



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

Award Contract Grant

Requested Board Meeting Date: November 19, 2019

* = Mandatory, information must be provided

or Procurement Director Award

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

Laurence E. Harvey and Regina M. Harvey, husband and wife ("Harvey")

***Project Title/Description:**

Exchange Agreement, Acquisition No. ACQ-0751

***Purpose:**

The County will exchange 3.161 acres of vacant land located at W Diamond St and W Curtis St (the "County Property") for 3.203 acres of land owned by Harvey (the "Owner Property") located adjacent to Flowing Wells Regional Park (the "Park"). Prior to closing the transaction, Harvey will construct parking improvements on a portion of the Owner Property for the benefit of the Park. The County will retain a .251 acre sewer easement for existing sewer facilities, and a monitor well and access easement to manage existing monitor wells remaining on the County Property.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County will convey vacant land in exchange for land with parking improvements and for future park uses, as depicted on Exhibit I-2 to the Exchange Agreement.

***Public Benefit:**

Recreational and aesthetic benefit to the community and users of the Park and The Chuck Huckelberry Loop.

***Metrics Available to Measure Performance:**

Pima County to convey 3.161 acres of land appraised at \$360,000, in exchange for (i) 3.203 acres of land appraised at \$240,000, and (ii) \$139,000 of new parking improvements paid for by Harvey. The difference of \$19,000 (\$379,000 - \$360,000) will be paid by the County at closing, and County will pay up to \$4,500 in closing costs, for a total County maximum cost of \$23,500.

***Retroactive:**

No

Location Map attached

*To: COB - 11.4.19
Ver. 1
Pg 8 - 33
(1)*

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 20*0154

Effective Date: 11/19/2019 Termination Date: 11/18/2020 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 23,500.00 Revenue Amount: \$ _____

*Funding Source(s) required: PR-Flowing Wells Park

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. *HL*

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

*Funding Source(s) required: _____

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

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

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

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

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

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Jim Rossi

Department: Public Works / Real Property Telephone: 724-6318

Department Director Signature/Date: *[Signature]* 10/28/19

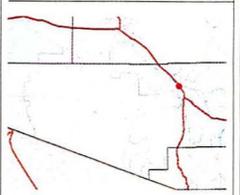
Deputy County Administrator Signature/Date: *[Signature]* 10/31/19

County Administrator Signature/Date: *[Signature]* 10/31/2019
(Required for Board Agenda/Addendum Items)

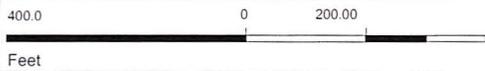
Proposed Disposition of County Property

Legend

Parcels



Notes:

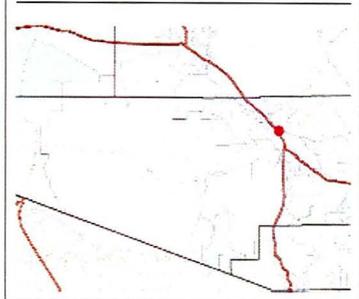
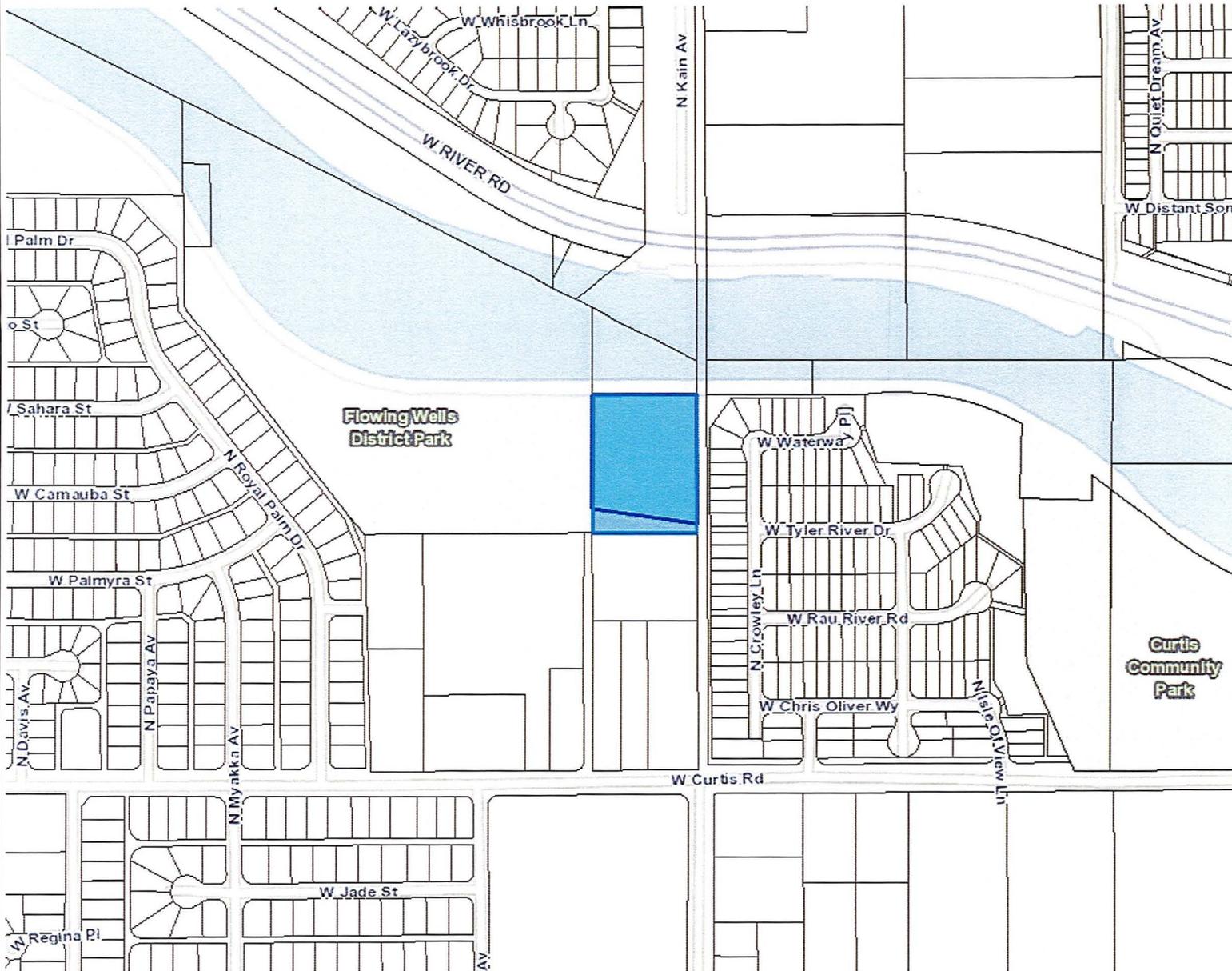


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

Location Map Harvey Property

Legend

□ Parcels



Notes:

920.8 0 460.41

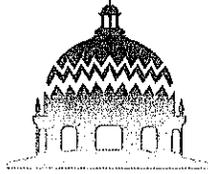
Feet



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

10/25/2019

CONTRACT
NO. <u>CT-PW-20-154</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.



