



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 11/7/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Rancho Seco, LLC, an Arizona limited liability company

**\*Project Title/Description:**

Acquisition Agreement

**\*Purpose:**

Pima County holds a Right of First Refusal ("ROFR") for the acquisition of the Rancho Seco in-holding property. The in-holding is comprised of 240 acres of land including residential and ranch improvements that are contiguous with ranch lands currently owned by Pima County. Rancho Seco, LLC accepted a purchase offer subject to Pima County's recorded ROFR. Rancho Seco, LLC notified Pima County of the offer to purchase and Pima County thereafter exercised the ROFR to acquire the property. The BoS approved staff proceeding with an acquisition of the Rancho Seco in-holding property in August 2023 under the terms of the ROFR. The Old Seco HQ, like most of Rancho Seco, lies within the CLS. Except for the Important Riparian Area designation associated with the Bolas Blancas Wash, the subject property falls entirely within the Multiple Use Management Area designation. The subject property also falls within the Sierrita Mountains Wildland Block that AGFD and local experts identified as a broad area of wildlife movement between the Sierrita Mountains and the Buenos Aires National Wildlife Refuge. The acquisition of the Rancho Seco in-holding property will allow for cohesive management of the adjacent County ranch lands by the Natural Resources, Parks & Recreation department and will be managed as a natural resource park according to established park rules.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

Pima County will acquire approximately 240 acres of land including residential and ranch improvements

**\*Public Benefit:**

This acquisition will allow for a more cohesive management of the County ranch lands by the Natural Resources, Parks & Recreation department. This is consistent with the vision and goals of the Sonoran Desert Conservation Plan (SDCP) to preserve and maintain ranching as a rural economy and to preserve the ecological services and watershed function provided by the natural landscape.

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

Pima County will acquire 240 acres of open space/ranch land for the not to exceed amount of \$1,205,000.00, which includes the appraised value of \$1,200,000 and up to \$5,000.00 in closing costs.

**\*Retroactive:**

No

To: COB 10-23-23(1)  
Vers: 1  
Pgs: 44

OCT 19 23 PM 1251 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\*0197
Commencement Date: 11/7/2023 Termination Date: 11/6/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 1,205,000.00 \* Revenue Amount: \$

\*Funding Source(s) required: NRPR, Non-Bond Projects

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

Amendment / Revised Award Information

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

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
\*All Funding Source(s) required:
\*Match funding from General Fund? Yes No If Yes \$ %
\*Match funding from other sources? Yes No If Yes \$ %
\*Funding Source:

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

Contact: George Andros

Department: Real Property Services

Telephone: 724-6308

Department Director Signature:

[Handwritten Signature]

Date: 10-16-2023

Deputy County Administrator Signature:

[Handwritten Signature]

Date: 10/18/2023

County Administrator Signature:

[Handwritten Signature]

Date: 10/19/2023

Version 4.2020



### 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: Rancho Seco, LLC, an Arizona limited liability company
- 1.2. Buyer: Pima County, a political subdivision of the State of Arizona
- 1.3. Purchase Price: the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00)
- 1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Five Thousand Dollars (\$5,000.00)
- 1.5. Title Company: Fidelity National Title Agency, Barbi Stewart, Escrow Officer, 6245 E. Broadway, Suite 180, Tucson, AZ 85711
- 1.6. Effective Date: the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Buyer executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.7. Property: the real property described in **Exhibits A and B**, and depicted in **Exhibits A-1 and B-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.8. Removed Exceptions: items 1 on **Exhibit C**

1.9. Seller's Address: 5220 N Via De La Granja, Tucson, AZ 85718-7412

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

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

3. **Purchase of Property; Right of Entry; 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 Property;

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

3.3. The right, if necessary, to adjust driveway grades on the Property to match the grade of County improvements.

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

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

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

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

and/or other underground improvements on the Property, except as specifically identified on **Exhibit E** 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 shall be equally divided between Seller and Buyer. Recording fees, if any, be paid by Buyer.

5.1.2. Seller will pay for a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price. In the event Buyer desires an Extended Owners Title Policy, or any specific endorsements to the Standard Owner's Title Insurance Policy, Seller will pay that portion of the premium allocable to a Standard Owner's Title Insurance Policy, and Buyer will pay that portion of the premium allocable to the additional coverage.

5.1.3. Seller will pay for any necessary Releases.

5.1.4. Buyer will pay other Closing Costs related to the Closing.

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

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

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

## 6. Escrow and Title.

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

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

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

6.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Fee Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit 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 Fee Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

## 7. Closing.

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

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

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

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

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

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

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

7.3.3. A Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit 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; and

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

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

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

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

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

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

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

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

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

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



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

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

## 9. **Environmental.**

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

### 9.2. Environmental Inspection Rights.

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

9.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "**Objection Notice**"). If Buyer sends an Objection Notice, Seller may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller

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

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

11. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal 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.

<b><u>Exhibit A</u></b>	<b>Description of Property 1</b>
<b><u>Exhibit A-1</u></b>	<b>Depiction Showing Property 1</b>
<b><u>Exhibit B</u></b>	<b>Description of Property 2</b>
<b><u>Exhibit B-1</u></b>	<b>Depiction Showing Property 2</b>
<b><u>Exhibit C</u></b>	<b>Permitted Exceptions for Property</b>
<b><u>Exhibit D</u></b>	<b>Seller Disclosure of Water Rights</b>
<b><u>Exhibit E</u></b>	<b>Seller Disclosure of Underground Improvements</b>
<b><u>Exhibit F</u></b>	<b>Form of Deed for Property</b>

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

13.1. Notices.

13.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return

receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Buyer's address.

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

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

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

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

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

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

13.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the

Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

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

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

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

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

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

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

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

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

Seller's Approval and Acceptance:

Rancho Seco, LLC, an Arizona limited liability company

BY: Dorothy K. Bowley  
Dorothy W. Bowley (Printed Name)

ITS: manager

Date: 10-10-2023

Buyer's Approval and Acceptance:

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

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa Manriquez, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

 10/11/2023  
\_\_\_\_\_  
Jeffrey Teplitsky, Director, Real Property Services

 10/18/2023  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 10/11/2023  
\_\_\_\_\_  
Rachelle Barr, Deputy County Attorney



2828 N. COUNTRY CLUB RD, SUITE 101  
TUCSON, ARIZONA 85716  
TEL: 520-322-6400  
FAX: 520-322-6401

**LEGAL DESCRIPTION – Job No. 05040**

March 30, 2005

44.60-ACRE PARCEL, SECTION 14:

That portion of Section 14, Township 20 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 14, said corner being a GLO set stone, from which the South one-quarter corner of said section 14 bears North 89°38'43" East 2648.51 feet distant, said corner being a GLO set stone;

Thence North 65°36'06" East 1061.69 feet to the Point of Beginning;

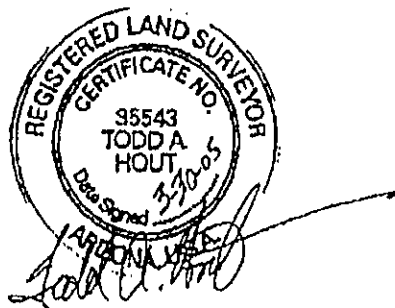
Thence North 01°13'51" West 1320.13 feet;

Thence North 89°38'43" East 1484.44 feet;

Thence South 00°08'39" East 1319.98 feet;

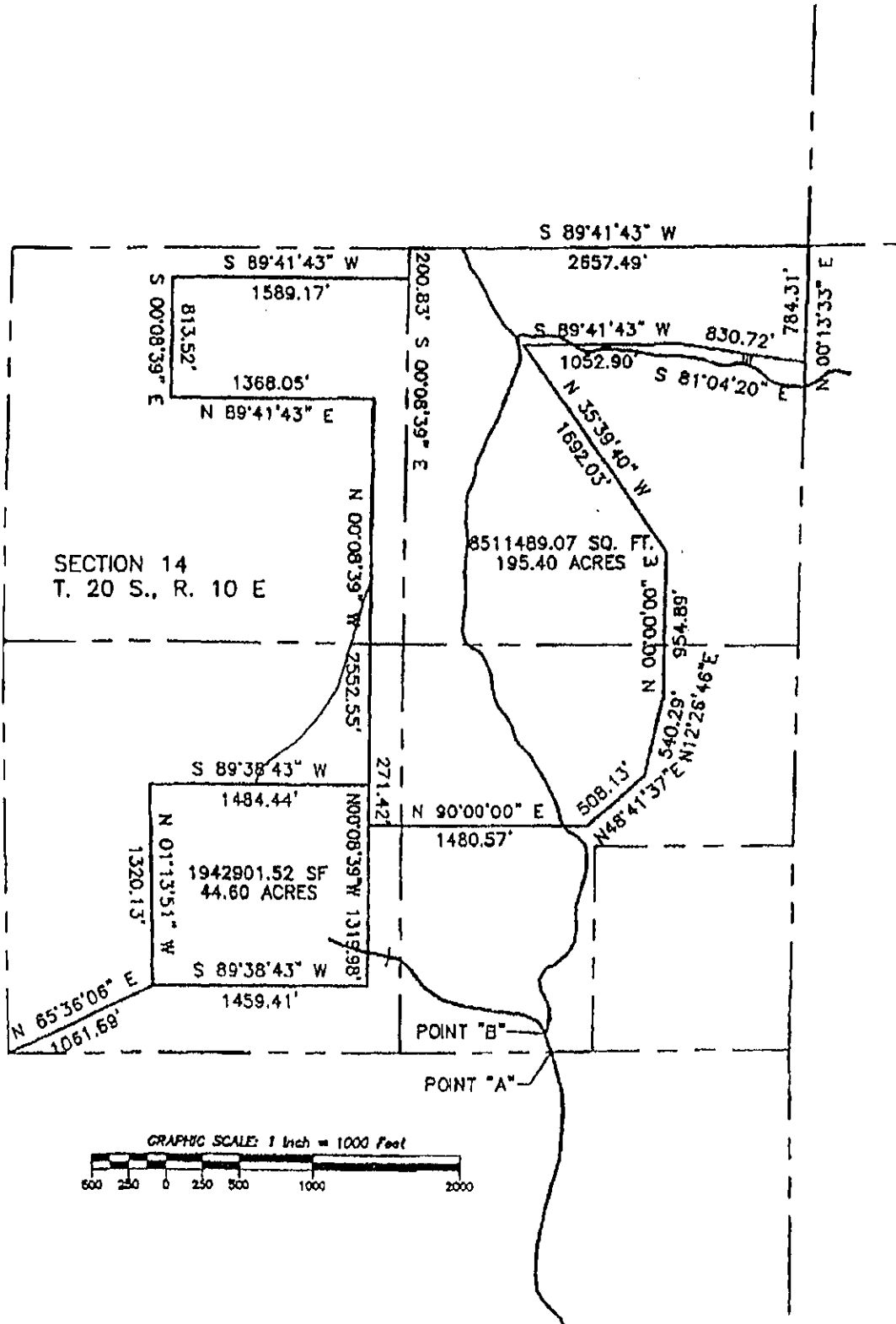
Thence South 89°38'43" West 1459.41 feet to the Point of Beginning.

Said proposed parcel contains 1,942,901.52 square feet, or 44.60 acres, more or less.



REPRODUCED FROM ORIGINAL

Exhibit A-1







2828 N. COUNTRY CLUB RD, SUITE 101  
TUCSON, ARIZONA 85716  
TEL: 520-322-6400  
FAX: 520-322-6401

**LEGAL DESCRIPTION – Job No. 05040**

March 30, 2005

195.40-ACRE PARCEL, SECTION 14:

That portion of Section 14, Township 20 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 14, said corner being a GLO set stone, from which the South one-quarter corner of said section 14 bears North 89°38'43" East 2648.51 feet distant, said corner being a GLO set stone;

Thence North 65°36'06" East 1061.69 feet;

Thence North 01°13'51" West 1320.13 feet;

Thence North 89°38'43" East 1484.44 feet to the Point of Beginning;

Thence North 00°08'39" West 2552.55 feet;

Thence South 89°41'43" West 1368.05 feet;

Thence North 00°08'39" West 813.52 feet;

Thence North 89°41'43" East 1589.17 feet to the West line of the Northeast quarter of said Section 14;

Thence North 00°08'39" West 200.83 feet upon said West line to the North one-quarter corner of said Section 14;

Thence North 89°41'43" East 2657.49 feet upon the North line of the Northeast quarter of said Section 14 to the Northeast corner thereof;

Thence South 00°13'33" West 784.31 feet upon the East line of the Northeast quarter of said Section 14;

Thence North 81°04'20" West 830.72 feet;

Thence South 89°41'43" West 1052.90 feet;

Thence South 35°39'40" East 1692.03 feet;

RECORDED  
0-100000

Thence SOUTH 954.89 feet;

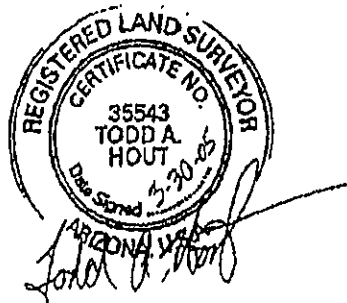
Thence South 12°26'46" West 540.29 feet;

Thence South 48°41'37" West 508.13 feet;

Thence WEST 1480.57 feet;

