



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/21/23

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Kenneth R. Kay and Karen Christensen, as Co-Trustees of the Kay-Christensen Family Trust dated December 8, 2005

***Project Title/Description:**

Acquisition Agreement

***Purpose:**

Pima County will acquire 4.21 acres of privately owned property identified for open space/conservation. The property, known as tax parcel 211-07-011M, is located in T14S/R11E/S3, adjacent to Camino Del Sapo, south of Mile Wide Road and east of the CAP, and lies within the Conservation Land System that is designated as a Biological Core Management Area which denotes land with high biological values that typically support large populations of vulnerable species and support a healthy landscape by connecting large blocks of contiguous habitat. (RPS No.: Acq-1174)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County will acquire the 4.21 acres of conservation land for Open Space purposes.

***Public Benefit:**

Pima County will acquire property allowing for the expansion of connected land available for Open Space purposes.

***Metrics Available to Measure Performance:**

Pima County will acquire 4.21 acres of open space land for the not to exceed amount of \$102,500.00, which includes the appraised value of \$92,500 and up to \$10,000.00 in closing costs.

***Retroactive:**

No

TO: COB 8-7-23⁽¹⁾
Vers: 1
pgs: 19

AUG04'23AM0825 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 24*0042
Commencement Date: 8/21/2023 Termination Date: 8/20/2024 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 102,500.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Natural Resources, Park & Recreation Non-Bond Projects

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

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

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

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

Amount This Amendment: \$ _____

***Funding Source(s) required:** _____

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

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

***All Funding Source(s) required:** _____

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

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

***Funding Source:** _____

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

Contact: Dana Hausman

Department: Real Property Services

Telephone: 724-6713

Department Director Signature: _____

Date: 8/1/2023

Deputy County Administrator Signature: _____

Date: 8/3/2023

County Administrator Signature: _____

Date: 8/3/2023



ACQUISITION AGREEMENT

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

1.1. Seller: Kenneth R. Kay and Karen Christensen, as Co-Trustees of the Kay-Christensen Family Trust dated December 8, 2005

1.2. Buyer: Pima County, a political subdivision of the State of Arizona

1.3. Purchase Price: the sum of Ninety-Two Thousand Five Hundred Dollars (\$92,500.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Ten Thousand Dollars (\$10,000.00)

1.5. Title Company: Stewart Title & Trust of Tucson; Diane Wooster, Escrow Officer, 3939 E. Broadway Blvd., Tucson, AZ 85711; phone: (520) 327-7373; email: diane.wooster@stewart.com

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

1.7. Fee Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Fee Property, if any.

1.8. Exceptions to Title: **Exhibit B** lists all Reported Exceptions to Title. Items 11

& 12 shall be removed from the title exceptions prior to closing with the remaining listed exceptions being "**Approved Exceptions**".

1.9. Seller's Address: 1400 N. Camino Del Sapo, Tucson, AZ 85743-8586

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

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

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

3.1. Seller's fee interest in the Fee Property;

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

4. **Seller's Warranties**

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

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

4.2. Underground Improvements. Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Fee Property, except as specifically identified on **Exhibit D** attached.

5. **Closing Costs and Prorations.**

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

5.1.1. All escrow fees and recording fees shall be paid by Buyer.

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

5.1.3. Buyer will pay a reasonable fee for any necessary releases to the Fee Property.

5.1.4. Buyer may, at its sole discretion, pay other reasonable fees or costs related to the Closing.

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

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

6. **Escrow and Title.**

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

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

6.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Buyer shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

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

6.5. Seller's Title Obligation. Seller is hereby obligated to provide Buyer free and clear marketable title subject only to the Buyer's Approved Exceptions. Seller shall cause all exceptions to title not approved by Buyer to be removed prior to Closing.

