



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

Requested Board Meeting Date: April 18, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Arizona Board of Regents ("ABOR")

Project Title/Description:

Santa Cruz River: Camino del Cerro to Grant/Exchange of Property between Pima County Regional Flood Control District (the "District") and ABOR (Acq-0033 & Acq-0034)

Purpose:

The District owns property consisting of tax parcel 107-03-161B and property known as the Bouchet Ditch (the "District Property"). Based on an examination of title, ABOR owns property consisting of portions of tax parcels 107-02-002A & 107-02-0050, all located in T13S, R13E, S34, G & SRM, Pima County, Arizona (the "Exchange Property"). The District Property and the Exchange Property are depicted on the attached map. District desires to acquire the Exchange Property which contains existing bank protection. ABOR is currently encroaching on the District's property and desires to resolve the encroachment by acquiring the District Property. The values of the District Property and the Exchange Property are substantially equal in value in accordance with Arizona Revised Statutes §48-4360(C)(1)(2) and §9-407(A). Notice of the exchange was published pursuant to Arizona Revised Code §39-204.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

The District will acquire river channel property needed to maintain existing bank protection along the Santa Cruz River via an exchange with ABOR for District surplus property that ABOR is encroaching on.

Public Benefit:

The District will have the right to maintain bank protection along the Santa Cruz River to protect the public from potential future flood waters.

Metrics Available to Measure Performance:

District will acquire 16.24 ac. of river channel property in exchange for 42,250 sq. ft. of surplus property for a not to exceed amount of \$2,000.00 in closing costs.

Retroactive:

N/A

To: CoB- 3-28-17 (3)
Ver. - 1
pgs. 48

Procure Dept 03/24/17 PM09:31

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 17*0318
Effective Date: 4/18/2017 Termination Date: 8/18/2017 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 2,000.00 ☐ Revenue Amount: \$ _____
Funding Source(s): Tax Levy

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Dana Hausman

Department: Public Works - Real Property Telephone: 724-6713

Department Director Signature/Date: [Signature] 3-14-2017

Deputy County Administrator Signature/Date: [Signature] 3/23/17

County Administrator Signature/Date: [Signature] 3/23/17
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Santa Cruz River: Camino del Cerro to Grant - Exchange Agreement</p> <p>PARTIES: Arizona Board of Regents</p> <p>AMOUNT: Not to Exceed \$2,000.00</p> <p>FUNDING: Tax Levy</p>	<table border="1"> <tr> <td data-bbox="927 317 1438 583"> <p align="center">CONTRACT</p> <p>NO. <u>CT-PW-17-318</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </td> </tr> </table>	<p align="center">CONTRACT</p> <p>NO. <u>CT-PW-17-318</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>
<p align="center">CONTRACT</p> <p>NO. <u>CT-PW-17-318</u></p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>		

EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, ARIZONA BOARD OF REGENTS, for and on behalf of the University of Arizona, who acquired title as Board of Regents, University of Arizona, ("ABOR"), and PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Board of Directors signed it.

2. **Exchange Properties.**

2.1. District owns the property legally described on **Exhibit A** and depicted on **Exhibit A-1** (the "**District Property**").

2.2. ABOR may have an interest in the property legally described on **Exhibit B** and depicted on **Exhibit B-1** (the "**Exchange Property**").

2.3. District and ABOR shall exchange the District Property and the Exchange Property pursuant to A.R.S. § 9-407 (the "**Exchange**"). The District shall publish notice four consecutive times before the Exchange, listing the ownership and description of the Exchange Property and the District Property. The District and ABOR recognize that the value of the District Property and the Exchange Property may not be identical, but that the public interest is served through this Exchange, and that each is receiving fair value as a result of the Exchange.

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

4. **Inspection Rights.**

4.1. Access and Possession. Upon execution of this Agreement and until Closing, ABOR hereby grants permission to District, District's representatives, and District's authorized agents to enter the Exchange 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 ABOR, ABOR's representatives, and ABOR'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

4.2. 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, the other party shall have the option to accept the property in an as-is, where-is condition, or to terminate this Agreement with no further obligation on the part of either party.

5. **Escrow and Title.**

5.1. Proration and Closing Costs. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, and releases, shall be paid 50% by the District and 50% by ABOR. Total expenses and closings costs to be paid by District shall not exceed \$2,000.00.

5.2. Escrow and Title Agent. The Title Company and Escrow Agent shall be Stewart Title ("**Title Company**"), Kim Moss ("**Escrow Agent**") and this Agreement shall be used as escrow instructions in connection with the escrow established 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.

5.3. Title Commitment.

5.3.1. *Commitment.* Escrow Agent will distribute to District a Commitment for Standard Owner's Title Insurance on the Exchange Property (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 ABOR 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 ABOR's policy of title insurance.

5.3.2. *Permitted Exceptions*

5.3.2.1. ABOR shall deliver title to the Exchange Property at Closing subject to all matters of record, but the Closing shall be contingent upon District being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit C** hereto (the "***Permitted Exceptions to Exchange Property***") and the title policy shall be in the amount of \$88,700.00.

5.3.2.2. District shall deliver title to the District Property pursuant to the provisions of Section 11.2 hereof, subject to all matters of record, but the Closing shall be contingent upon ABOR being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit D** hereto (the "***Permitted Exceptions to District Property***"), and the title policy shall be in the amount of \$78,500.00.

5.3.2.3. Conveyance of the District Property shall be by Special Warranty Deed and conveyance of the Exchange Property shall be by Quit Claim 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. The Closing of this transaction shall be contingent upon the Title Company insuring title to District subject only to the Permitted Exceptions to Exchange Property, and insuring title to ABOR subject only to the Permitted Exceptions to District Property. The Quit Claim to the Exchange Property shall be in the form attached hereto as **Exhibit E**, and shall contain the various reservations set forth therein. The Special Warranty Deed to the District Property shall be in the form attached hereto as **Exhibit F**.

5.3.3. *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.

6. **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 Exchange Property, free and clear of all liens and encumbrances.

7. **Closing Documents.**

7.1. District shall execute and deliver to Escrow Agent a special warranty deed conveying title to the District Property to ABOR as provided in form attached hereto.

7.2. At Closing, ABOR shall execute and deliver to Escrow Agent a quit claim deed to the Exchange Property in form attached hereto.

8. **Closing Date.** Closing pursuant to this Agreement shall take place on or before July 19, 2017.

9. **Representations.**

9.1. 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.

9.2. Subject only to the representations of the parties in this Section 10, 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 is 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.

10. **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.

11. **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 any one claiming to have been employed for this transaction.

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

13. **Notices.**

13.1. 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 below).

13.2. 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.

13.3. 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.

13.4. 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.

13.5. Address. District and ABOR agree that any notice sent to the address set forth below shall serve as notice by District or ABOR, as the case may be, to the other:

If to District:

Neil J. Konigsberg, Manager
Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701
Telephone: 520.724.6313
E-mail: neil.konigsberg@pima.gov

If to ABOR:

Bruce M. Vaughan, Director, Real Estate
University of Arizona
Planning, Design & Construction
220 W. Sixth Street
PO Box 210300
Tucson, AZ 85721-0300
Telephone: 520.621.1813
E-mail: bvaughan@email.arizona.edu

14. **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 either party 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.

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

16. **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.

