

COB - BOSAIR FORM

11/24/2025 4:28 PM (MST)

Submitted by Lupe.Fimbres@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT RPS CT2500000079

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 12/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: River Overlook, LLC, an Arizona Limited Liability Company

Project Title / Description: Sales Agreement No. Sale-0140

Purpose: On June 3, 2025, the Pima County Board of Supervisors approved the sale of a portion of vacant surplus property being a portion of tax parcel 104-01-0450 (the "Property"). The Property was acquired for the Flood Control District ("District") on June 6, 1985, for the Rillito River-La Cholla to Campbell, FLAP acquisition and is located south of River Road, north side of the Chuck Huckelberry Loop, and west of La Canada Drive the parcel consists of 31,668 square feet. The Property is being sold pursuant to A.R.S. Section 11-251(9). The Buyer was the high bidder at the Public Auction held on September 30, 2025.

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: The District will receive revenue and will no longer have the liability and maintenance responsibility for the Property. A portion of the property will be restricted as a Riparian area (see Exhibit B).

Public Benefit and Impact: Receipt of revenue for the surplus property.

Budget Pillar • Core functions & excellent service

Support of Prosperity Initiative: • N/A

TO: COB, 12/2/25 (1)

VERSION: 0

PAGES: 18

Submission ID: 0c3da288-8b2a-4850-8da7-c79ae2a6d509 Receipt ID: b735f568-7fa3-41aa-9347-bfa7a1f838d4

DEC02'25AM1005PO

Provide information that explains how this activity supports the selected Prosperity Initiatives

N/A

Metrics Available to Measure Performance: An independent fee appraiser valued the Property at \$128,000.00. The Property was sold for \$129,000.00, which includes an administration fee of \$1,000.00.

Retroactive: NO

Contract / Award Information

Record Number: CT RPS CT2500000079

Document Type: CT

Department Code: RPS

Contract Number: CT2500000079

Commencement Date: 12/16/2025

Termination Date: 01/15/2026

Total Expense Amount:
\$0.00

Total Revenue Amount:
\$129,000.00

Funding Source Name(s) Required: Flood Control Capital Project, Special Revenue Fund

Funding from General Fund? NO

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number? NO

Department: Real Property Services

Name: Rita Leon

Telephone: 520-724-6462

Add Procurement Department Signatures No

Add GMI Department Signatures

No

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: _____



11/25/2025



11/26/2025



11/29/2025



SALES AGREEMENT No. Sale-0140

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

- 1.1. **Seller:** Pima County, a political subdivision of the State of Arizona
- 1.2. **Buyer:** River Overlook, LLC, an Arizona Limited Liability Company
- 1.3. **Purchase Price:** the sum of One Hundred Twenty-Nine Thousand (\$129,000.00)
- 1.4. **Earnest Money Deposit:** the sum of Twelve Thousand Nine Hundred Dollars (\$12,900.00)
- 1.5. **Title Company:** First American Title, located at 6390 E. Tanque Verde, Suite 200, Tucson, AZ 85715, Joni Schroeder is hereby appointed as the "Escrow Agent" for this transaction.
- 1.6. **Effective Date:** the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Seller executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.7. **Property:** the real property described in **Exhibit A and depicted in Exhibit A-1, with a portion of the property designated for riparian area as shown in Exhibit B and depicted in Exhibit B-1**, together with all improvements thereon and all water rights associated with the Property, if any.

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

1.9. Buyer's Address: River Overlook LLC, an Arizona LLC company 4007 E. Paradise Falls, Suite 125, Tucson, AZ. 85712; email Paul@cornerconnect.com

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

3. **Purchase of Property.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, Seller's fee interest in the Property, for the Purchase Price, payable as follows:

3.1. On the Effective Date, Buyer will pay the Earnest Money Deposit to Title Company as escrow agent. Escrow Agent is hereby instructed to deposit all such payments in a federally insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, the Earnest Money Deposit shall be credited against the Purchase Price, and any interest earned on the Earnest Money Deposit shall be paid to Buyer. If the escrow fails to close because of a default by Seller, then the Earnest Money Deposit and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to Seller.

3.2. The remainder of the Purchase Price will be paid to the Seller in cash at closing.

4. **Closing Costs, Title and Prorations.**

4.1. Closing Costs. Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by Seller. Buyer will pay all other Closing Costs related to the Closing.

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

4.3. Prorations. Property taxes, rents, and annual payment of assessments with

interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

5. Escrow and Title.

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

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

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

5.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit C** and the standard printed exceptions in the policy.

6. Closing.

6.1. Closing Date. The Closing of the sale of the Property to Buyer (the

"**Closing**") will take place at the office of Title Company on or before thirty (30) days after the Effective Date, unless extended by Seller and Buyer.