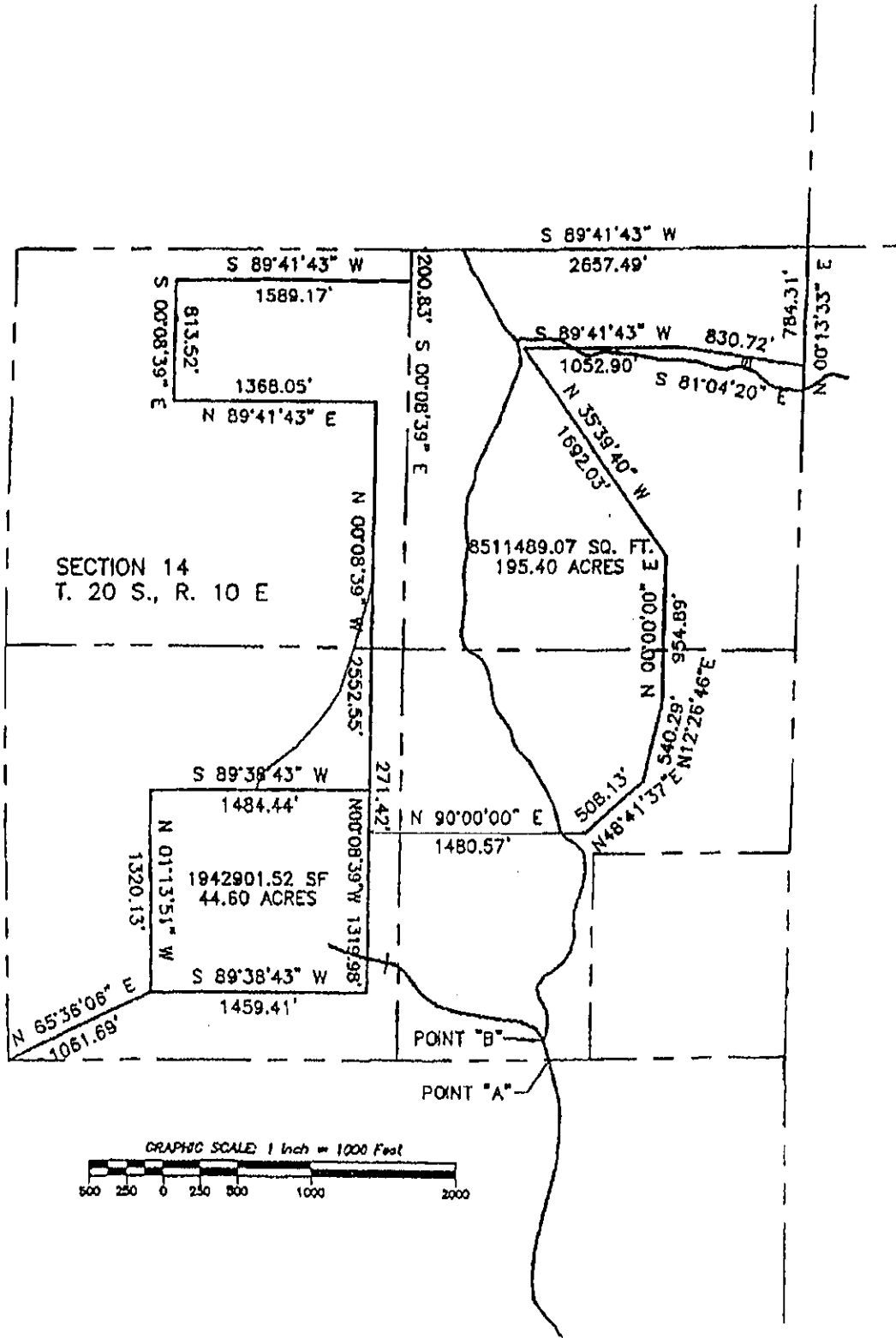
Thence North 00°08'39" West 271.42 feet to the Point of Beginning.

Said proposed parcel contains 8,511,489.07 square feet, or 195.40 acres, more or less.



WONGCO CONSULTING

**Exhibit B-1**



TERRACE CONSULTANTS

## EXHIBIT C

### SCHEDULE B, PART II - 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:

A. 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.

1. Property taxes, including any personal property taxes and any assessments collected with taxes, for the second installment of 2023 Taxes.
2. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric transmission and distribution  
Recording Date: December 9, 1974  
Recording No: Docket 4909, Page 527

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

Purpose: electric transmission and distribution  
Recording Date: July 22, 1980  
Recording No: Docket 6326, Page 860

5. Matters contained in that certain document

Entitled: Ordinance 1998 51  
Recording Date: August 26, 1998  
Recording No: Docket 10868, Page 1264

Reference is hereby made to said document for full particulars.

6. Matters shown on record of survey:

Recording No.: Book 21, Page 17

7. Matters shown on record of survey:

Recording No.: Book 23, Page 16

8. Matters shown on record of survey:

Recording No.: Book 45, Page 55

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

Purpose: ingress, egress, utility and well access

Recording Date: May 19, 2005

Recording No: Docket 12556, Page 1816

10. Covenants, conditions and restrictions 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, or 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 12556, Page 1825

11. Matters contained in that certain document

Entitled: Right of first Refusal

Recording Date: May 19, 2005

Recording No: Docket 12556, Page 1849

Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document

Entitled: Well Agreement and Easement

Recording Date: May 19, 2005

Recording No: Docket 12556, Page 1865

Reference is hereby made to said document for full particulars.

13. Matters contained in that certain document

Entitled: Site-Specific Agreement to Master Restrictive Covenant  
Recording Date: January 25, 2018  
Recording No: 20180250514

Reference is hereby made to said document for full particulars.

14. Notwithstanding the insuring clauses of the policy, the company does not insure against loss or damage by reason of a lack of a right of access to and from the land.

**END OF SCHEDULE B, PART II**

EXHIBIT D

**Wells & Water Rights Seller's Questionnaire**

Seller Name: Rancho Seco LLC

Tax Parcel Number(s): 302-08-003K & 302-08-002F

Date: 09-15-2023

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

**A. QUESTIONS PERTAINING TO WELLS.**

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

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

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

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

(5.) For each well listed in question #1 above, state whether a Statement of Claimant ("SOC") <sup>See attached</sup> has been filed in the Gila River Adjudication (Yes or No).

	Location by Tax Parcel Number	ADWR Registration Number	Current Operational Status	Principal Use of Well	SOC Filed (Y/N)	SOC # If Applicable
Well #1						
Well #2						

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

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

(5.b) If yes,

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

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

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

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

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

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



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

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

(6.b) If yes,

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

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

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

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

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

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

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

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

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

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

- 1. List each surface water right ("SWR") associated with the subject property by listing its corresponding Certificate of Surface Water Right number assigned by ADWR.**
- 2. List the purpose, if any, for which each SWR is currently being utilized. (For example, domestic, stock watering, irrigation, mining, in stream flow, other).**
- 3. For each SWR, state whether a Statement of Claimant has been filed in the Gila River Adjudication (Yes or No).**

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

	ADWR Certificate Number	Current Use to Which SWR is Being Put	Statement of Claimant Filed? (Yes or No)	SOC # If Applicable
SWR #1				
SWR #2				

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

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

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

EXHIBIT D (CONTINUED)

Run Date: 12/13/2007

**AZ DEPARTMENT OF WATER RESOURCES**

**WELL REGISTRY REPORT - WELLS55**

Location D 20.0 10.0 14 C D A Well Reg.No 55 - 608391 AMA TUCSON AMA  
 Registered Name CARROW CO, 3836 N CENTRAL #1100 PHOENIX AZ 85012  
 File Type REGISTERED WELL Application/Issue Date 04/29/1982

*(Old) Main House well Abandoned*

Owner OWNER Well Type EXEMPT  
 Driller No. 0 SubBasin AVRA VALLEY  
 Driller Name Watershed SANTA CRUZ RIVER  
 Driller Phone Registered Water Uses STOCK  
 County PIMA Registered Well Uses WATER PRODUCTION  
 Discharge Method NONE  
 Intended Capacity GPM 0.00 Power NO POWER CODE LISTED

Well Depth 300.00 Case Diam 10.00 Tested Cap 0.00  
 Pump Cap. 10.00 Case Depth 300.00 CRT  
 Draw Down 0.00 Water Level 40.00 Log  
 Acres Irrig 0.00 Finish STEEL - PERFORATED OR SLOTTED CASING

Contamination Site: NO - NOT IN ANY WQARF SITE

Comments HEAD & MCCOY

**Current Action**

Action Comment:

**Action History**

12/31/1960 755 WELL CONSTRUCTION COMPLETED

Action Comment:

**EXHIBIT D (CONTINUED)**

**ARIZONA DEPARTMENT OF WATER RESOURCES**

**Electronic Filing - NOI Report  
3550 N. Central Avenue Suite 200  
Phoenix, Arizona 85012**

NOI Type: Notice of Intent to Drill, Deepen, Replace or Modify a Well  
Well Type: EXEMPT  
Date Received at ADWR Website: 11/25/2012 1:29:38 PM

*Dottie Well  
Fully operational*

Fee Paid: \$150.00

Order Number: VPCE7CB76AAC

Well Registration Number: 55 - 914958  
Number of Wells/Holes: 1

Drilling Authority Expires On: 11/24/2013

Driller's ADWR License Number: 495

Authorized Driller: CENTRAL ARIZONA DRILLING COMPANY DBA CADCO  
ROC License Number Entered By Driller: 079858  
Qualifying Party License Categories: C-53

Well Owner Name: Rancho Seco LLC  
Well Owner Address: 904 S Park Ave.  
Well Owner City, State - Zip: Tucson, AZ - 85719-6741  
Well Owner Phone: US 520 398-9022

Book: 302 Map: 08 Parcel: 003k

Is the Land Owner the same as the Well Owner?: Yes

Well Location: SE 1/4 of the NE 1/4 of the SW 1/4 Section 14 Township 20 S Range 10 E

AMA: TUCSON AMA  
County: PIMA  
Contamination Site: NOT IN ANY WQARF SITE

Design Pumping Capacity: <= 35 GPM

Primary Water Use: DOMESTIC  
Secondary Water Use(s): N/A

Is this application for an exempt well which will be used to serve the same non-irrigation use at the same location as (i.e., same parcel) as another exempt well?: No

Is the proposed water use for domestic purposes on <= 5 acres?: No

Is any portion of the land, on which the well is to be located, within 100 feet of a designated municipal provider's operating water distribution system as shown on the municipal provider's most recent digitized service area map filed by the municipal provider with the director of ADWR. No

Proximity to a designated municipal provider's operating water distribution system exemption type:  
N/A

Will the installed pump have a pumping capacity of greater than 35 GPM, or will the well will be used to withdraw greater than 10 Acre Feet per year?: N/A

**EXHIBIT D (CONTINUED)**

Run Date: 12/13/2007

**AZ DEPARTMENT OF WATER RESOURCES**

**WELL REGISTRY REPORT - WELLS55**

Location D 20.0 10.0 14 C D B Well Reg.No 55 - 606393 AMA TUCSON AMA  
Registered Name CARROW CO, 3636 N CENTRAL #1100 PHOENIX AZ 85012  
File Type REGISTERED WELL  
Application/Issue Date 04/29/1982

*Foreman  
House Well  
Abandoned*

Owner OWNER  
Driller No. 0  
Driller Name  
Driller Phone  
County PIMA  
Well Type EXEMPT  
SubBasin AVRA VALLEY  
Watershed SANTA CRUZ RIVER  
Registered Water Uses STOCK  
Registered Well Uses WATER PRODUCTION  
Discharge Method NONE  
Power NO POWER CODE LISTED  
Intended Capacity GPM 0.00

Well Depth 380.00 Case Diam 12.00 Tested Cap 0.00  
Pump Cap. 15.00 Case Depth 300.00 CRT  
Draw Down 0.00 Water Level 40.00 Log  
Acres Irrig 0.00 Finish STEEL - PERFORATED OR SLOTTED CASING

Contamination Site: NO - NOT IN ANY WQARF SITE

Comments HEAD & MCCOY

**Current Action**

Action Comment:

**Action History**

12/31/1950 755 WELL CONSTRUCTION COMPLETED

Action Comment:

EXHIBIT D (CONTINUED)

Run Date: 12/13/2007

**AZ DEPARTMENT OF WATER RESOURCES**

**WELL REGISTRY REPORT - WELLS55**

Location D 20.0 10.0 14 B A A Well Reg.No 55 - 606400 AMA TUCSON AMA  
Registered Name CARROW CO, 3638 N CENTRAL #1100 PHOENIX AZ 85012  
File Type REGISTERED WELL  
Application/Issue Date 04/29/1982

*Shirley  
Well  
Fully  
Operational*

Owner OWNER Well Type EXEMPT  
Driller No. 0 SubBasin AVRA VALLEY  
Driller Name Watershed SANTA CRUZ RIVER  
Driller Phone Registered Water Uses STOCK  
County PIMA Registered Well Uses WATER PRODUCTION  
Discharge Method NONE  
Intended Capacity GPM 0.00 Power NO POWER CODE LISTED

Well Depth 300.00 Case Diam 10.00 Tested Cap 0.00  
Pump Cap. 35.00 Case Depth 300.00 CRT  
Draw Down 0.00 Water Level 30.00 Log  
Acres Irrig 0.00 Finish STEEL-PERFORATED OR SLOTTED CASING

Contamination Site: NO - NOT IN ANY WQARF SITE

Comments HEAD & MCCOY

**Current Action**

Action Comment:

**Action History**

12/31/1940 755 WELL CONSTRUCTION COMPLETED

Action Comment:

## **EXHIBIT E**

### **Seller Disclosure of Underground Improvements**

Seller has disclosed that there are four septic systems on the premises and that, to the best of Seller's knowledge, there are no other septic tanks, septic or leach fields, alternative waste disposal systems, or other underground improvements. The accompanying email exchange and four septic inspection reports describe the types, locations, and conditions of the four disclosed septic systems.