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

18. **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 Exchange Property
<u>Exhibit B-1</u>	Depiction of Exchange Property
<u>Exhibit C</u>	Permitted Exceptions to Exchange Property
<u>Exhibit D</u>	Permitted Exceptions to District Property
<u>Exhibit E</u>	Form of Quit Claim Deed (Exchange Parcel)
<u>Exhibit F</u>	Form of Special Warranty Deed (District Parcel)

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

ABOR: ARIZONA BOARD OF REGENTS, for and on behalf of the University of Arizona, who acquired title as Board of Regents, University of Arizona

Signature

Date

Print Name

Its

[Rest of Page Intentionally Left Blank]

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

Chair, Board of Directors

Date

ATTEST:

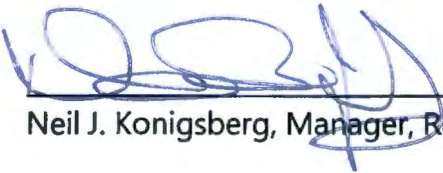
Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:

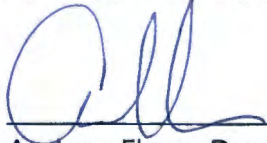


Carmine DeBonis, Deputy County Administrator for
Public Works

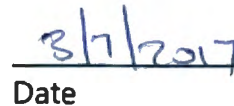


Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



Andrew Flagg, Deputy County Attorney


Date

TAX PARCEL NUMBERS: 107-03-161B & 107-02-003A



**EXHIBIT A
LEGAL DESCRIPTION**

A portion of the northeast quarter of the southwest quarter of Section 34, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying entirely within that certain parcel known as "Bourchet Ditch" described in Docket 11705 at Page 4524 and entirely within that certain parcel described in Docket 10963 at Page 798 at the Pima County Recorders Office.

The boundaries of said portion being more particularly described as follows;

Commencing at the West quarter corner of said Section 34, said corner being a found ½ inch reinforcement bar tagged "RLS 18211", from this corner a found 2 inch brass cap in concrete in hand hole with punch only at the Southwest corner of said Section 34 bears South 0°12'15" East, 2639.96 feet, this West line of the southwest quarter of said Section 34 being the Basis of Bearing for this description;

Thence South 89°11'39" East, 1314.91 feet along the north line of the southwest quarter of said Section 34 to the Point of Beginning at the northwest corner of herein described parcel;

Thence continuing South 89°11'39" East, 278.64 feet along the north line of said parcels and said southwest quarter, from this point a found ¾ inch Brass Pin in concrete in hand hole at the East quarter corner of said Section 34 bears South 89°11'39" East, 3589.56 feet;

Thence South 53°00'05" East, 312.32 feet along the northeasterly line of said parcel known as "Bourchet Ditch";

Thence North 88°32'47" West, 183.06 feet;

Thence North 60°08'24" West, 162.93 feet to a point of curvature on a non-tangent curve concave northeasterly with a local radial bearing of South 18°12'02" West;

Thence northwesterly along the arc of said curve to the right, having a radius of 710.00 feet, through a central angle of 18°37'11", for an arc length of 230.73 feet to a point of non-tangency with a local radial bearing of South 36°49'13" West and the Point of Beginning.



EXPIRES 9/30/2017

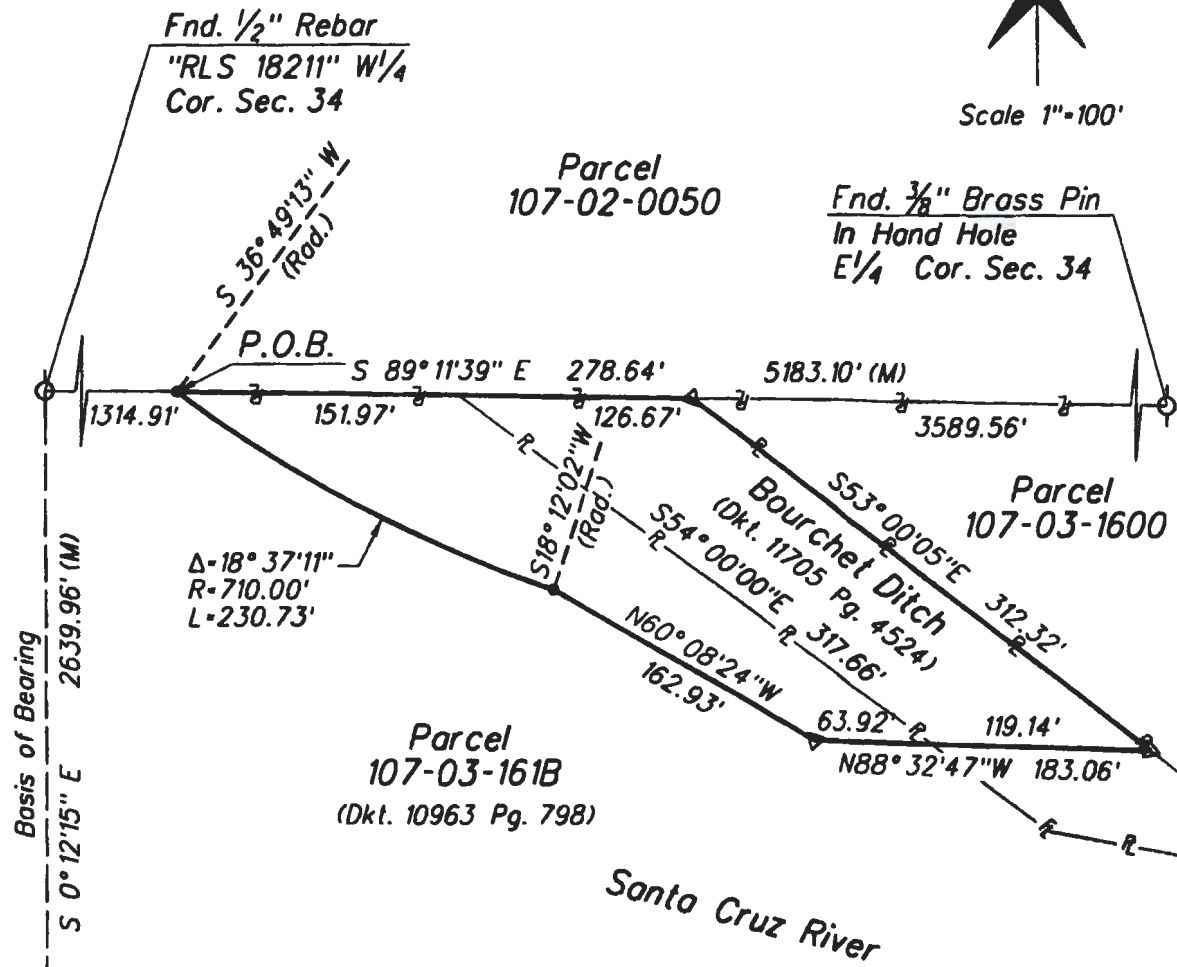
hdrinc.com

1 South Church Avenue, Suite 625
Tucson, AZ 85701-1612

Parcel_PCRFCD-107-03-1618_legal description.doc

August 4, 2015
Page 1 of 2

EXHIBIT A-1



Pima County Flood Control District



DEPICTION OF EXHIBIT A
PROJECT NO. 5PRSCR, PG. 2 OF 2
PARCEL MAP NO.
107-03-161B AND
BOURCHET DITCH
NE 1/4 SW 1/4 SEC. 34,
T13S, R13E, G.&S.R.M.



EXPIRES 9/30/2017

ASSESSORS DATA		OWNERS NAME		GROSS AREA		AREA REQ'D		REMAINDER	
PARCEL ID NO.	107-03-161B	PCFCD	BOURCHET DITCH	13.15 AC	1.76 AC	0.46 AC	0.51 AC	12.69 AC	1.25 AC

		Date
Designed	FDA LJB	8/4/15
Drawn	ATS	8/4/15
Checked	FDA	8/4/15
Proj. Surv.	LJB	8/4/15



EXHIBIT B

LEGAL DESCRIPTION

A portion of the northwest quarter of Section 34, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying entirely within those certain parcels described in Book 129 at Page 1 of Deeds at the Pima County Records Office.

