, Page 907
Affects Parcel No. 6
24. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Slopes, Drainage and General Utility Facilities
Recording Date: July 06, 1987
Recording No: Docket 8070, Page 664
Affects Parcel No. 2
25. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Sewer Line(s)
Recording Date: August 05, 1987
Recording No: Docket 8092, Page 1914
Affects Parcel No. 6
26. Matters contained in that certain document
- Entitled: Agreement
Purpose: Private Sewer
Recording Date: May 18, 1988
Recording No: Docket 8289, Page 774
Affects Parcel No. 1
27. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording No: Docket 11736, Page 1170
28. Matters contained in that certain document
- Entitled: Resolution No. 2002-350
Order Establishing the Green Valley Domestic Water Improvement District
Recording Date: December 24, 2002
Recording No: Docket 11953, Page 1614
29. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- Purpose: Public Water
Recording Date: August 07, 2014
Recording No: 20142190001

END OF SCHEDULE B – SECTION II

When Recorded, Please Return to:

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

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

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Borderland Investments I, LLC, an Arizona Limited Liability Company, the "Grantor" herein, does hereby convey to THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

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

Subject to all matters of record.

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

Grantor

Date

Page 1 of 2

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 04/17/2018	ROW <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MS	File #: Acq-0684	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

EXHIBIT D

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20__ by _____.

Notary Public

My Commission Expires: _____

EXHIBIT ONLY -- NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 04/17/2018	ROW <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MS	File #: Acq-0684	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>