7. **Closing.**

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

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

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

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

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

7.3.1. An executed Warranty Deed in the form of **Exhibit E**, conveying fee simple title to the Fee Property;

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

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

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

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

8. **Seller's Covenants.**

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

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

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

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

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

8.6. No Encumbrances. Seller shall not encumber the Fee Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Fee Property before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Fee Property. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

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

9. **Environmental.**

9.1. Environmental Representations. Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Fee Property, each party remaining responsible for its obligations as set forth by law. Seller represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Fee Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Fee Property; that the Fee Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Fee Property.

9.2. Environmental Inspection Rights.

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

9.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "**Objection Notice**"). If Buyer sends an Objection Notice, Seller may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "**Cure Notice**"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

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

11. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement. To the extent a Party seeks

damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitrage violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

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

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

13. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

13.1. Notices.

13.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Buyer's address.

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

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

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

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

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

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

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

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

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

13.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this

Agreement, except as expressly provided in this Agreement.

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

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

13.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

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

13.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Buyer is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

SELLER'S APPROVAL AND ACCEPTANCE:

KAY-CHRISTENSEN FAMILY TRUST AGREEMENT
DATED DECEMBER 8, 2005

By: Kath R. Kay, Co-Trustee
Kenneth R. Kay, Co-Trustee

Date: 7/15/23

By: Karen Christensen, Co-Trustee
Karen Christensen, Co-Trustee

Date: 7/15/23

BUYER'S APPROVAL AND ACCEPTANCE:

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

Adelita Grijalva, Chair, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date


RECOMMENDATIONS FOR APPROVAL:



Jeffrey Teplitsky, Director, Real Property Services

7-10-2023

Date



Carmine DeBonis, Jr., Deputy County Administrator

8/3/2023

Date

APPROVED AS TO FORM:



Rachelle Barr, Deputy County Attorney

07/19/2023

Date

RPS Acq-1174

EXHIBIT "A"

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1960784

Parcel I:

LOT 4

That portion of the Southeast Quarter of the Southeast Quarter and Section 3, Township 14 South, Range 11 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at a 2" aluminum capped rebar at the Southeast corner of said Section 3;

Thence North 00° 42' 04" West along the East line of the Southeast Quarter a distance of 1316.79 feet to a #4 rebar tagged RLS 11373;

Thence South 89° 26' 39" West, along the North line of the Southeast Quarter of the Southwest Quarter, a distance of 390.00 feet to the Point of Beginning;

Thence South 04° 23' 17" East a distance of 395.59 feet to a #4 rebar tagged LS 11115;

Thence North 81° 13' 29" West a distance of 253.77 feet to a #4 rebar tagged LS 11115;

Thence South 68° 38' 27" West a distance of 227.17 feet to a point on the easterly line of the United States Bureau of Reclamation Tract No. TA-5-14 as described in Docket 8074, page 98, records of the Pima County Recorder;

Thence North 29° 03' 37" West along the easterly line of the United States Bureau of Reclamation Tract No. TA-5-14 as described in Docket 8074, page 98, records of the Pima County Recorder, a distance of 265.98 feet to a #4 rebar LS 13187;

Thence North 54° 48' 17" East a distance of 352.74 feet to a #4 rebar tagged LS 13187 on the North line of said Southeast Quarter of the Southeast Quarter;

Thence North 89° 26' 39" East along the North line of said Southeast Quarter of the Southeast Quarter distance of 273.05 feet to the Point of Beginning.

A.P.N.: 211-07-011M

Parcel II:

An easement for ingress, egress, and utilities over the South 30 feet.