The boundaries of said portion being more particularly described as follows;

Commencing at the North quarter corner of Section 34, said corner being a found 2 inch brass disc in hand hole with a punch only;

Thence North 89°06'50" West, 2271.27 feet along the North line of the northwest quarter of Section 34, from this point a found 2 inch brass disc in concrete stamped "RLS 13189, WC, 150.00" bears North 89°06'50" West, 166.32 feet, said North line being the Basis of Bearing for this description;

Thence South 0°53'10" West, 30.00 feet to the Point of Beginning, said point lying on North line of said parcel;

Thence North 89°06'50" West, 315.74 feet along said North parcel line which is parallel with and 30.00 feet southerly from the North line of the said northwest quarter of Section 34 to a point lying on the West line of the said northwest quarter of Section 34 and West line of said Parcel, from this point the corner common to Sections 27, 28, 33 and 34 being a found ½ inch rebar tagged "RLS 18211" bears North 0°13'26" West, 30.01 feet, from said corner a found 2 inch brass cap in concrete stamped "RLS 13189, WC, 154.00" bears North 0°08'53" West, 154.00 feet;

Thence South 0°13'26" East, 17.48 feet along said West line of Section 34 and said West parcel line to the Santa Cruz River approximated by centerline defined on Pima County construction plan 4BSGFL at the Pima County Engineers Office;

Thence South 46°58'39" East, 687.84 feet following the Santa Cruz River along said centerline and said West parcel line to a point of curvature on a tangent curve concave southwesterly;

Thence southeasterly along the arc of said curve to the right, having a radius of 1000.00 feet, through a central angle of 48°39'00", for an arc length of 849.10 feet following the Santa Cruz River along said centerline and said West parcel line to a point of tangency;

Thence South 1°40'21" West, 779.88 feet following the Santa Cruz River along said centerline and said West parcel line to a point of curvature on a tangent curve concave northeasterly;



EXHIBIT B (con't)

Thence southeasterly along the arc of said curve to the left, having a radius of 955.00 feet, through a central angle of $38^{\circ}17'57''$, for an arc length of 638.37 feet following the Santa Cruz River along said centerline and said West parcel line to a point of non-tangency lying on the South line of said northwest quarter of Section 34, from said point the West quarter corner of Section 34 being a found $\frac{1}{2}$ inch bent rebar tagged "RLS 18211" bears North $89^{\circ}11'39''$ West, 975.49' feet

Thence South $89^{\circ}11'39''$ East, 340.83 feet along the West-East mid-section line of said Section 34 and South line of said parcel, from this point a found $\frac{3}{8}$ inch brass pin in hand hole at the East quarter corner of said Section 34 bears South $89^{\circ}11'39''$ East, 3866.79 feet, point being a point of curvature on a non-tangent curve concave northeasterly with a local radial bearing of South $36^{\circ}32'03''$ West;

Thence northwesterly along the arc of said curve to the right, having a radius of 715.08 feet, through a central angle of $55^{\circ}08'39''$, for an arc length of 688.23 feet to a point of tangency;

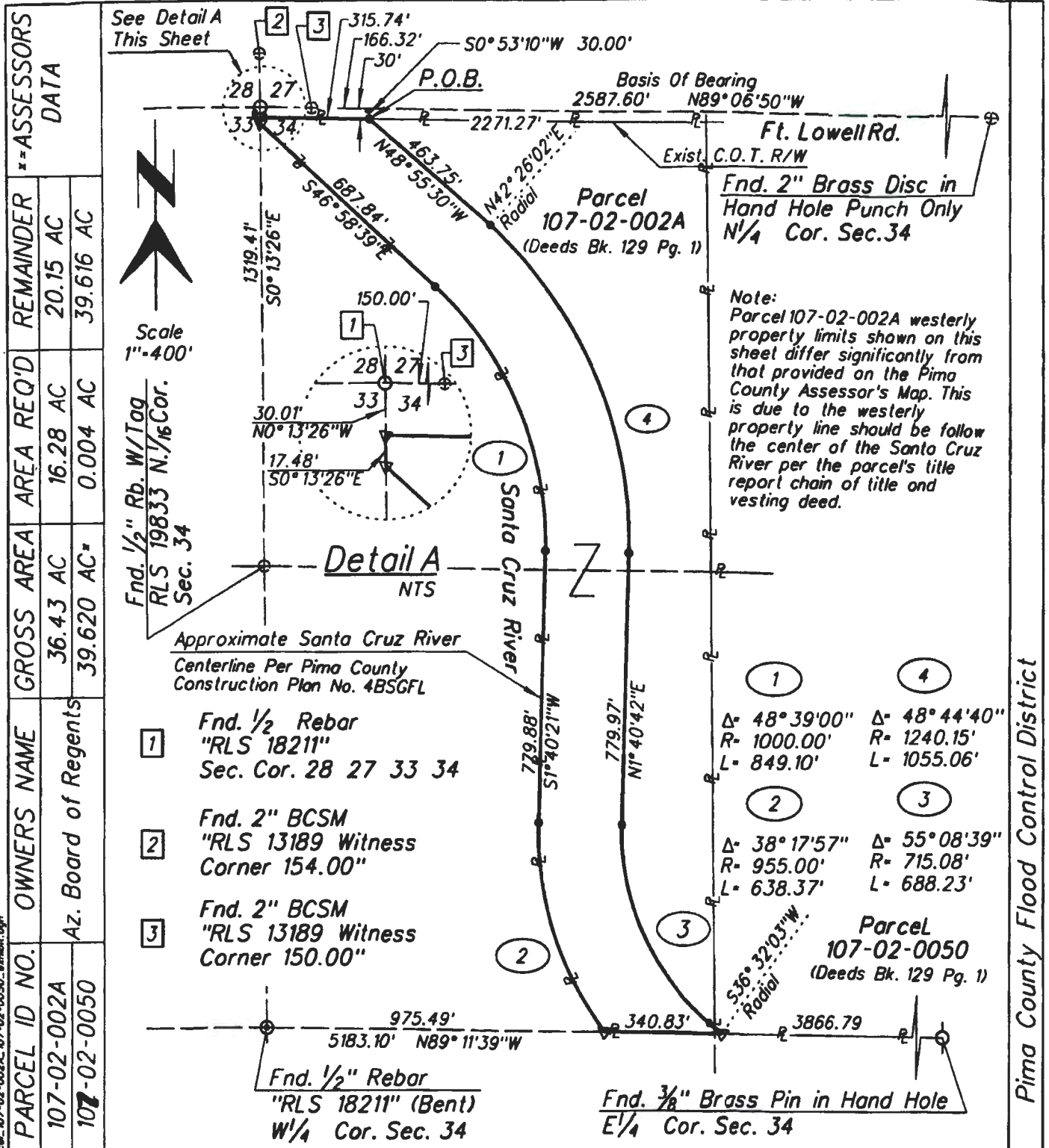
Thence North $1^{\circ}40'42''$ East, 779.97 feet to a point of curvature on a tangent curve concave southwesterly;

Thence northwesterly along the arc of said curve to the left, having a radius of 1240.15 feet, through a central angle of $48^{\circ}44'40''$, for an arc length of 1055.06 feet to a point of non-tangency with a local radial bearing of North $42^{\circ}56'02''$ East;

Thence North $48^{\circ}55'30''$ West, 463.75 feet to the Point of Beginning.



EXHIBIT B-1



Pima County Flood Control District

HR

DEPICTION OF EXHIBIT
PROJECT NO. 5PRSCR, Pg. 3 OF 3
PARCEL MAP NO.
107-02-002A AND
107-02-0050
POR. W 1/2 SEC. 34,
T13S, R13E, G.&S.R.M.



