



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

Award  Contract  Grant

Requested Board Meeting Date: December 17, 2019

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

Susan M. Przewlocki, also known as Susan Przewlocki, a widow

**\*Project Title/Description:**

Agreement to Donate Real Property, File No. Acq-0754

**\*Purpose:**

Pima County Regional Flood Control District (the "District") will acquire, by donation, tax parcels 205-29-0170, 0180, 0190, 0200 & 003A, consisting of 23.23 acres. The properties are located near Horsehead Road and Wentworth Road in T13S/R16E/S16, G&SRM, Pima County, Arizona.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

The District will acquire floodprone land.

**\*Public Benefit:**

Floodprone land will be removed from future development.

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

The District will acquire 23.23 acres of fee property, that has an estimated value of \$550,000, for a not to exceed amount of \$13,000.00, which includes payment of property taxes due and closing costs.

**\*Retroactive:**

No

Location Map Attached

To: CoB. 12-4-19  
ver. -1  
Pgs - 21  
(1)

Revised 9/2019

Page 1 of 2

Procure Dept 12/04/19 AM1084

### Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 20\*0175

Effective Date: 12/17/2019 Termination Date: 6/16/2020 Prior Contract Number (Synergen/CMS):

**Expense Amount:** \$\* 13,000.00  Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Flood Control 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.: \_\_\_\_\_

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: Dana Hausman

Department: Public Works - Real Property Services

Telephone: 724-6713

Department Director Signature/Date: 

12/3/2019

Deputy County Administrator Signature/Date:

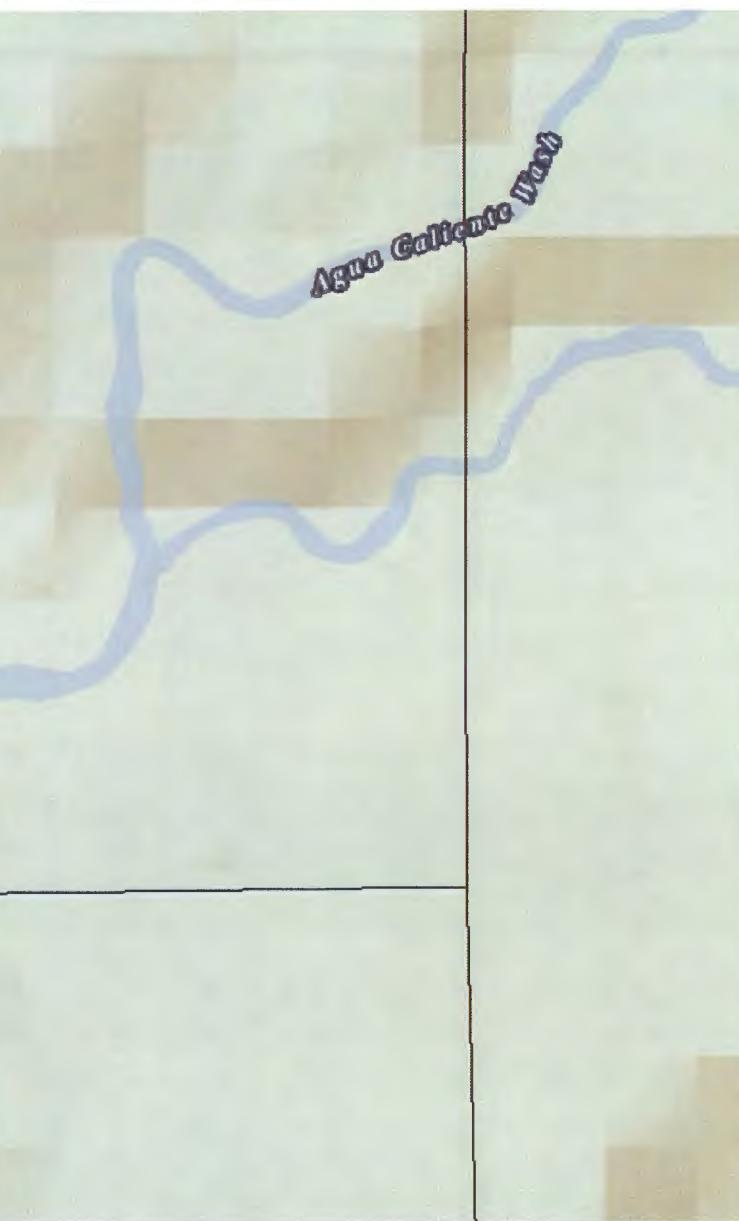
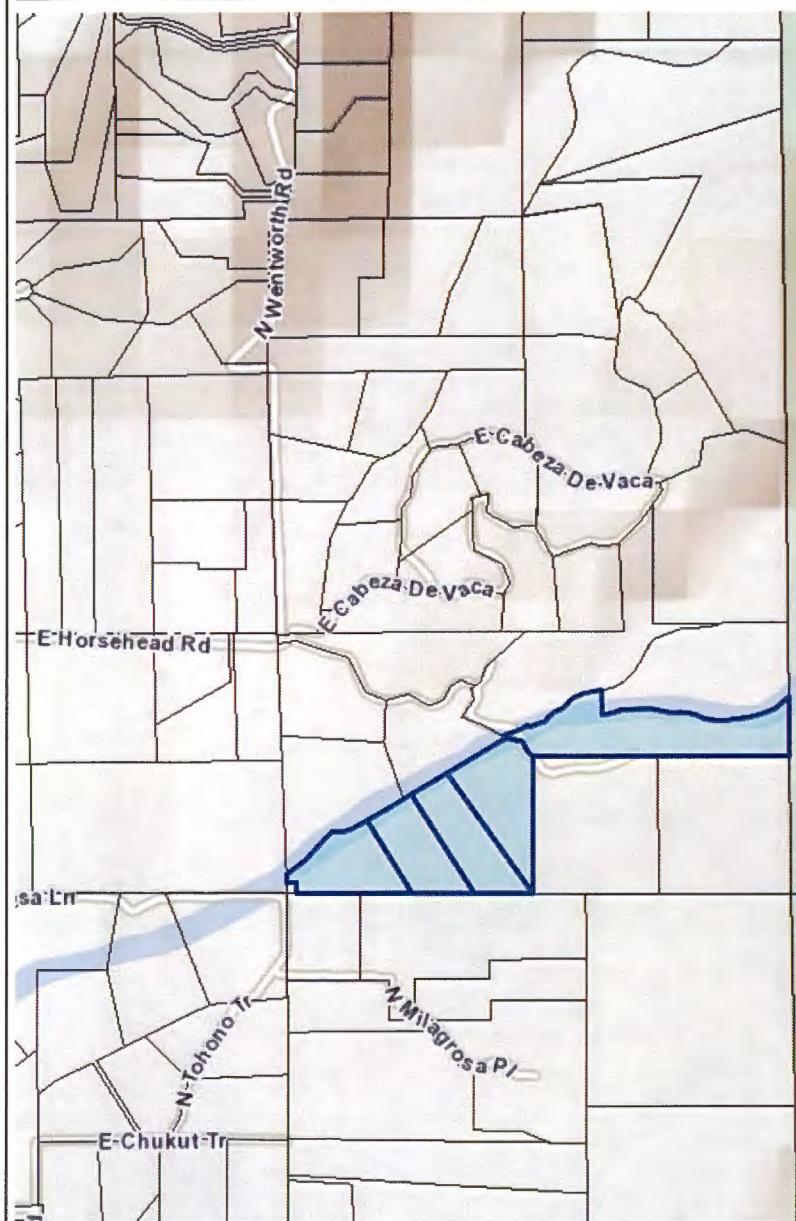
12/3/19

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

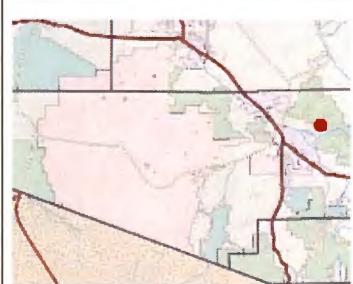


## Przewlocki Donation Map



### Legend

Parcels



### Notes:

1,940.2 0 970.12  
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.