## EXHIBIT E (CONTINUED)

**From:** [Dorothy Rowley](#)  
**To:** [George Andros](#)  
**Subject:** Re: Closing on Rancho Seco?  
**Date:** Saturday, September 16, 2023 12:42:51 PM

---

**CAUTION:** This message and sender come from outside Pima County. If you did not expect this message, proceed with caution. Verify the sender's identity before performing any action, such as clicking on a link or opening an attachment.

Just noticed a typo in my septic message--..." 'when the addition was built in 2013-14.' "

On Fri, Sep 15, 2023 at 5:24 PM Dorothy Rowley <[dorothywrowley@gmail.com](mailto:dorothywrowley@gmail.com)> wrote:  
I had Daniel Henson, Henson Excavation, do the inspections on the four septic tanks for the original closing. I believe my attorney sent you his invoice. He sent the inspection to that department for transfer to the Buyer. The County would not approve the transfer for a couple of minor issues. In fact, one was requiring ballasts on the old septic at my residence. Daniel said he had never had that issue arise before. Since I am not remedying anything, I suggest you contact that department and see what you can do to get them transferred. The inspections have been completed and you should have all the information you need.

There are four septic tanks. The main residence has two, an original and a new one when the address was built in 2013-14. The two are connected in case the old one should have to be abandoned. The new one is large enough to take care of the whole house. The guest house and the Cowboy House have septic. The bunkhouse has a composting toilet.

Sent from my iPhone

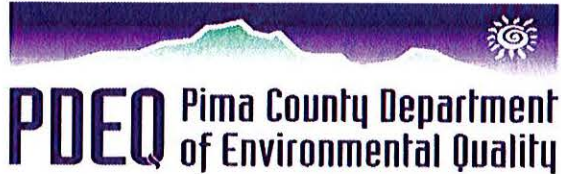
On Sep 15, 2023, at 4:58 PM, George Andros <[George.Andros@pima.gov](mailto:George.Andros@pima.gov)> wrote:

Hi again Dorothy,

I just noticed that we are still missing the Owner Disclosure of Underground Improvements. We do have the reports on the septic tanks, but we do still need this form. If you could just describe the systems and their locations, as well as if there are any other kinds of underground storage. I realize it's a little redundant, but we do need the specific form.

Thank you!

EXHIBIT E (CONTINUED)



INSTRUCTIONS FOR A  
**REPORT OF INSPECTION**  
FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

**INSTRUCTIONS**

Within six months before the date of a property transfer, the person who is transferring a property served by an on-site wastewater treatment facility (conventional or alternative) shall retain a qualified inspector to perform a transfer of ownership inspection of the on-site wastewater treatment facility (see Figure 1). The *Report of Inspection* form shall be completed by the inspector, who shall give it to the person transferring the property in accordance with Arizona Administrative Code (A.A.C.) R18-9-A316 and Pima County Code 7.21.050.

The person transferring the property shall provide to the person to whom the property is transferred (buyer) the completed *Report of Inspection* form and any other documents in the person's possession relating to permitting, operation, and maintenance of the on-site wastewater treatment facility.

The person transferring the property shall submit a copy of the *Report of Inspection* form and a \$50.00 fee to PDEQ. The *Report of Inspection* form and the Fee should be submitted to the Pima County Development Services Department's Septic counter located at 201 N. Stone Avenue, Tucson, Arizona 85701.

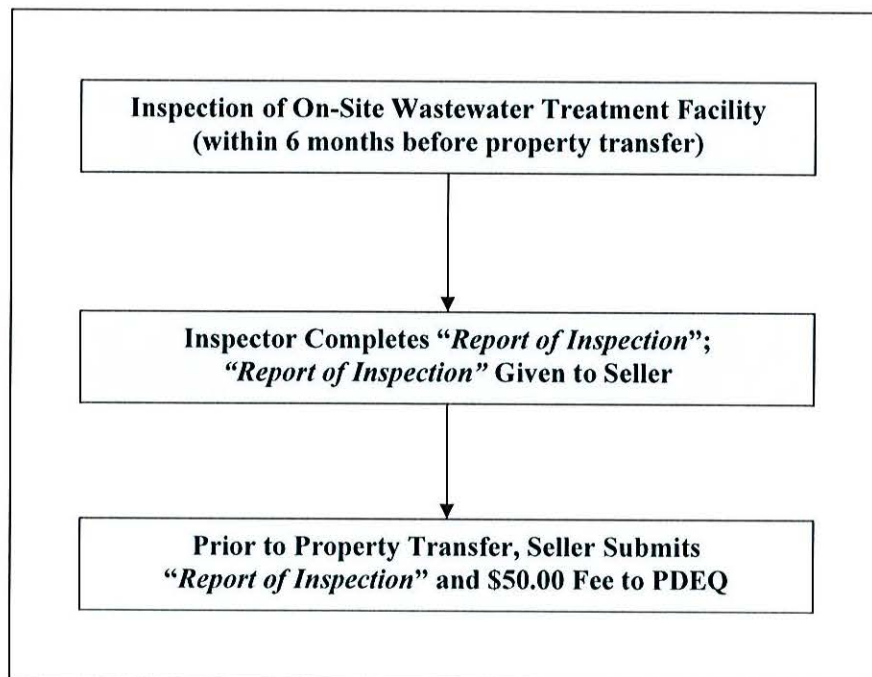


Figure 1. *Report of Inspection* Process Flowchart.



## REPORT OF INSPECTION FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

### 1 PROPERTY INFORMATION

Address 15110 Arivaca Rd -Bunk House County Pima  
 City Amado Tax Parcel No. 302-08-003K  
 State AZ Zip 85645  Residential  Non-residential

### 2 CURRENT OWNER INFORMATION

Name Rancho Seco LLC  
 Mailing Address 15110 W Arivaca Rd  
 City Amado State AZ Zip 85645

### 3 INSPECTOR INFORMATION

Name Daniel Henson  
 Company Name Henson Excavation LLC  
 Address 4118 W Calle Seis  
 City, State, Zip Green Valley, AZ 85622  
 Phone 520-471-3469 Fax \_\_\_\_\_  
 Email dhenson528@gmail.com

### 4 INSPECTOR QUALIFICATIONS (CHECK APPLICABLE BOX)

Description of Qualifications	Reference Number	Expiration Date
<input checked="" type="checkbox"/> Owner of a vehicle with a Human Excreta Collection and Transportation License (a septage hauler license) issued pursuant to A.A.C. R18-13, Article 11. Check one: <input checked="" type="checkbox"/> Owner of license; <input type="checkbox"/> Employee of license	PDEQ 4706/ADEQ 2806	June 2024
<input type="checkbox"/> Wastewater Treatment Plant Operator licensed pursuant to A.A.C. R18-5-112 through 114. (indicate type): <input type="checkbox"/> Grade 1; <input type="checkbox"/> Grade 2; <input type="checkbox"/> Grade 3; <input type="checkbox"/> Grade 4		
<input type="checkbox"/> Arizona Registered Sanitarian		
<input type="checkbox"/> Arizona Professional Engineer		
<input checked="" type="checkbox"/> Licensed Contractor (indicate type) <input checked="" type="checkbox"/> B-4 or C-41; <input type="checkbox"/> A, A-12, or L-41; <input checked="" type="checkbox"/> KA or K-41 or K-80	322490/340505	November 2024/August 2024
<input checked="" type="checkbox"/> NAWT certified as recognized by ADEQ	13674ITC	August 2025

### 5 FACILITY TYPE

Conventional septic tank/disposal system  
 Alternative on-site system (describe): \_\_\_\_\_

### 6 DOCUMENTS CONSULTED

Were facility permit, construction and/or operational records available for the inspection?  No  Yes (indicate below)

A)  Yes  No Construction Authorization (or Provisional Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(1)(c) (File No \_\_\_\_\_).

B)  Yes  No Discharge Authorization (or Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(2)(c) (File No \_\_\_\_\_).

C)  Yes  No Approval to Construct, Approval of Construction, or other official permitting documents issued by PDEQ before January 1, 2001. If yes, date of issuance \_\_\_\_\_

D)  Yes  No Site plan, plot plan, "as-built" drawings, or similar documents, describe \_\_\_\_\_

E)  Yes  No Documents relating to operation and/or maintenance (alternative systems)

F)  Yes  No Other (describe): \_\_\_\_\_

### 7 FACILITY INFORMATION

33 N. STONE AVENUE, SUITE 700, TUCSON, ARIZONA 85701  
[WWW.DEQ.PIMA.GOV](http://WWW.DEQ.PIMA.GOV)

REPORT OF INSPECTION

- A) Domestic Water Source:  
 Municipal System  
 Private Water Company  
 Individual Private Well  
 Shared Private Well  
 Hauled Water
- B) Approximate Property Size 44.61  Square Feet  Acres
- C) Use of Property:  
 Residential  
 Other, (describe): \_\_\_\_\_
- D) Occupancy Use:  
 Full Time  
 Seasonal/Part time: About \_\_\_\_\_% of year  
 Intermittent  
 Vacant  
 Unknown
- E) Date of last facility inspection and/or pumping of septic tank \_\_\_\_\_  unknown
- F) Any known repairs or alterations to the facility since original installation?  Yes  No  Unknown
- G) Design flow  150 gallons per day  
 Basis for design flow (check either 1 or 2)  
 1) Designated in permitting documents issued on or after January 1, 2001  
 2) Calculated/estimated/apparent based on (check one):  
 For a dwelling, number of bedrooms times 150 gallons per day  
 For a dwelling, fixture count as tabulated in R18-9-A314(4)(a)(i)  
 Summation of unit flows from Table 1 (if not a dwelling)  
 Other (describe): \_\_\_\_\_
- H) Assessment of actual flow versus the design flow indicated above:  
 Actual flow does not appear to exceed design flow  
 Actual flow may exceed design flow due to:  
 Number of occupants (high occupancy)  
 Bedroom count (actual number greater than number that permitted design flow was based on)  
 Fixture count  
 Water meter/usage records  
 Other  
 Unknown or could not be determined
- J) Strength of sewage received by on-site wastewater treatment facility:  
 Appears representative of typical sewage strength  
 Appears to exceed strength of typical sewage because \_\_\_\_\_  
 Appears to be weaker than typical sewage because \_\_\_\_\_  
 Unknown or could not be determined

**8 GENERAL TREATMENT AND DISPOSAL WORKS INFORMATION**

This system consists of the following treatment and disposal technologies (check either column A or column B and all applicable boxes in the selected column).

- |  |   |
|--|---|
| <p>A) System authorized for construction before January 1, 2001</p> <p><input type="checkbox"/> 1) Conventional system<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet</p> <p><input type="checkbox"/> 3) Disposal by Pressure Distribution System</p> <p><input type="checkbox"/> 4) Disposal by Gravelless Trench</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed</p> <p><input type="checkbox"/> 7) Wisconsin Mound</p> | <p>B) System authorized for construction on or after January 1, 2001</p> <p><input type="checkbox"/> 1) Septic Tank/Conventional Disposal (4.02 GP)<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet (4.03 GP)</p> <p><input type="checkbox"/> 3) Pressure Distribution System (4.04 GP)</p> <p><input type="checkbox"/> 4) Gravelless Trench (4.05 GP)</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed (4.06 GP)</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed (4.07 GP)</p> <p><input type="checkbox"/> 7) Wisconsin Mound (4.08 GP)</p> |
|--|---|

REPORT OF INSPECTION

- 8) Engineered Pad System
- 9) Intermittent Sand Filter
- 10) Peat Filter
- 11) Textile Filter
- 12) Denitrifying System Using Separated Wastewater Streams
- 13) Sewage Vault
- 14) Aerobic System
- 15) Nitrate-Reactive Media Filter
- 16) Cap System
- 17) Constructed Wetland
- 18) Sand-Lined Trench
- 19) Disinfection Devices
- 20) Surface Disposal
- 21) Subsurface Drip Irrigation Disposal
- 22) Design flow is equal to or more than 3,000 gpd
- 23) Other \_\_\_\_\_

- 8) Engineered Pad System (4.09 GP)
- 9) Intermittent Sand Filter (4.10 GP)
- 10) Peat Filter (4.11 GP)
- 11) Textile Filter (4.12 GP)
- 12) Denitrifying System Using Separated Wastewater Streams (4.13 GP)
- 13) Sewage Vault (4.14 GP)
- 14) Aerobic System (4.15 GP)
- 15) Nitrate-Reactive Media Filter (4.16 GP)
- 16) Cap System (4.17 GP)
- 17) Constructed Wetland (4.18 GP)
- 18) Sand-Lined Trench (4.19 GP)
- 19) Disinfection Devices (4.20 GP)
- 20) Surface Disposal (4.21 GP)
- 21) Subsurface Drip Irrigation Disposal (4.22 GP)
- 22) Combination of the above; design flow between 3000 to 23,999 Gallons Per Day (4.23 GP)

Date of Construction \_\_\_\_\_

Date of Discharge Authorization \_\_\_\_\_

- Based on permitting documentation
- Based on other documentation
- Estimated
- Not known

**9 SEPTIC TANK INSPECTION AND PUMPING INFORMATION (FOR CONVENTIONAL SEPTIC SYSTEMS AND ALTERNATIVE SYSTEMS USING A SEPTIC TANK)**