EXPIRES 9/30/2017

		Date
Designed	FDA LJB	8/4/15
Drawn	AYJ	8/4/15
Checked	FDA	8/4/15
Proj. Engr.	LJB	8/4/15

EXHIBIT C
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-22691

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2016.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patent from the United States of America recorded in Book 11 of Deeds, page 223.
5. Terms, conditions and restrictions as set forth in Water Agreement recorded in Book 4 of Miscellaneous Records, page 117.
6. All water rights, dams, ditches or acequias appurtenant to the Northwest quarter of Section 34 as set forth in Book 30 of Deeds, page 598; in Book 35 of Deeds, page 188; in Book 36 of Deeds, page 100 and in Book 52 of Deeds, page 323.
7. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Book 52 of Deeds, pages 137 and 348.
8. Those specific rights in regards to the Santa Cruz River as set forth in Book 52 of Deeds, page 323.
9. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 64 of Deeds, pages 472, 479 and 485.
10. Terms and conditions of Contract and Grant of Easement recorded in Docket 87, page 436.
11. Terms and conditions of Contract and Grant of Easement for electric transmission and distribution lines recorded in Docket 110, page 549.
12. Easement for existing canals, water pipes, conduits, ditches, poles, electric and telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Book 129 of Deeds, page 1.
13. Easement for canals, ditches and right to maintain repair same, power lines and rights incident thereto, as set forth in instrument recorded in Book 132 of Deeds, page 605.
14. Easement for maintenance of power lines and to remove poles and equipment at termination and rights incident thereto, as set forth in instrument recorded in Docket Book 132 of Deeds, page 605.
15. Ambiguity of the legal descriptions contained in various instruments resulting from the indefinite locate/definition of

EXHIBIT C (con't)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-22691

- the boundaries of the Santa Cruz River; some instruments being recorded in Book 129 of Deeds, page 1 and in Book 149 of Deeds, page 382.
16. Easement for maintenance of power lines as now constructed with right of removal of poles and equipment at termination of easement and rights incident thereto, as set forth in instrument recorded in Book 149 of Deeds, page 382.
 17. A perpetual easement to Arizona State Highway Department and rights incident thereto, as disclosed in instrument recorded in Book 149 of Deeds, page 382.
 18. Right of way and all existing roads and ditches as set forth in Book 149 of Deeds, page 382.
 19. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Docket 351, page 43.
 20. Terms and conditions of Sewer Connection Agreement recorded in Docket 366, page 71.
 21. Easement for pipelines and rights incident thereto, as set forth in instrument recorded in Docket 878, page 289.
 22. Easement for pipelines and rights incident thereto, as set forth in instrument recorded in Docket 893, page 420.
 23. Easements as set forth in Resolution No. 3270 for pipelines recorded in Docket 904, page 9.
 24. Terms and conditions as set forth in License recorded in Docket 915, page 170.
 25. Terms and conditions of License for ingress and egress for the removal of road construction material recorded in Docket 1391, pages 581, 586 and 591; in Docket 1513, pages 507, 512, 517, 523; and in Docket 1842, pages 110 and 115; in Docket 1864, page 357 and in Docket 1908, page 375.
 26. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 2295, page 248.
 27. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 2636, pages 291 and 303.
 28. Easement for gas lines and rights incident thereto, as set forth in instrument recorded in Docket 6391, page 618.
 29. Easement for gas lines and rights incident thereto, as set forth in instrument recorded in Docket 6410, page 846.
 30. Terms and conditions of USA Department of Energy Western Area Power Administration for transmission line recorded in Docket 7703, page 861.
 31. Easement for right of way and rights incident thereto, as set forth in instrument recorded in Docket 7726, page 1548.
 32. Provisions within Resolution No. 13330 regarding water systems recorded in Docket 7773, page 1714.
 33. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 8430, page 819.
 34. Easement for water lines and rights incident thereto, as set forth in instrument recorded in Docket 9675, page 607.
 35. Terms and conditions as set forth in easement for Jetty System and rights incident thereto, as set forth in

EXHIBIT C (con't)
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-22691

instrument recorded in Docket 10387, page 574.

36. Easement for sewer and rights incident thereto, as set forth in instrument recorded in Docket 11604, page 1426.
37. The effect, if any of map attached to instrument recorded in Docket 11802, page 881.
38. Matters shown on survey recorded in Book 60 of Record of Survey, page 16.
39. Any adverse claim based upon the assertion that:
 - a) Some portion of said land has been created by artificial means or has accreted to such portion so created;
 - b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River, or has been formed by accretion to any such portion;
 - c) Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River;
 - d) Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river.
40. The rights of the United States of America, the State of Arizona and/or other parties to any portion of the within property lying within the bed, or former bed, of any water course, as that term is defined under Arizona law.
41. Liabilities and obligations imposed upon said land by reason of its inclusion within Flowing Wells Irrigation District and Santa Cruz Irrigation District.
42. Any rights or encroachments by reason of common improvements shared by the property described in Schedule A and that property located adjacent of the subject property which are not disclosed by those public records which impart constructive notice.
43. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

EXHIBIT D

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-11238

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2015.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. The ambiguity of the legal description of the Bourchet Ditch as recorded in Book 33 of Deeds, page 463. Said Bourchet Ditch also shown on Pima County Assessor's Map.
5. Reservations, exceptions, easements or rights in Patent from the United States of America recorded in Book 52 of Deeds, page 229.
6. All water rights, and appropriations and all wells, acequias, ditches, flume, canals, reservoirs, pumps used in storage, lifting or conveyance of water for irrigation as set forth in Book 52 of Deeds, page 335.
7. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Book 64 of Deeds, pages 472, 485 and 479.
8. Easement for canals, ditches and rights to maintain and repair same, and rights incident thereto, as set forth in instrument recorded in Book 132 of Deeds, page 605.
9. Easement for maintenance of power lines and removal of poles and equipment at termination, and rights incident thereto, as set forth in instrument recorded in Book 132 of Deeds, page 605.
10. Terms and conditions of Sewer Connection Agreement recorded in Docket 366, page 71.
11. Terms and conditions of License to remove materials recorded in Docket 1513, pages 507 and 523; and in Docket 1842, page 110.
12. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 2288, page 541.
13. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 6621, page 875.
14. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 7703, page 861.

EXHIBIT D (con't)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-11238

15. Provisions within Resolution No. 13330 – El Rio Vicinity Reclaimed Water System recorded in Docket 7773, page 1714.
16. Easement for water pipes, and rights incident thereto, as set forth in instrument recorded in Docket 7773, page 1725.
17. Easement for electric transmission lines or systems and communication facilities, and rights incident thereto, as set forth in instrument recorded in Docket 12111, page 522.
18. Matters shown on survey recorded in Book 60 of Maps, page 16 and in Book 70 of Record of Surveys at page 53.
19. Any adverse claim based upon the assertion that:
 - a) Some portion of said land has been created by artificial means or has accreted to such portion so created;
 - b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River, or has been formed by accretion to any such portion;
 - c) Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River;
 - d) Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river; Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river.
20. The rights of the United States of America, the State of Arizona and/or other parties to any portion of the within property lying within the bed, or former bed, of any water course, as that term is defined under Arizona law.
21. Liabilities and obligations imposed upon said land by reason of its inclusion within Flowing Wells Irrigation District and Santa Cruz Irrigation District.
22. Failure of the Pima County Assessor to properly assess caption property.
23. Terms, conditions and restrictions as set forth in Water Agreement recorded in Book 4 of Miscellaneous Records, page 117.
24. Easement for telephone lines and rights incident thereto, as set forth in instrument recorded in Book 52 of Deeds, pages 142 and 348 and irrigation systems in Book 56 of Deeds, page 585.
25. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 68 of Deeds, page 223..
26. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 92 of Miscellaneous Records at page 550 and in Book 111 of Miscellaneous Records at page 266
27. Terms and conditions of License for ingress/egress for the removal of road construction materials recorded in Docket 1391, pages 581 and 586; in Docket 1513, pages 507 and 523; in Docket 1842, pages 110 and 115.
28. Easement for rectifier pole as shown on drawing attached to instrument recorded in Docket 2286, page 264.
29. The ambiguity of legal descriptions contained within instrument resulting from the indefinite location/definition of the boundaries of the Santa Cruz River and reference as recorded in Docket 10942, page 3381 and re-recorded in Docket 10963, page 798.
30. Failure of the diagram (map) attached to instrument to properly depict the entire legal description contained within

EXHIBIT D (con't)

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

File No.: 05504-11238

Warranty Deed recoded in Docket 10942, page 3381 and re-recorded in Docket 10963, page 798.