PIMA COUNTY

REAL PROPERTY

EXCHANGE AGREEMENT

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

- 1.1. Owner: Laurence E. Harvey and Regina M. Harvey, husband and wife
- 1.2. County: Pima County, a political subdivision of the State of Arizona
- 1.3. County's Maximum Costs: the sum of (i) County's share of Closing Costs; (ii) County's share of Prorations; and the County Contribution, which combined shall not exceed Twenty-three Thousand Five Hundred Dollars (\$23,500.00)
- 1.4. Title Company: Stewart Title and Trust, Teresa Montoya as **Escrow Agent**
- 1.5. Effective Date: the date Owner and County have approved and accepted this Agreement by affixing their signatures. The date County executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.6. County Property: the property legally described on **Exhibit A** and depicted on **Exhibit A-1**
- 1.7. Owner Property: the property legally described on **Exhibit B** and depicted on **Exhibit B-1**
- 1.8. Park Improvements: the improvements listed and depicted in **Exhibits I-1 and I-2**, to be constructed for the cost stated in **Exhibit I-3**
- 1.9. Parking Area: the portion of Owner's Property where the Park Improvements will be constructed as set forth on **Exhibit I-2**

1.10. Owner's Address: Laurence E. Harvey and Regina M. Harvey, 5348 N. Highway Dr., Tucson, AZ 85705, Email: tucsondirtguy@aol.com

1.11. County Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: neil.konigsberg@pima.gov; and for notice purposes, copy: Kell Olson, Deputy County Attorney, Pima County Attorney's Office, Civil Division, 32 N Stone Ave, Suite 2100, Tucson, AZ 85701-1412.

2. **Parties; Effective Date.** This Agreement is between Owner and County, and will become effective on the Effective Date.

3. **Exchange of Properties; Consideration.**

3.1. County and Owner will exchange the County Property and the Owner Property pursuant to A.R.S. § 11-251(44) (the "**Exchange**"). The County shall publish notice thirty days before the Exchange, listing the ownership and description of the Owner Property and the County Property.

3.2. County and Owner agree that the value of the County Property exceeds the value of the Owner Property in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) (the "**Cash Boot**"), which is an obligation of the Owner in this Exchange.

3.3. Owner agrees to construct and install the Park Improvements pursuant to Section 5.1 of this Agreement.

3.4. Owner and County acknowledge that the estimated cost to construct and install the Park Improvements exceeds the Cash Boot.

3.5. County agrees to pay to Owner at Closing the difference between the cost of the Park Improvements and the Cash Boot up to a maximum amount of \$19,000.00 (the "**County Contribution**").

4. **Easements; Well Agreement.** In consideration of the Exchange and the other terms and conditions of this Agreement, Owner and County agree as follows:

4.1. Reserved Easement. County shall reserve at Closing within the Special Warranty Deed in the form attached hereto as **Exhibit C**, an easement for the purpose of access, operation, maintenance and closure of existing wells within the boundaries of the

County Property in accordance with Arizona Department of Environmental Quality and Arizona Department of Water Resources or any other local, State or Federal requirements relating to the existing well facilities.

4.2. Sewer Easement. Owner shall grant County a public Sewer easement in the form of **Exhibit E** ("**Sewer Easement**") in, over, under and across the property described and depicted in *Exhibits A* and *A-1* to **Exhibit E** ("**Sewer Easement Area**").

4.3. Well Agreement. The Owner Property shall be conveyed to the County free of any interest, obligations or liability associated with the well described in that certain Well Agreement recorded in the office of the Pima County Recorder, Pima County, Arizona, on February 27, 2018 in Seq. #20180580374. Owner shall retain all rights, obligations and liabilities associated with said well and Well Agreement.

5. **Contingencies to Closing.** The Closing is contingent upon the following:

5.1. Park Improvements. Prior to Closing, Owner will cause the Park Improvements to be constructed and installed in the Parking Area as provided in **Exhibits I-1** and **I-2**, in a manner reasonably acceptable to County. Owner will remove all business assets from the Parking Area, including rock, gravel, sand, soils and equipment, prior to the start of construction of the Park Improvements. County shall deliver its acceptance of the Park Improvements in writing to Escrow Agent prior to Closing. The acceptance of the Park Improvements will be signed by the Director of Pima County Natural Resources, Parks and Recreation ("**NRPR**") or his designee. Any change to the Park Improvements must be in writing and agreed to by Owner and County pursuant to Section 18 of this Agreement, except that any non-monetary changes may be approved for County by the Director of NRPR, or his designee.

5.2. Cleanup of Future Expansion Area: Prior to Closing, Owner will install a security fence on the northern and western boundary of the portion of Owner's Property not used for Park Improvements (the "**Future Expansion Area**") for the protection of Park patrons while Owner removes all business assets, including but not limited to rock, gravel, sand, soils and equipment, from the Future Expansion Area. Owner shall have ninety (90) days from Closing to complete the removal of said business assets and complete the application of hydro seed as outlined in Exhibit I-1.

5.3. Access to Owner's Retained Property. Owner agrees to install a fence, wall or barrier (the "**Fence**") on Owner's retained portion of parcel 101-14-313G described and

shown in **Exhibit H** (the "**Retained Property**") upon completion of the cleanup outlined in Section 5.2 above to prevent any uses occurring on the Retained Property from encroaching onto the Owner Property acquired by County. Owner represents and warrants that any access points/driveways to and from the Public Road improvements serving Flowing Wells District Park shall be subject to the conditions of the Covenant in the form attached hereto as **Exhibit H**.

6. **Inspection Rights.**

6.1. Construction Coordination. Owner shall coordinate all construction activities and inspections relating to the Park Improvements with: Thomas Burklow, Pima County Natural Resources, Parks and Recreation; telephone number: (o) 520-724-5262, (c) 520-399-5780; e-mail address: thomas.burklow@pima.gov

6.2. Due Diligence Access. Upon execution of this Agreement and until Closing, Owner hereby grants permission to County, County's representatives, and County's authorized agents to enter the Owner Property for due diligence, including land survey, biological and cultural survey, and environmental assessment, and to monitor construction of the Park Improvements. Upon execution of this Agreement until Closing, County hereby grants permission to Owner, Owner's representatives, and Owner's authorized agents to enter the County Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment.

