



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

Award Contract Grant

Requested Board Meeting Date: 8/20/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

John R. Hufault and C. Cathryn Hufault as Trustees of the John R. & C. Cathryn Hufault Trust

***Project Title/Description:**

Floodprone Land Acquisition Program/Acquisition Agreement (Acq-0762)

***Purpose:**

Pima County Regional Flood Control District will acquire floodprone land that is also an important riparian area.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County Regional Flood Control District will acquire property for the Floodprone Land Acquisition Program.

***Public Benefit:**

Floodprone land will be removed from future development and preserved.

***Metrics Available to Measure Performance:**

Pima County Regional Flood Control District will acquire 131.39 acres of property for a not to exceed amount of \$303,000, which includes the appraised value of \$300,000 and up to \$3,000 in closing costs.

***Retroactive:**

No

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Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 19*079

Effective Date: 8/20/2018 Termination Date: 8/19/2023 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 303,000.00 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

*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 22-73.

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

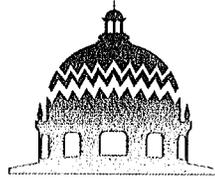
Department: Public Works - Real Property Telephone: 724-6318

Department Director Signature/Date: [Signature] 7/31/2018

Deputy County Administrator Signature/Date: [Signature] 8/1/18

County Administrator Signature/Date: [Signature] 8/1/18
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>CF-PW-19-079</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.



PIMA COUNTY
REAL PROPERTY

PIMA COUNTY DEPARTMENT OF REAL PROPERTY SERVICES

PROJECT/FUNDING: FLOODPRONE LAND ACQUISITION PROGRAM

SELLER: JOHN R. HUFAULT AND C. CATHRYN HUFAULT AS TRUSTEES OF THE JOHN R. & C. CATHRYN HUFAULT TRUST, DATED MAY 24, 1995

PURCHASE PRICE: \$300,000

FUNDING: \$303,000.00 (Including Buyer's Maximum Costs)

ACQUISITION AGREEMENT

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

1.1. Seller: John R. Hufault and C. Cathryn Hufault as Trustees of the John R. & C. Cathryn Hufault Trust, Dated May 24, 1995

1.2. Buyer: Pima County Regional Flood Control District, a political taxing authority of the State of Arizona

1.3. Purchase Price: the sum of Three Hundred Thousand Dollars (\$300,000.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Three Thousand Dollars (\$3,000.00)

1.5. Title Company: Stewart Title & Trust, Susan Lane, Escrow Officer, 6400 N. Oracle Road #102, Tucson, Az 85704; (520) 575-0365.

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

1.7. 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.

1.8. Removed Exceptions: items #1, 2, 8, 15, 16, 19, 20 and 21 on **Exhibit B**

1.9. Seller's Address: 6000 S. X9 Ranch Road, Vail, AZ 85641

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

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

3. **Purchase of Property**. Buyer agrees to acquire the Property from Seller, and Seller agrees to convey the Property to Buyer, on the terms and conditions set forth in this Agreement.

4. **Seller's Warranties**

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

4.2. Wells and Water Rights. Seller warrants the following concerning wells and/or water rights associated with the Property:

X NO, there are no wells on or water rights associated with the Property

4.3. Underground Improvements. Seller warrants the following concerning the location of septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, or other underground improvements on the Property:

X NO, there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Property.

5. **Closing Costs and Prorations.**

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

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

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

5.1.3. Buyer will pay a reasonable fee for any necessary Releases.

5.1.4. Buyer will pay a reasonable fee for other Closing Costs related to the Closing.

5.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing. If Seller's entire owned parcel is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Seller's entire parcel which is attributable to the Property.

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

6. **Escrow and Title.**

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

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

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

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

7. **Closing.**

7.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") will take place at the office of Title Company on or before one hundred twenty (120) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within five (5) years after execution by Buyer, unless Buyer obtains approval by the Pima County Board of Supervisors to extend the Closing Date beyond said five (5) year period.

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

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

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

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

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

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

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

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

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

8. **Seller's Covenants.**

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

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

materially degraded or otherwise materially changed in any aspect by Seller.

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

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

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

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

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

9. **Environmental.**

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

Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

9.2. Environmental Inspection Rights.

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

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

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

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

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

reasonably satisfactory to the Parties.

- Exhibit A** **Description of Property**
- Exhibit A-1** **Depiction Showing Property**
- Exhibit B** **Permitted Exceptions for Property**
- Exhibit C** **Form of Deed for Property**

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

13.1. Notices.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple

occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

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

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

Seller's Approval and Acceptance:

John R. & C. Cathryn Hufault Trust, Dated May 24, 1995

John R. Hufault, Trustee
John R. Hufault as Trustee

C. Cathryn Hufault, Trustee
C. Cathryn Hufault as Trustee

Date: 7/6/2018

Date: 07/06/18

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Buyer's Approval and Acceptance:

Approved and accepted by the Regional Flood Control District,
a political taxing authority of the State of Arizona

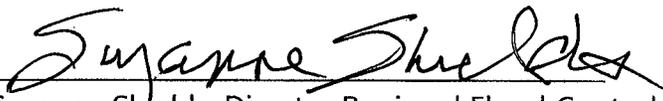
_____ Date: _____
Chairman, Board of Directors
of the Regional Flood Control District

Attest:

_____ Date: _____
Julie Castaneda, Clerk of the Board of Directors
of the Regional Flood Control District

Approved as to content:

By  8/1/18
Carmine DeBonis, Deputy County Administrator-Public Works

By 
Suzanne Shields, Director Regional Flood Control District

By 
Neil Konigsberg, Manager, Real Property Services

Approved as to form:


Kell Olson, Deputy County Attorney
REGINA NASSEN

Tax Code(s): 306-11-0020 & 0030

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The North half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 16 South, Range 18 East, Gila and Salt River Meridian, Pima County, Arizona.

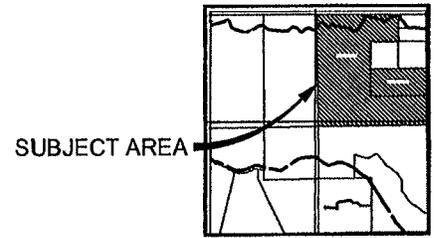
PARCEL 2:

The West half of the Northeast Quarter;
The Northwest Quarter of the Northeast Quarter of the Northeast Quarter;
The South half of the Southeast Quarter of the Northeast Quarter;
All in Section 17, Township 16 South, Range 18 East, Gila and Salt River Meridian, Pima County, Arizona.

PARCEL 3:

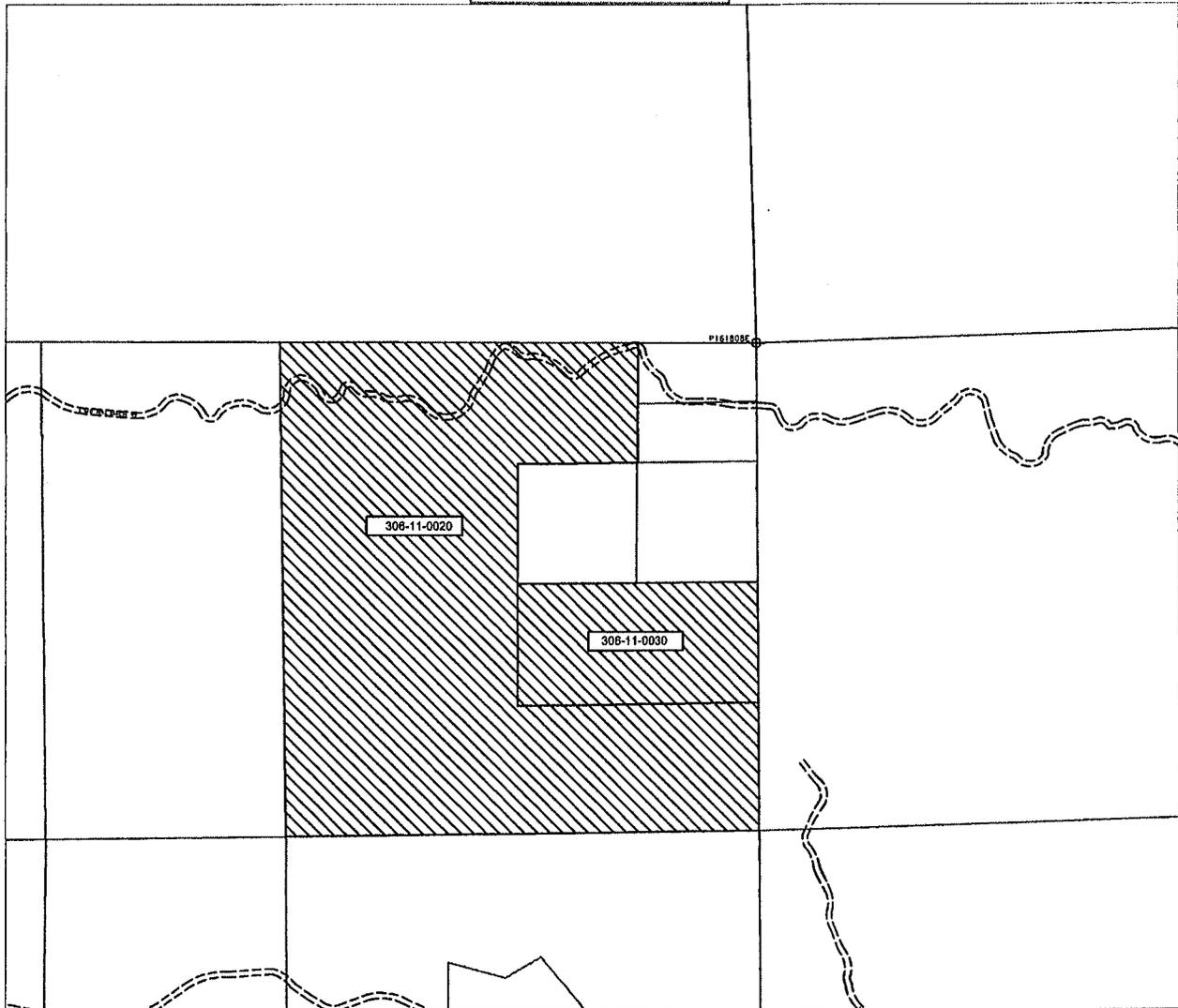
Those certain easements for ingress, egress and utilities for the benefit of the above described Parcel 1 and Parcel 2 and other property described in instruments recorded in Docket 7948, page 558; Docket 8948, page 627; Docket 9727, page 1863; Docket 12953, page 66; Docket 13121, pages 947 and 949 and Docket 13430, page 1421.

SECTION 17
TOWNSHIP 16 SOUTH
RANGE 18 EAST



SECTION 17
TOWNSHIP 16 S, RANGE 18 E
PIMA COUNTY, ARIZONA

EXHIBIT "A-1"



PARCELS 306-11-0020 & 306-11-0030



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

Exhibit "B"

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 217618

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are 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.
 - (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.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
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. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2018.

Exhibit B (continued)

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. 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.
10. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
12. Easement for electric and rights incident thereto, as set forth in instrument recorded in Docket 5105, page 46.
13. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 6180, page 370 and in Docket 6180, page 376.
14. Easement for ingress, egress and utilities as reserved therein and rights incident thereto, as set forth in instrument recorded in Docket 6180, page 379.
15. INTENTIONALLY DELETED. Moved to legal.
16. INTENTIONALLY DELETED. Moved to legal.
17. Terms and conditions of Grant of Easement and rights incident thereto, as set forth in instrument recorded in Docket 9727, page 1863. (FBO caption and other property)
18. The effect, if any of Road Utilization and Maintenance Agreement recorded in Docket 12676, page 6441.
19. INTENTIONALLY DELETED. Moved to legal.
20. INTENTIONALLY DELETED. Moved to legal.
21. INTENTIONALLY DELETED. Moved to legal.
22. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Sequence No. 2014-1920153 (Upper Agua Verde Road Association); Amended in Sequence No. 2015-2510064; Amended and Restated in Sequence No. 2015-3640482.
23. Matters shown on survey recorded in Book 13 of Maps, Page 67 of Record of Surveys, ; in Book 22 of Record of Surveys, page 55; and in Book 35 of Record of Surveys at page 46.
24. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within any wash or arroyo and its tributaries.

EXHIBIT "C"

WARRANTY DEED

For valuable consideration, we, John R. Hufault and C. Cathryn Hufault as Trustees of the John R. & C. Cathryn Hufault Trust, Dated May 24, 1995 ("Grantors"), do/does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situate in Pima County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record.

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

Dated this _____ day of _____, 20_____.

John R. & C. Cathryn Hufault Trust, Dated May 24, 1995

John R. Hufault as Trustee

C. Cathryn Hufault as Trustee

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Directors:	Right of Way [] Parcel [X]
Agent: jar	File #:Acq-0762	Program #:CFC-4BFACQ	P [X] De [] Do [] E []

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 20____, by John R. Hufault and C. Cathryn Hufault as Trustees of the John R. & C. Cathryn Hufault Trust, Dated May 24, 1995.

Notary Public

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Directors:	Right of Way [] Parcel [X]
Agent: jar	File #:Acq-0762	Program #:CFC-4BFACQ	P [X] De [] Do [] E []