12/3/2019



CONTRACT
NO. <u>CT-PW-20-175</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

### AGREEMENT TO DONATE REAL PROPERTY

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. Donor: Susan M Przewlocki, also known as Susan Przewlocki, a widow

1.2. Donee: Pima County Flood Control District, a political taxing subdivision of the State of Arizona

1.3. Donee's Maximum Closing Costs: not to exceed Thirteen Thousand Dollars (\$13,000.00)

1.4. Title Company: Pioneer Title, Kim Moss, Escrow Officer, 7445 N. Oracle Road, Suite 101, Tucson, AZ 85704; 520-797-2693; [kim.moss@ptaaz.com](mailto:kim.moss@ptaaz.com)

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

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

1.7. Removed Exceptions: item 10 on **Exhibit B**

1.8. Donor's Address: Susan M. Przewlocki, 12440 E. Makohoh Trail, Tucson, AZ 85749

1.9. **Donee's Address:** Manager, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: [neil.konigsberg@pima.gov](mailto:neil.konigsberg@pima.gov)

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

3. **Background & Purpose.**

3.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 23.23 acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**");

3.2. Donor desires to donate the Property to Donee; and

3.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

4. **Donation.**

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

4.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

4.3. Having been fully informed of the right to have the property appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agrees that the decision to donate the Property was voluntary and made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

4. **Inspection and Access.**

Page 2 of 7

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

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

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

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to  
Page 3 of 7

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

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

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

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

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

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

5. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or

as of Closing will be, no personal property located on Property.

6. **Closing.**

6.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

6.2. Prorations. The date of closing shall be used for proration of rents. Property taxes and other similar costs and assessments due for improvement districts shall be paid in full by the Donee prior to closing for calendar year 2019.

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

6.3.1. an executed Special Warranty Deed ("**Deed**") in the form of Exhibit C attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

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

6.3.3. possession of the Property.

6.4. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs will not exceed Donee's Maximum Closing Costs.

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

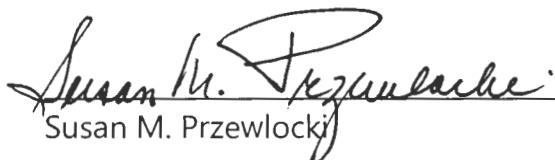
8. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

9. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the

County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

**Donor:**

  
\_\_\_\_\_  
Susan M. Przewlocki

12/2/19

Date

**Donee: Pima Flood Control District, a political taxing subdivision of the State of Arizona:**

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Chairman, Board of Directors

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Date

ATTEST:

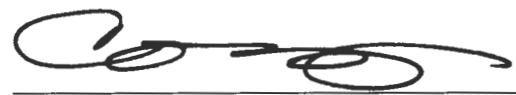
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Julie Castaneda, Clerk of Board

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Date

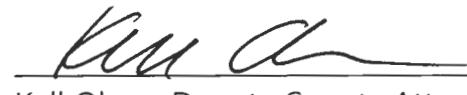
APPROVED AS TO CONTENT:

 12/3/19

Carmine DeBonis, Deputy County Administrator for  
Public Works

  
Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:

  
Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: 205-29-0170, 0180, 0190, 0200 & 003A



## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-215112 KM

Second Amendment-RM

### EXHIBIT A LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

**PARCEL 1: (205-29-003A)**

**THAT PORTION OF LOTS 11 AND 12 OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:**

**BEGINNING AT POINT 19 DESCRIBED IN PARCEL 3 OF THAT DEED OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER, PIMA COUNTY, ARIZONA, IN BOOK 2438 OF DOCKETS AT PAGE 400;**

**THENCE SOUTH 62 DEGREES 33 MINUTES WEST ALONG THE CENTERLINE OF SAID DEED OF DEDICATION, A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE CONTINUE ALONG THE CENTERLINE OF SAID DEED OF DEDICATION THRU THE FOLLOWING COURSES:**

**THENCE SOUTH 62 DEGREES 33 MINUTES WEST A DISTANCE OF 100 FEET TO POINT 18;**

**THENCE SOUTH 83 DEGREES 25 MINUTES 30 SECONDS WEST A DISTANCE OF 329.9 FEET TO POINT 17;**

**THENCE NORTH 43 DEGREES 04 MINUTES WEST A DISTANCE OF 161.04 FEET TO POINT 16;**

**THENCE NORTH 26 DEGREES 19 MINUTES WEST A DISTANCE OF 58.25 FEET TO POINT 15;**

**THENCE NORTH 63 DEGREES 19 MINUTES WEST TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF SAID DEED OF DEDICATION AND THE CENTERLINE OF THE AGUA CALIENTE WASH, SAID POINT ALSO BEING ON THE WESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF THAT PROPERTY CONVEYED TO GEORGE S. ANDERSEN AND ESTHER K. ANDERSEN, HUSBAND AND WIFE, AS RECORDED IN SAID RECORDER'S OFFICE IN BOOK 2462 OF DOCKETS AT PAGE 56;**