6.3. Environmental Inspection. Each party shall permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party shall conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

7. **Escrow and Title.**

7.1. Proration and Closing Costs. Owner shall pay all taxes on the Owner Property to the date of Closing. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, and delivery fees, shall be paid 50% by the County and 50% by Owner. Each party shall be responsible for costs associated with any releases required to transfer title to its property free and clear and any costs associated with the issuance of title insurance for the property it is acquiring.

7.2. Escrow and Title Agent. This Agreement shall be used as escrow instructions in connection with the escrow established with Escrow Agent under this Agreement (the "**Escrow**"). Escrow Agent shall make reasonably suitable arrangements with County, upon County's request, to have County execute all of the documents to be executed by County as provided in this Agreement at the office of Escrow Agent that is located the closest to the office of County.

7.3. Title Commitment.

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

7.3.2. *Permitted Exceptions*

7.3.2.1. The Closing shall be contingent upon Owner being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit F** hereto (the "*Permitted Exceptions to County Property*"), and the title policy shall be in the amount of \$360,000.00.

7.3.2.2. The Closing shall be contingent upon County being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit G** hereto (the "*Permitted Exceptions to Owner Property*") and the title policy shall be in the amount of \$240,000.00.

7.3.2.3. Each conveyance of the County Property and the Owner Property shall be by Special Warranty Deed subject to (a) the liens of real estate taxes, water, rent and sewer charges that are not yet due and payable; (b) all matters of record including the applicable Permitted Exceptions which were accepted by the Grantee; and (c) all matters a survey or inspection of the property would reveal.

7.3.3. *Amended Commitment.* In the event Title Company should issue an Amended Commitment for Title Insurance to one of the parties which discloses an

Exception(s) not previously disclosed, that party shall have 15 days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify the other party and the Escrow Agent in writing of its disapproval of any new Exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, the party receiving the Disapproval Notice shall have 10 days from receipt of the Disapproval Notice in which to notify the disapproving party in writing whether it intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If the party receiving the Disapproval Notice fails to notify the disapproving party of its intent with respect to the disapproved items within that time or if it elects not to cure all disapproved items, the disapproving party may terminate this Agreement and the Escrow shall be canceled. If the Amended Commitment is issued less than 15 days prior to the date of the Closing, then the date of the Closing shall be deemed to be extended until the end of the Disapproval Period and the Notice Period, if applicable; provided however, that Closing must occur as provided in section 10.1.

8. **Security Interest.** Prior to Closing, each party shall obtain from any lienholders releases of (i) all nonconsensual liens, including but not limited to tax liens, mechanics liens, and judgment liens, and (ii) all consensual liens, including but not limited to mortgages, deeds of trusts, and contracts for sale, as required for the fee transfer of the County Property and Owner Property, free and clear of all liens and encumbrances.

9. **Closing Documents.** At Closing, the following documents will be executed:

9.1. County shall execute and deliver to Escrow Agent a Special Warranty Deed conveying title to the County Property to Owner as provided in form attached hereto as **Exhibit C**.

9.2. Owner shall execute and deliver to Escrow Agent a Special Warranty Deed to the Owner Property in form attached hereto as **Exhibit D**.

9.3. Owner shall deliver the executed Easement to County in form attached hereto as **Exhibit E**.

9.4. Owner shall execute the Covenant in the form of **Exhibit H**.

10. **Closing.**

10.1. Closing Date. The Closing (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 County or Owner 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 the Effective Date.

10.2. Possession. Possession of the County Property will be delivered to Owner, and possession of the Owner Property will be delivered to County, at Closing.

11. **Representations.**

11.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

11.2. Subject only to the representations of the parties in this Section 11, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

11.3. The parties acknowledge that other than the improvements outlined in Section 5 above and some remaining fencing on the Owner property, the Owner Property and the County Property are vacant land and that no personal property is being transferred. County shall retain ownership of and responsibility for the well improvements and the sewer improvements within the County Property as detailed in Sections 4.1 & 4.2; and Exhibits C & E herein. Owner shall retain ownership of and responsibilities associated with the well and Well Agreement detailed in Section 4.3 herein.

12. **Leases.**

12.1. Owner represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

12.2. County represents that there is a Ground Lease affecting a portion of the County Property dated May 12, 2015 between County and Mountain View Tours, Inc., an Arizona corporation at a current rental rate of \$1,605.82 per month. Owner acknowledges receipt of a copy of said Ground Lease and agrees to take title subject to the Lease. County represents that there are no other oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

13. **Broker's Commission.** The parties acknowledge that no broker or finder has been used for this transaction. Each party shall indemnify and hold harmless the other against fees, costs, and expenses of defending against such claims made by any one claiming to have been employed for this transaction.

14. **No Sale.** Neither party shall sell or encumber its property before closing.

15. **Notices.**

15.1. Writing. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, e-mail to the e-mail addresses indicated below).

15.2. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of

America that any party from time to time may specify by written notice to the other parties at least 15 days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other parties.

15.3. Rejection. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be deemed to be receipt of any such notice.

15.4. Notice to Entity. Any notice to an entity shall be deemed to be given on the date specified in this section without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

15.5. Address. County and Owner agree that any notice sent to the address set forth in Sections 1.10 and 1.11 herein shall serve as notice by County or Owner, as the case may be, to the other.

16. **Conflict of Interest**. This Agreement is subject to cancellation within three 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 County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

17. **Survival of Representation and Warranties**. All representations and warranties contained herein survive the closing for ten years.

18. **Entire Agreement**. This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

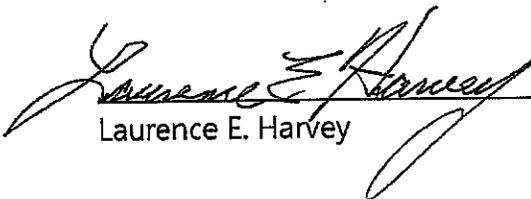
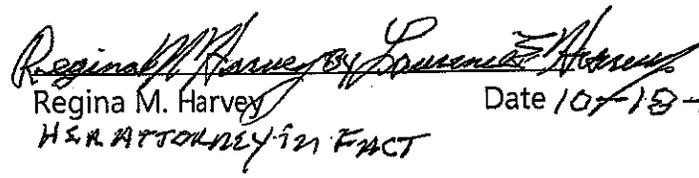
19. **Remedies**. If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

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

<u>Exhibit A</u>	Legal Description of County Property
<u>Exhibit A-1</u>	Depiction of County Property
<u>Exhibit B</u>	Legal Description of Owner Property
<u>Exhibit B-1</u>	Depiction of Owner Property
<u>Exhibit C</u>	Form of Special Warranty Deed (County Property)
<u>Exhibit D</u>	Form of Special Warranty Deed (Owner Property)
<u>Exhibit E</u>	Form of Sewer Easement
<u>Exhibit F</u>	Permitted Exceptions to County Property
<u>Exhibit G</u>	Permitted Exceptions to Owner Property
<u>Exhibit H</u>	Covenant for Installation of Driveway Improvements
<u>Exhibit I-1</u>	Park Improvements
<u>Exhibit I-2</u>	Depiction of Park Improvements
<u>Exhibit I-3</u>	Initial Estimate of Park Improvements

Each Party is signing this agreement on the date stated opposite that Party's signature.