31. Matters shown on survey recorded in Book 21 of Maps, page 88.

32. Lack of recorded access to and from a dedicated street, highway, road or right of way.

EXHIBIT "E"

QUIT CLAIM DEED

For valuable consideration, _____
("Grantor"), hereby quit claims to **Pima County Flood Control District**, a political taxing subdivision
of the State of Arizona, all its right, title and interest in the following described property situate in
Pima County, Arizona, together with all rights and privileges appurtenant thereto.

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT
"A-1"** FOR DEPICTION

Dated this _____ day of _____, 20____

By: _____

Title: _____

State of Arizona

County of Pima

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

Notary Public

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

QCD to PCFCD

EXHIBIT "F"

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 "A"** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT "A-1"** 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 <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent:	File #:	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Dated this _____ day of _____, 2017.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2017, 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

ORDINANCE NO. 2017-FC__

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE PIMA COUNTY FLOOD CONTROL DISTRICT AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY IN AND ALONG THE SANTA CRUZ RIVER NORTH OF GRANT ROAD WITH THE ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF THE UNIVERSITY OF ARIZONA.

The Board of Directors of the Pima County Flood Control District finds that:

1. The Pima County Flood Control District ("District") owns real property in and along the Santa Cruz River identified as a portion of Pima County Assessor Tax Parcel Number 107-03-161B along with a portion of adjacent property referred to as the Bouchet Ditch ("District Property").
2. The Arizona Board of Regents, on behalf of the University of Arizona ("ABOR"), may have an interest in real property in and along the Santa Cruz River identified by Pima County Assessor Tax Parcel Number 107-02-003A ("Exchange Property").
3. District desires to convey to ABOR the District Property in exchange for ABOR's conveyance of the Exchange Property to the District, as provided the Exchange Agreement attached as **Exhibit A**.
4. The fair market values of the District Property and the Exchange Property are substantially equivalent.
5. District has authority to exchange real property with ABOR under A.R.S. §§ 9-407 and 48-3603.

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE PIMA COUNTY FLOOD CONTROL DISTRICT:

Section 1. The Pima County Flood Control District is hereby authorized to convey to ABOR the District Property, in exchange for ABOR's conveyance of the Exchange Property to the District, as provided in the Exchange Agreement attached as **Exhibit A**.

Section 2. The Chair of the Pima County Flood Control District Board of Directors is hereby authorized and directed to execute the Exchange Agreement in the form attached as **Exhibit A**.

Section 3. The various District officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Ordinance.

PASSED AND ADOPTED by the Board of Directors of the Pima County Flood Control District
this

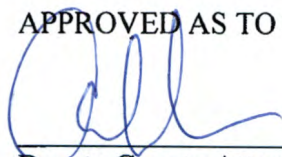
_____ day of _____, 2017.

Chair, Pima County Flood Control District Board of
Directors

ATTEST:

Clerk of Board

APPROVED AS TO FORM:



Deputy County Attorney

ANDREW FLAGG

EXHIBIT "A"

PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES	
PROJECT: Santa Cruz River: Camino del Cerro to Grant - Exchange Agreement	
PARTIES: Arizona Board of Regents	
AMOUNT: Not to Exceed \$2,000.00	
FUNDING: Tax Levy	

EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, ARIZONA BOARD OF REGENTS, for and on behalf of the University of Arizona, who acquired title as Board of Regents, University of Arizona, ("ABOR"), and PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Board of Directors signed it.

2. **Exchange Properties.**

2.1. District owns the property legally described on Exhibit A and depicted on Exhibit A-1 (the "**District Property**").

2.2. ABOR may have an interest in the property legally described on Exhibit B and depicted on Exhibit B-1 (the "**Exchange Property**").

2.3. District and ABOR shall exchange the District Property and the Exchange Property pursuant to A.R.S. § 9-407 (the "**Exchange**"). The District shall publish notice four consecutive times before the Exchange, listing the ownership and description of the Exchange Property and the District Property. The District and ABOR recognize that the value of the District Property and the Exchange Property may not be identical, but that the public interest is served through this Exchange, and that each is receiving fair value as a result of the Exchange.

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

4. **Inspection Rights.**

4.1. Access and Possession. Upon execution of this Agreement and until Closing, ABOR hereby grants permission to District, District's representatives, and District's authorized agents to enter the Exchange 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 ABOR, ABOR's representatives, and ABOR'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

4.2. 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, the other party shall have the option to accept the property in an as-is, where-is condition, or to terminate this Agreement with no further obligation on the part of either party.

5. **Escrow and Title.**

5.1. Proration and Closing Costs. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, and releases, shall be paid 50% by the District and 50% by ABOR. Total expenses and closings costs to be paid by District shall not exceed \$2,000.00.

5.2. Escrow and Title Agent. The Title Company and Escrow Agent shall be Stewart Title ("**Title Company**"), Kim Moss ("**Escrow Agent**") and this Agreement shall be used as escrow instructions in connection with the escrow established 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.

5.3. Title Commitment.

5.3.1. *Commitment.* Escrow Agent will distribute to District a Commitment for Standard Owner's Title Insurance on the Exchange Property (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 ABOR 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 ABOR's policy of title insurance.

5.3.2. *Permitted Exceptions*

5.3.2.1. ABOR shall deliver title to the Exchange Property at Closing subject to all matters of record, but the Closing shall be contingent upon District being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit C** hereto (the ***"Permitted Exceptions to Exchange Property"***) and the title policy shall be in the amount of \$88,700.00.

5.3.2.2. District shall deliver title to the District Property pursuant to the provisions of Section 11.2 hereof, subject to all matters of record, but the Closing shall be contingent upon ABOR being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit D** hereto (the ***"Permitted Exceptions to District Property"***), and the title policy shall be in the amount of \$78,500.00.

5.3.2.3. Conveyance of the District Property shall be by Special Warranty Deed and conveyance of the Exchange Property shall be by Quit Claim 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. The Closing of this transaction shall be contingent upon the Title Company insuring title to District subject only to the Permitted Exceptions to Exchange Property, and insuring title to ABOR subject only to the Permitted Exceptions to District Property. The Quit Claim to the Exchange Property shall be in the form attached hereto as **Exhibit E**, and shall contain the various reservations set forth therein. The Special Warranty Deed to the District Property shall be in the form attached hereto as **Exhibit F**.

5.3.3. *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.

6. **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 Exchange Property, free and clear of all liens and encumbrances.

7. **Closing Documents.**

7.1. District shall execute and deliver to Escrow Agent a special warranty deed conveying title to the District Property to ABOR as provided in form attached hereto.

7.2. At Closing, ABOR shall execute and deliver to Escrow Agent a quit claim deed to the Exchange Property in form attached hereto.

8. **Closing Date.** Closing pursuant to this Agreement shall take place on or before July 19, 2017.

9. **Representations.**

9.1. 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.

9.2. Subject only to the representations of the parties in this Section 10, 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 is 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.

10. **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.

11. **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 any one claiming to have been employed for this transaction.

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

13. **Notices.**

13.1. 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 below).

13.2. 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.

13.3. 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.

13.4. 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.

13.5. Address. District and ABOR agree that any notice sent to the address set forth below shall serve as notice by District or ABOR, as the case may be, to the other:

If to District:

Neil J. Konigsberg, Manager
Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701
Telephone: 520.724.6313
E-mail: neil.konigsberg@pima.gov

If to ABOR:

Bruce M. Vaughan, Director, Real Estate
University of Arizona
Planning, Design & Construction
220 W. Sixth Street
PO Box 210300
Tucson, AZ 85721-0300
Telephone: 520.621.1813
E-mail: bvaughan@email.arizona.edu

14. **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 either party 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.

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

16. **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.