**THENCE EASTERLY ALONG SAID AGUA CALIENTE WASH AND THE SOUTHEASTERLY LINE OF SAID ANDERSEN PROPERTY TO A POINT OF CONVERGENCE OF SAID AGUA CALIENTE WASH AND THE LA MILAGROSA WASH;**

**THENCE EASTERLY ALONG THE CENTERLINE OF SAID LA MILAGROSA WASH TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND 900 FEET WEST OF THE EAST LINE OF SAID LOT 12;**

**THENCE SOUTHERLY AND PARALLEL WITH SAID EAST LINE OF LOT 12 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID AGUA CALIENTE WASH;**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-215112 KM

**EXHIBIT A**

(Continued)

THENCE EASTERLY ALONG THE CENTERLINE OF SAID AGUA CALIENTE WASH TO A POINT OF INTERSECTION WITH A LINE THAT BEARS NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 12 FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 12 TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL THAT PART LYING WITHIN SAID DEED OF DEDICATION AS RECORDED IN BOOK 2438 OF DOCKETS AT PAGE 400;

**PARCEL 2:**

ALL THAT PORTION OF LOT 12 OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING SOUTH OF THE CENTERLINE OF THE AGUA CALIENTE WASH.

EXCEPT THAT PART LYING WITHIN THE SOUTH EAST QUARTER OF SAID LOT 12,

ALSO EXCEPT ALL THAT PORTION OF THE SOUTHWEST ONE FOURTH OF LOT 12 OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY, AND ITS EASTERN EXTENSION OF THAT ROADWAY DESCRIBED IN THAT DEED OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER, PIMA COUNTY, ARIZONA, IN BOOK 2438 PAGE 400.

FURTHER EXCEPT THAT PART LYING WITHIN THAT ROADWAY DESCRIBED IN THAT DEED OF DEDICATION RECORDED IN THE OFFICE OF THE COUNTY RECORDER, PIMA COUNTY, ARIZONA, BOOK 2438 OF DOCKETS AT PAGE 400.

AND ALSO EXCEPT ANY PART LYING WITHIN ABOVE DESCRIBED PARCEL 1.

**PARCEL 3:**

A NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER A 20 FOOT RIGHT OF WAY ALONG THE NORTH BOUNDARY OF SECTION 29;

THENCE NORTHERLY ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20;

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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-215112 KM

**EXHIBIT A**

(Continued)

THENCE ALONG THE WEST BOUNDARY OF SECTION 21, TO SAID SECTION 16, ALL IN TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA AS SHOWN IN DEED RECORDED IN DOCKET 4836 AT PAGE 522.

AND

A NON- EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER THE WEST 20 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (OR LOT 11) OF SECTION 16, AND OVER AND ACROSS A PRESENTLY (ON AUGUST 13, 1974) EXISTING 20 FOOT GRADED ROADWAY LYING IN LOTS 10, 3 AND 2 OF SAID SECTION 16, ALL IN TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA AS SHOWN IN DEED RECORDED IN DOCKET 4836 AT PAGE 522.

PARCEL 4: (205-29-0170):

THAT PORTION OF LOT 11 IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 1 DEGREES 55 MINUTES WEST SECONDS ALONG THE WEST LINE OF SAID LOT, 99.00 FEET TO THE CENTERLINE OF THE AGUA CALIENTE WASH;

THENCE ALONG SAID CENTERLINE AS FOLLOWS:

THENCE NORTH 53 DEGREES 04 MINUTES EAST, 142.50 FEET;

THENCE NORTH 43 DEGREES 22 MINUTES EAST, 209.10 FEET;

THENCE SOUTH 87 DEGREES EAST, 53.30 FEET;

THENCE NORTH 72 DEGREES 55 MINUTES EAST, 53.80 FEET;

THENCE NORTH 60 DEGREES 55 MINUTES EAST, 218.70 FEET;

THENCE NORTH 59 DEGREES 05 MINUTES EAST, 108.34 FEET;

THENCE NORTH 59 DEGREES 05 MINUTES EAST, 220.10 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THAT PROPERTY CONVEYED TO EDWARD A. WARDEN AND MARY WARDEN, HUSBAND AND WIFE BY DEED RECORDED IN DOCKET 3104, PAGE 49;