Owner:

	<u>10-18-19</u>		<u>10-18-19</u>
Laurence E. Harvey	Date	Regina M. Harvey HER ATTORNEY IN FACT	Date

Remainder of Page Intentionally Left Blank
County Signatures Follow

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

Chairman, Board of Supervisors

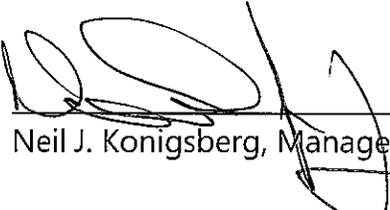
Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:

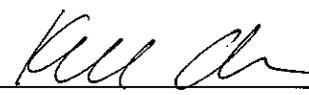


Neil J. Konigsberg, Manager, Real Property Services

 10/31/19

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of that parcel as described in Docket 9898 at Page 750, and that parcel as described in Docket 12050 at Page 7145, recorded in the office of the County Recorder, Pima County, Arizona, being located in the Southeast Quarter of Section 17, Township 13 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the center corner of said Section 17, shown as point number 75 in Book 68, Records of Survey, Page 69 and monumented by an aluminum cap set in concrete, marked "PE 1260, C+17," from which the south quarter corner of said section, shown as point number 119 per said Record of Survey, monumented by a brass disk stem, bears South $00^{\circ}14'52''$ West, a distance of 2640.62 feet (basis of bearing for this legal description);

THENCE along the west line of said southeast one quarter South $00^{\circ}14'52''$ West a distance of 1,049.84 feet to the southwest corner of said parcel described in Docket 9898 at Page 750;

THENCE along the south line of said parcel, North $89^{\circ}24'21''$ East a distance of 50.00 feet to the **POINT OF BEGINNING**, being a point on a line 50.00 feet east of and parallel with said west line of the southeast one quarter;

THENCE along said parallel line North $00^{\circ}14'52''$ East a distance of 273.74 feet to a point on a line 115.00 feet south of and parallel with the north line that parcel described in Docket 12050 at Page 7145;

THENCE along said parallel line, North $89^{\circ}30'38''$ East a distance of 159.63 feet to a point on the west line of that parcel described in Docket 9898 at Page 750;

THENCE continuing along said parallel line North $89^{\circ}21'12''$ East a distance of 217.38 feet;

THENCE North $53^{\circ}32'11''$ East a distance of 196.51 feet to a point on the west right of way line of Interstate 10 as defined in Docket 11666 at Page 8680;

THENCE along said west right of way line South $40^{\circ}27'35''$ East a distance of 141.87 feet;

THENCE continuing along said west right of way line South $35^{\circ}26'19''$ East a distance of 53.00 feet to the northeasterly corner of that parcel described in Sequence No. 20151340130;

THENCE along the northwesterly line of said parcel South 54°09'50" West a distance of 261.04 feet to the northwesterly corner of said parcel;

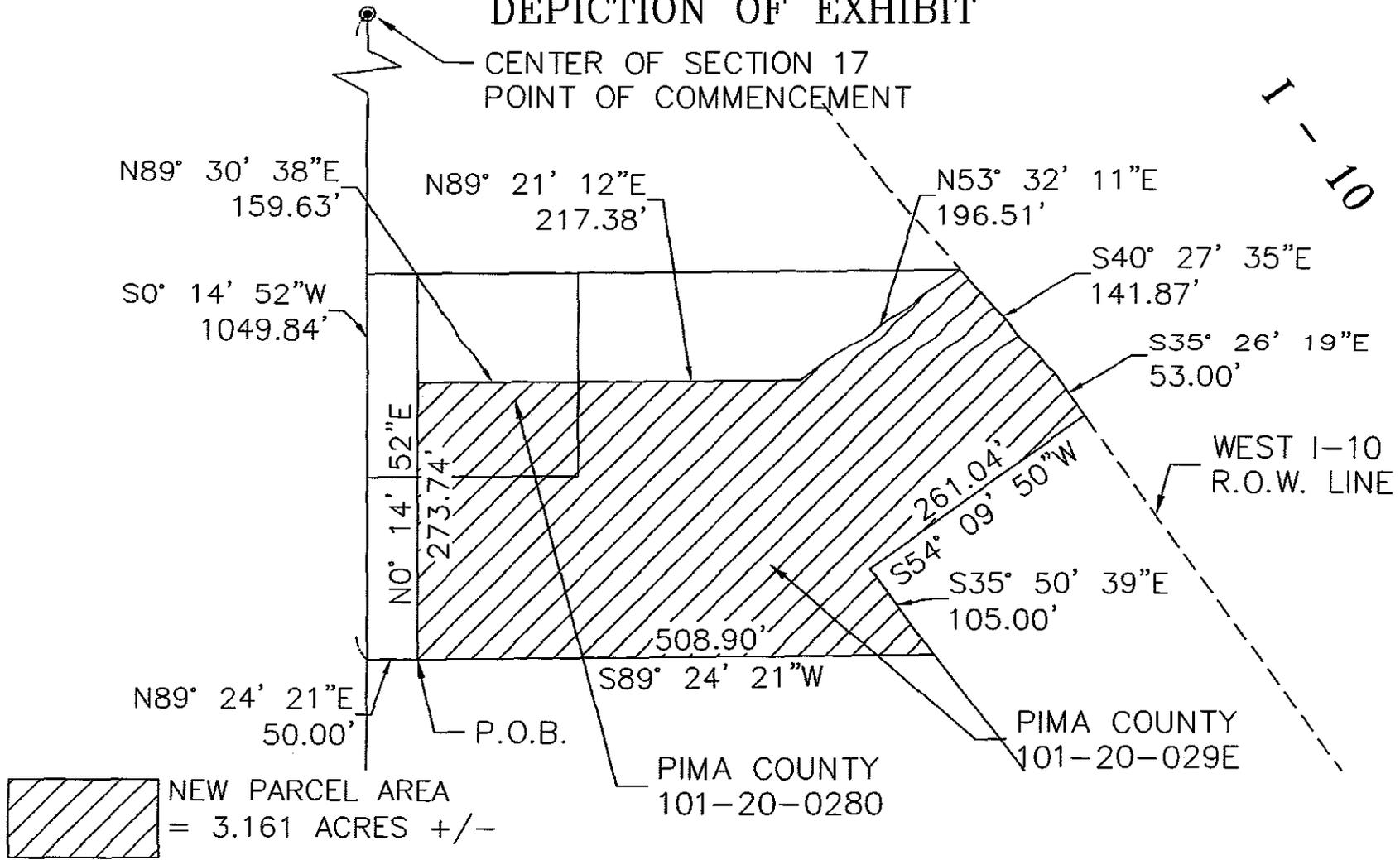
THENCE along the westerly line of said parcel South 35°50'39" East a distance of 105.00 feet to the south line of said parcel described in Docket 9898 at Page 750;

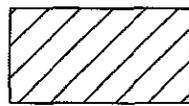
THENCE along said south line South 89°24'21" West a distance of 508.90 feet to the **POINT OF BEGINNING**.

