



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 10, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson, a municipal corporation

***Project Title/Description:**

Exchange Agreement – Acq-1109

***Purpose:**

Pima County Community & Workforce Development Department (the "County") will exchange vacant surplus property located at 329 E. Elvira Road ("Barrio Nopal" Neighborhood), also known as Assessor's Tax Parcel Number 138-16-0230, in T15S/R13E/S13, G&SRM, Pima County, Arizona, for vacant land owned by the City of Tucson (the "City") located at the southeast corner of Drexel Road and Bonney Avenue, known as Tax Parcel Numbers 140-31-1230, -1240 & 1250, in T15S/R14E/S09, G&SRM, Pima County, Arizona. County is proposing to provide affordable housing opportunities for the community on the acquired parcels. City is planning a new public park on the Barrio Nopal parcel.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

County will acquire property from City to build affordable housing opportunities for the community in exchange for unneeded County surplus property located in the Barrio Nopal Neighborhood, allowing the City to create a public park.

***Public Benefit:**

Affordable housing will be available for those in need in our community.

***Metrics Available to Measure Performance:**

The County will acquire from City three tax parcels (2 ac.) of vacant land in exchange for the vacant County owned Barrio Nopal parcel (2.05 ac.). The appraised value of the City parcels is \$232,600. The Barrio Nopal property is valued at \$209,000. City and County have agreed to an even exchange. The County will not be responsible for environmental cleanup on Barrio Nopal property identified in the contract as a cost of \$20,000 as the City has completed their environmental assessment and no additional cleanup is required. County will pay closing costs not to exceed \$6,000.

***Retroactive:**

No

TO: COB 12-20-22 (2)
Vers.: 1
pgs.: 22

DEC19:22PM0353PD

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): 23*0280
Commencement Date: 1/10/2023 Termination Date: 1/9/2024 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 6,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: CWD General Fund**

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

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

Amount This Amendment: \$ _____

***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: 12/16/2022

Deputy County Administrator Signature: _____

Date: 12/19/2022

County Administrator Signature: _____

Date: 12/19/2022



EXCHANGE AGREEMENT – ACQ-1109

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

- 1.1. Owner: City of Tucson, a municipal corporation
- 1.2. County: Pima County, a political subdivision of the State of Arizona
- 1.3. County's Maximum Costs: the sum of (i) County's share of Closing Costs, and (ii) County's share of Prorations, which combined shall not exceed Six Thousand Dollars (\$6,000.00)
- 1.4. Title Company: Stewart Title & Trust of Tucson, 3939 E. Broadway Blvd., Tucson, AZ 85711
- 1.5. Escrow Agent: Paula Woodard, Escrow Officer, phone: (520) 327-7373, email: paula.woodard@stewart.com
- 1.6. Effective Date: the date Owner and County have approved and accepted this Agreement by affixing their signatures. The date County executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.7. County 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's Address: City of Tucson Real Estate Division, Attn: John Cahill, Real Estate Administrator P.O. Box 27210, Tucson, AZ 85726-7210

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

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

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

4. **Additional Consideration.** For the purposes of this Agreement, the County Property and the Owner Property, including any Easements are considered to be of equal value with neither party owing the other additional consideration.

5. **Donation.** Owner acknowledges that if the value of the Owner Property and the Easements exceeds the value of the County Property, the decision to donate the Owner Property and the Easements was made without any undue influence or coercive action of any nature, and Owner hereby waives the right to an appraisal and to just compensation. If Owner obtains an appraisal which determines that the fair market value ("FMV") of the Owner Property is greater than the fair market value of the County Property, then Owner may claim a charitable contribution deduction for federal income tax purposes equal to the difference between the FMV of the Owner Property less the fair market value of the County Property. County agrees to promptly execute IRS Form 8283, and any other form required of a donee by the Internal Revenue Code of 1986, as amended, or any regulation thereunder. County shall have no liability whatsoever arising out of Owner's charitable contribution. The availability of the contribution shall not be a condition to Closing.

6. **Vacant Land.** The parties acknowledge that the Owner Property and the County Property are vacant parcels of land and that no personal property is being transferred.

7. **Inspection Rights.**

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

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

7.2. Right of Entry; Maintenance. As of May 6, 2022, Owner has completed a cleanup of the Owner Property, and hereby grants permission to the County, County's representatives, and County's authorized agents to enter Owner Property for securing the Owner Property. County hereby assumes responsibility for any cleanup of Owner Property up to the close of escrow.