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

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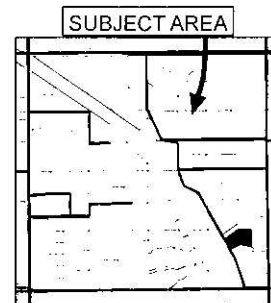
File No.: 1960784

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

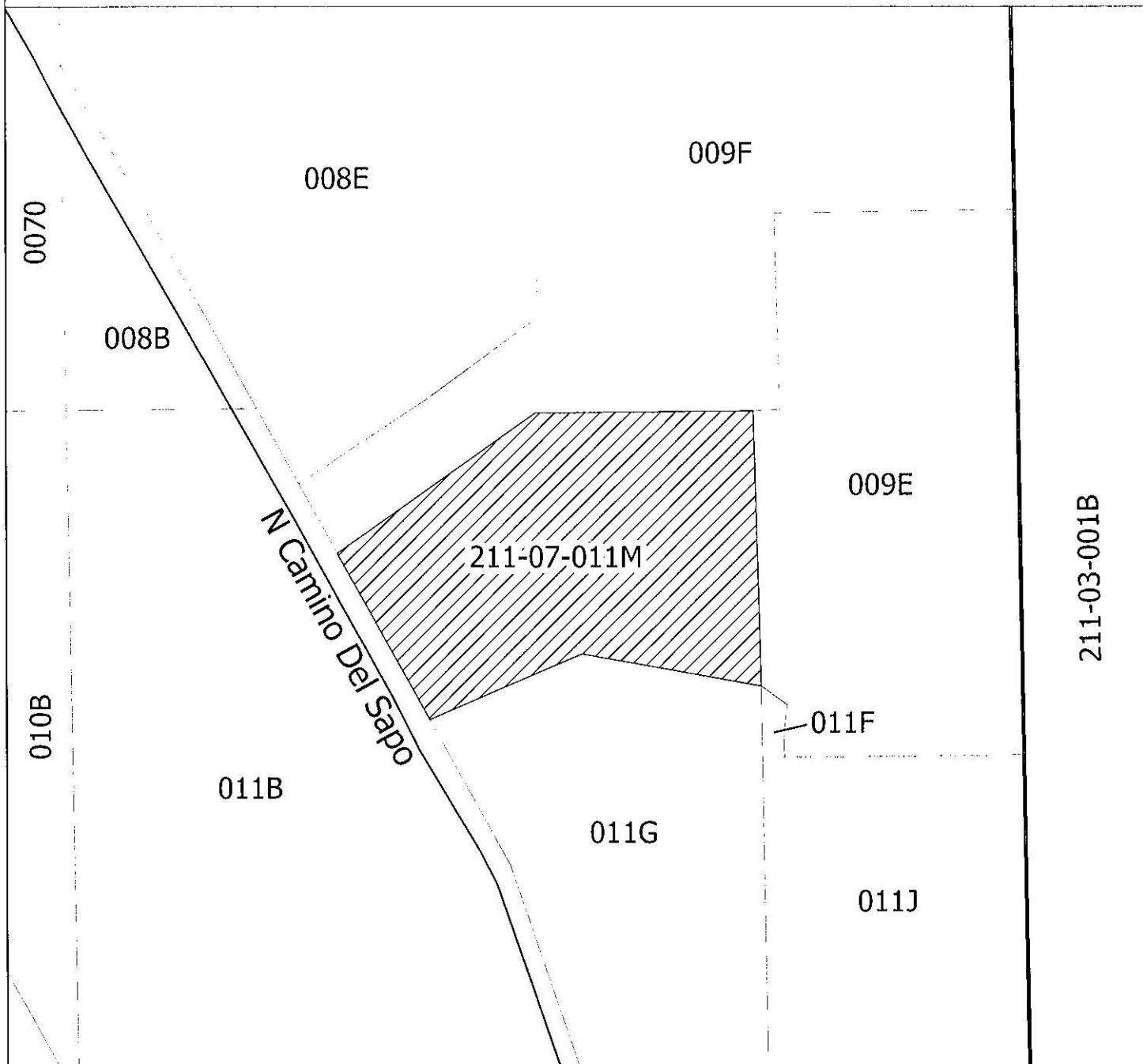


EXHIBIT A-1

SECTION 03
TOWNSHIP 14 SOUTH
RANGE 11 EAST



SECTION 03 G&SRM
PIMA COUNTY, ARIZONA



23037

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE DRAWN BY: A GRIFFIN DATE: APR 2023