- A) Date of last facility inspection and or pumping of septic tank
- B) Repairs or alterations to the facility since original installation?  Yes  No  Unknown
- C) Is the facility currently being serviced under a maintenance contract?  Yes  No  Unknown
- D) Is the septic tank being pumped as part of this inspection?  Yes  No  
 If no, septic tank was not pumped because:
  - The septic tank was put into service less than 12 months ago
  - Pumping or servicing was not necessary at the time of inspection based on manufacturers written operation and maintenance inspections (probably not applicable to septic tanks, only alternative technologies).
  - No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems getting little use).
- E) Septic tank material:
  - Pre-cast concrete
  - Fiberglass
  - Plastic
  - Other
  - Could not determined
- F) Liquid level in septic tank before pumping:
  - Normal
  - Below normal
  - Above normal
  - Could Not determined
- G) Access openings in septic tank:  One  Two  Three  None  Not determined
- H) Number of compartments:  One  Two  More than two <sup>3</sup> (number)  Not determined
- I) Capacity of septic tank: 500 gallons  
 Based on:
  - Measurements
  - Volume Pumped
  - Estimate
  - Capacity could not be determined
- J) Scum/Sludge (measured before pumping)
  - i) Tank depth (air-liquid interface to bottom of tank: 4 ft \_\_\_\_\_ inches

REPORT OF INSPECTION

- ii) Primary (upstream) chamber: Scum depth <sup>0</sup> inches/ Sludge depth <sup>8</sup> inches
- iii) Secondary (downstream) chamber: Scum depth <sup>0</sup> inches/ Sludge depth <sup>8</sup> inches
- K) Condition of baffles and sanitary "Ts":
  - i) Inlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - ii) Outlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - iii) Interior baffle:  Functional  Not functional  Not present  Not determined
- D) Evidence of leakage into septic tank (infiltration)?  Yes  No  Could not be determined
- E) Evidence of leakage out of the septic tank (exfiltration)?  Yes  No  Could not be determined
- L) Effluent filter:  Present  Not present  Could not be determined  Filter serviced.
- L) Repairs or other maintenance done to septic tank?  No  Yes (describe):

**10 DISPOSAL WORKS INSPECTION (FOR A SYSTEM UTILIZING CONVENTIONAL DISPOSAL BY TRENCH, BED, CHAMBER TECHNOLOGY, OR SEEPAGE PIT)**

- A) Disposal is by:
  - Trench
  - Bed
  - Trench
  - Chamber Technology
  - Seepage Pit
  - No. of pits \_\_\_\_  Not Known
  - Not known or could not be determined
- B) Is there evidence of disposal works malfunction?  No  Yes (check all applicable conditions observed)
  - Wet areas
  - Unusual green/lush vegetation
  - Sewage smell
  - Liquid discharges on surface
  - Discharge pipes of unknown origin
  - Impaired hydraulic capacity (backups)
  - Erosion encroachment
  - Other (describe): \_\_\_\_\_
- C) Any structural or drainage problems?:  No  Yes (check all applicable conditions observed)
  - Localized surface settling
  - Apparent root invasion
  - Animal damage
  - Other (describe): \_\_\_\_\_
- D) Diversion valve or distribution box present?  No  Not determined  Yes (Please note component type, whether opened for observation, and condition functionality)

- E) Are inspection ports present in disposal field?  No  Yes  Not determined
  - i) If yes, number of functional ports: \_\_\_\_\_.
  - ii) If yes, indicate (in inches) from top of each port to:

	Port 1	Port 2	Port 3	Port 4
Port Bottom				
Wastewater (liquid) surface				

- F) Is a reserve disposal area available?  Yes  No  Unknown or could not be determined
- G) Repairs or other maintenance done to disposal works?  No  Yes (Describe)

**11 OTHER COMPONENTS/APPURTENANCES (USE THIS SECTION FOR ALTERNATIVE SYSTEMS ONLY)**

- A) Is there a pump chamber?  Yes  No  Not determined
  - i) If pump chamber exists, was maintenance performed?  No  Yes (describe)
  - ii) If pump chamber exists, were repairs performed?  No  Yes (describe)

REPORT OF INSPECTION

- B) Is there a pump or pumps?  Yes  No  Not determined
  - i) If yes, number of pumps:
  - ii) If pump(s) exist, was maintenance performed?  No  Yes (describe)
  - iii) If pump(s) exist, were repairs performed?  No  Yes (describe)
- C) Are there system controls (pumps, alarms, fluid level controls, etc.)?  Yes  No  Not determined
  - i) If yes, describe controls:
  - ii) If system controls exist, was maintenance performed?  No  Yes (describe)
  - iii) If system controls exist, were repairs performed?  No  Yes (describe)
- D) Were system settings checked?  No  Yes (settings OK)  Yes (settings adjusted, describe)
- E) Are there other mechanical components or appurtenances?  Yes  No  Not determined
  - i) If yes, describe mechanical components and appurtenances:
  - ii) If mechanical components and appurtenances exist, was maintenance performed?  No  Yes (describe)
  - iii) If mechanical components and appurtenances exist, were repairs performed?  No  Yes (describe)
- F) Other alternative system components inspected, test conducted, or maintenance or repair performed?  No  Yes (describe)

**12 PUMPING AND SERVICING**

- A)  Each septic tank or other wastewater treatment container on the property was pumped or otherwise serviced to remove, to the maximum extent possible, solid, floating, and liquid waste accumulations.
- B)  Pumping or servicing was not performed for one of the following reasons (check one):
  - i)  A Discharge Authorization for the on-site wastewater treatment facility was issued and the facility was put into service within 12 months before the transfer of ownership inspection,
  - ii)  Pumping or servicing was not necessary at the time of the inspection based on the manufacturer's written operation and maintenance instructions
  - iii)  No accumulation of floating or settled waste was present in the septic tank or wastewater treatment container

**13 OTHER INFORMATION**

Is other information attached?  No  Yes: Total number of pages attached 2.

**14 INSPECTOR'S CERTIFICATION**

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this inspection report to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. This report does not imply nor guarantee any future performance of this facility in any way.

INSPECTOR SIGNATURE: *David Jensen*

DATE OF INSPECTION: 7/24/2023

## Report of Inspection

---

This inspection states the current condition of the on-site wastewater treatment facility at the time of inspection, this inspection is not a warranty of the on-site wastewater treatment facility. At the time of inspection, this septic system meets the criteria set forth from Pima County for a functional septic system.

The system is taking water at time of inspection. The bunk house system is a homemade system out of blocks and full of roots. Half of the tank is under the hot water and pressure tank storage room. The leach line is taking water, but the tank is in poor condition.



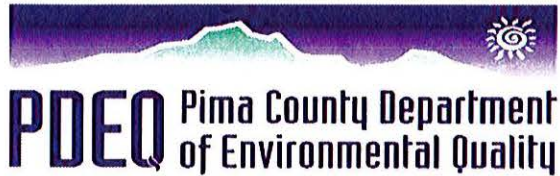
Report of Inspection



33 N. STONE AVENUE, SUITE 700, TUCSON, ARIZONA 85701

[WWW.DEQ.PIMA.GOV](http://WWW.DEQ.PIMA.GOV)

EXHIBIT E (CONTINUED)



INSTRUCTIONS FOR A  
**REPORT OF INSPECTION**  
FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

**INSTRUCTIONS**

Within six months before the date of a property transfer, the person who is transferring a property served by an on-site wastewater treatment facility (conventional or alternative) shall retain a qualified inspector to perform a transfer of ownership inspection of the on-site wastewater treatment facility (see Figure 1). The *Report of Inspection* form shall be completed by the inspector, who shall give it to the person transferring the property in accordance with Arizona Administrative Code (A.A.C.) R18-9-A316 and Pima County Code 7.21.050.

The person transferring the property shall provide to the person to whom the property is transferred (buyer) the completed *Report of Inspection* form and any other documents in the person's possession relating to permitting, operation, and maintenance of the on-site wastewater treatment facility.

The person transferring the property shall submit a copy of the *Report of Inspection* form and a \$50.00 fee to PDEQ. The *Report of Inspection* form and the Fee should be submitted to the Pima County Development Services Department's Septic counter located at 201 N. Stone Avenue, Tucson, Arizona 85701.

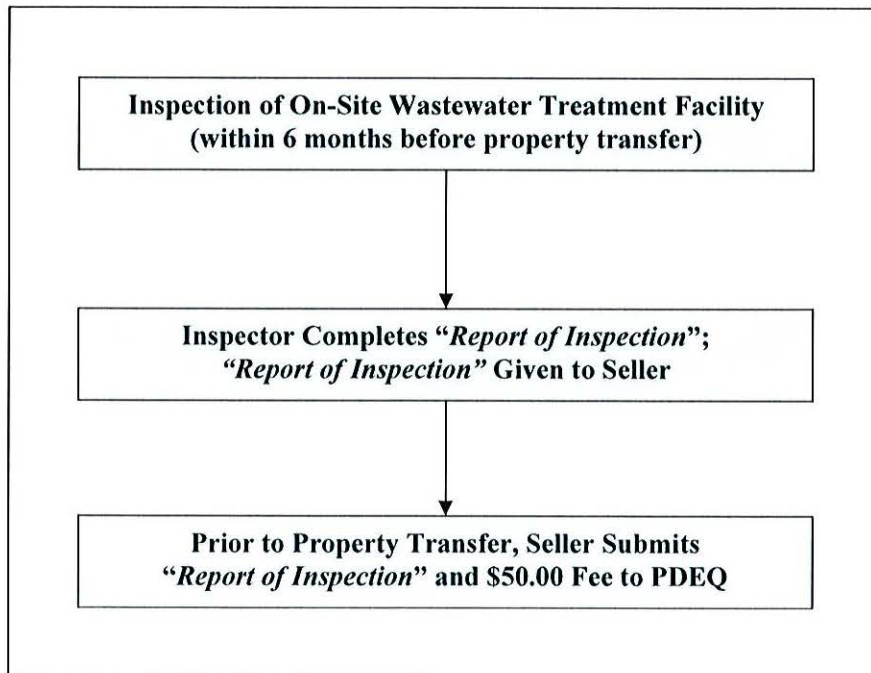
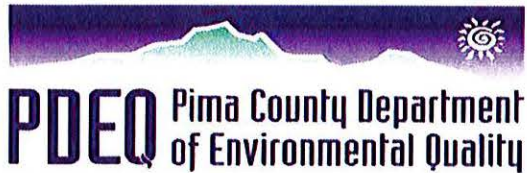


Figure 1. *Report of Inspection* Process Flowchart.



# REPORT OF INSPECTION

## FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

**1 PROPERTY INFORMATION**

Address 15110 Arivaca Rd -Guest House County Pima  
 City Amado Tax Parcel No. 302-08-003K  
 State AZ Zip 85645  Residential  Non-residential

**2 CURRENT OWNER INFORMATION**

Name Rancho Seco LLC  
 Mailing Address 15110 W Arivaca Rd  
 City Amado State AZ Zip 85645

**3 INSPECTOR INFORMATION**

Name Daniel Henson  
 Company Name Henson Excavation LLC  
 Address 4118 W Calle Seis  
 City, State, Zip Green Valley, AZ 85622  
 Phone 520-471-3469 Fax \_\_\_\_\_  
 Email dhenson528@gmail.com

**4 INSPECTOR QUALIFICATIONS (CHECK APPLICABLE BOX)**

Description of Qualifications	Reference Number	Expiration Date
<input checked="" type="checkbox"/> Owner of a vehicle with a Human Excreta Collection and Transportation License (a septage hauler license) issued pursuant to A.A.C. R18-13, Article 11. Check one: <input checked="" type="checkbox"/> Owner of license; <input type="checkbox"/> Employee of license	PDEQ 4706/ADEQ 2806	June 2024
<input type="checkbox"/> Wastewater Treatment Plant Operator licensed pursuant to A.A.C. R18-5-112 through 114. (indicate type): <input type="checkbox"/> Grade 1; <input type="checkbox"/> Grade 2; <input type="checkbox"/> Grade 3; <input type="checkbox"/> Grade 4		
<input type="checkbox"/> Arizona Registered Sanitarian		
<input type="checkbox"/> Arizona Professional Engineer		
<input checked="" type="checkbox"/> Licensed Contractor (indicate type) <input checked="" type="checkbox"/> B-4 or C-41; <input type="checkbox"/> A, A-12, or L-41; <input checked="" type="checkbox"/> KA or K-41 or K-80	322490/340505	November 2024/August 2024
<input checked="" type="checkbox"/> NAWT certified as recognized by ADEQ	13674ITC	August 2025

**5 FACILITY TYPE**

Conventional septic tank/disposal system  
 Alternative on-site system (describe): \_\_\_\_\_

**6 DOCUMENTS CONSULTED**

Were facility permit, construction and/or operational records available for the inspection?  No  Yes (indicate below)

A)  Yes  No Construction Authorization (or Provisional Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(1)(c) (File No. \_\_\_\_\_).

B)  Yes  No Discharge Authorization (or Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(2)(c) (File No. \_\_\_\_\_).