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## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-215112 KM

### EXHIBIT A (Continued)

THENCE CONTINUE NORTHEASTERLY ALONG SAID CENTERLINE OF AGUA CALIENTE WASH TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THAT ROADWAY EASEMENT DESCRIBED IN THAT DEED OF DEDICATION RECORDED IN DOCKET 2438, PAGE 400;

THENCE SOUTHEASTERLY, ALONG THE CENTERLINE OF SAID DEED OF DEDICATION TO A POINT ON THE EAST LINE OF SAID LOT 11;

THENCE SOUTHERLY, ALONG SAID EAST LINE OF LOT 11 TO THE SOUTHEAST CORNER THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID WARDEN PROPERTY;

THENCE NORTH 32 DEGREES 30 MINUTES WEST, ALONG THE NORTHEAST LINE OF SAID WARDEN PROPERTY, 718.77 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL THAT PART OF THE ABOVE DESCRIBED PARCEL LYING WITHIN THE PROPERTY DESCRIBED IN DEED OF DEDICATION RECORDED IN DOCKET 2438, PAGE 400.

(JV ARB 23)

PARCEL 5: (205-29-0180):

THAT PORTION OF LOT 11 IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 1 DEGREES 55 MINUTES WEST, ALONG THE WEST LINE OF SAID LOT, 99.00 FEET TO THE CENTERLINE OF THE AGUA CALIENTE WASH;

THENCE ALONG SAID CENTERLINE AS FOLLOWS:

THENCE NORTH 53 DEGREES 04 MINUTES EAST, 142.50 FEET;

THENCE NORTH 43 DEGREES 22 MINUTES EAST, 209.10 FEET;

THENCE SOUTH 87 DEGREES EAST, 53.30 FEET;

THENCE NORTH 72 DEGREES 55 MINUTES EAST, 53.80 FEET;

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COMMITMENT FOR TITLE INSURANCE

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EXHIBIT A

(Continued)

THENCE NORTH 60 DEGREES 55 MINUTES EAST, 218.70 FEET;

THENCE NORTH 59 DEGREES 05 MINUTES EAST, 108.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 59 DEGREES 05 MINUTES EAST, 220.10 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 32 DEGREES 30 MINUTES EAST, 718.77 FEET TO THE SOUTH LINE OF SAID LOT 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 20 SECONDS WEST, ALONG SAID SOUTH LINE 257.59 FEET;

THENCE NORTH 32 DEGREES 30 MINUTES WEST, 590.75 FEET TO THE TRUE POINT OF BEGINNING.

(JV ARB 15)

PARCEL 6:

AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER A STRIP OF LAND 30 FEET IN WIDTH LYING APPROXIMATELY 80 FEET SOUTHEASTERLY FROM THE CENTERLINE OF SAID AGUA CALIENTE WASH AND PARALLELING SAID WASH IN A NORTHEASTERLY DIRECTION FROM THE NORTHEASTERLY LINE OF THE HEREIN DESCRIBED PARCEL (PARCEL 2A) TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN ROADWAY AS SET FORTH IN DEED OF DEDICATION RECORDED IN DOCKET 2438, PAGE 400.

PARCEL 7: (205-29-0190):

THAT PORTION OF LOT 11 IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 1 DEGREES 55 MINUTES WEST, ALONG THE WEST LINE OF SAID LOT, 99.00 FEET TO THE CENTERLINE OF THE AGUA CALIENTE WASH;

THENCE ALONG SAID CENTERLINE AS FOLLOWS:

THENCE NORTH 53 DEGREES 04 MINUTES EAST, 142.50 FEET;

THENCE NORTH 43 DEGREES 22 MINUTES EAST, 209.10 FEET;

THENCE SOUTH 87 DEGREES EAST, 53.30 FEET;

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FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-215112 KM

### EXHIBIT A (Continued)

THENCE NORTH 72 DEGREES 55 MINUTES EAST, 53.80 FEET;

THENCE NORTH 60 DEGREES 55 MINUTES EAST, 44.51 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 60 DEGREES 55 MINUTES EAST, 174.19 FEET;

THENCE NORTH 59 DEGREES 05 MINUTES EAST, 108.34 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 32 DEGREES 30 MINUTES EAST, 590.75 FEET TO THE SOUTH LINE OF LOT 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 20 SECONDS WEST, ALONG SAID SOUTH LINE, 330.50 FEET TO A POINT DISTANT 630 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 32 DEGREES 30 MINUTES WEST, 432.07 FEET TO THE TRUE POINT OF BEGINNING.