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

18. **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 Exchange Property
<u>Exhibit B-1</u>	Depiction of Exchange Property
<u>Exhibit C</u>	Permitted Exceptions to Exchange Property
<u>Exhibit D</u>	Permitted Exceptions to District Property
<u>Exhibit E</u>	Form of Quit Claim Deed (Exchange Parcel)
<u>Exhibit F</u>	Form of Special Warranty Deed (District Parcel)

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

ABOR: ARIZONA BOARD OF REGENTS, for and on behalf of the University of Arizona, who acquired title as Board of Regents, University of Arizona

Signature

Date

Print Name

Its

[Rest of Page Intentionally Left Blank]

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

Chair, Board of Directors

Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:

Carmine DeBonis, Deputy County Administrator for
Public Works

Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:

Andrew Flagg, Deputy County Attorney

Date

TAX PARCEL NUMBERS: 107-03-161B & 107-02-003A



**EXHIBIT A
LEGAL DESCRIPTION**

A portion of the northeast quarter of the southwest quarter of Section 34, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying entirely within that certain parcel known as "Bourchet Ditch" described in Docket 11705 at Page 4524 and entirely within that certain parcel described in Docket 10963 at Page 798 at the Pima County Records Office.

The boundaries of said portion being more particularly described as follows;

Commencing at the West quarter corner of said Section 34, said corner being a found ½ inch reinforcement bar tagged "RLS 18211", from this corner a found 2 inch brass cap in concrete in hand hole with punch only at the Southwest corner of said Section 34 bears South 0°12'15" East, 2639.96 feet, this West line of the southwest quarter of said Section 34 being the Basis of Bearing for this description;

Thence South 89°11'39" East, 1314.91 feet along the north line of the southwest quarter of said Section 34 to the Point of Beginning at the northwest corner of herein described parcel;

Thence continuing South 89°11'39" East, 278.64 feet along the north line of said parcels and said southwest quarter, from this point a found ¾ inch Brass Pin in concrete in hand hole at the East quarter corner of said Section 34 bears South 89°11'39" East, 3589.56 feet;

Thence South 53°00'05" East, 312.32 feet along the northeasterly line of said parcel known as "Bourchet Ditch";

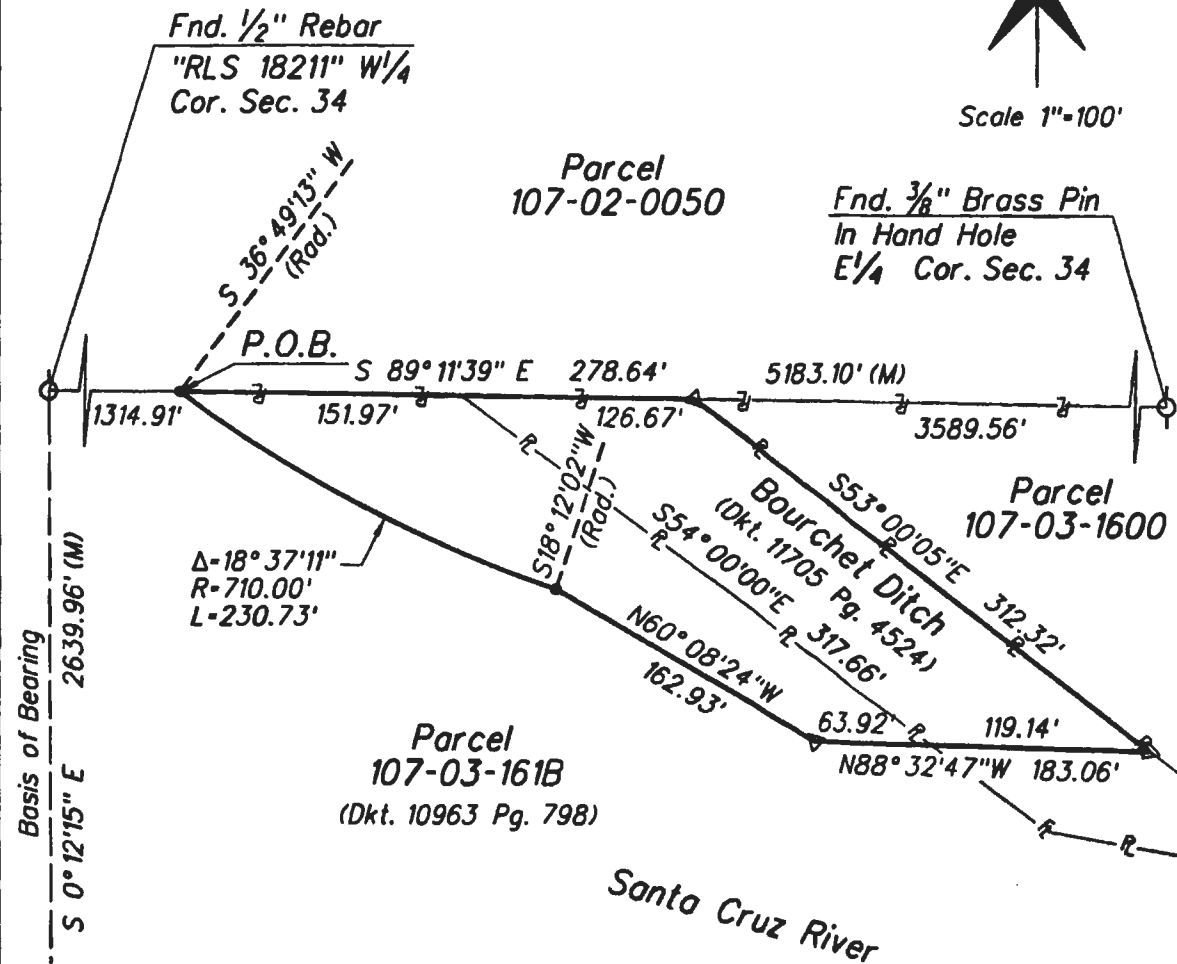
Thence North 88°32'47" West, 183.06 feet;

Thence North 60°08'24" West, 162.93 feet to a point of curvature on a non-tangent curve concave northeasterly with a local radial bearing of South 18°12'02" West;

Thence northwesterly along the arc of said curve to the right, having a radius of 710.00 feet, through a central angle of 18°37'11", for an arc length of 230.73 feet to a point of non-tangency with a local radial bearing of South 36°49'13" West and the Point of Beginning.



EXHIBIT A-1



Pima County Flood Control District



DEPICTION OF EXHIBIT A
 PROJECT NO. 5PRSCR, PG. 2 OF 2
 PARCEL MAP NO.
 107-03-161B AND
 BOURCHET DITCH
 NE 1/4 SW 1/4 SEC. 34,
 T13S, R13E, G.&S.R.M.



EXPIRES 9/30/2017

ASSESSORS DATA		OWNERS NAME	GROSS AREA	AREA REQ'D	REMAINDER
PARCEL ID NO.	BOURCHET DITCH				
107-03-161B		PCFCD	13.15 AC	0.46 AC	12.69 AC
			1.76 AC	0.51 AC	1.25 AC

Parcel 107-03-161B Burchet Ditch Exhibit A-1

8/4/2015

		Date
Designed	FDA LJB	8/4/15
Drawn	ATS	8/4/15
Checked	FDA	8/4/15
Proj. Surv.	LJB	8/4/15



EXHIBIT B

LEGAL DESCRIPTION

A portion of the northwest quarter of Section 34, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying entirely within those certain parcels described in Book 129 at Page 1 of Deeds at the Pima County Records Office.