C)  Yes  No Approval to Construct, Approval of Construction, or other official permitting documents issued by PDEQ before January 1, 2001. If yes, date of issuance \_\_\_\_\_

D)  Yes  No Site plan, plot plan, "as-built" drawings, or similar documents, describe \_\_\_\_\_

E)  Yes  No Documents relating to operation and/or maintenance (alternative systems)

F)  Yes  No Other (describe): \_\_\_\_\_

**7 FACILITY INFORMATION**

REPORT OF INSPECTION

- A) Domestic Water Source:  
 Municipal System  
 Private Water Company  
 Individual Private Well  
 Shared Private Well  
 Hauled Water
- B) Approximate Property Size 44.61  Square Feet  Acres
- C) Use of Property:  
 Residential  
 Other, (describe): \_\_\_\_\_
- D) Occupancy Use:  
 Full Time  
 Seasonal/Part time: About \_\_\_\_\_% of year  
 Intermittent  
 Vacant  
 Unknown
- E) Date of last facility inspection and/or pumping of septic tank \_\_\_\_\_  unknown
- F) Any known repairs or alterations to the facility since original installation?  Yes  No  Unknown
- G) Design flow  300 gallons per day  
 Basis for design flow (check either 1 or 2)  
 1) Designated in permitting documents issued on or after January 1, 2001  
 2) Calculated/estimated/apparent based on (check one):  
 For a dwelling, number of bedrooms times 150 gallons per day  
 For a dwelling, fixture count as tabulated in R18-9-A314(4)(a)(i)  
 Summation of unit flows from Table 1 (if not a dwelling)  
 Other (describe): \_\_\_\_\_
- H) Assessment of actual flow versus the design flow indicated above:  
 Actual flow does not appear to exceed design flow  
 Actual flow may exceed design flow due to:  
 Number of occupants (high occupancy)  
 Bedroom count (actual number greater than number that permitted design flow was based on)  
 Fixture count  
 Water meter/usage records  
 Other  
 Unknown or could not be determined
- J) Strength of sewage received by on-site wastewater treatment facility:  
 Appears representative of typical sewage strength  
 Appears to exceed strength of typical sewage because \_\_\_\_\_  
 Appears to be weaker than typical sewage because \_\_\_\_\_  
 Unknown or could not be determined

**8 GENERAL TREATMENT AND DISPOSAL WORKS INFORMATION**

This system consists of the following treatment and disposal technologies (check either column A or column B and all applicable boxes in the selected column).

- |  |   |
|--|---|
| <p>A) System authorized for construction before January 1, 2001</p> <p><input type="checkbox"/> 1) Conventional system<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet</p> <p><input type="checkbox"/> 3) Disposal by Pressure Distribution System</p> <p><input type="checkbox"/> 4) Disposal by Gravelless Trench</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed</p> <p><input type="checkbox"/> 7) Wisconsin Mound</p> | <p>B) System authorized for construction on or after January 1, 2001</p> <p><input type="checkbox"/> 1) Septic Tank/Conventional Disposal (4.02 GP)<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet (4.03 GP)</p> <p><input type="checkbox"/> 3) Pressure Distribution System (4.04 GP)</p> <p><input type="checkbox"/> 4) Gravelless Trench (4.05 GP)</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed (4.06 GP)</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed (4.07 GP)</p> <p><input type="checkbox"/> 7) Wisconsin Mound (4.08 GP)</p> |
|--|---|

REPORT OF INSPECTION

- 8) Engineered Pad System
- 9) Intermittent Sand Filter
- 10) Peat Filter
- 11) Textile Filter
- 12) Denitrifying System Using Separated Wastewater Streams
- 13) Sewage Vault
- 14) Aerobic System
- 15) Nitrate-Reactive Media Filter
- 16) Cap System
- 17) Constructed Wetland
- 18) Sand-Lined Trench
- 19) Disinfection Devices
- 20) Surface Disposal
- 21) Subsurface Drip Irrigation Disposal
- 22) Design flow is equal to or more than 3,000 gpd
- 23) Other \_\_\_\_\_

- 8) Engineered Pad System (4.09 GP)
- 9) Intermittent Sand Filter (4.10 GP)
- 10) Peat Filter (4.11 GP)
- 11) Textile Filter (4.12 GP)
- 12) Denitrifying System Using Separated Wastewater Streams (4.13 GP)
- 13) Sewage Vault (4.14 GP)
- 14) Aerobic System (4.15 GP)
- 15) Nitrate-Reactive Media Filter (4.16 GP)
- 16) Cap System (4.17 GP)
- 17) Constructed Wetland (4.18 GP)
- 18) Sand-Lined Trench (4.19 GP)
- 19) Disinfection Devices (4.20 GP)
- 20) Surface Disposal (4.21 GP)
- 21) Subsurface Drip Irrigation Disposal (4.22 GP)
- 22) Combination of the above; design flow between 3000 to 23,999 Gallons Per Day (4.23 GP)

Date of Construction \_\_\_\_\_

Date of Discharge Authorization \_\_\_\_\_

- Based on permitting documentation
- Based on other documentation
- Estimated
- Not known

**9 SEPTIC TANK INSPECTION AND PUMPING INFORMATION (FOR CONVENTIONAL SEPTIC SYSTEMS AND ALTERNATIVE SYSTEMS USING A SEPTIC TANK)**

- A) Date of last facility inspection and or pumping of septic tank
- B) Repairs or alterations to the facility since original installation?  Yes  No  Unknown
- C) Is the facility currently being serviced under a maintenance contract?  Yes  No  Unknown
- D) Is the septic tank being pumped as part of this inspection?  Yes  No  
 If no, septic tank was not pumped because:
  - The septic tank was put into service less than 12 months ago
  - Pumping or servicing was not necessary at the time of inspection based on manufacturers written operation and maintenance inspections (probably not applicable to septic tanks, only alternative technologies).
  - No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems getting little use).
- E) Septic tank material:
  - Pre-cast concrete
  - Fiberglass
  - Plastic
  - Other
  - Could not determined
- F) Liquid level in septic tank before pumping:
  - Normal
  - Below normal
  - Above normal
  - Could Not determined
- G) Access openings in septic tank:  One  Two  Three  None  Not determined
- H) Number of compartments:  One  Two  More than two \_\_\_\_\_ (number)  Not determined
- I) Capacity of septic tank: 1000 gallons  
 Based on:
  - Measurements
  - Volume Pumped
  - Estimate
  - Capacity could not be determined
- J) Scum/Sludge (measured before pumping)
  - i) Tank depth (air-liquid interface to bottom of tank): 5 ft 0 inches

REPORT OF INSPECTION

- ii) Primary (upstream) chamber: Scum depth 1 inches/ Sludge depth 10 inches
- iii) Secondary (downstream) chamber: Scum depth      inches/ Sludge depth      inches
- K) Condition of baffles and sanitary "Ts":
  - i) Inlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - ii) Outlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - iii) Interior baffle:  Functional  Not functional  Not present  Not determined
- D) Evidence of leakage into septic tank (infiltration)?  Yes  No  Could not be determined
- E) Evidence of leakage out of the septic tank (exfiltration)?  Yes  No  Could not be determined
- L) Effluent filter:  Present  Not present  Could not be determined  Filter serviced.
- L) Repairs or other maintenance done to septic tank?  No  Yes (describe):

**10 DISPOSAL WORKS INSPECTION (FOR A SYSTEM UTILIZING CONVENTIONAL DISPOSAL BY TRENCH, BED, CHAMBER TECHNOLOGY, OR SEEPAGE PIT)**

- A) Disposal is by:
  - Trench
  - Bed
  - Trench
  - Chamber Technology
  - Seepage Pit
  - No. of pits       Not Known
  - Not known or could not be determined
- B) Is there evidence of disposal works malfunction?  No  Yes (check all applicable conditions observed)
  - Wet areas
  - Unusual green/lush vegetation
  - Sewage smell
  - Liquid discharges on surface
  - Discharge pipes of unknown origin
  - Impaired hydraulic capacity (backups)
  - Erosion encroachment
  - Other (describe): \_\_\_\_\_
- C) Any structural or drainage problems?:  No  Yes (check all applicable conditions observed)
  - Localized surface settling
  - Apparent root invasion
  - Animal damage
  - Other (describe): \_\_\_\_\_
- D) Diversion valve or distribution box present?  No  Not determined  Yes (Please note component type, whether opened for observation, and condition functionality)
 

D-box was camera inspected and found in good condition

- E) Are inspection ports present in disposal field?  No  Yes  Not determined
  - i) If yes, number of functional ports: \_\_\_\_\_.
  - ii) If yes, indicate (in inches) from top of each port to:

	Port 1	Port 2	Port 3	Port 4
Port Bottom				
Wastewater (liquid) surface				

- F) Is a reserve disposal area available?  Yes  No  Unknown or could not be determined
- G) Repairs or other maintenance done to disposal works?  No  Yes (Describe)

**11 OTHER COMPONENTS/APPURTENANCES (USE THIS SECTION FOR ALTERNATIVE SYSTEMS ONLY)**

- A) Is there a pump chamber?  Yes  No  Not determined
  - i) If pump chamber exists, was maintenance performed?  No  Yes (describe)
  - ii) If pump chamber exists, were repairs performed?  No  Yes (describe)

REPORT OF INSPECTION

- B) Is there a pump or pumps?  Yes  No  Not determined
- i) If yes, number of pumps:
- ii) If pump(s) exist, was maintenance performed?  No  Yes (describe)
- \_\_\_\_\_
- iii) If pump(s) exist, were repairs performed?  No  Yes (describe)
- \_\_\_\_\_
- C) Are there system controls (pumps, alarms, fluid level controls, etc.)?  Yes  No  Not determined
- i) If yes, describe controls:
- ii) If system controls exist, was maintenance performed?  No  Yes (describe)
- \_\_\_\_\_
- iii) If system controls exist, were repairs performed?  No  Yes (describe)
- \_\_\_\_\_
- D) Were system settings checked?  No  Yes (settings OK)  Yes (settings adjusted, describe)
- \_\_\_\_\_
- E) Are there other mechanical components or appurtenances?  Yes  No  Not determined
- i) If yes, describe mechanical components and appurtenances:
- \_\_\_\_\_
- ii) If mechanical components and appurtenances exist, was maintenance performed?  No  Yes (describe)
- \_\_\_\_\_
- iii) If mechanical components and appurtenances exist, were repairs performed?  No  Yes (describe)
- \_\_\_\_\_
- F) Other alternative system components inspected, test conducted, or maintenance or repair performed?  No  Yes (describe)

**12 PUMPING AND SERVICING**

- A)  Each septic tank or other wastewater treatment container on the property was pumped or otherwise serviced to remove, to the maximum extent possible, solid, floating, and liquid waste accumulations.
- B)  Pumping or servicing was not performed for one of the following reasons (check one):
- i)  A Discharge Authorization for the on-site wastewater treatment facility was issued and the facility was put into service within 12 months before the transfer of ownership inspection,
- ii)  Pumping or servicing was not necessary at the time of the inspection based on the manufacturer's written operation and maintenance instructions
- iii)  No accumulation of floating or settled waste was present in the septic tank or wastewater treatment container

**13 OTHER INFORMATION**

Is other information attached?  No  Yes: Total number of pages attached 2.

**14 INSPECTOR'S CERTIFICATION**

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this inspection report to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. This report does not imply nor guarantee any future performance of this facility in any way.

INSPECTOR SIGNATURE: 

DATE OF INSPECTION: 7/24/2023

## Report of Inspection

---

This inspection states the current condition of the on-site wastewater treatment facility at the time of inspection, this inspection is not a warranty of the on-site wastewater treatment facility. At the time of inspection, this septic system meets the criteria set forth from Pima County for a functional septic system.

The system is taking water at time of inspection. This guest house septic is overall in good condition.



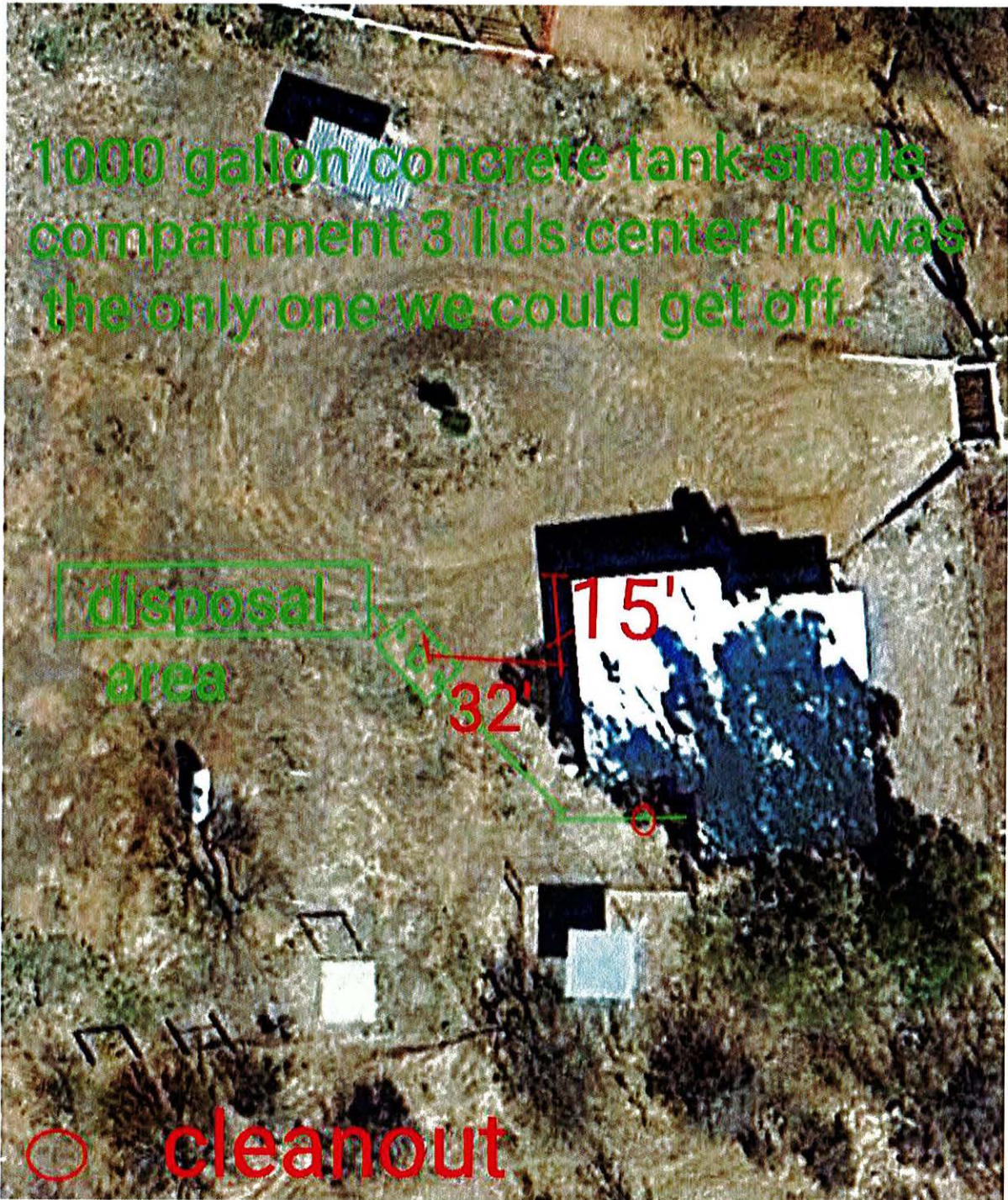
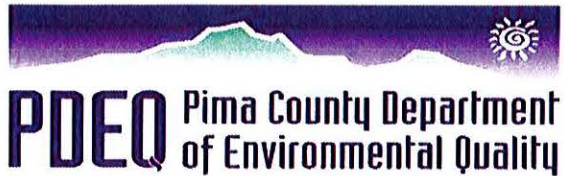