LEGEND


 Subject Property

EXHIBIT B

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 1960784

Exceptions

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

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

NOTE: Exceptions 1 through 9, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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

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

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File No.: 1960784

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



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
12. Taxes and assessments collectible² by the County Treasurer, a lien not yet due and payable for the year 2023.
13. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
14. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
15. Liabilities and obligations imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48 Arizona Revised Statutes.
16. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded December 31, 1992, [Book 9449, Page 1587](#).
17. Easement for road and utilities and rights incident thereto, as set forth in instrument recorded May 23, 1994, [Book 9798, Page 1738](#).
18. Easement for underground electric distribution facilities and rights incident thereto, as set forth in instrument recorded May 17, 1995, [Book 10045, Page 729](#) and in [Docket 10045 at page 737](#).
19. Easement for ingress, egress, and utilities and rights incident thereto, as set forth in instrument recorded August 28, 1995, [Book 10116, Page 1335](#).
20. Terms and conditions as contained in instrument entitled Joint Well Agreement, recorded August 28, 1995, [Book 10116, Page 1369](#). Thereafter, Easement Agreement recorded March 12, 1999, [Book 11002, Page 2144](#). Modification Agreement recorded in Instrument No. [2012-1930205](#). Thereafter Quit Claim of Interest in Well Site and Notice of Withdrawal From Joint Well Agreement recorded in [Docket 12696 at page 3893](#).
21. 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 August 28, 1995, [Book 10116, Page 1405](#).
22. Terms and conditions as contained in instrument entitled Request to Name Street or Easement recorded in [Docket 9987 at page 448](#) and re-recorded, recorded April 22, 1996, [Book 10278, Page 975](#) and re-recorded recorded November 7, 2001, [Book 11671, Page 302](#).

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

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File No.: 1960784

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



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

23. Terms and conditions as contained in instrument entitled Quit Claim Deed recorded March 21, 1997, [Book 10507, Page 969](#).
24. Terms and conditions as contained in instrument entitled Annexation to Three Points Fire District - Elkhorn/Canal Territories, recorded November 28, 2001, [Book 11684, Page 2604](#).
25. Easement for vehicular and pedestrian ingress and egress and rights incident thereto, as set forth in instrument recorded July 11, 2012, [Instrument No. 20121930200](#).
26. Terms and conditions as contained in instrument entitled Road Maintenance Agreement, recorded April 22, 2015, [Instrument No. 20151120206](#). And thereafter Acknowledgment of Road Maintenance Agreement recorded June 2, 2015, [Instrument No. 20151530834](#).
27. 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 June 2, 2015, [Instrument No. 20151530835](#).
28. Matters shown on survey recorded in Instrument No. [2012-1660245](#).
29. Matters shown on survey recorded in Instrument No. [2017-2560415](#).

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



EXHIBIT “C”

Wells & Water Rights Seller’s Questionnaire

NO WELLS OR WATER RIGHTS

EXHIBIT "D"

Seller Disclosure of Underground Improvements

NO UNDERGROUND IMPROVEMENTS

EXHIBIT E

WARRANTY DEED

For valuable consideration, I (or we), _____ ("Grantor(s)"), do/does hereby convey to Pima County, a political subdivision of the State of Arizona ("Grantee") the following described property (the "Property") situated in Pima County, Arizona:

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

SUBJECT TO all matters of record.

SUBJECT FURTHER TO an express restriction upon any development, subdivision, or splitting of the Property into smaller parcels (the "Deed Restriction"). The Deed Restriction may only be amended in writing signed by Grantor and Grantee. The Deed Restriction shall run with the land in perpetuity and be binding upon the Grantee, its successors, and its assigns. The Deed Restriction is intended for the express benefit of the citizens of Pima County, Arizona.

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

Dated this _____ day of _____, 2023.

Grantor

STATE OF ARIZONA)

COUNTY OF PIMA)

) ss

This instrument was acknowledged before me this _____ day of _____, 2023, by

My Commission Expires:

Notary Public