(JV ARB 22)

#### PARCEL 8:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A STRIP OF LAND 30 FEET IN WIDTH LYING APPROXIMATELY 80 FEET SOUTHEASTERLY FROM THE CENTERLINE OF SAID AGUA CALIENTE WASH AND PARALLELING SAID WASH IN A NORTHEASTERLY DIRECTION FROM THE NORTHEASTERLY LINE OF PARCEL 3B HEREIN TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN ROADWAY AS SET FORTH IN DEED OF DEDICATION RECORDED IN DOCKET 2438, PAGE 400, IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

#### PARCEL 9: (205-29-0200):

THAT PORTION OF LOT 11 IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 01 DEGREES 55 MINUTES WEST, ALONG THE WEST LINE OF SAID LOT, 99.00 FEET TO THE CENTERLINE OF THE AGUA CALIENTE WASH;

THENCE NORTHEASTERLY ALONG SAID CENTER LINE AS FOLLOWS:

THENCE NORTH 53 DEGREES 04 MINUTES EAST, 142.50 FEET;

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COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-215112 KM

**EXHIBIT A**

(Continued)

THENCE NORTH 43 DEGREES 22 MINUTES EAST, 209.10 FEET;

THENCE SOUTH 87 DEGREES EAST, 53.80 FEET;

THENCE NORTH 72 DEGREES 55 MINUTES EAST, 53.80 FEET;

THENCE NORTH 60 DEGREES 55 MINUTES EAST, 44.51 FEET;

THENCE LEAVING SAID CENTER LINE SOUTH 32 DEGREES 30 MINUTES EAST, 432.07 FEET TO THE SOUTH LINE OF LOT 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 20 SECONDS WEST, ALONG SAID SOUTH LINE, 630.00 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM SAID LOT 11 THE WEST 48 FEET OF THE SOUTH 48 FEET THEREOF.

(JV ARB 13)

PARCEL 10:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A STRIP OF LAND 30 FEET IN WIDTH LYING APPROXIMATELY 80 FEET SOUTHEASTERLY FROM THE CENTER LINE OF SAID AGUA CALIENTE WASH AND PARALLELING SAID WASH IN A NORTHEASTERLY DIRECTION FROM THE NORTHEASTERLY LINE OF PARCEL 4 HEREIN TO THE WESTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN ROADWAY AS SET FORTH IN DEED OF DEDICATION RECORDED IN DOCKET 2438, PAGE 400, IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

PARCEL 11:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER A PORTION OF THAT PARTICULAR PARCEL AS DESCRIBED IN DOCKET 8907 AT PAGE 1571 THEREIN, RECORDS OF PIMA COUNTY, ARIZONA, SAID DESCRIBED PARCEL BEING A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED SECTION 21, SAID CORNER BEING COINCIDENT WITH THE NORTHWEST CORNER OF THE AFOREMENTIONED DESCRIBED PARCEL;

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COMMITMENT FOR TITLE INSURANCE

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EXHIBIT A

(Continued)

THENCE UPON THE NORTH LINE OF SAID SECTION 21, SAID NORTH LINE BEING COINCIDENT WITH THE NORTH LINE OF SAID DESCRIBED PARCEL, NORTH 89 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 162.45 FEET;

THENCE LEAVING SAID NORTH LINE, UPON A LINE EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 21, SOUTH 00 DEGREES 11 MINUTES 51 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE UPON A LINE SOUTHERLY OF AND PARALLEL WITH SAID NORTH LINE, SOUTH 89 DEGREES 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 162.45 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED DESCRIBED PARCEL;

THENCE UPON SAID WEST LINE, SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE AFOREMENTIONED SECTION 21, NORTH 00 DEGREES 11 MINUTES 51 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