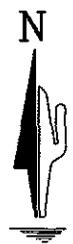


EXHIBIT A-1

DEPICTION OF EXHIBIT



 NEW PARCEL AREA
= 3.161 ACRES +/-



PIMA COUNTY SURVEY

A PORTION OF PARCELS DESCRIBED IN
DKT 9898, PG 750 & DKT 12050, PG 7145
LOCATED IN SECTIONS 17, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT "B"
LEGAL DESCRIPTION

All that portion of the Southeast Quarter of the Northwest Quarter of Section 16, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the southeast corner of the Northwest Quarter of said Section 16;

THENCE along the East line of the Northwest quarter of said Section 16, North 00°22'45" East a distance of 775.00 feet to the **POINT OF BEGINNING**;

THENCE continuing along the East line of the Northwest quarter of said Section 16, North 00°22'45" East a distance of 426.98 feet to the Southeast corner of the parcel described in Docket 9859 at page 148 recorded in the office of the Pima County Recorder, Pima County, Arizona;

THENCE along the South line of said parcel described in Docket 9859 at page 148, South 89°50'37" West, a distance of 326.01 feet to the East line of the parcel described in Docket 7814 at page 1770 recorded in the office of the Pima County Recorder, Pima County, Arizona, said line being 326.00 feet West of and parallel with the East line of said Northwest quarter;

THENCE along said parallel line and East line South 00°22'45" West a distance of 426.98 feet to the Southeast corner of said parcel described in said Deed recorded in Docket 7814 at page 1770 and on a line that is 775.00 feet North of and parallel with the South line of said Northwest quarter;

THENCE along said parallel line South 89°47'00" East a distance of 326.00 feet to the **POINT OF BEGINNING**;



EXHIBIT "B-1"

DEPICTION OF EXHIBIT

PIMA COUNTY
101-14-311A
DKT 7814 PG 1770

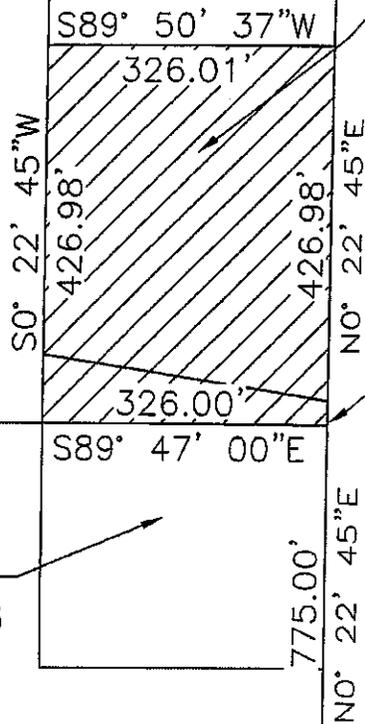
PIMA COUNTY
101-14-313J
DKT 9859 PG 148

101-14-313H
DKT 9249 PG 246
PARCEL 2

101-14-313G
DKT 9249 PG 246
PARCEL 1



AREA =
3.203 ACS ±



POB

SE COR
NW 1/4

CURTIS

ROAD

N



PIMA COUNTY SURVEY

A PORTION OF PARCELS 1 AND 2 DOCKET 9249 PAGE 246
LOCATED IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 200'

Date: 20 May 2019

Drawn By: DRT

Sheet 1 of X

EXHIBIT "C"

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

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to Laurence E. Harvey and Regina M. Harvey, husband and wife, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** and depicted in **Exhibit A-1** attached hereto.

Except reserving unto Grantor, for the benefit of Grantor, the following:

Well ingress and egress, operation, testing, maintenance, closure and removal. Grantor reserves a blanket, non-exclusive easement for ingress and egress across the entire Property to access, operate, test, maintain, close and remove existing wells within the Property.

Termination of Easement. This easement shall terminate automatically upon Grantor's having completed removal of all of the existing well facilities within the Property.

Subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

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

Page 1 of 4

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: BB	File #: Acq-0751	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

Protection of Cultural Resources.

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: BB	File #: Acq-0751	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Pima County, a political subdivision of the State of Arizona

By: Neil J Konigsberg
Manager, Pima County Real Property Services

Date

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

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

Notary Public

My Commission Expires: _____

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Grantee's Acceptance Follows

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: BB	File #: Acq-0751	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Accepted and Approved by Grantee this _____ day of _____, 2019:

Laurence E. Harvey

Regina M. Harvey

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 20__ by Laurence E. Harvey and Regina M. Harvey, husband and wife.

Notary Public

My Commission Expires: _____

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: BB	File #: Acq-0751	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT "D"

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Laurence E. Harvey and Regina M. Harvey, husband and wife, the "Grantor" herein, does hereby convey to Pima County, a political subdivision of the State of Arizona, the "Grantee" herein, the real property situated in Pima County, Arizona, described in **Exhibit A** and depicted in **Exhibit A-1** attached hereto; together with all right title and interest of the Grantor in and to that certain Ingress/Egress Easement recorded in the Office of the Pima County Recorder, Pima County, Arizona, on August 18, 1994 in Docket 9859 at Page 152, including any rights, title and interest in said Easement that could benefit the Grantor's remaining property.

Subject to all matters of record.

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

Laurence E. Harvey

Regina M. Harvey

STATE OF ARIZONA

COUNTY OF PIMA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Laurence E. Harvey and Regina M. Harvey, husband and wife.

Notary Public

My Commission Expires: _____

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: jr	File #: Acq-0751	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT "E"

PUBLIC SEWER EASEMENT

For valuable consideration, Laurence E. Harvey and Regina M. Harvey, husband and wife, "Grantor", does hereby grant to Pima County, a political subdivision of the State of Arizona, "County", a permanent easement (the "Easement") for the construction, installation, maintenance, repair, operation, replacement and removal of sewer lines, manholes and appurtenances (collectively, "Facilities") in, over, under and across the real property described on the attached Exhibit "A" and depicted on Exhibit "A-1" (the "Property").