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

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

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

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

6.3.1. An executed Special Warranty Deed in the form of **Exhibit D**; and

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

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

7. **Disclosures and Covenants.**

7.1. "As-Is" Sale. Buyer accepts the Property in an AS IS CONDITION, with NO WARRANTY FROM SELLER OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION THEREOF.

7.2. Covenant. Buyer accepts that a portion of the property will be kept as Open Space, Riparian Area as shown in "**Exhibit B**" and **Depicted in Exhibit "B-1"**.

7.3. Cultural Resources. Buyer is hereby notified that cultural resources (archaeological, cultural, or historic resources) may be present on the subject property. In the event development or ground disturbance is planned, these cultural resources may require treatment (inventory assessment, and mitigation), approved by Pima County and the State Historic Preservation Office.

7.4. Condition of Property. Buyer is solely responsible for conducting its own

due diligence regarding the condition of the Property.

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

7.6. Use of Property by Seller. Seller will maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be released before the Closing.

8. **Environmental.**

8.1. Environmental Representations. Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Property, each party remaining responsible for its obligations as set forth by law.

8.2. Environmental Inspection Rights.

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

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

9. **Broker's Commission.** No broker or finder has been used by Buyer or Seller.

10. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitration provisions caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

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

<u>Exhibit A</u>	Description of Property
<u>Exhibit A-1</u>	Depiction Showing Property
<u>Exhibit B</u>	Description of Restriction on Portion of Property
<u>Exhibit B-1</u>	Depiction Showing Restricted Area
<u>Exhibit C</u>	Exception on Property
<u>Exhibit D</u>	Form of Deed for Property

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

12.1. Notices.

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

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

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

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

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

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

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

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

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

12.9. Binding Affect. This Agreement is binding upon and inures to the benefit of

the Parties and their respective successors and permitted assigns.

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

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

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

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

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

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

Buyer's Approval and Acceptance:

River Overlook LLC, an Arizona limited liability company

BY: 

Alan C. Murdock (printed name)

ITS: Manager

Date: 10-17-2025

Seller's Approval and Acceptance:

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

Rex Scott, Chairman, Board of Supervisors

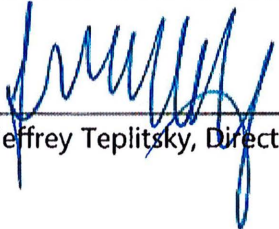
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



Jeffrey Teplitsky, Director, Real Property Services

 11/24/2025

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Bobby Yu, Deputy County Attorney

14 August 2025

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of Lot 7 of Rillito Gardens, Lots 1 thru 11, as recorded in Book 22 of Maps and Plats at Page 69 in the office of the Pima County Recorder and being within Section 15, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows;

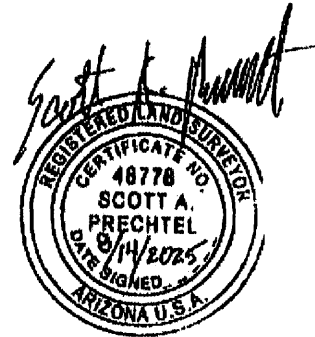
BEGINNING at the southeast corner of said Lot 7, to which the northeast corner of said Lot 7 bears North 01°42'29" West a distance of 216.60 feet;

THENCE North 65°12'29" West a distance of 217.42 feet;