7.3. Environmental Inspection. Each party shall permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. Notwithstanding the County's maintenance obligations in section 7.2, if the investigations reveal the presence of contamination or the need to conduct environmental cleanup on the Owner Property, the County will assume responsibility in an amount not to exceed \$20,000.00. Should investigations reveal the presence of contamination or need for environmental cleanup of the County Property, the County shall conduct a cleanup of its property adequate to bring the property into compliance prior to closing or Owner may terminate this Agreement.

8. **Escrow and Title.**

8.1. 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 County. Each party shall be responsible for costs associated with any releases required to transfer title to its property free and clear and any costs associated with the issuance of title insurance for the property it is acquiring.

8.2. 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 County, upon County's request, to have County execute all of the documents to be executed by County as provided in this Agreement at the office of Escrow Agent that is located the closest to the office of County.

8.3. Title Commitment.

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

8.3.2. *Permitted Exceptions*

8.3.2.1. The Closing shall be contingent upon Owner being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit E** hereto (the "*Permitted Exceptions to County Property*"), and the title policy shall be in the amount of \$209,000.00.

8.3.2.2. The Closing shall be contingent upon County being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit F** hereto (the "*Permitted Exceptions to Owner Property*"), and the title policy shall be in the amount of \$232,600.00.

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

8.3.3. *Amended Commitment.* In the event Title Company should issue an Amended Commitment for Title Insurance to one of the parties which discloses an Exception(s) not previously disclosed, that party shall have 15 days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify the other party and the Escrow Agent in writing of its disapproval of any new Exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, the party receiving the Disapproval Notice shall have 10 days from receipt of the Disapproval Notice in which to notify the disapproving party in writing whether it intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If the party receiving the Disapproval Notice fails to notify the disapproving party of its intent with respect to the disapproved items within that time or if it elects not to cure all disapproved items, the disapproving party may terminate this Agreement and the Escrow shall be canceled. If the Amended Commitment is issued less than 15 days prior to the date of the

Closing, then the date of the Closing shall be deemed to be extended until the end of the Disapproval Period and the Notice Period, if applicable; provided however, that Closing must occur as provided in Section 11.1.

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

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

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

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

11. **Closing.**

11.1. 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.

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

12. **Representations.**

12.1. 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.

12.2. 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 all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

12.3. Wells and Water Rights.

12.3.1. Owner warrants that there are no wells on or water rights associated with the Owner's Property.

12.3.2. County warrants that there are no wells on or water rights associated with the County's Property.

12.4. Underground Improvements.

12.4.1. 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.

12.4.2. County 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 County Property.

13. **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.

14. **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.

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

16. **Notices.**

16.1. 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).

16.2. 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.

16.3. 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.

16.4. 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.

16.5. Address. County and Owner agree that any notice sent to the address set forth in Sections 1.9 and 1.10 herein shall serve as notice by County or Owner, as the case may be, to the other.

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

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

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

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

<u>Exhibit A</u>	Legal Description of County Property
<u>Exhibit A-1</u>	Depiction of County Property
<u>Exhibit B</u>	Legal Description of Owner Property
<u>Exhibit B-1</u>	Depiction of Owner Property
<u>Exhibit C</u>	Form of Special Warranty Deed (County Property)
<u>Exhibit D</u>	Form of Special Warranty Deed (Owner Property)
<u>Exhibit E</u>	Permitted Exceptions to County Property
<u>Exhibit F</u>	Permitted Exceptions to Owner Property

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

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

Sharon Bronson, Chair, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:

 12/1/2022

Jeffrey Teplitsky, Director, Real Property Services

 12/19/2022

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 11/22/2022

Rachelle Barr, Deputy County Attorney

Re: 140-31-1230, 1240 & 1250 (City Parcels)
138-16-0230 (County Parcel)

OWNER: CITY OF TUCSON, a municipal corporation:

By: 
Mayor Regina Romero

ATTEST:


By: 
City Clerk

Date: 11/2/22

APPROVED AS TO FORM:

By: 
Principal Assistant City Attorney

APPROVED AS TO CONTENT:

By: 
Lara Hamway, City of Tucson Parks & Recreation

CONCUR:

By: 
John Cahill, Real Estate Administrator

**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT(S)**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

File No.: 1594350

Lot 22 of GOLDEN DAWN FARMS, according to Book 4 of Maps, Page 98, records of Pima County, Arizona.