Grantor may use the Property for any purpose consistent with the exercise of the Easement by County. Grantor agrees to maintain the Easement free of any obstruction or encroachments at all times, that would block or impede County from driving large sewer maintenance vehicles along this Easement to the County Facilities or from constructing, installing, maintaining, repairing, operating or removing the Facilities. Such obstructions or encroachments include, but are not limited to: fences, walls, boulders, stone rip-rap, paving, curbs, trees, large shrubs or cacti, special or elaborate plantings, storage sheds, swimming pools, parked vehicles, etc.

County may, without notice and without prior institution of any suit or proceeding at law, remove any obstruction or encroachment from the Property that blocks or impedes County's vehicular access to its Facilities or limits County's ability to construct, maintain, repair, service, replace and remove County's Facilities. Should the removal of obstructions or encroachments from the Property be necessary to obtain adequate vehicular access or to construct, maintain, repair, service, replace and remove County's Facilities, Grantor shall reimburse County for all associated removal activities.

County may, without notice and without prior institution of any suit or proceeding at law, enter on the Property at any time for the purpose of construction, maintenance, repair, service, replacement and removal of any County Facilities. Following any use of the Property for the above purposes, County will reasonably restore the Property to its general condition existing prior to County's use provided, however, County will not replace, repair, or restore obstructions or encroachments nor shall County reimburse Grantor for losses associated with damage or removal of the obstructions or encroachments.

Agent: JAR	ACQ-0751	S 17/T 13S/R 13E	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>
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This Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Property and shall be binding upon County and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Property and warrants the County title to and quiet enjoyment of the Easement. Upon execution, the Easement shall be recorded with the Pima County, Arizona, Recorder's Office. The grants, covenants and provisions herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

The landscaping within all public sewer easements shall be in accordance with the current guidelines of Pima County Regional Wastewater Reclamation Department Engineering Design Standards.

THIS EASEMENT granted this ____ day of _____, 2019.

Grantor(s):

Laurence E. Harvey

Regina M. Harvey

STATE OF ARIZONA)

COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____, 2019, by Laurence E. Harvey and Regina M. Harvey, husband and wife.

Notary Public

Agent: JAR	ACQ-0751	S 17/T 13S/R 13E	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>
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EXHIBIT "A" to EXHIBIT "E"
LEGAL DESCRIPTION

A portion of that parcel as described in Docket 9898 at Page 750, and that parcel as described in Docket 12050 at Page 7145, recorded in the office of the County Recorder, Pima County, Arizona, being located in the Southeast Quarter of Section 17, Township 13 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the center corner of said Section 17, shown as point number 75 in Book 68, Records of Survey, Page 69 an aluminum cap set in concrete, marked "PE 1260, C+17," from which the south quarter corner of said section, shown as point number 119 per said Record of Survey a brass disk stem, bears South 00°14'52" West, a distance of 2640.62 feet;

THENCE along the west line of said southeast one quarter South 00°14'52" West a distance of 1,049.84 feet to the southwest corner of said parcel described in Docket 9898 at Page 750;

THENCE along the south line of said parcel, North 89°24'21" East a distance of 50.00 feet to the **POINT OF BEGINNING**, being a point on a line 50.00 feet east of and parallel with said west line of the southeast one quarter;

THENCE along said parallel line North 00°14'52" East a distance of 273.74 feet to a point on a line 115.00 feet south of and parallel with the north line that parcel described in Docket 12050 at Page 7145;

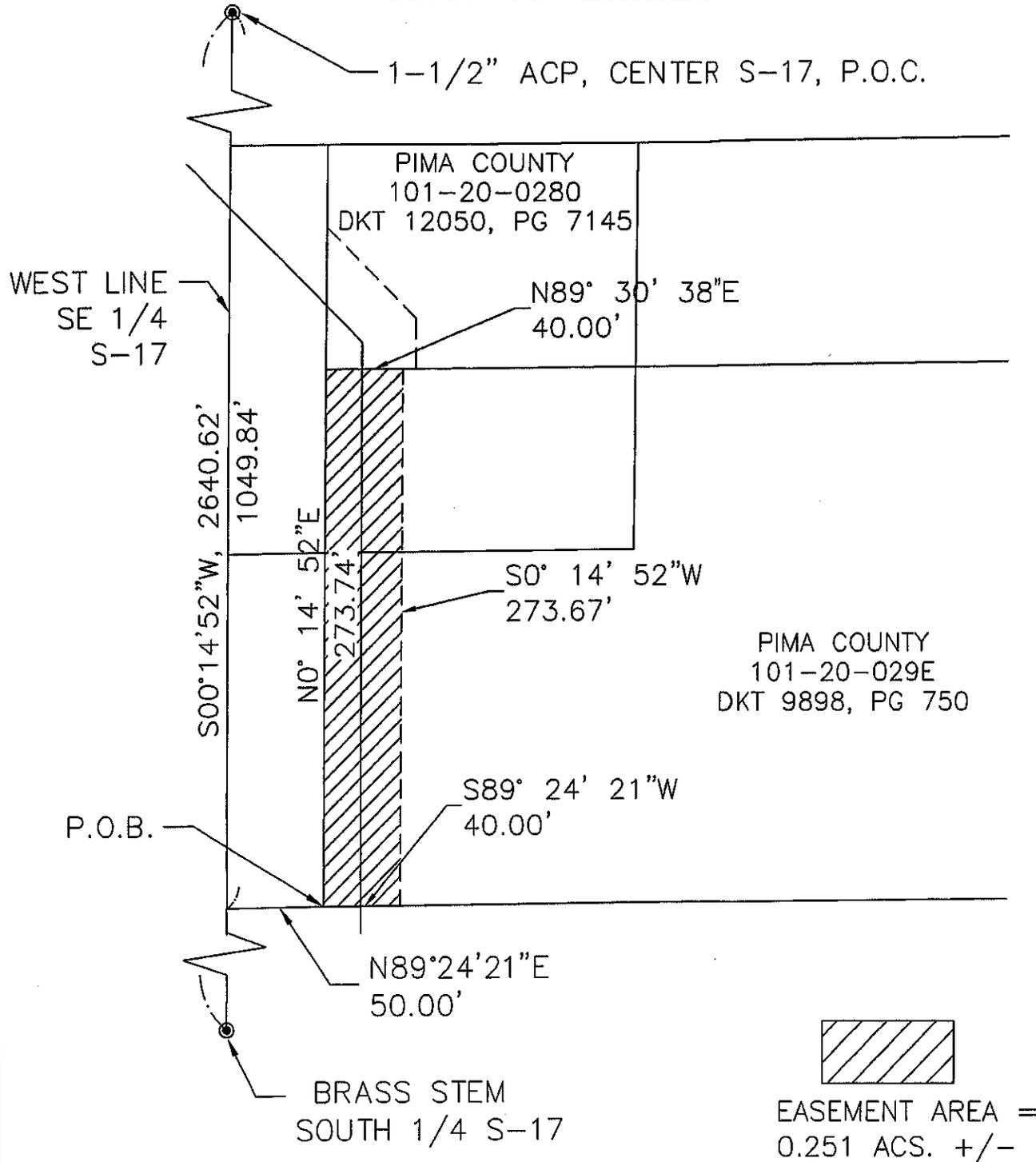
THENCE along said parallel line, North 89°30'38" East a distance of 40.00 feet to a point on a line 90.00 feet east of and parallel with said west line of the southeast one quarter;

THENCE along said parallel line South 00°14'52" West a distance of 273.67 feet to a point on the south line of said parcel described in Docket 9898 at Page 750;

THENCE along said south line South 89°24'21" West a distance of 40.00 feet to the **POINT OF BEGINNING**.