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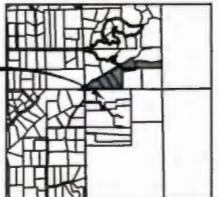
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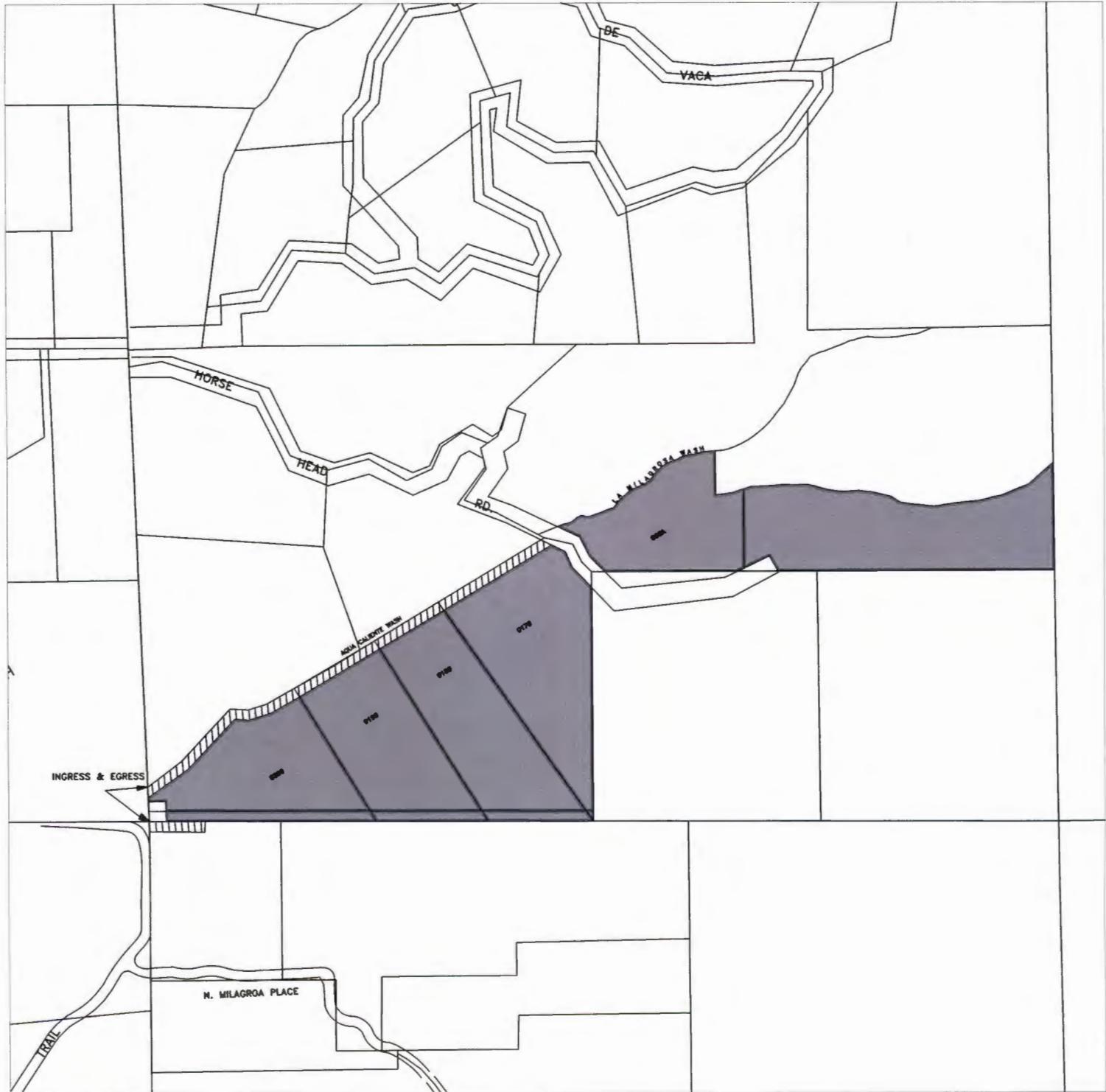


**EXHIBIT "A-1"**

SECTION 16  
TOWNSHIP 13 SOUTH  
RANGE 16 EAST



**SECTION 16  
G&SRM PIMA COUNTY, ARIZONA**



**PARCELS TO ACQUIRED**

 INGRESS & EGRESS EASEMENTS



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: NOV 2019



Order Number: 504-215112 KM

## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

### EXHIBIT "B"

Second Amendment-RM

#### SCHEDULE B, PART II

##### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the subsequent effective date hereof but prior to the date the proposed Insured acquires of records for value the estate or interest or mortgage thereon covered by this Public.

(Note: The above Exceptions Nos. 2 through 8, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof.