EXHIBIT E (CONTINUED)



INSTRUCTIONS FOR A  
**REPORT OF INSPECTION**  
FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

**INSTRUCTIONS**

Within six months before the date of a property transfer, the person who is transferring a property served by an on-site wastewater treatment facility (conventional or alternative) shall retain a qualified inspector to perform a transfer of ownership inspection of the on-site wastewater treatment facility (see Figure 1). The *Report of Inspection* form shall be completed by the inspector, who shall give it to the person transferring the property in accordance with Arizona Administrative Code (A.A.C.) R18-9-A316 and Pima County Code 7.21.050.

The person transferring the property shall provide to the person to whom the property is transferred (buyer) the completed *Report of Inspection* form and any other documents in the person's possession relating to permitting, operation, and maintenance of the on-site wastewater treatment facility.

The person transferring the property shall submit a copy of the *Report of Inspection* form and a \$50.00 fee to PDEQ. The *Report of Inspection* form and the Fee should be submitted to the Pima County Development Services Department's Septic counter located at 201 N. Stone Avenue, Tucson, Arizona 85701.

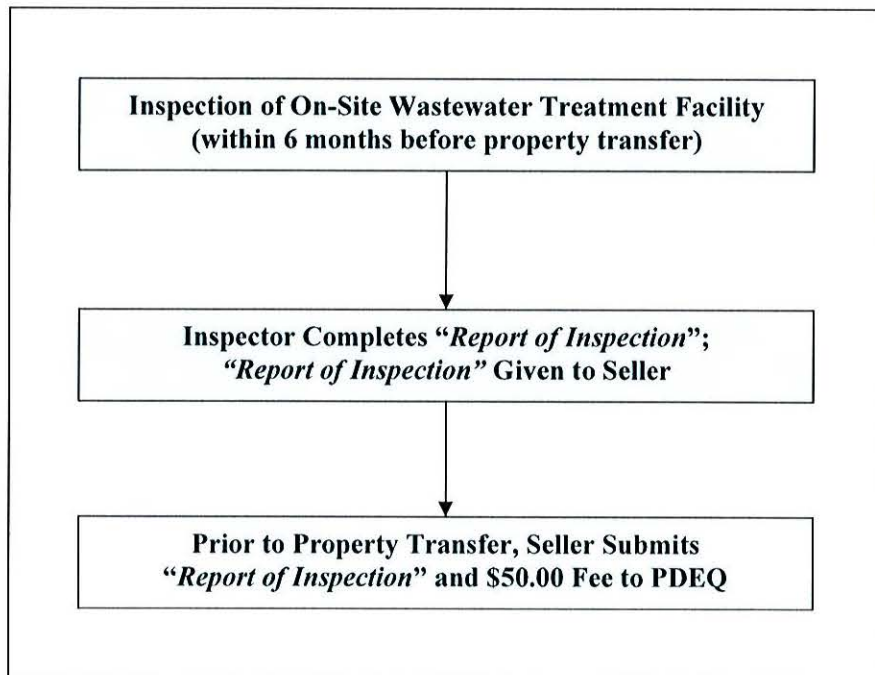


Figure 1. *Report of Inspection* Process Flowchart.



## REPORT OF INSPECTION FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

### 1 PROPERTY INFORMATION

Address 15110 Arivaca Rd Main House Addition County Pima  
 City Amado Tax Parcel No. 302-08-003K  
 State AZ Zip 85645  Residential  Non-residential

### 2 CURRENT OWNER INFORMATION

Name Rancho Seco LLC  
 Mailing Address 15110 W Arivaca Rd  
 City Amado State AZ Zip 85645

### 3 INSPECTOR INFORMATION

Name Daniel Henson  
 Company Name Henson Excavation LLC  
 Address 4118 W Calle Seis  
 City, State, Zip Green Valley, AZ 85622  
 Phone 520-471-3469 Fax \_\_\_\_\_  
 Email dhenson528@gmail.com

### 4 INSPECTOR QUALIFICATIONS (CHECK APPLICABLE BOX)

Description of Qualifications	Reference Number	Expiration Date
<input checked="" type="checkbox"/> Owner of a vehicle with a Human Excreta Collection and Transportation License (a septage hauler license) issued pursuant to A.A.C. R18-13, Article 11. Check one: <input checked="" type="checkbox"/> Owner of license; <input type="checkbox"/> Employee of license	PDEQ 4706/ADEQ 2806	June 2024
<input type="checkbox"/> Wastewater Treatment Plant Operator licensed pursuant to A.A.C. R18-5-112 through 114. (indicate type): <input type="checkbox"/> Grade 1; <input type="checkbox"/> Grade 2; <input type="checkbox"/> Grade 3; <input type="checkbox"/> Grade 4		
<input type="checkbox"/> Arizona Registered Sanitarian		
<input type="checkbox"/> Arizona Professional Engineer		
<input checked="" type="checkbox"/> Licensed Contractor (indicate type) <input checked="" type="checkbox"/> B-4 or C-41; <input type="checkbox"/> A, A-12, or L-41; <input checked="" type="checkbox"/> KA or K-41 or K-80	322490/340505	November 2024/August 2024
<input checked="" type="checkbox"/> NAWT certified as recognized by ADEQ	13674ITC	August 2025

### 5 FACILITY TYPE

Conventional septic tank/disposal system  
 Alternative on-site system (describe): \_\_\_\_\_

### 6 DOCUMENTS CONSULTED

Were facility permit, construction and/or operational records available for the inspection?  No  Yes (indicate below)

A)  Yes  No Construction Authorization (or Provisional Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(1)(c) (File No \_\_\_\_\_).

B)  Yes  No Discharge Authorization (or Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(2)(c) (File No P11CP04825).

C)  Yes  No Approval to Construct, Approval of Construction, or other official permitting documents issued by PDEQ before January 1, 2001. If yes, date of issuance \_\_\_\_\_

D)  Yes  No Site plan, plot plan, "as-built" drawings, or similar documents, describe \_\_\_\_\_

E)  Yes  No Documents relating to operation and/or maintenance (alternative systems)

F)  Yes  No Other (describe): \_\_\_\_\_

### 7 FACILITY INFORMATION

33 N. STONE AVENUE, SUITE 700, TUCSON, ARIZONA 85701  
[WWW.DEQ.PIMA.GOV](http://WWW.DEQ.PIMA.GOV)

REPORT OF INSPECTION

- A) Domestic Water Source:  
 Municipal System  
 Private Water Company  
 Individual Private Well  
 Shared Private Well  
 Hauled Water
- B) Approximate Property Size 44.61  Square Feet  Acres
- C) Use of Property:  
 Residential  
 Other, (describe): \_\_\_\_\_
- D) Occupancy Use:  
 Full Time  
 Seasonal/Part time: About \_\_\_% of year  
 Intermittent  
 Vacant  
 Unknown
- E) Date of last facility inspection and/or pumping of septic tank \_\_\_\_\_  unknown
- F) Any known repairs or alterations to the facility since original installation?  Yes  No  Unknown
- G) Design flow  150 gallons per day  
 Basis for design flow (check either 1 or 2)  
 1) Designated in permitting documents issued on or after January 1, 2001  
 2) Calculated/estimated/apparent based on (check one):  
 For a dwelling, number of bedrooms times 150 gallons per day  
 For a dwelling, fixture count as tabulated in R18-9-A314(4)(a)(i)  
 Summation of unit flows from Table 1 (if not a dwelling)  
 Other (describe): \_\_\_\_\_
- H) Assessment of actual flow versus the design flow indicated above:  
 Actual flow does not appear to exceed design flow  
 Actual flow may exceed design flow due to:  
 Number of occupants (high occupancy)  
 Bedroom count (actual number greater than number that permitted design flow was based on)  
 Fixture count  
 Water meter/usage records  
 Other  
 Unknown or could not be determined
- J) Strength of sewage received by on-site wastewater treatment facility:  
 Appears representative of typical sewage strength  
 Appears to exceed strength of typical sewage because \_\_\_\_\_  
 Appears to be weaker than typical sewage because \_\_\_\_\_  
 Unknown or could not be determined

**8 GENERAL TREATMENT AND DISPOSAL WORKS INFORMATION**

This system consists of the following treatment and disposal technologies (check either column A or column B and all applicable boxes in the selected column).

- |  |  |
|--|--|
| <p>A) System authorized for construction before January 1, 2001</p> <p><input type="checkbox"/> 1) Conventional system<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet</p> <p><input type="checkbox"/> 3) Disposal by Pressure Distribution System</p> <p><input type="checkbox"/> 4) Disposal by Gravelless Trench</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed</p> <p><input type="checkbox"/> 7) Wisconsin Mound</p> | <p>B) System authorized for construction on or after January 1, 2001</p> <p><input checked="" type="checkbox"/> 1) Septic Tank/Conventional Disposal (4.02 GP)<br/> <input checked="" type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input checked="" type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet (4.03 GP)</p> <p><input type="checkbox"/> 3) Pressure Distribution System (4.04 GP)</p> <p><input type="checkbox"/> 4) Gravelless Trench (4.05 GP)</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed (4.06 GP)</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed (4.07 GP)</p> <p><input type="checkbox"/> 7) Wisconsin Mound (4.08 GP)</p> |
|--|--|

REPORT OF INSPECTION

- 8) Engineered Pad System
- 9) Intermittent Sand Filter
- 10) Peat Filter
- 11) Textile Filter
- 12) Denitrifying System Using Separated Wastewater Streams
- 13) Sewage Vault
- 14) Aerobic System
- 15) Nitrate-Reactive Media Filter
- 16) Cap System
- 17) Constructed Wetland
- 18) Sand-Lined Trench
- 19) Disinfection Devices
- 20) Surface Disposal
- 21) Subsurface Drip Irrigation Disposal
- 22) Design flow is equal to or more than 3,000 gpd
- 23) Other \_\_\_\_\_

- 8) Engineered Pad System (4.09 GP)
- 9) Intermittent Sand Filter (4.10 GP)
- 10) Peat Filter (4.11 GP)
- 11) Textile Filter (4.12 GP)
- 12) Denitrifying System Using Separated Wastewater Streams (4.13 GP)
- 13) Sewage Vault (4.14 GP)
- 14) Aerobic System (4.15 GP)
- 15) Nitrate-Reactive Media Filter (4.16 GP)
- 16) Cap System (4.17 GP)
- 17) Constructed Wetland (4.18 GP)
- 18) Sand-Lined Trench (4.19 GP)
- 19) Disinfection Devices (4.20 GP)
- 20) Surface Disposal (4.21 GP)
- 21) Subsurface Drip Irrigation Disposal (4.22 GP)
- 22) Combination of the above; design flow between 3000 to 23,999 Gallons Per Day (4.23 GP)

Date of Construction 3/20/2012

Date of Discharge Authorization 3/20/2012

- Based on permitting documentation
- Based on other documentation
- Estimated
- Not known

**9 SEPTIC TANK INSPECTION AND PUMPING INFORMATION (FOR CONVENTIONAL SEPTIC SYSTEMS AND ALTERNATIVE SYSTEMS USING A SEPTIC TANK)**

- A) Date of last facility inspection and or pumping of septic tank unknown
- B) Repairs or alterations to the facility since original installation?  Yes  No  Unknown
- C) Is the facility currently being serviced under a maintenance contract?  Yes  No  Unknown
- D) Is the septic tank being pumped as part of this inspection?  Yes  No  
 If no, septic tank was not pumped because:  
 The septic tank was put into service less than 12 months ago  
 Pumping or servicing was not necessary at the time of inspection based on manufacturers written operation and maintenance inspections (probably not applicable to septic tanks, only alternative technologies).  
 No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems getting little use).
- E) Septic tank material:  
 Pre-cast concrete  
 Fiberglass  
 Plastic  
 Other  
 Could not determined
- F) Liquid level in septic tank before pumping:  
 Normal  
 Below normal  
 Above normal  
 Could Not determined
- G) Access openings in septic tank:  One  Two  Three  None  Not determined
- H) Number of compartments:  One  Two  More than two \_\_\_\_\_ (number)  Not determined
- I) Capacity of septic tank: 1250 gallons  
 Based on:  
 Measurements  
 Volume Pumped  
 Estimate  
 Capacity could not be determined
- J) Scum/Sludge (measured before pumping)  
 i) Tank depth (air-liquid interface to bottom of tank): 5 ft 1 inches