DEPICTION OF EXHIBIT "A"



N



PIMA COUNTY SURVEY

A PORTION OF THAT PARCEL PER DOCKET 12050, PAGE 7145
LOCATED IN SECTION 17, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Exhibit "F"

Exceptions

File No.: 543815

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. A perpetual easement to Tucson Irrigation Company for water pipes, conduits, canals or ditches, poles for electric wires and telephone; AND a perpetual easement to Tucson Farms Company for water pipes, gas pipes, poles for electric wires and telephone; AND easement to Tucson Gas Electric Light & Power Company for maintenance of power lines and appurtenances thereof; as set forth in instrument recorded in Book 79 of Deeds at page 290.
3. The right to limit, restrict or control access to Interstate I-10 recorded in Docket 5871 at page 320.
4. Provisions within Resolution No. 1989-59 to condemn for water well sites recorded in Docket 8514 at page 1253.
5. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 9898 at page 750.
6. Terms and conditions of Sewer Easement recorded in Docket 10845 at page 2559 and by matters shown on survey recorded in Book 68 of Maps, page 69..
7. Easement for [electric transmission lines or systems] and rights incident thereto, as set forth in instrument recorded in Docket 13591, page 705.
8. Terms and conditions contained in Resolution of Establishment recorded 02/26/2018 in Sequence No. 2018-0570661.
9. Terms and conditions of Sewer Easement recorded in Sequence No.
10. Reservation of a blanket Easement for ingress and egress, operation, testing, maintenance, closure and removal of wells recorded in Sequence No.

EXHIBIT "G"

Exceptions

File No.: 221998

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof, recorded in Book 278 of Deeds at page 466.
2. Easement for electrical transmission facilities and appurtenances, and rights incident thereto, as set forth in instrument recorded in Docket 644 at page 77.
3. Easement for electrical transmission facilities and appurtenances, and rights incident thereto, as set forth in instrument recorded in Docket 1393 at page 378.
4. Easement for sewer facilities and appurtenances, and rights incident thereto, as set forth in instrument recorded in Docket 1864 at page 283.
5. Declaration of Restrictions and Covenants Running with the Land, and rights and obligations incident thereto, as set forth in instrument recorded in Docket 6004 at page 762.
6. Resolution No. 1992 – FC15 by the Pima County Flood Control District, and rights and obligations incident thereto, as set forth in instrument recorded in Docket 9664 at page 500.

EXHIBIT "H"

COVENANT FOR INSTALLATION OF DRIVEWAY IMPROVEMENTS

THIS Covenant for Installation of Driveway Improvements ("**Covenant**") is made this ____ day of _____ 2019 ("**Effective Date**"), by Laurence E. Harvey and Regina M. Harvey, husband and wife, ("**Grantor**") in favor of Pima County ("**County**"), a political subdivision of the state of Arizona.

RECITALS

A. Grantor owns in fee simple the real property generally described as the North 308.00 feet of the South 775.00 feet of the East 326.00 of the Northwest Quarter of Section 16, Township 13 South, Range 13 East Gila & Salt River Meridian, Pima County, Arizona, depicted on Schedule 1 (the "**Property**");

B. Public right of way abutting the Property was dedicated to Pima County by Deed recorded in the office of the Pima County Recorder, Pima County, Arizona, in Docket 9859, Page 152 (the "**Right of Way**");

C. The Property is unimproved and unpaved;

D. The Right of way is paved and improved, providing primary access to Flowing Wells District Park;

E. Access to the Property from the Right of Way is currently limited to a single unimproved access point;

F. County and Grantor desire to outline conditions for improved access to the Property;

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby agrees and covenants to improve and maintain any access to and from the Right of Way as follows:

1. Grantor shall improve and maintain a concrete or asphalt driveway apron measured back 30 feet from the east line of the Right of Way and of adequate width and radius to reduce dust and protect the edges of the public road improvements from damage caused from vehicles accessing the Property.
2. If vehicles entering and exiting the Property deposit excess amounts of rock, sand or soil within the improved Right of Way, Grantor shall, within 5 days, maintain and sweep the Right of Way and apron to remove said deposits and reduce undue wear on the public improvements.

IN WITNESS WHEREOF, the parties have executed this Restrictive Covenant as of the date set forth below.

Dated the ___ day of _____, 20__

GRANTOR(S)

Laurence E. Harvey

Regina M. Harvey

State of Arizona)

)§

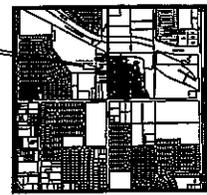
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Laurence E. Harvey and Regina M. Harvey, husband and wife.