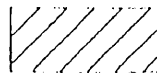
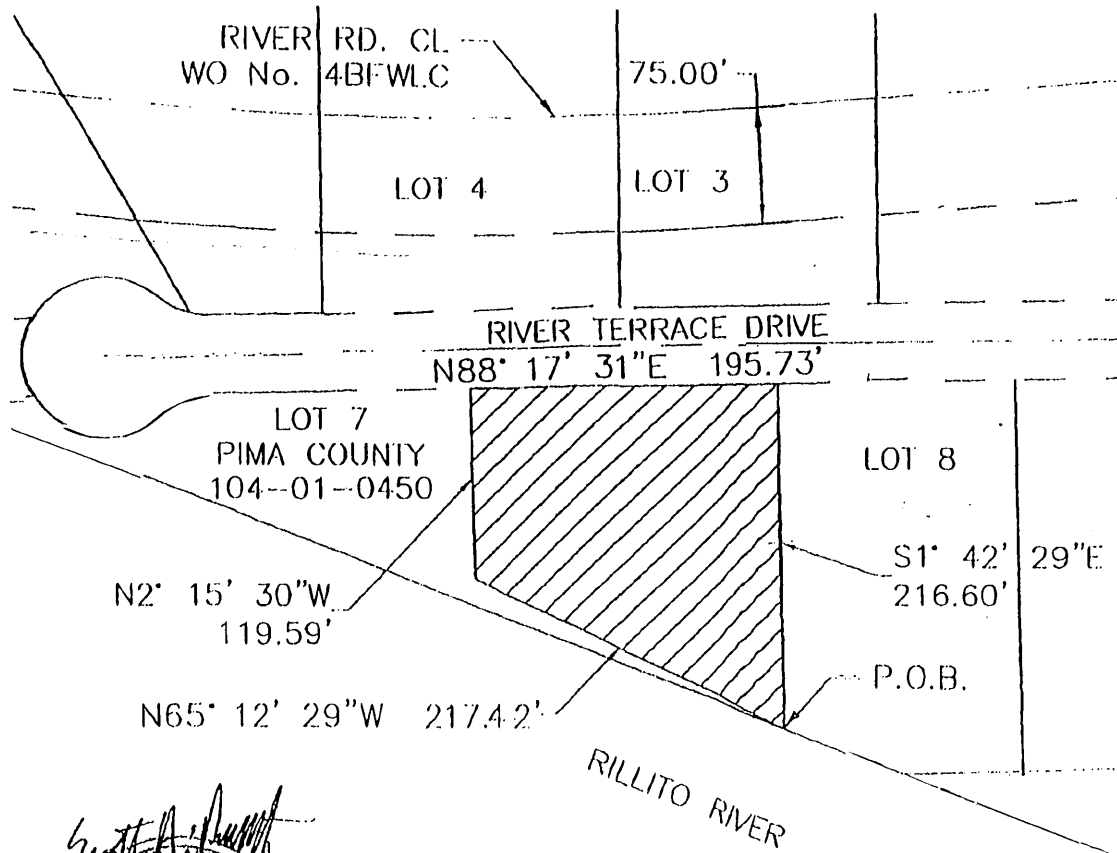
THENCE North 02°15'30" West a distance of 119.59 feet to a point on the south right-of-way line of River Terrace Drive;

THENCE along the said south right-of-way line North 88°17'31" East a distance of 195.73 feet to the northeast corner of Lot 7;

THENCE along the east line of Lot 7 South 01°42'29" East a distance of 216.60 feet to the southeast corner Lot 7 and the **POINT OF BEGINNING**.



DEPICTION OF EXHIBIT "A1"



AREA = 0.752 ACRES +/-



PIMA COUNTY SURVEY

A PORTION OF LOT 7, RILLITO GARDENS, BK.22 PG. 69, M&P's
 WITHIN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 14 August 2025

Drawn By: AJL

Sheet 2 of 2

14 August 2025

EXHIBIT "B"
RIPARIAN AREA
LEGAL DESCRIPTION

All that portion of Lot 7 of Rillito Gardens, Lots 1 thru 11, as recorded in Book 22 of Maps and Plats at Page 69 in the office of the Pima County Recorder and being within Section 15, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows;

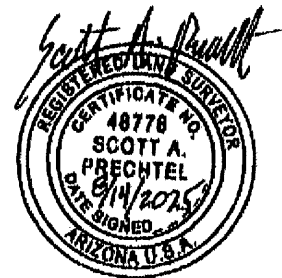
BEGINNING at the southeast corner of said Lot 7, to which the northeast corner of said Lot 7 bears North 01°42'29" West a distance of 216.60 feet;

THENCE North 65°12'29" West a distance of 217.42 feet;

THENCE North 02°15'30" West a distance of 34.81 feet;

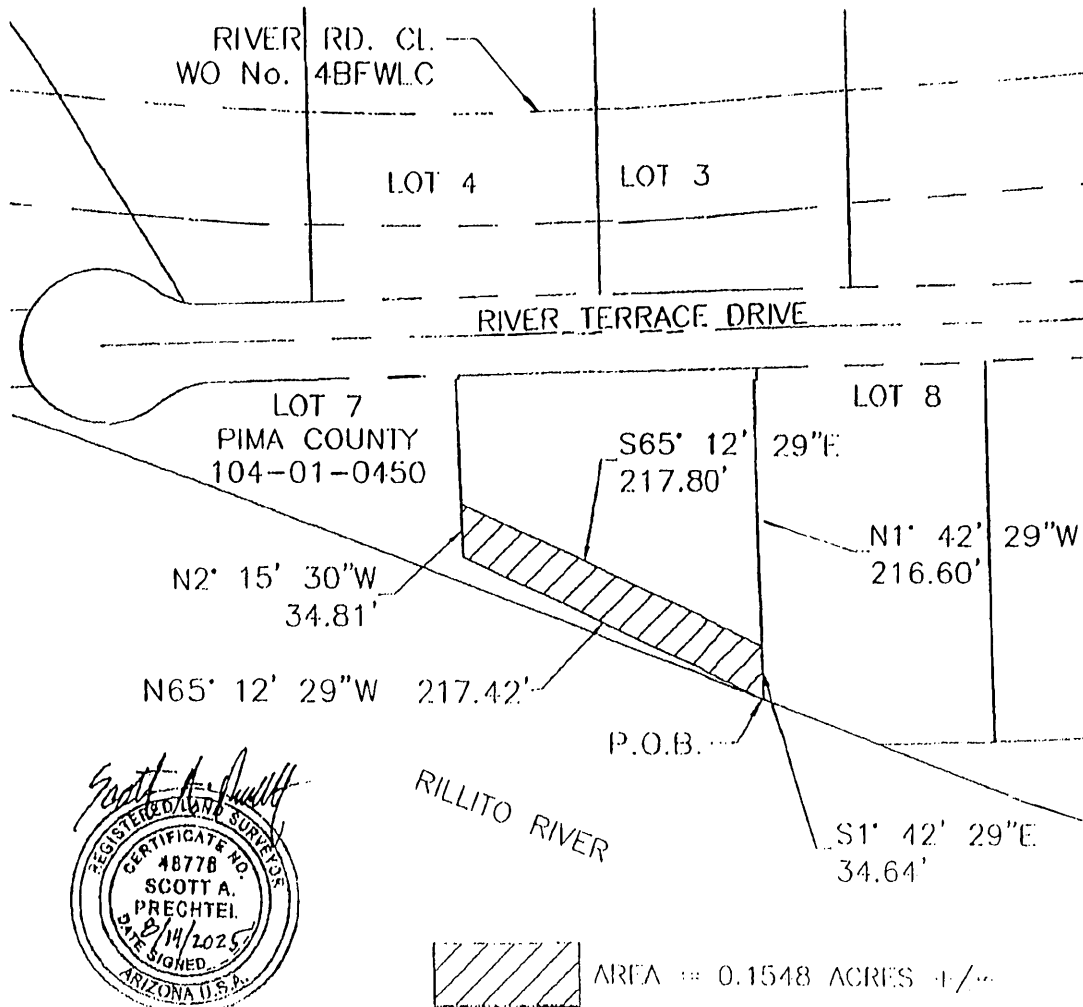
THENCE South 65°12'29" East a distance of 217.80 feet to the east line of Lot 7;

THENCE along the east line of Lot 7 South 01°42'29" East a distance of 34.64 feet to the southeast corner Lot 7 and the **POINT OF BEGINNING**.



DEPICTION OF EXHIBIT "B-1"

RIPARIAN AREA



PIMA COUNTY SURVEY

A PORTION OF LOT 7, RILLITO GARDENS, BK.22 PG. 69, M&P's
WITHIN SECTION 15, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100' Date: 14 August 2025 Drawn by: All Sheet 2 of 2

EXHIBIT 'C'

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. 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 conditions 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

EXHIBIT "C" CONTINUED

7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
8. Taxes for the full year of 2025.
(The first half is due October 1, 2025 and is delinquent November 1, 2025. The second half is due March 1, 2026 and is delinquent May 1, 2026.)
9. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
10. Any charge upon said land by reason of its inclusion in Northwest Fire District.
11. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District.
12. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 22 of Maps, Page 69, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Covenants, conditions and restrictions in the document recorded as Docket 4255, Page 696 but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
14. An easement for Drainageway and rights and incidental purposes, recorded as Docket 6257, Page 913.
15. An easement for Right of way and incidental purposes, recorded as Docket 11162, Page 711.
16. The effect of a map purporting to show the land recorded as 2025-0940177 of Official Records.
17. An easement for Existing Public Roads and Bridges, Existing Sewer Facilities and incidental purposes, recorded as 2025-1810116 of Official Records.
18. Water rights, claims or title to water, whether or not shown by the public records.

Exhibit "D"

When Recorded, Please Return to:
River Overlook, LLC
4007 E. Paradise Falls Suite 125
Tucson, Arizona 85712

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 River Overlook, LLC, an Arizona Limited Liability Company, 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.

Grantee will designate a portion of property as described in Exhibit "B" and Depicted in Exhibit "B-1" for Riparian Area and will be kept as Open Space.

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.

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

Page 1 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: RL	File #: Sale-0145	Activity #:	P [X] De [] Do [] E []

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.

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Page 2 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0145	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Grantor: Pima County, a political subdivision of the State of Arizona

By: Jeffrey Teplitsky, Director
Pima County Real Property Services

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the 22 day of August, 2024 by Jeffrey Teplitsky, Director Pima County Real Property Services.

Notary Public

My Commission Expires: _____

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0145	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>