The boundaries of said portion being more particularly described as follows;

Commencing at the North quarter corner of Section 34, said corner being a found 2 inch brass disc in hand hole with a punch only;

Thence North 89°06'50" West, 2271.27 feet along the North line of the northwest quarter of Section 34, from this point a found 2 inch brass disc in concrete stamped "RLS 13189, WC, 150.00" bears North 89°06'50" West, 166.32 feet, said North line being the Basis of Bearing for this description;

Thence South 0°53'10" West, 30.00 feet to the Point of Beginning, said point lying on North line of said parcel;

Thence North 89°06'50" West, 315.74 feet along said North parcel line which is parallel with and 30.00 feet southerly from the North line of the said northwest quarter of Section 34 to a point lying on the West line of the said northwest quarter of Section 34 and West line of said Parcel, from this point the corner common to Sections 27, 28, 33 and 34 being a found ½ inch rebar tagged "RLS 18211" bears North 0°13'26" West, 30.01 feet, from said corner a found 2 inch brass cap in concrete stamped "RLS 13189, WC, 154.00" bears North 0°08'53" West, 154.00 feet;

Thence South 0°13'26" East, 17.48 feet along said West line of Section 34 and said West parcel line to the Santa Cruz River approximated by centerline defined on Pima County construction plan 4BSGFL at the Pima County Engineers Office;

Thence South 46°58'39" East, 687.84 feet following the Santa Cruz River along said centerline and said West parcel line to a point of curvature on a tangent curve concave southwesterly;

Thence southeasterly along the arc of said curve to the right, having a radius of 1000.00 feet, through a central angle of 48°39'00", for an arc length of 849.10 feet following the Santa Cruz River along said centerline and said West parcel line to a point of tangency;

Thence South 1°40'21" West, 779.88 feet following the Santa Cruz River along said centerline and said West parcel line to a point of curvature on a tangent curve concave northeasterly;



EXHIBIT B (con't)

Thence southeasterly along the arc of said curve to the left, having a radius of 955.00 feet, through a central angle of $38^{\circ}17'57''$, for an arc length of 638.37 feet following the Santa Cruz River along said centerline and said West parcel line to a point of non-tangency lying on the South line of said northwest quarter of Section 34, from said point the West quarter corner of Section 34 being a found $\frac{1}{2}$ inch bent rebar tagged "RLS 18211" bears North $89^{\circ}11'39''$ West, 975.49' feet

Thence South $89^{\circ}11'39''$ East, 340.83 feet along the West-East mid-section line of said Section 34 and South line of said parcel, from this point a found $\frac{3}{8}$ inch brass pin in hand hole at the East quarter corner of said Section 34 bears South $89^{\circ}11'39''$ East, 3866.79 feet, point being a point of curvature on a non-tangent curve concave northeasterly with a local radial bearing of South $36^{\circ}32'03''$ West;

Thence northwesterly along the arc of said curve to the right, having a radius of 715.08 feet, through a central angle of $55^{\circ}08'39''$, for an arc length of 688.23 feet to a point of tangency;

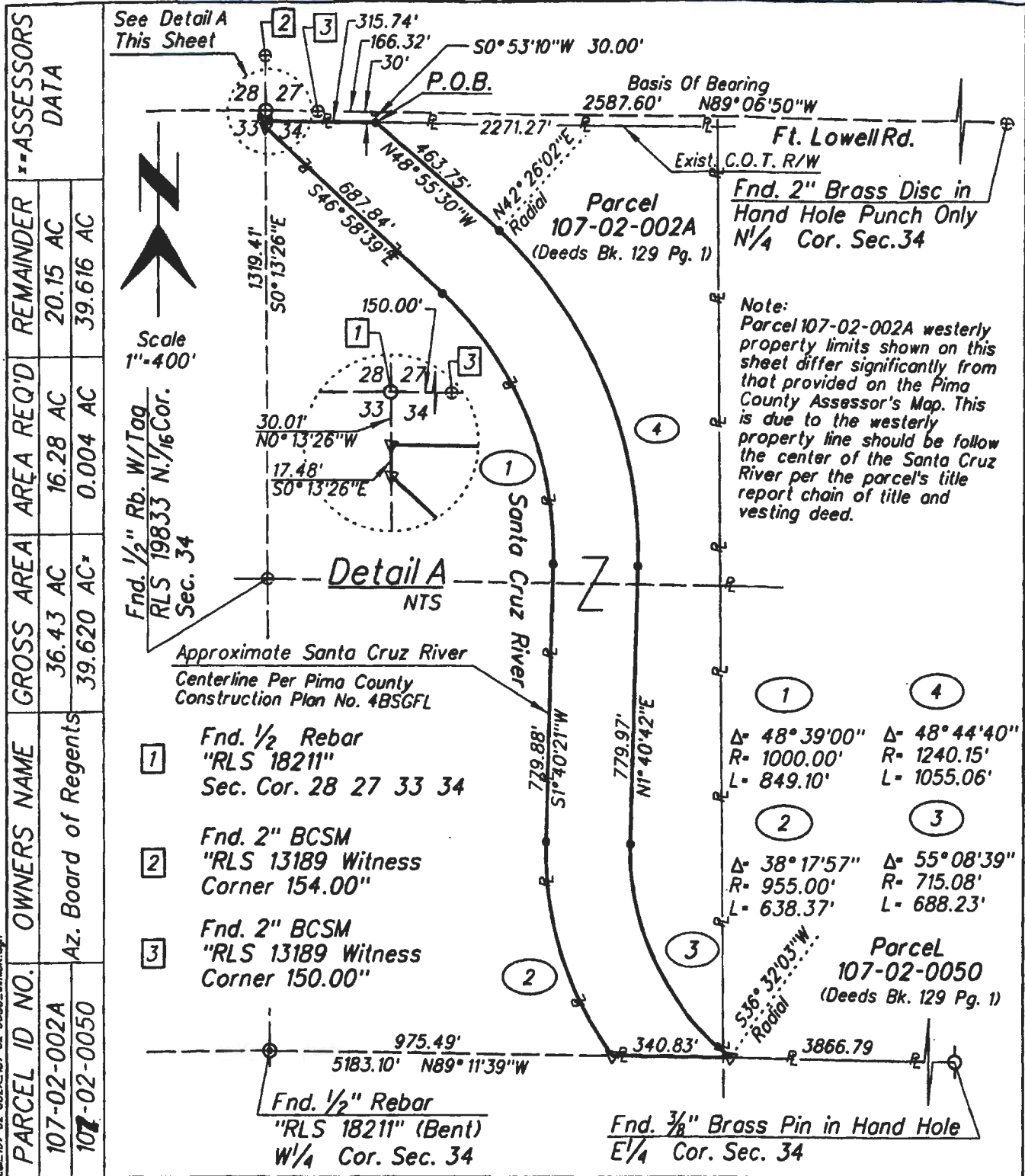
Thence North $1^{\circ}40'42''$ East, 779.97 feet to a point of curvature on a tangent curve concave southwesterly;

Thence northwesterly along the arc of said curve to the left, having a radius of 1240.15 feet, through a central angle of $48^{\circ}44'40''$, for an arc length of 1055.06 feet to a point of non-tangency with a local radial bearing of North $42^{\circ}56'02''$ East;

Thence North $48^{\circ}55'30''$ West, 463.75 feet to the Point of Beginning.



EXHIBIT B-1



Pima County Flood Control District

HDR

DEPICTION OF EXHIBIT
PROJECT NO. 5PRSCR, Pg. 3 OF 3
PARCEL MAP NO.
107-02-002A AND
107-02-0050
POR. W1/2 SEC. 34,
T13S, R13E, G.&S.R.M.