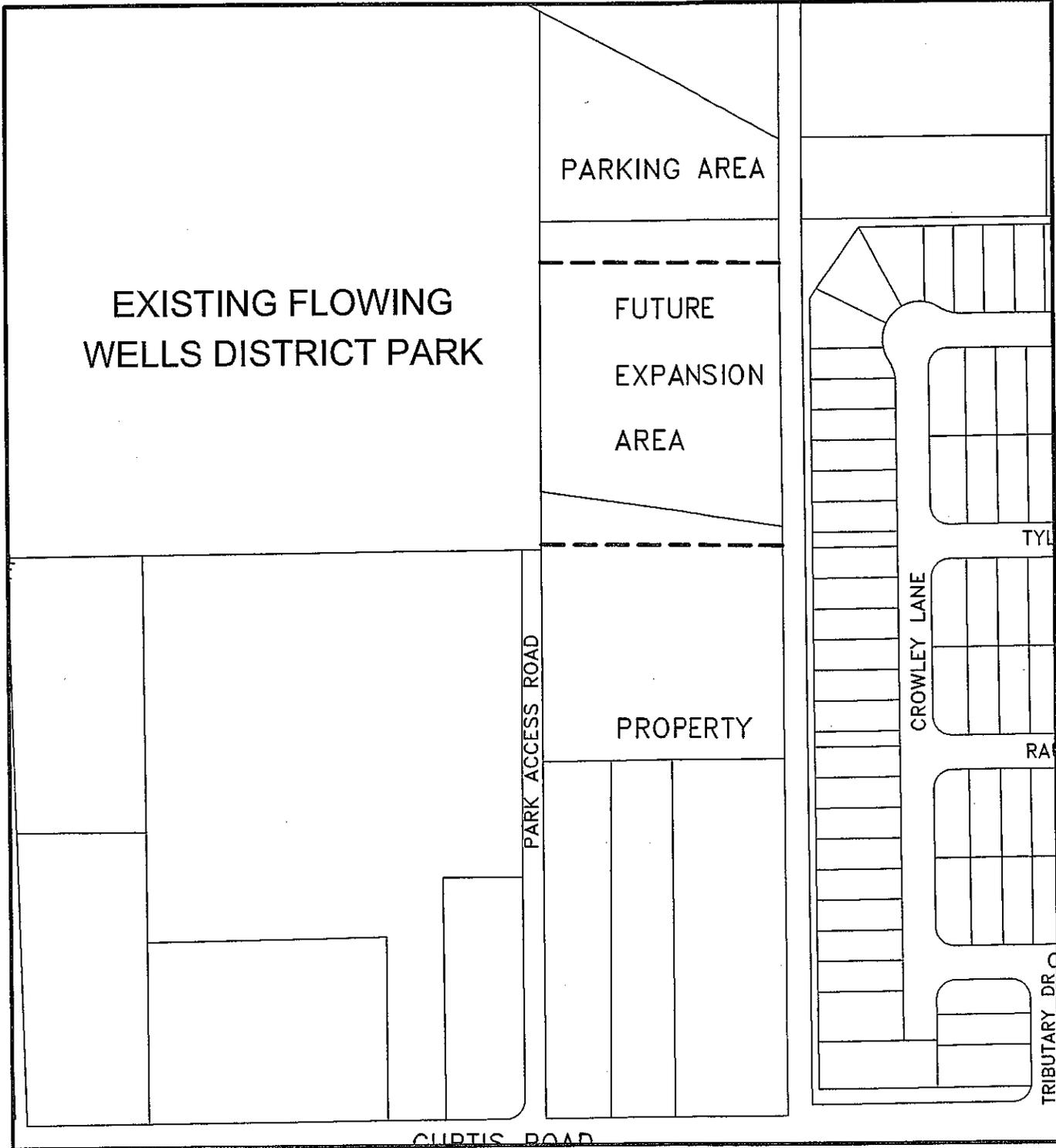
SECTION 16
TOWNSHIP 13 SOUTH
RANGE 13 EAST

SCHEDULE 1 TO COVENANT

SUBJECT AREA



SECTION 16
G&SRM
PIMA COUNTY, ARIZONA



19035

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: OCT 2019

EXHIBIT I-1

This Exhibit describes the Park Improvements depicted by the attached Exhibit I-2 to be completed by Owner:

Items 1-2 are conditions of sale that are not compensable.

1. Remove all Owner's stockpiled material and equipment from Owner Property and maintain a security fence, all as detailed in Section 6.1 of this Agreement
2. Grade the Owner Property generally to drain to the north-northeast with a small swale along the south side of the new parking improvements to prevent storm water from the roughly 200'x300' future park area from entering the new improved parking areas.

Items 3-10 are conditions of sale that are compensable and shall be credited to the Owner in accordance with Section 5 of this Agreement.

3. Hydro seed the roughly 200'x300' future park area.
4. Demolish and remove two sections of the existing concrete curb to accommodate the two new driveways. Retain the remaining curb as the face of the sidewalk described in paragraph #8 below.
5. Remove approximately 140 feet of chain link fence/gate that runs north/south and approximately 325 feet of chain link fence that runs east/west.
6. Grade the new parking area to drain south parking rows to a center island swale and the north parking rows to the row of trees due north along the Loop, keeping the existing trees to the north viable.
7. Improve the new parking areas with 2.5 inches of finished (non rap) asphalt over AB, with a Maricopa Edge graded flush. The asphalt areas are estimated to cover approximately 32,000 square feet.
8. Construct a 5 foot wide ADA compliant concrete sidewalk with a maximum 2% cross slope running along the east side and north side of the existing driveway behind the existing curb. The sidewalk shall be improved from the north side of the new south drive, continuing north and west to the existing sidewalk within the existing Park Property.
9. Place approximately 33 cubic yards of rock mulch within the center island swale.
10. Stripe parking spaces with standard 4 inch pavement markings and place parking stops at edge of pavement at the front of each of 22 spaces x 4 rows or 88 total parking spaces.



\\rc\dgis\proj\chm\em\p\piken



Pima County Regional Flood Control District
 201 N. Stone Ave - 9th Floor
 Tucson, Arizona 85701-1797
 (520) 724-4600, FAX: (520) 724-4621
<http://www.rfcd.pima.gov>

EXHIBIT I-2



1 inch = 200 feet

Date: 8/12/2019

The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. The Pima County Regional Flood Control District makes no claims regarding the accuracy of the information depicted herein.

This product is subject to the GIS Division Disclaimer and Use Restrictions.

EXHIBIT I-3

AGE Contracting
 3190 N Silver Hills Dr
 Lic# A-1-111084

September 12, 2019

To: Pima County

Re: Flowing Wells District Park Improvements

PROPOSAL:

Mobilization Fee	1	\$2,500.00	
Sub Total			<u>\$2,500.00</u>
Grading (The South Area 200x300); Scarify and Hydro Seed (60,000 sf)	1	\$5,750.00	
Sub Total			<u>\$5,750.00</u>
Grade North End and pave Parking Lot			
Demo Existing Curb	1	\$850.00	
Demo and Remove existing chain link fence	1	\$850.00	
Subgrade existing grade	1	\$6,500.00	
Grade Swayle	175	\$2,000.00	
Rip Rap Swayle	875	\$5,625.00	
6" Vertical Returns	80	\$1,460.00	
Access Ramp	3	\$6,100.00	
4" side walk	300 sq	\$2,000.00	
Sub Total			<u>\$25,385.00</u>
Paving			
2.5 A/C with Maricopa Edge and ABC	88 PS	\$89,800.00	
Stripping	1	\$600.00	
Wheel Stops	88	\$4,400.00	
Sub Total			<u>\$94,800.00</u>
Final Clean Up			<u>\$2,000.00</u>
Grand Total		<u>\$130,435.00 plus tax of \$8,218.00</u>	<u>\$138,653.00</u>

Excludes: permits, bonding, compaction test, Engineering, inspections, Over-Excavating, Staking, NPPO, Boulders or Boulder Placement, re-install of any chain-link fence between the two parcels Drainage issue or water run off control, storm drain issues, storm water run-off, additional water run-off or and all items not specifically mentioned on this bid/quote.