This page is only a part of a 2016 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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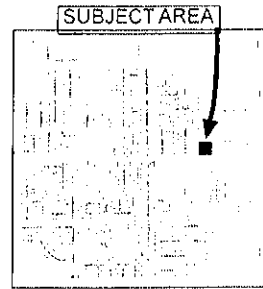
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File No.: 1594350

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

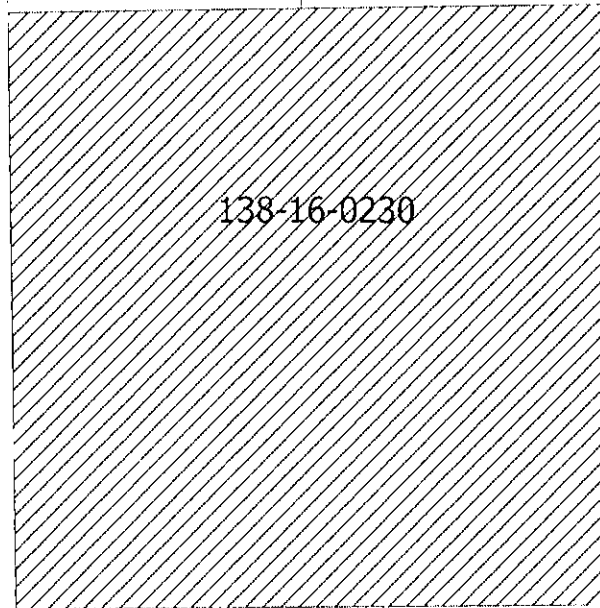


EXHIBIT A-1

SECTION 13
TOWNSHIP 15 SOUTH
RANGE 13 EAST



SECTION 13 G&SRM
PIMA COUNTY, ARIZONA



138-16-0230

ELVIRA RD




220'4

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE DRAWN BY S BUTLER DATE: MAR 2022

LEGEND

 PARCEL
138-16-0230

**ALTA COMMITMENT FOR TITLE INSURANCE
EXHIBIT(S)**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT B

LEGAL DESCRIPTION

File No.: 1594300

Lot 312 of LOS RANCHITOS NO. 8, according to Book 9 of Maps, Page 2, records of Pima County, Arizona.

This page is only a part of a 2016 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. 1594300

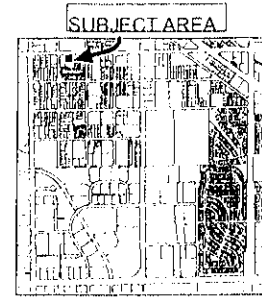
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT B-1

SECTION 09
TOWNSHIP 15 SOUTH
RANGE 14 EAST



SECTION 09 G&SRM
PIMA COUNTY, ARIZONA

DREXEL RD

BONNEY AV

Lot 312

WYATT ST



220'3

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: S BUTLER

DATE: MAR 2022

LEGEND



 140-31-1230, 140-31-1240
 140-31-1250

EXHIBIT C

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 CITY OF TUCSON, a municipal corporation, 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.

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 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.

EXEMPTION: A.R.S. §11-1134.A.3.	Board of Supervisors:	Right of Way [] Parcel [X]
Agent: DH	File #: Acq-1109	P [] De [] Do [] E [X]

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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

EXEMPTION: A.R.S. §11-1134.A.3.	Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: DII	File #: Acq-1109	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>

PIMA COUNTY, a political subdivision of the
State of Arizona

By: _____
Jeffrey Teplitsky, Director, Real Property Services

Date

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 2022, by Jeffrey Teplitsky, as Director of 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 checked="" type="checkbox"/>
Agent: DH	File #: Acq-1109	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>

EXHIBIT D

SPECIAL WARRANTY DEED

For valuable consideration, City of Tucson, a municipal corporation ("Grantor"), 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 AND ATTACHED **EXHIBIT "A-1"** FOR DEPICTIONS

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 _____, 2022.

ATTEST:

GRANTOR: City of Tucson, a municipal Corporation

By: _____

City Clerk

Mayor Regina Romero

APPROVED AS TO FORM:

Principal Assistant City Attorney

STATE OF ARIZONA)

) ss

COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2022, by Regina Romero as Mayor and _____ as City Clerk of Tucson, a municipal corporation, as Act of said unicipal corporation.

Notary Public

My Commission Expires:

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: DH	File #: Acq-1109	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input checked="" type="checkbox"/>

EXHIBIT E

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1594350

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 2022.

This page is only a part of a 2016 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.: 1594350

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)



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. 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. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.

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.

This page is only a part of a 2016 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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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)



EXHIBIT F

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 1594300

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 2022

This page is only a part of a 2016 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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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)



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. 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. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
14. Provisions contained within Resolution No. 13977, regarding future fire station site, as set forth in Docket 8014, Page 667.

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.

This page is only a part of a 2016 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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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