REPORT OF INSPECTION

- ii) Primary (upstream) chamber: Scum depth 1 inches/ Sludge depth 12 inches
- iii) Secondary (downstream) chamber: Scum depth 0 inches/ Sludge depth 6 inches
- K) Condition of baffles and sanitary "Ts":
  - i) Inlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - ii) Outlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - iii) Interior baffle:  Functional  Not functional  Not present  Not determined
- D) Evidence of leakage into septic tank (infiltration)?  Yes  No  Could not be determined
- E) Evidence of leakage out of the septic tank (exfiltration)?  Yes  No  Could not be determined
- L) Effluent filter:  Present  Not present  Could not be determined  Filter serviced.
- L) Repairs or other maintenance done to septic tank?  No  Yes (describe):

**10 DISPOSAL WORKS INSPECTION (FOR A SYSTEM UTILIZING CONVENTIONAL DISPOSAL BY TRENCH, BED, CHAMBER TECHNOLOGY, OR SEEPAGE PIT)**

- A) Disposal is by:
  - Trench
  - Bed
  - Trench
  - Chamber Technology
  - Seepage Pit
 No. of pits       Not Known  
 Not known or could not be determined
- B) Is there evidence of disposal works malfunction?  No  Yes (check all applicable conditions observed)
  - Wet areas
  - Unusual green/lush vegetation
  - Sewage smell
  - Liquid discharges on surface
  - Discharge pipes of unknown origin
  - Impaired hydraulic capacity (backups)
  - Erosion encroachment
  - Other (describe): \_\_\_\_\_
- C) Any structural or drainage problems?:  No  Yes (check all applicable conditions observed)
  - Localized surface settling
  - Apparent root invasion
  - Animal damage
  - Other (describe): \_\_\_\_\_
- D) Diversion valve or distribution box present?  No  Not determined  Yes (Please note component type, whether opened for observation, and condition functionality)

D-Box was made of concrete and inspected via a camera inspection. D-Box appears to be in good shape.

- E) Are inspection ports present in disposal field?  No  Yes  Not determined
  - i) If yes, number of functional ports: 2
  - ii) If yes, indicate (in inches) from top of each port to:

	Port 1	Port 2	Port 3	Port 4
Port Bottom	32"	36"		
Wastewater (liquid) surface	0	0		

- F) Is a reserve disposal area available?  Yes  No  Unknown or could not be determined
- G) Repairs or other maintenance done to disposal works?  No  Yes (Describe)

**11 OTHER COMPONENTS/APPURTENANCES (USE THIS SECTION FOR ALTERNATIVE SYSTEMS ONLY)**

- A) Is there a pump chamber?  Yes  No  Not determined
  - i) If pump chamber exists, was maintenance performed?  No  Yes (describe)
  - ii) If pump chamber exists, were repairs performed?  No  Yes (describe)

REPORT OF INSPECTION

- B) Is there a pump or pumps?  Yes  No  Not determined
- i) If yes, number of pumps:
- ii) If pump(s) exist, was maintenance performed?  No  Yes (describe)
- \_\_\_\_\_
- iii) If pump(s) exist, were repairs performed?  No  Yes (describe)
- \_\_\_\_\_
- C) Are there system controls (pumps, alarms, fluid level controls, etc.)?  Yes  No  Not determined
- i) If yes, describe controls:
- ii) If system controls exist, was maintenance performed?  No  Yes (describe)
- \_\_\_\_\_
- iii) If system controls exist, were repairs performed?  No  Yes (describe)
- \_\_\_\_\_
- D) Were system settings checked?  No  Yes (settings OK)  Yes (settings adjusted, describe)
- \_\_\_\_\_
- E) Are there other mechanical components or appurtenances?  Yes  No  Not determined
- i) If yes, describe mechanical components and appurtenances:
- \_\_\_\_\_
- ii) If mechanical components and appurtenances exist, was maintenance performed?  No  Yes (describe)
- \_\_\_\_\_
- iii) If mechanical components and appurtenances exist, were repairs performed?  No  Yes (describe)
- \_\_\_\_\_
- F) Other alternative system components inspected, test conducted, or maintenance or repair performed?  No  Yes (describe)

**12 PUMPING AND SERVICING**

- A)  Each septic tank or other wastewater treatment container on the property was pumped or otherwise serviced to remove, to the maximum extent possible, solid, floating, and liquid waste accumulations.
- B)  Pumping or servicing was not performed for one of the following reasons (check one):
- i)  A Discharge Authorization for the on-site wastewater treatment facility was issued and the facility was put into service within 12 months before the transfer of ownership inspection,
- ii)  Pumping or servicing was not necessary at the time of the inspection based on the manufacturer's written operation and maintenance instructions
- iii)  No accumulation of floating or settled waste was present in the septic tank or wastewater treatment container

**13 OTHER INFORMATION**

Is other information attached?  No  Yes: Total number of pages attached <sup>2</sup>\_\_\_\_\_.

**14 INSPECTOR'S CERTIFICATION**

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this inspection report to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. This report does not imply nor guarantee any future performance of this facility in any way.

INSPECTOR SIGNATURE: *Daniel Henson*

DATE OF INSPECTION: 7/24/2023

## Report of Inspection

---

This inspection states the current condition of the on-site wastewater treatment facility at the time of inspection, this inspection is not a warranty of the on-site wastewater treatment facility. At the time of inspection, this septic system meets the criteria set forth from Pima County for a functional septic system.

System is taking water at time of inspection. Overall the system is in good condition.

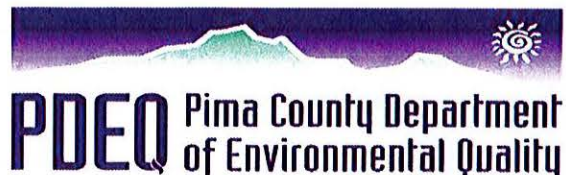




33 N. STONE AVENUE, SUITE 700, TUCSON, ARIZONA 85701

[WWW.DEQ.PIMA.GOV](http://WWW.DEQ.PIMA.GOV)

**EXHIBIT E (CONTINUED)**



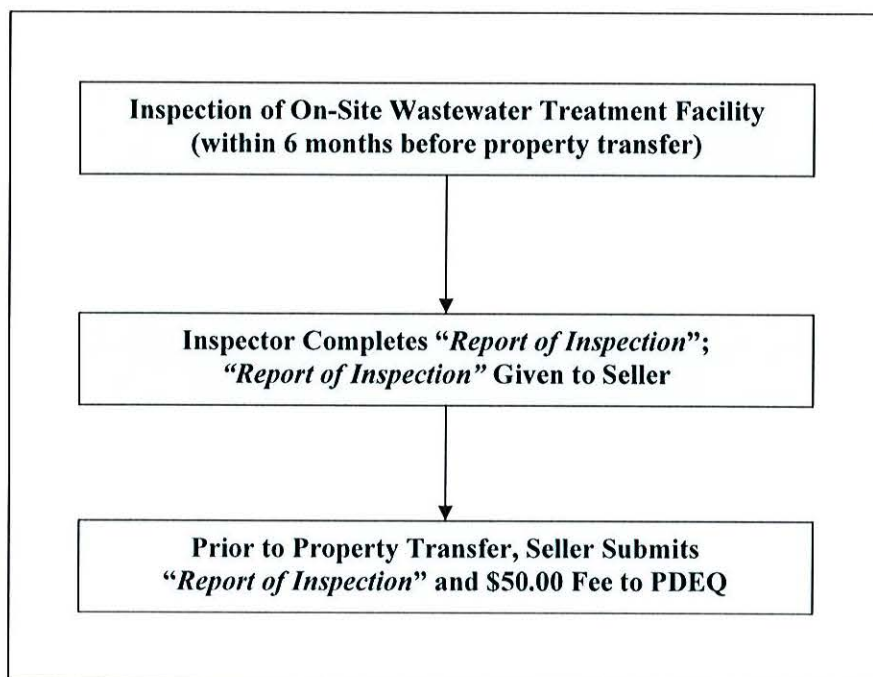
**INSTRUCTIONS FOR A  
REPORT OF INSPECTION  
FOR AN ON-SITE WASTEWATER TREATMENT FACILITY**

**INSTRUCTIONS**

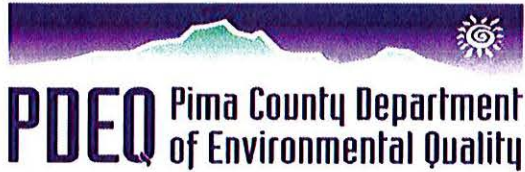
Within six months before the date of a property transfer, the person who is transferring a property served by an on-site wastewater treatment facility (conventional or alternative) shall retain a qualified inspector to perform a transfer of ownership inspection of the on-site wastewater treatment facility (see Figure 1). The *Report of Inspection* form shall be completed by the inspector, who shall give it to the person transferring the property in accordance with Arizona Administrative Code (A.A.C.) R18-9-A316 and Pima County Code 7.21.050.

The person transferring the property shall provide to the person to whom the property is transferred (buyer) the completed *Report of Inspection* form and any other documents in the person's possession relating to permitting, operation, and maintenance of the on-site wastewater treatment facility.

The person transferring the property shall submit a copy of the *Report of Inspection* form and a \$50.00 fee to PDEQ. The *Report of Inspection* form and the Fee should be submitted to the Pima County Development Services Department's Septic counter located at 201 N. Stone Avenue, Tucson, Arizona 85701.



**Figure 1. *Report of Inspection* Process Flowchart.**



# REPORT OF INSPECTION

## FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

### 1 PROPERTY INFORMATION

Address 15110 Arivaca Rd Main House Original Septic County Pima  
 City Amado Tax Parcel No. 302-08-003K  
 State AZ Zip 85645  Residential  Non-residential

### 2 CURRENT OWNER INFORMATION

Name Rancho Seco LLC  
 Mailing Address 15110 W Arivaca Rd  
 City Amado State AZ Zip 85645

### 3 INSPECTOR INFORMATION

Name Daniel Henson  
 Company Name Henson Excavation LLC  
 Address 4118 W Calle Seis  
 City, State, Zip Green Valley, AZ 85622  
 Phone 520-471-3469 Fax \_\_\_\_\_  
 Email dhenson528@gmail.com

### 4 INSPECTOR QUALIFICATIONS (CHECK APPLICABLE BOX)

Description of Qualifications	Reference Number	Expiration Date
<input checked="" type="checkbox"/> Owner of a vehicle with a Human Excreta Collection and Transportation License (a septage hauler license) issued pursuant to A.A.C. R18-13, Article 11. Check one: <input checked="" type="checkbox"/> Owner of license; <input type="checkbox"/> Employee of license	PDEQ 4706/ADEQ 2806	June 2024
<input type="checkbox"/> Wastewater Treatment Plant Operator licensed pursuant to A.A.C. R18-5-112 through 114. (indicate type): <input type="checkbox"/> Grade 1; <input type="checkbox"/> Grade 2; <input type="checkbox"/> Grade 3; <input type="checkbox"/> Grade 4		
<input type="checkbox"/> Arizona Registered Sanitarian		
<input type="checkbox"/> Arizona Professional Engineer		
<input checked="" type="checkbox"/> Licensed Contractor (indicate type) <input checked="" type="checkbox"/> B-4 or C-41; <input type="checkbox"/> A, A-12, or L-41; <input checked="" type="checkbox"/> KA or K-41 or K-80	322490/340505	November 2024/August 2024
<input checked="" type="checkbox"/> NAWT certified as recognized by ADEQ	13674ITC	August 2025

### 5 FACILITY TYPE

Conventional septic tank/disposal system  
 Alternative on-site system (describe): \_\_\_\_\_

### 6 DOCUMENTS CONSULTED

Were facility permit, construction and/or operational records available for the inspection?  No  Yes (indicate below)

A)  Yes  No Construction Authorization (or Provisional Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(1)(c) (File No \_\_\_\_\_).

B)  Yes  No Discharge Authorization (or Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(2)(c) (File No \_\_\_\_\_).