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**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Pioneer Title Agency, Inc.****EXHIBIT "B" (con't)**

Order Number: 504-215112 KM

**SCHEDULE B, PART II**  
(Continued)

However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

9. TAXES for the full year of 2019, a lien, not yet due or payable.
10. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
11. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
13. LIABILITIES AND OBLIGATIONS imposed upon said land by its inclusion within any legally formed districts.
14. Established and/or existing roads, highways, rights-of-way or easements.
15. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion.
16. Any adverse claim based upon the assertion that said land, or any portion thereof, is now or at anytime has been included within navigable river, slough or other navigable body of water.
17. Easement(s) for roadway and utilities and rights incident thereto as set forth in Docket 2438 at page 400.
18. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 2691 at page 96.
19. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 2703 at page 53 and in Docket 8353 at page 1329.
20. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 3437 at page 80 and in Docket 4805 at page 415.
21. Easement(s) and restriction for a pathway for foot or horse trail, an undivided to foot right of way along and through the Ague Caliente and Milagrosa Washes as a means to the Coronado National Forest, which right of way shall not be transferable to any corporation, including County, State or Federal Government or any subdivision for future development as reserved in Deed recorded in Docket 3546 at page 78 and Docket 4830 at page 42.

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**SCHEDULE B, PART II**  
(Continued)

22. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 3581 at page 459.
23. Easement(s) for well and utilities, the effect of easement relocation rights and rights incident thereto as set forth in Docket 4276 at page 678.
24. Easement(s) for equestrian and hiking and rights incident thereto as set forth in Docket 5507 at page 419.
25. Easement(s) for roadway and rights incident thereto as set forth in Docket 8105 at page 1957.
26. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 8987 at page 1366.
27. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 9457 at page 1190.
28. MATTERS shown on survey recorded in Book 19 of Surveys at Page 57 and in Book 32 of Surveys at Page 2
29. MATTERS shown on survey recorded in Book 25 of Surveys at Page 86.
30. MATTERS shown on survey recorded in Book 34 of Record of Surveys at Page 5.
31. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Ordinance No. 2007-32 recorded in Docket 13034 at page 790.
32. THE EFFECT of Memorandum by the Pima County Board of Supervisors naming easement as Milagrosa Place, recorded in Docket 11594 at page 5892 and re-recorded in Docket 11606 at page 212.
33. ANY and all matters arising by reason of Affidavit of Disclosure recorded in Sequence No. 20153560035
34. ANY and all matters arising by reason of Affidavit of Disclosure recorded in Sequence No. 20180640092
35. ANY and all matters arising by reason of Affidavit of Disclosure recorded in Sequence No. 20183610654

**END OF SCHEDULE B, PART II**

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## EXHIBIT "C"

When Recorded Return to:  
Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

---

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

### Special Warranty Deed

By donation, Susan M. Przewlocki also known as Susan Przewlocki, a widow, the "Grantor" herein, does hereby convey to PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

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

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.

Subject, further, to an express restriction upon any residential or commercial development, subdivision or splitting of the Property into smaller parcels (the "Deed Restriction"). The Deed Restriction shall run with the Property in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the Grantor as well as the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. In the event that Grantee or any assignee of Grantee undertakes any development, subdivision, splitting or other conveyance of all or any portion of the Property for the purpose of residential or commercial development in violation of this Deed Restriction, then this deed shall be of no further force or effect and title to the Property shall automatically revert to Grantor or to Grantor's heirs.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements, if any, situated on the Restricted Property at the time of the recording of this Deed in any manner, or the maintenance, repair and replacement of such existing improvements on the Restricted Property. The following activities

anywhere on the Property are not in violation of the Deed Restriction and shall be considered permitted activities for purposes of the Deed Restriction:

Vegetation removal and/or alteration as reasonable and necessary for habitat improvements, to promote the recovery or reestablishment of native species, and/or for fencing, maintaining utility easements or livestock developments, and residential needs;

Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements;

Replacement of existing wells, pumps, pipelines, windmills, sewer or septic systems, and storage tanks as necessary for permitted operations on the Restricted Property, along with maintenance and repair of existing water, sewer or septic developments;

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, and horseback riding; and/or

Wildlife management activities carried out in cooperation with the Arizona Game and Fish Department.

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

Susan M. Przewlocki

\_\_\_\_\_  
Date

STATE OF ARIZONA

)

COUNTY OF PIMA

) ss.

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Susan M. Przewlocki.

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

My commission Expires: