



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 5, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

New Hope UMC of Tucson, Arizona, an Arizona non-profit, also known as Hope United Methodist Church of Tucson, Arizona, an Arizona corporation, formerly known as Hope Methodist Church, an Arizona corporation

***Project Title/Description:**

Exchange Agreement

***Purpose:**

Pima County Regional Flood Control District (the "District") constructed the El Vado Water Harvesting Basins Project on property acquired from New Hope UMC of Tucson ("New Hope") in June of 2022. After the Project was constructed, the District noticed they were encroaching on a portion of New Hope's property known as tax parcel 138-04-286A. The District also realized they took ownership of a small RV hook-up area New Hope needs to access when their nomad volunteers come to town each year. In order to remedy this situation, the District and New Hope agreed to enter into an exchange of the properties. The District will acquire a portion of New Hope's property, known as parcel 138-04-286A, in fee and a Temporary Construction Easement ("TCE") over the same area to reimburse New Hope for the inadvertent use of the property. New Hope will acquire a portion of the District's property, known as tax parcel 138-04-286B, allowing them access to the RV hook-up area. The properties are both located within Township 15S, Range 15E, Section 14, Pima County, Arizona. Notice of the exchange was published pursuant to Arizona Revised Statute §11-251(44) (RPS No: Acq-1189)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The District will acquire 4,417 sq. ft. of New Hope's property, 138-04-286A, in exchange for 77 sq. ft. of the District's property, 138-04-286B. The District's property is valued at \$23. The exchange of property will eliminate the District's encroachment on New Hope's property and the District will no longer have any responsibility toward the RV hook-up area. New Hope will take ownership of the RV hook-up area needed for their annual volunteers.

***Public Benefit:**

The El Vado Water Harvesting Basins Project consists of native plantings, including herbs and fruit bearing trees and the installation of park benches and picnic tables. The Project created a park like setting for the enjoyment of the local community. The herbs and fruits are harvested for community needs. The Project also helped to safely redirected flood waters. By completing this exchange of property, the District will no longer be encroaching on New Hope's property, and New Hope will obtain legal access to the RV hook-up area allowing them to accommodate volunteers that come from all over the Country to assist with various church related projects.

***Metrics Available to Measure Performance:**

The District will acquire 4,417 sq. ft. of property in fee and a TCE over the same area for a not to exceed amount of \$11,856. The not to exceed amount includes the appraised value of \$8,300 (\$23 payment to District already subtracted from appraised value), \$756 for an additional year of TCE rent, if needed, and up to \$2,800 in closing costs.

***Retroactive:**

No

To: COB 8-18-23(1)
Vers: 1
Pgs: 35

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 24*076
Commencement Date: 9/5/2023 Termination Date: 9/4/2025 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 11,856.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: RFCD Non-Bond Projects**

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

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

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

***Funding Source(s) required: _____**

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

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

***All Funding Source(s) required: _____**

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

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

*Funding Source: _____

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

Contact: Dana Hausman

Department: Real Property Services

Telephone: 724-6713

Department Director Signature: _____

Date: 8/16/2023

Deputy County Administrator Signature: _____

Date: 8/16/2023

County Administrator Signature: _____

Date: 8/16/2023



EXCHANGE 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. Owner: New Hope UMC of Tucson, Arizona, an Arizona non-profit, also known as Hope United Methodist Church of Tucson, Arizona, an Arizona Corporation, formerly known as Hope Methodist Church, an Arizona corporation

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

1.3. District's Maximum Costs: the sum of (i) District's share of Closing Costs, and (ii) District's share of Prorations, which combined shall not exceed Two Thousand Eight Hundred Dollars (\$2,800.00)

1.4. Title Company: Stewart Title & Trust of Tucson, 6831 N. Oracle Road, Suite 101, Tucson, AZ 85704

1.5. Escrow Agent: Diane Wooster; phone: (520) 797-3212; email: diane.wooster@stewart.com

1.6. Effective Date: the date Owner and District have approved and accepted this Agreement by affixing their signatures. The date District executes this Agreement is the date this Agreement is signed by the Chair of the District Board.

1.7. District Property: the property legally described on **Exhibit A** and depicted on **Exhibit A-1**

1.8. Owner Property: the property legally described on **Exhibit B** and depicted on **Exhibit B-1**

1.9. Owner Property Temporary Construction Easement Area: the area within the parcel of real property described in **Exhibit C** and depicted in **Exhibit C-1**.

1.10. Temporary Construction Easement Term: the Temporary Construction Easement ("**TCE**") *commences* upon the earlier of (i) the construction start date, or two years from execution of the TCE, and *terminates* upon the earlier of (i) 12 months after its effective date; or (ii) the completion of construction of the project, except that District may extend the TCE for up to 12 additional months provided that District pays Owner \$63.00 per month (the "**TCE Additional Rent**") for each month or portion thereof during which District utilizes the TCE beyond the initial period.

1.11. Owner's Address: 6740 S. Santa Clara Avenue, Tucson, AZ 85756

1.12. District Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov; and for notice purposes, copy: Rachelle Barr, Deputy County Attorney, Pima County Attorney's Office, Civil Division, 32 N Stone Ave, Suite 2100, Tucson, AZ 85701-1412.

2. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between Owner and District and will become effective on the Effective Date.

3. **Exchange of Properties.** District and Owner will exchange the District Property and the Owner Property pursuant to A.R.S. § 48-3603(C.1) (the "**Exchange**"). The District shall publish notice thirty days before the Exchange, listing the ownership and description of the Owner Property and the District Property.

4. **Additional Consideration.** District to pay additional consideration in the sum of Eight Thousand Three Hundred Dollars (\$8,300.00) to Owner at closing to account for the difference in the value of the property being exchanged (the "**Cash Boot**").

5. **Vacant Land.** The parties acknowledge that the Owner Property and the District Property are vacant land and that no personal property is being transferred.

6. **Inspection Rights.**

6.1. Due Diligence Access. Upon execution of this Agreement and until Closing, Owner hereby grants permission to District, District's representatives, and District's authorized agents to enter the Owner Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Upon execution of this Agreement until Closing, District hereby grants permission to Owner, Owner's representatives, and Owner's authorized agents to enter the District Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing.

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

7. Escrow and Title.

7.1. Proration and Closing Costs. Owner shall pay all taxes on the Owner Property to the date of Closing. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, and delivery fees, shall be paid 100% by the District. The District shall be responsible for costs associated with any releases required to transfer title to its property free and clear and any costs associated with the issuance of title insurance for the property it is acquiring or selling.

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

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

7.4. Title Commitment.

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

7.4.2. *Permitted Exceptions*

7.4.2.1. The Closing shall be contingent upon Owner being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit F** hereto (the "*Permitted Exceptions to District Property*"), and the title policy shall be in the amount of \$23.00.

7.4.2.2. The Closing shall be contingent upon District being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit G** hereto (the "*Permitted Exceptions to Owner Property*") and the title policy shall be in the amount of \$8,300.00.

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

7.4.3. *Amended Commitment.* In the event Title Company should issue an Amended Commitment for Title Insurance to one of the parties which discloses an Exception(s) not previously disclosed, that party shall have 15 days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which

to notify the other party and the Escrow Agent in writing of its disapproval of any new Exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, the party receiving the Disapproval Notice shall have 10 days from receipt of the Disapproval Notice in which to notify the disapproving party in writing whether it intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If the party receiving the Disapproval Notice fails to notify the disapproving party of its intent with respect to the disapproved items within that time or if it elects not to cure all disapproved items, the disapproving party may terminate this Agreement and the Escrow shall be canceled. If the Amended Commitment is issued less than 15 days prior to the date of the Closing, then the date of the Closing shall be deemed to be extended until the end of the Disapproval Period and the Notice Period, if applicable; provided however, that Closing must occur as provided in section 11.1.

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

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

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

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

10. **Closing.**

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

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

11. **Representations.**

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

11.2. AS IS. Subject only to the representations of the parties in this Section 12, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

11.3. Wells and Water Rights.

11.3.1. Owner warrants that there are no wells on or water rights associated with the Owner's Property, except as specifically identified on **Exhibit H** attached.

11.3.2. District warrants that there are no wells on or water rights associated with the District's Property, except as specifically identified on **Exhibit I** attached.

11.4. Underground Improvements.

11.4.1. Owner warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other

underground improvements on the Owner Property, except as specifically identified on **Exhibit J** attached.

11.4.2. District warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the District Property, except as specifically identified on **Exhibit K** attached.

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

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

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

15. **Notices.**

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

15.2. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of America that any party from time to time may specify by written notice to the other parties at least 15 days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other parties.

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

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

15.5. Address. District and Owner agree that any notice sent to the address set forth in Sections 1.11 and 1.12 herein shall serve as notice by District or Owner, as the case may be, to the other.

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

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

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

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

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

<u>Exhibit A</u>	Legal Description of District Property
<u>Exhibit A-1</u>	Depiction of District Property
<u>Exhibit B</u>	Legal Description of Owner Property
<u>Exhibit B-1</u>	Depiction of Owner Property
<u>Exhibit C</u>	Legal Description of TCE Area
<u>Exhibit C-1</u>	Depiction of TCE Area
<u>Exhibit D</u>	Form of Special Warranty Deed (District Property)
<u>Exhibit E</u>	Form of Special Warranty Deed (Owner Property)
<u>Exhibit F</u>	Permitted Exceptions to District Property
<u>Exhibit G</u>	Permitted Exceptions to Owner Property
<u>Exhibit H</u>	Owner Property Water Rights
<u>Exhibit I</u>	District Property Water Rights
<u>Exhibit J</u>	Owner Property Underground Improvements
<u>Exhibit K</u>	District Property Underground Improvements

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

**OWNER: NEW HOPE UMC OF TUCSON, ARIZONA,
an Arizona non-profit**

Darlene L. Osborne
Signature

5 July 2023
Date

Darlene L Osborne
Print Name

Finara Chair
Its

Remainder of Page Intentionally Left Blank
District Signatures Follow

**DISTRICT: PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority
of the State of Arizona:**

Adelita Grijalva, Chair of Board of Directors

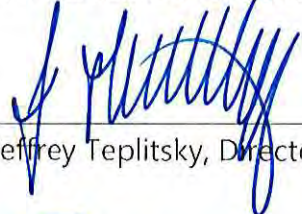
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:

 8/9/2023

Jeffrey Teplitsky, Director, Real Property Services

 8/16/2023

Carmine DeBonis, Jr., Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 08/09/2023

Rachelle Barr, Deputy County Attorney

RPS Acq-1189

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lot 1 of Block 12 of Mission Manor No. 3, a subdivision recorded in Book 9 of Maps and Plats Page 118, recorded in the office of the County Recorder, Pima County, Arizona and being within Section 14, Township 15 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the intersection of Santa Clara Avenue and Calle Medina, a BCSM stamped "RLS23956" to which a BCSM stamped "RLS23956", at the intersection of Santa Clara Avenue and Calle Aragon, bears South $00^{\circ}37'06''$ East a distance of 568.01 feet;

THENCE along the centerline of said Calle Medina, South $89^{\circ}22'58''$ West a distance of 65.00 feet;

THENCE South $00^{\circ}37'02''$ East a distance of 40.00 feet to the south right-of-way line of Calle Median and the north line of Lot 2 of said Block 12;

THENCE along the north line of said Lot 2 South $89^{\circ}22'58''$ West a distance of 150.00 feet to the northwest corner of said Lot 2;

THENCE along the common line to said Lots 1 and 2, South $55^{\circ}04'48''$ East a distance of 215.06 feet to the west right-of-way line of Santa Clara Avenue and southeast corner of said Lot 2 and northeast corner of said Lot 1;

THENCE along the east line of Lot 1, South $00^{\circ}37'06''$ East a distance of 92.22 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 10.36 feet;

THENCE North $54^{\circ}10'02''$ West a distance of 64.86 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 37.42 feet;

THENCE North $20^{\circ}30'20''$ West a distance of 15.00 feet to the beginning of a tangent curve concave to the south having a radius of 96.31 feet and a central angle of $125^{\circ}54'11''$;

THENCE along the arc of said curve to the left a distance of 211.63 feet to a non-tangent point;

THENCE South $00^{\circ}10'07''$ East a distance of 50.83 feet being the **POINT OF BEGINNING**;

THENCE continuing South 00°10'07" East a distance of 12.53 feet;

THENCE South 89°49'53" West a distance of 6.15 feet;

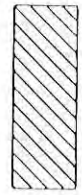
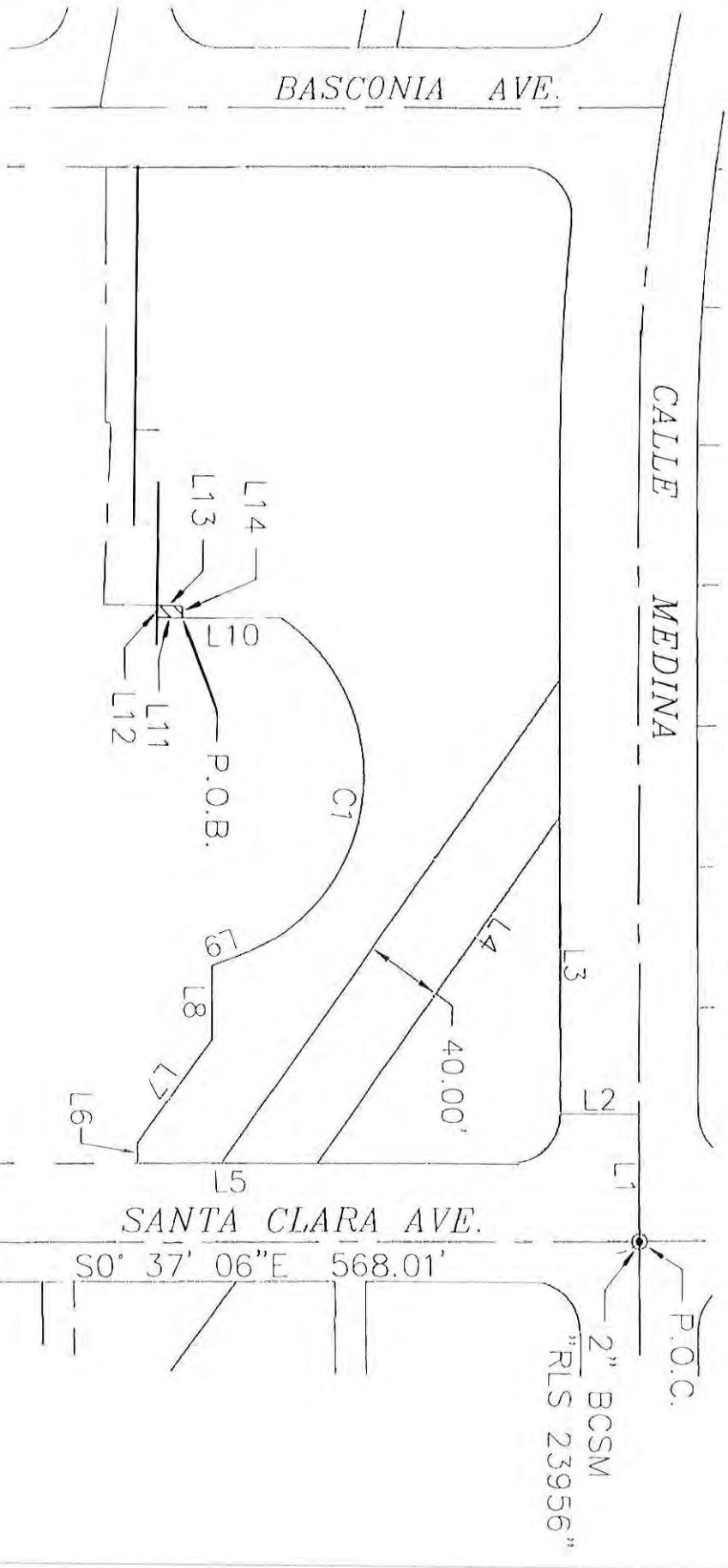
THENCE North 00°00'00" West a distance of 12.55 feet;

THENCE North 90°00'00" East a distance of 6.12 feet to the **POINT OF BEGINNING**.



EXHIBIT A-1

DEPICTION OF EXHIBIT "A"



PARCEL AREA =
77 SQ. FT. +/-

PIMA COUNTY SURVEY

A PORTION OF BLOCK 12 OF MISSION MANOR NO. 3, BK 9, M&P, PG 118
LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 80'

Date: 4 May 2023

Drawn By: AJI

Sheet 1 of 2



DEPICTION OF EXHIBIT "A"

Parcel Line Table		
Line #	Length	Direction
L1	65.00'	S89° 22' 58"W
L2	40.00'	S0° 37' 02"E
L3	150.00'	S89° 22' 58"W
L4	215.06'	S55° 04' 48"E
L5	92.22'	S0° 37' 06"E
L6	10.36'	S89° 49' 53"W
L7	64.86'	N54° 10' 02"W
L8	37.42'	S89° 49' 53"W
L9	15.00'	N20° 30' 20"W
L10	50.83'	S0° 10' 07"E
L11	12.53'	S00° 10' 07"E

Parcel Line Table		
Line #	Length	Direction
L12	6.15'	S89° 49' 53"W
L13	12.55'	N00° 00' 00"W
L14	6.12'	N90° 00' 00"E

Curve Table			
Curve #	Length	Radius	Delta
C1	211.63	96.31	125° 54' 11"



N

PIMA COUNTY SURVEY

A PORTION OF BLOCK 12 OF MISSION MANOR NO. 3, BK 9, M&P, PG 118
 LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: NA

Date: 4 May 2023

Drawn By: AJI

Sheet 2 of 2

EXHIBIT "B"
LEGAL DESCRIPTION

A portion of Lot 1 of Block 12 of Mission Manor No. 3, a subdivision recorded in Book 9 of Maps and Plats Page 118, recorded in the office of the County Recorder, Pima County, Arizona and being within Section 14, Township 15 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the intersection of Santa Clara Avenue and Calle Medina, a BCSM stamped "RLS23956" to which a BCSM stamped "RLS23956", at the intersection of Santa Clara Avenue and Calle Aragon, bears South $00^{\circ}37'06''$ East a distance of 568.01 feet;

THENCE along the centerline of said Calle Medina, South $89^{\circ}22'58''$ West a distance of 65.00 feet;

THENCE South $00^{\circ}37'02''$ East a distance of 40.00 feet to the south right-of-way line of Calle Median and the north line of Lot 2 of said Block 12;

THENCE along the north line of said Lot 2 South $89^{\circ}22'58''$ West a distance of 150.00 feet to the northwest corner of said Lot 2;

THENCE along the common line to said Lots 1 and 2, South $55^{\circ}04'48''$ East a distance of 215.06 feet to the west right-of-way line of Santa Clara Avenue and southeast corner of said Lot 2 and northeast corner of said Lot 1;

THENCE along the east line of Lot 1, South $00^{\circ}37'06''$ East a distance of 92.22 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 10.36 feet;

THENCE North $54^{\circ}10'02''$ West a distance of 64.86 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 37.42 feet;

THENCE North $20^{\circ}30'20''$ West a distance of 15.00 feet to the beginning of a tangent curve concave to the south having a radius of 96.31 feet and a central angle of $125^{\circ}54'11''$;

THENCE along the arc of said curve to the left a distance of 211.63 feet to a non-tangent point;

THENCE South $00^{\circ}10'07''$ East a distance of 63.37 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 6.15 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" West a distance of 27.58 feet;

THENCE North 88°20'31" West a distance of 92.60 feet;

THENCE South 00°19'22" East a distance of 3.00 feet;

THENCE South 89°40'38" West a distance of 129.30 feet to a point on the east right-of-way line of Basconia Avenue and west line of said Lot 1;

THENCE along said west line North 00°37'06" West a distance of 15.98 feet;

THENCE North 89°49'53" East a distance of 133.20 feet;

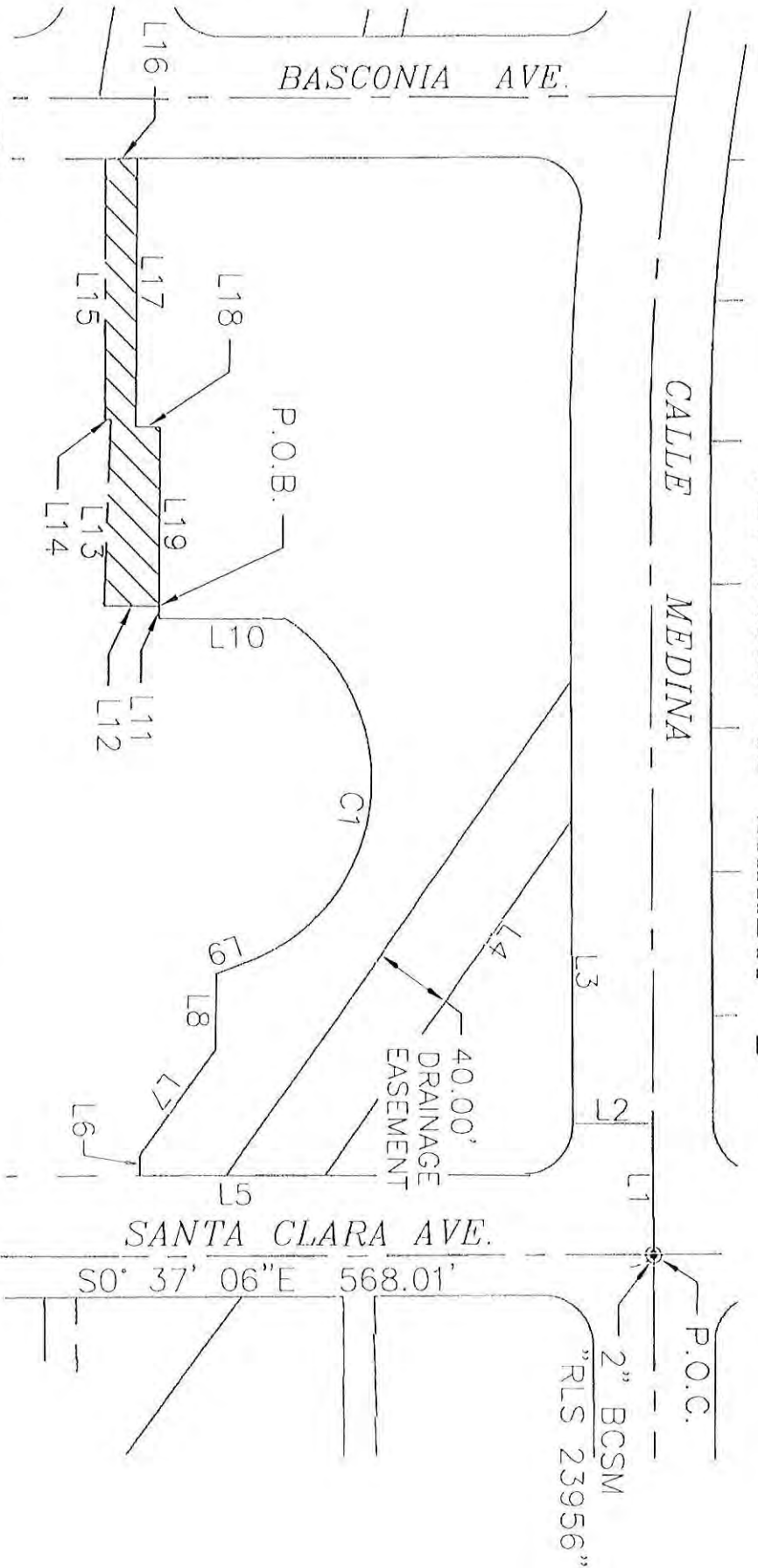
THENCE North 00°10'07" West a distance of 12.00 feet;

THENCE North 89°49'53" East a distance of 88.85 feet to the **POINT OF BEGINNING**.



EXHIBIT B-1

DEPICTION OF EXHIBIT "B"



PIMA COUNTY SURVEY

A PORTION OF BLOCK 12 OF MISSION MANOR NO. 3, BK 9, M&P, PG 118
LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DEPICTION OF EXHIBIT "B"

Parcel Line Table

Line #	Length	Direction
L1	65.00'	S89° 22' 58"W
L2	40.00'	S0° 37' 02"E
L3	150.00'	S89° 22' 58"W
L4	215.06'	S55° 04' 48"E
L5	92.22'	S0° 37' 06"E
L6	10.36'	S89° 49' 53"W
L7	64.86'	N54° 10' 02"W
L8	37.42'	S89° 49' 53"W
L9	15.00'	N20° 30' 20"W
L10	63.37'	S0° 10' 07"E
L11	6.15'	S89° 49' 53"W

Parcel Line Table

Line #	Length	Direction
L12	27.58'	S0° 00' 00"W
L13	92.60'	N88° 20' 31"W
L14	3.00'	S00° 19' 22"E
L15	129.30'	S89° 40' 38"W
L16	15.98'	N0° 37' 06"W
L17	133.20'	N89° 49' 53"E
L18	12.00'	N00° 10' 07"E
L19	88.85'	N89° 49' 53"E

Curve Table

Curve #	Length	Radius	Delta
C1	211.63	96.31	125°54'11"



PIMA COUNTY SURVEY

A PORTION OF BLOCK 12 OF MISSION MANOR NO. 3, BK 9, M&P, PG 118
LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: NA

Date: 5 May 2023

Drawn By: AJI

Sheet 2 of 2



EXHIBIT C (TCE AREA)

LEGAL DESCRIPTION

A portion of Lot 1 of Block 12 of Mission Manor No. 3, a subdivision recorded in Book 9 of Maps and Plats Page 118, recorded in the office of the County Recorder, Pima County, Arizona and being within Section 14, Township 15 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the intersection of Santa Clara Avenue and Calle Medina, a BCSM stamped "RLS23956" to which a BCSM stamped "RLS23956", at the intersection of Santa Clara Avenue and Calle Aragon, bears South $00^{\circ}37'06''$ East a distance of 568.01 feet;

THENCE along the centerline of said Calle Medina, South $89^{\circ}22'58''$ West a distance of 65.00 feet;

THENCE South $00^{\circ}37'02''$ East a distance of 40.00 feet to the south right-of-way line of Calle Median and the north line of Lot 2 of said Block 12;

THENCE along the north line of said Lot 2 South $89^{\circ}22'58''$ West a distance of 150.00 feet to the northwest corner of said Lot 2;

THENCE along the common line to said Lots 1 and 2, South $55^{\circ}04'48''$ East a distance of 215.06 feet to the west right-of-way line of Santa Clara Avenue and southeast corner of said Lot 2 and northeast corner of said Lot 1;

THENCE along the east line of Lot 1, South $00^{\circ}37'06''$ East a distance of 92.22 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 10.36 feet;

THENCE North $54^{\circ}10'02''$ West a distance of 64.86 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 37.42 feet;

THENCE North $20^{\circ}30'20''$ West a distance of 15.00 feet to the beginning of a tangent curve concave to the south having a radius of 96.31 feet and a central angle of $125^{\circ}54'11''$;

THENCE along the arc of said curve to the left a distance of 211.63 feet to a non-tangent point;

THENCE South $00^{\circ}10'07''$ East a distance of 63.37 feet;

THENCE South $89^{\circ}49'53''$ West a distance of 6.15 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" West a distance of 27.58 feet;

THENCE North 88°20'31" West a distance of 92.60 feet;

THENCE South 00°19'22" East a distance of 3.00 feet;

THENCE South 89°40'38" West a distance of 129.30 feet to a point on the east right-of-way line of Basconia Avenue and west line of said Lot 1;

THENCE along said west line North 00°37'06" West a distance of 15.98 feet;

THENCE North 89°49'53" East a distance of 133.20 feet;

THENCE North 00°10'07" West a distance of 12.00 feet;

THENCE North 89°49'53" East a distance of 88.85 feet to the **POINT OF BEGINNING**.



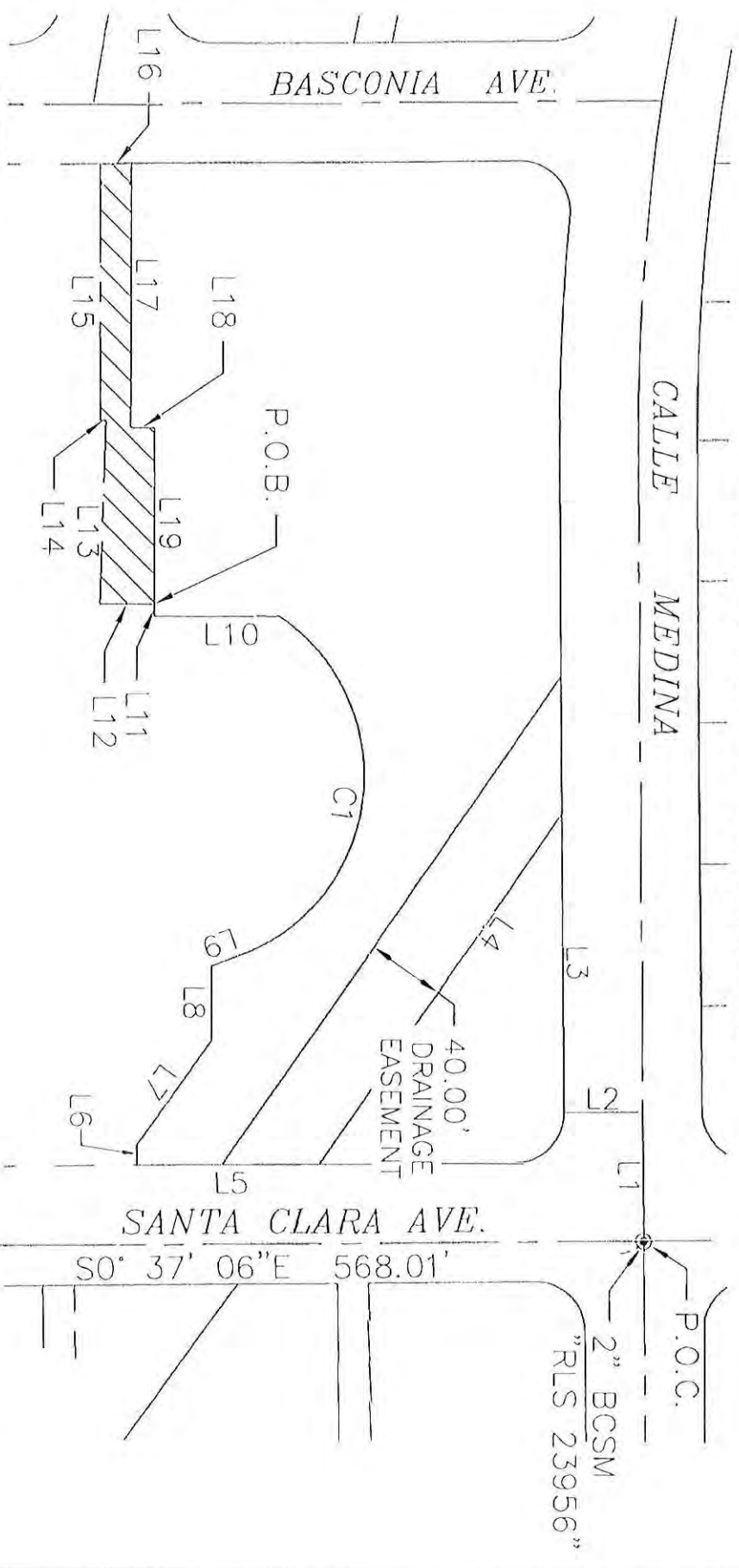
EXHIBIT C-1 (TCE AREA)

DEPICTION OF EXHIBIT "C"

CALLE MEDINA

BASCONIA AVE.

SANTA CLARA AVE.



PARCEL AREA =
0.1014 ACRES +/-

"2" BCSM
"RLS 23956"

PIMA COUNTY SURVEY

A PORTION OF BLOCK 12 OF MISSION MANOR NO. 3, BK 9, M&P, PG 118
LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA



Scale: 1" = 80'

Date: 4 May 2023

Drawn By: AJI

Sheet 1 of 2

DEPICTION OF EXHIBIT "C"

Parcel Line Table		
Line #	Length	Direction
L1	65.00'	S89° 22' 58"W
L2	40.00'	S0° 37' 02"E
L3	150.00'	S89° 22' 58"W
L4	215.06'	S55° 04' 48"E
L5	92.22'	S0° 37' 06"E
L6	10.36'	S89° 49' 53"W
L7	64.86'	N54° 10' 02"W
L8	37.42'	S89° 49' 53"W
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L11	6.15'	S89° 49' 53"W

Parcel Line Table		
Line #	Length	Direction
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L13	92.60'	N88° 20' 31"W
L14	3.00'	S00° 19' 22"E
L15	129.30'	S89° 40' 38"W
L16	15.98'	N0° 37' 06"W
L17	133.20'	N89° 49' 53"E
L18	12.00'	N00° 10' 07"E
L19	88.85'	N89° 49' 53"E

Curve Table			
Curve #	Length	Radius	Delta
C1	211.63	96.31	125°54'11"



PIMA COUNTY SURVEY

A PORTION OF BLOCK 12 OF MISSION MANOR NO. 3, BK 9, M&P, PG 118
 LOCATED IN SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST.
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: NA

Date: 5 May 2023

Drawn By: AJL

Sheet 2 of 2

EXHIBIT "D"

SPECIAL WARRANTY DEED

For valuable consideration, Pima County Flood Control District, a political taxing subdivision of the State of Arizona, ("Grantor") does hereby convey to _____ the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT " "** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT " "** FOR DEPICTION

SUBJECT TO all matters of record.

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

Restrictive Covenant.

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

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

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

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

Dated this _____ day of _____, 2021.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____ as _____ of
_____.

Notary Public

My Commission Expires:

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

Special Warranty Deed To Others

EXHIBIT "E"

SPECIAL WARRANTY DEED

For valuable consideration, I or we, _____
("Grantors"), do hereby convey to Pima County Flood Control District, a political taxing subdivision
of the State of Arizona the following described property situate in Pima County, Arizona:

SEE ATTACHED EXHIBIT " " FOR LEGAL DESCRIPTION AND ATTACHED EXHIBIT " "
FOR DEPICTION

SUBJECT TO all matters of record.

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

Dated this _____ day of _____, 20____.

By: _____

Title: _____

STATE OF ARIZONA)

COUNTY OF PIMA)

) ss

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as _____ of _____.

Notary Public

My Commission Expires:

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

EXHIBIT F

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2025769-2

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

NOTE: Exceptions 1 through 9, inclusive and as shown below, 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. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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 2023.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2025769-2

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) 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. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Established and/or existing roads, roadways, highways, rights-of-way and easements thereof
14. Easements, restrictions, reservations and conditions as set forth on the recorded [plat](#) of said subdivision.
15. Terms and conditions of Sewer Connection Agreement recorded in [Docket 1051, Page 26](#).
16. Easement for underground electric lines and appurtenant facilities, and rights incident thereto, as set forth in instrument recorded in [Docket 6692, Page 691](#).
17. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Docket 497, Page 443](#).
18. Easement for electric transmission or distribution line or system, and rights incident thereto, as set forth in instrument recorded in [Docket 847, Page 182](#).
19. Easement for sewer right of way and rights incident thereto, as set forth in instrument recorded in [Docket 855, Page 166](#).
20. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Docket 3746, Page 643](#).
21. Provisions contained within Airport Disclosure Statement recorded in [Docket 13847, Page 610](#).
22. Matters shown on surveys recorded in [Book 72 of Record of Surveys, Page 13](#) and [Book 2020 of Record of Surveys, Page 2440092](#).
23. Terms and conditions of Agreement to Waive Any Claims Against the City recorded in [Docket 13847, Page 612](#).

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2025769-2

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

24. Terms, conditions, easements, liabilities and/or obligations arising by reason of Temporary Construction Easement recorded in Sequence No. [20221810559](#).
25. Rights of parties in possession.

NOTE: Except as shown herein, no Leases; VEMUR'S; DEUR'S; Environmental liens or activity and use limitations, if any, were found currently recorded against the property as searched at the Pima County Records Office.

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File No.: 2025769-2

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



EXHIBIT G

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2025769

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

NOTE: Exceptions 1 through 9, inclusive and as shown below, 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. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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 2023.

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File No.: 2025769

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) 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. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. Established and/or existing roads, roadways, highways, rights-of-way and easements thereof
14. Easements, restrictions, reservations and conditions as set forth on the recorded [plat](#) of said subdivision.
15. Terms and conditions of Sewer Connection Agreement recorded in [Docket 1051, Page 26](#).
16. Easement for underground electric lines and appurtenant facilities, and rights incident thereto, as set forth in instrument recorded in [Docket 6692, Page 691](#).
17. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Docket 497, Page 443](#).
18. Easement for electric transmission or distribution line or system, and rights incident thereto, as set forth in instrument recorded in [Docket 847, Page 182](#).
19. Easement for sewer right of way and rights incident thereto, as set forth in instrument recorded in [Docket 855, Page 166](#).
20. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in [Docket 3746, Page 643](#).
21. Provisions contained within Airport Disclosure Statement recorded in [Docket 13847, Page 610](#).
22. Matters shown on surveys recorded in [Book 72 of Record of Surveys, Page 13](#) and [Book 2020 of Record of Surveys, Page 2440092](#).
23. Terms and conditions of Agreement to Waive Any Claims Against the City recorded in [Docket 13847, Page 612](#).

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File No.: 2025769

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

24. Terms, conditions, easements, liabilities and/or obligations arising by reason of Temporary Construction Easement recorded in Sequence No. [20221810559](#).
25. Rights of parties in possession.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2025769

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



EXHIBIT “H”

Wells & Water Rights Owner’s Questionnaire

NO WELLS OR WATER RIGHTS

EXHIBIT “I”

Wells & Water Rights District’s Questionnaire

NO WELLS OR WATER RIGHTS

EXHIBIT “J”

Owner’s Disclosure of Underground Improvements

NO UNDERGROUND IMPROVEMENTS

EXHIBIT “K”

District’s Disclosure of Underground Improvements

NO UNDERGROUND IMPROVEMENTS