C)  Yes  No Approval to Construct, Approval of Construction, or other official permitting documents issued by PDEQ before January 1, 2001. If yes, date of issuance \_\_\_\_\_

D)  Yes  No Site plan, plot plan, "as-built" drawings, or similar documents, describe \_\_\_\_\_

E)  Yes  No Documents relating to operation and/or maintenance (alternative systems)

F)  Yes  No Other (describe): \_\_\_\_\_

### 7 FACILITY INFORMATION

33 N. STONE AVENUE, SUITE 700, TUCSON, ARIZONA 85701  
[WWW.DEQ.PIMA.GOV](http://WWW.DEQ.PIMA.GOV)

REPORT OF INSPECTION

- A) Domestic Water Source:  
 Municipal System  
 Private Water Company  
 Individual Private Well  
 Shared Private Well  
 Hauled Water
- B) Approximate Property Size 44.61  Square Feet  Acres
- C) Use of Property:  
 Residential  
 Other, (describe): \_\_\_\_\_
- D) Occupancy Use:  
 Full Time  
 Seasonal/Part time: About \_\_\_\_% of year  
 Intermittent  
 Vacant  
 Unknown
- E) Date of last facility inspection and/or pumping of septic tank \_\_\_\_\_  unknown
- F) Any known repairs or alterations to the facility since original installation?  Yes  No  Unknown
- G) Design flow  450 gallons per day  
 Basis for design flow (check either 1 or 2)  
 1) Designated in permitting documents issued on or after January 1, 2001  
 2) Calculated/estimated/apparent based on (check one):  
 For a dwelling, number of bedrooms times 150 gallons per day  
 For a dwelling, fixture count as tabulated in R18-9-A314(4)(a)(i)  
 Summation of unit flows from Table 1 (if not a dwelling)  
 Other (describe): \_\_\_\_\_
- H) Assessment of actual flow versus the design flow indicated above:  
 Actual flow does not appear to exceed design flow  
 Actual flow may exceed design flow due to:  
 Number of occupants (high occupancy)  
 Bedroom count (actual number greater than number that permitted design flow was based on)  
 Fixture count  
 Water meter/usage records  
 Other  
 Unknown or could not be determined
- J) Strength of sewage received by on-site wastewater treatment facility:  
 Appears representative of typical sewage strength  
 Appears to exceed strength of typical sewage because \_\_\_\_\_  
 Appears to be weaker than typical sewage because \_\_\_\_\_  
 Unknown or could not be determined

**8 GENERAL TREATMENT AND DISPOSAL WORKS INFORMATION**

This system consists of the following treatment and disposal technologies (check either column A or column B and all applicable boxes in the selected column).

- |  |   |
|--|---|
| <p>A) System authorized for construction before January 1, 2001</p> <p><input type="checkbox"/> 1) Conventional system<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet</p> <p><input type="checkbox"/> 3) Disposal by Pressure Distribution System</p> <p><input type="checkbox"/> 4) Disposal by Gravelless Trench</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed</p> <p><input type="checkbox"/> 7) Wisconsin Mound</p> | <p>B) System authorized for construction on or after January 1, 2001</p> <p><input type="checkbox"/> 1) Septic Tank/Conventional Disposal (4.02 GP)<br/> <input type="checkbox"/> Septic Tank<br/> <input type="checkbox"/> Disposal Trench<br/> <input type="checkbox"/> Disposal Bed<br/> <input type="checkbox"/> Disposal by Chamber Technology<br/> <input type="checkbox"/> Disposal by Seepage Pit</p> <p><input type="checkbox"/> 2) Composting Toilet (4.03 GP)</p> <p><input type="checkbox"/> 3) Pressure Distribution System (4.04 GP)</p> <p><input type="checkbox"/> 4) Gravelless Trench (4.05 GP)</p> <p><input type="checkbox"/> 5) Natural Seal Evapotranspiration Bed (4.06 GP)</p> <p><input type="checkbox"/> 6) Lined Evapotranspiration Bed (4.07 GP)</p> <p><input type="checkbox"/> 7) Wisconsin Mound (4.08 GP)</p> |
|--|---|

REPORT OF INSPECTION

- |   |   |
|---|---|
| <input type="checkbox"/> 8) Engineered Pad System                                   | <input type="checkbox"/> 8) Engineered Pad System (4.09 GP)   |
| <input type="checkbox"/> 9) Intermittent Sand Filter                                | <input type="checkbox"/> 9) Intermittent Sand Filter (4.10 GP)  |
| <input type="checkbox"/> 10) Peat Filter  | <input type="checkbox"/> 10) Peat Filter (4.11 GP)  |
| <input type="checkbox"/> 11) Textile Filter   | <input type="checkbox"/> 11) Textile Filter (4.12 GP)   |
| <input type="checkbox"/> 12) Denitrifying System Using Separated Wastewater Streams | <input type="checkbox"/> 12) Denitrifying System Using Separated Wastewater Streams (4.13 GP)                       |
| <input type="checkbox"/> 13) Sewage Vault   | <input type="checkbox"/> 13) Sewage Vault (4.14 GP)   |
| <input type="checkbox"/> 14) Aerobic System   | <input type="checkbox"/> 14) Aerobic System (4.15 GP)   |
| <input type="checkbox"/> 15) Nitrate-Reactive Media Filter                          | <input type="checkbox"/> 15) Nitrate-Reactive Media Filter (4.16 GP)  |
| <input type="checkbox"/> 16) Cap System   | <input type="checkbox"/> 16) Cap System (4.17 GP)   |
| <input type="checkbox"/> 17) Constructed Wetland                                    | <input type="checkbox"/> 17) Constructed Wetland (4.18 GP)  |
| <input type="checkbox"/> 18) Sand-Lined Trench                                      | <input type="checkbox"/> 18) Sand-Lined Trench (4.19 GP)  |
| <input type="checkbox"/> 19) Disinfection Devices                                   | <input type="checkbox"/> 19) Disinfection Devices (4.20 GP)   |
| <input type="checkbox"/> 20) Surface Disposal                                       | <input type="checkbox"/> 20) Surface Disposal (4.21 GP)   |
| <input type="checkbox"/> 21) Subsurface Drip Irrigation Disposal                    | <input type="checkbox"/> 21) Subsurface Drip Irrigation Disposal (4.22 GP)  |
| <input type="checkbox"/> 22) Design flow is equal to or more than 3,000 gpd         | <input type="checkbox"/> 22) Combination of the above; design flow between 3000 to 23,999 Gallons Per Day (4.23 GP) |
| <input type="checkbox"/> 23) Other _____  |   |

Date of Construction \_\_\_\_\_

Date of Discharge Authorization \_\_\_\_\_

- Based on permitting documentation  
 Based on other documentation  
 Estimated  
 Not known

**9 SEPTIC TANK INSPECTION AND PUMPING INFORMATION (FOR CONVENTIONAL SEPTIC SYSTEMS AND ALTERNATIVE SYSTEMS USING A SEPTIC TANK)**

- A) Date of last facility inspection and or pumping of septic tank unknown
- B) Repairs or alterations to the facility since original installation?  Yes  No  Unknown
- C) Is the facility currently being serviced under a maintenance contract?  Yes  No  Unknown
- D) Is the septic tank being pumped as part of this inspection?  Yes  No  
 If no, septic tank was not pumped because:  
 The septic tank was put into service less than 12 months ago  
 Pumping or servicing was not necessary at the time of inspection based on manufacturers written operation and maintenance inspections (probably not applicable to septic tanks, only alternative technologies).  
 No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems getting little use).
- E) Septic tank material:  
 Pre-cast concrete  
 Fiberglass  
 Plastic  
 Other  
 Could not determined
- F) Liquid level in septic tank before pumping:  
 Normal  
 Below normal  
 Above normal  
 Could Not determined
- G) Access openings in septic tank:  One  Two  Three  None  Not determined
- H) Number of compartments:  One  Two  More than two \_\_\_\_\_ (number)  Not determined
- I) Capacity of septic tank: 1000 \_\_\_\_\_ gallons  
 Based on:  
 Measurements  
 Volume Pumped  
 Estimate  
 Capacity could not be determined
- J) Scum/Sludge (measured before pumping)  
 i) Tank depth (air-liquid interface to bottom of tank: 5 \_\_\_\_\_ ft 0 \_\_\_\_\_ inches

REPORT OF INSPECTION

- ii) Primary (upstream) chamber: Scum depth <sup>6</sup> inches/ Sludge depth <sup>20</sup> inches
- iii) Secondary (downstream) chamber: Scum depth \_\_\_\_\_ inches/ Sludge depth \_\_\_\_\_ inches
- K) Condition of baffles and sanitary "Ts":
  - i) Inlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - ii) Outlet baffle or "T":  Functional  Not functional  Not present  Not determined
  - iii) Interior baffle:  Functional  Not functional  Not present  Not determined
- D) Evidence of leakage into septic tank (infiltration)?  Yes  No  Could not be determined
- E) Evidence of leakage out of the septic tank (exfiltration)?  Yes  No  Could not be determined
- L) Effluent filter:  Present  Not present  Could not be determined  Filter serviced.
- L) Repairs or other maintenance done to septic tank?  No  Yes (describe):

**10 DISPOSAL WORKS INSPECTION (FOR A SYSTEM UTILIZING CONVENTIONAL DISPOSAL BY TRENCH, BED, CHAMBER TECHNOLOGY, OR SEEPAGE PIT)**

- A) Disposal is by:
  - Trench
  - Bed
  - Trench
  - Chamber Technology
  - Seepage Pit
  - No. of pits \_\_\_\_\_  Not Known
  - Not known or could not be determined
- B) Is there evidence of disposal works malfunction?  No  Yes (check all applicable conditions observed)
  - Wet areas
  - Unusual green/lush vegetation
  - Sewage smell
  - Liquid discharges on surface
  - Discharge pipes of unknown origin
  - Impaired hydraulic capacity (backups)
  - Erosion encroachment
  - Other (describe): \_\_\_\_\_
- C) Any structural or drainage problems?:  No  Yes (check all applicable conditions observed)
  - Localized surface settling
  - Apparent root invasion
  - Animal damage
  - Other (describe): \_\_\_\_\_
- D) Diversion valve or distribution box present?  No  Not determined  Yes (Please note component type, whether opened for observation, and condition functionality)

- E) Are inspection ports present in disposal field?  No  Yes  Not determined
  - i) If yes, number of functional ports: \_\_\_\_\_.
  - ii) If yes, indicate (in inches) from top of each port to:

	Port 1	Port 2	Port 3	Port 4
Port Bottom				
Wastewater (liquid) surface				

- F) Is a reserve disposal area available?  Yes  No  Unknown or could not be determined
- G) Repairs or other maintenance done to disposal works?  No  Yes (Describe)

**11 OTHER COMPONENTS/APPURTENANCES (USE THIS SECTION FOR ALTERNATIVE SYSTEMS ONLY)**

- A) Is there a pump chamber?  Yes  No  Not determined
  - i) If pump chamber exists, was maintenance performed?  No  Yes (describe)
  - ii) If pump chamber exists, were repairs performed?  No  Yes (describe)

REPORT OF INSPECTION

- B) Is there a pump or pumps?  Yes  No  Not determined
  - i) If yes, number of pumps:
  - ii) If pump(s) exist, was maintenance performed?  No  Yes (describe)  
\_\_\_\_\_
  - iii) If pump(s) exist, were repairs performed?  No  Yes (describe)  
\_\_\_\_\_
- C) Are there system controls (pumps, alarms, fluid level controls, etc.)?  Yes  No  Not determined
  - i) If yes, describe controls:
  - ii) If system controls exist, was maintenance performed?  No  Yes (describe)  
\_\_\_\_\_
  - iii) If system controls exist, were repairs performed?  No  Yes (describe)  
\_\_\_\_\_
- D) Were system settings checked?  No  Yes (settings OK)  Yes (settings adjusted, describe)  
\_\_\_\_\_
- E) Are there other mechanical components or appurtenances?  Yes  No  Not determined
  - i) If yes, describe mechanical components and appurtenances:  
\_\_\_\_\_
  - ii) If mechanical components and appurtenances exist, was maintenance performed?  No  Yes (describe)  
\_\_\_\_\_
  - iii) If mechanical components and appurtenances exist, were repairs performed?  No  Yes (describe)  
\_\_\_\_\_
- F) Other alternative system components inspected, test conducted, or maintenance or repair performed?  No  Yes (describe)

**12 PUMPING AND SERVICING**

- A)  Each septic tank or other wastewater treatment container on the property was pumped or otherwise serviced to remove, to the maximum extent possible, solid, floating, and liquid waste accumulations.
- B)  Pumping or servicing was not performed for one of the following reasons (check one):
  - i)  A Discharge Authorization for the on-site wastewater treatment facility was issued and the facility was put into service within 12 months before the transfer of ownership inspection,
  - ii)  Pumping or servicing was not necessary at the time of the inspection based on the manufacturer's written operation and maintenance instructions
  - iii)  No accumulation of floating or settled waste was present in the septic tank or wastewater treatment container

**13 OTHER INFORMATION**

Is other information attached?  No  Yes: Total number of pages attached 2.

**14 INSPECTOR'S CERTIFICATION**

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this inspection report to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. This report does not imply nor guarantee any future performance of this facility in any way.

INSPECTOR SIGNATURE: *David Jensen*

DATE OF INSPECTION: 7/24/2023

## Report of Inspection

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This inspection states the current condition of the on-site wastewater treatment facility at the time of inspection, this inspection is not a warranty of the on-site wastewater treatment facility. At the time of inspection, this septic system meets the criteria set forth from Pima County for a functional septic system.

The system is taking water at time of inspection. This system is the northern septic on the main house on the property. Baffles are deteriorating but present and the tank is showing aggregate above the waterline.





33 N. STONE AVENUE, SUITE 700, TUCSON, ARIZONA 85701

[WWW.DEQ.PIMA.GOV](http://WWW.DEQ.PIMA.GOV)

**EXHIBIT F**

**WARRANTY DEED**

For valuable consideration, Rancho Seco, LLC, an Arizona limited liability company ("Grantor"), does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBITS "A" AND "B"** FOR LEGAL DESCRIPTIONS AND ATTACHED **EXHIBITS "A-1" AND "B-1"** FOR DEPICTIONS

SUBJECT TO all matters of record.

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

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

Rancho Seco, LLC, an Arizona limited liability company

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

(Printed Name)

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

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF PIMA            )

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

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

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

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way [ ] Parcel [x]
Agent: GA	File #: Acq-1173	Activity #:	P [x] De [ ] Do [ ] E [ ]