REGISTERED LAND SURVEYOR
EXPIRATION DATE NO.
58427
LJ
BARELA
Date Signed 8/4/2015
ARIZONA, U.S.A.
EXPIRES 9/30/2017

		Date
Designed	FDA LJB	8/4/15
Drawn	AYJ	8/4/15
Checked	FDA	8/4/15
Proj. Engr.	LJB	8/4/15

8/4/2015 \Parcel_107-02-002A_107-02-0050_exhibit.dgn

EXHIBIT C
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-22691

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2016.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patent from the United States of America recorded in Book 11 of Deeds, page 223.
5. Terms, conditions and restrictions as set forth in Water Agreement recorded in Book 4 of Miscellaneous Records, page 117.
6. All water rights, dams, ditches or acequias appurtenant to the Northwest quarter of Section 34 as set forth in Book 30 of Deeds, page 598; in Book 35 of Deeds, page 188; in Book 36 of Deeds, page 100 and in Book 52 of Deeds, page 323.
7. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Book 52 of Deeds, pages 137 and 348.
8. Those specific rights in regards to the Santa Cruz River as set forth in Book 52 of Deeds, page 323.
9. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 64 of Deeds, pages 472, 479 and 485.
10. Terms and conditions of Contract and Grant of Easement recorded in Docket 97, page 436.
11. Terms and conditions of Contract and Grant of Easement for electric transmission and distribution lines recorded in Docket 110, page 549.
12. Easement for existing canals, water pipes, conduits, ditches, poles, electric and telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Book 129 of Deeds, page 1.
13. Easement for canals, ditches and right to maintain repair same, power lines and rights incident thereto, as set forth in instrument recorded in Book 132 of Deeds, page 605.
14. Easement for maintenance of power lines and to remove poles and equipment at termination and rights incident thereto, as set forth in instrument recorded in Docket Book 132 of Deeds, page 605.
15. Ambiguity of the legal descriptions contained in various instruments resulting from the indefinite locate/definition of

EXHIBIT C (con't)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-22691

the boundaries of the Santa Cruz River; some instruments being recorded in Book 129 of Deeds, page 1 and in Book 149 of Deeds, page 382.

16. Easement for maintenance of power lines as now constructed with right of removal of poles and equipment at termination of easement and rights incident thereto, as set forth in instrument recorded in Book 149 of Deeds, page 382.
17. A perpetual easement to Arizona State Highway Department and rights incident thereto, as disclosed in instrument recorded in Book 149 of Deeds, page 382.
18. Right of way and all existing roads and ditches as set forth in Book 149 of Deeds, page 382.
19. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Docket 351, page 43.
20. Terms and conditions of Sewer Connection Agreement recorded in Docket 366, page 71.
21. Easement for pipelines and rights incident thereto, as set forth in instrument recorded in Docket 878, page 289.
22. Easement for pipelines and rights incident thereto, as set forth in instrument recorded in Docket 893, page 420.
23. Easements as set forth in Resolution No. 3270 for pipelines recorded in Docket 904, page 9.
24. Terms and conditions as set forth in License recorded in Docket 915, page 170.
25. Terms and conditions of License for ingress and egress for the removal of road construction material recorded in Docket 1391, pages 581, 586 and 591; in Docket 1513, pages 507, 512, 517, 523; and in Docket 1842, pages 110 and 115; in Docket 1864, page 357 and in Docket 1908, page 375.
26. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 2295, page 248.
27. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 2636, pages 291 and 303.
28. Easement for gas lines and rights incident thereto, as set forth in instrument recorded in Docket 6391, page 618.
29. Easement for gas lines and rights incident thereto, as set forth in instrument recorded in Docket 6410, page 846.
30. Terms and conditions of USA Department of Energy Western Area Power Administration for transmission line recorded in Docket 7703, page 861.
31. Easement for right of way and rights incident thereto, as set forth in instrument recorded in Docket 7726, page 1548.
32. Provisions within Resolution No. 13330 regarding water systems recorded in Docket 7773, page 1714.
33. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 8430, page 819.
34. Easement for water lines and rights incident thereto, as set forth in instrument recorded in Docket 9675, page 607.
35. Terms and conditions as set forth in easement for Jetty System and rights incident thereto, as set forth in

EXHIBIT C (con't)
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-22691

instrument recorded in Docket 10387, page 574.

36. Easement for sewer and rights incident thereto, as set forth in instrument recorded in Docket 11604, page 1426.
37. The effect, if any of map attached to instrument recorded in Docket 11802, page 881.
38. Matters shown on survey recorded in Book 60 of Record of Survey, page 16.
39. Any adverse claim based upon the assertion that:
 - a) Some portion of said land has been created by artificial means or has accreted to such portion so created;
 - b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River, or has been formed by accretion to any such portion;
 - c) Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River;
 - d) Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river.
40. The rights of the United States of America, the State of Arizona and/or other parties to any portion of the within property lying within the bed, or former bed, of any water course, as that term is defined under Arizona law.
41. Liabilities and obligations imposed upon said land by reason of its inclusion within Flowing Wells Irrigation District and Santa Cruz Irrigation District.
42. Any rights or encroachments by reason of common improvements shared by the property described in Schedule A and that property located adjacent of the subject property which are not disclosed by those public records which impart constructive notice.
43. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

EXHIBIT D

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-11238

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2015.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. The ambiguity of the legal description of the Bourchet Ditch as recorded in Book 33 of Deeds, page 463. Said Bourchet Ditch also shown on Pima County Assessor's Map.
5. Reservations, exceptions, easements or rights in Patent from the United States of America recorded in Book 52 of Deeds, page 229.
6. All water rights, and appropriations and all wells, acequias, ditches, flume, canals, reservoirs, pumps used in storage, lifting or conveyance of water for irrigation as set forth in Book 52 of Deeds, page 335.
7. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Book 64 of Deeds, pages 472, 485 and 479.
8. Easement for canals, ditches and rights to maintain and repair same, and rights incident thereto, as set forth in instrument recorded in Book 132 of Deeds, page 605.
9. Easement for maintenance of power lines and removal of poles and equipment at termination, and rights incident thereto, as set forth in instrument recorded in Book 132 of Deeds, page 605.
10. Terms and conditions of Sewer Connection Agreement recorded in Docket 366, page 71.
11. Terms and conditions of License to remove materials recorded in Docket 1513, pages 507 and 523; and in Docket 1842, page 110.
12. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 2288, page 541.
13. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 6621, page 875.
14. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 7703, page 861.

EXHIBIT D (con't)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-11238

15. Provisions within Resolution No. 13330 – El Rio Vicinity Reclaimed Water System recorded in Docket 7773, page 1714.
16. Easement for water pipes, and rights incident thereto, as set forth in instrument recorded in Docket 7773, page 1725.
17. Easement for electric transmission lines or systems and communication facilities, and rights incident thereto, as set forth in instrument recorded in Docket 12111, page 522.
18. Matters shown on survey recorded in Book 60 of Maps, page 16 and in Book 70 of Record of Surveys at page 53.
19. Any adverse claim based upon the assertion that:
 - a) Some portion of said land has been created by artificial means or has accreted to such portion so created;
 - b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Santa Cruz River, or has been formed by accretion to any such portion;
 - c) Some portion of said land has been removed by erosion or by an avulsive movement of the Santa Cruz River;
 - d) Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river; Said land or any part thereof is now or at any time has been below the high watermarks of the Santa Cruz River, in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river.
20. The rights of the United States of America, the State of Arizona and/or other parties to any portion of the within property lying within the bed, or former bed, of any water course, as that term is defined under Arizona law.
21. Liabilities and obligations imposed upon said land by reason of its inclusion within Flowing Wells Irrigation District and Santa Cruz Irrigation District.
22. Failure of the Pima County Assessor to properly assess caption property.
23. Terms, conditions and restrictions as set forth in Water Agreement recorded in Book 4 of Miscellaneous Records, page 117.
24. Easement for telephone lines and rights incident thereto, as set forth in instrument recorded in Book 52 of Deeds, pages 142 and 348 and irrigation systems in Book 56 of Deeds, page 585.
25. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 68 of Deeds, page 223..
26. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 92 of Miscellaneous Records at page 550 and in Book 111 of Miscellaneous Records at page 266
27. Terms and conditions of License for ingress/egress for the removal of road construction materials recorded in Docket 1391, pages 581 and 586; in Docket 1513, pages 507 and 523; in Docket 1842, pages 110 and 115.
28. Easement for rectifier pole as shown on drawing attached to instrument recorded in Docket 2266, page 264.
29. The ambiguity of legal descriptions contained within instrument resulting from the indefinite location/definition of the boundaries of the Santa Cruz River and reference as recorded in Docket 10942, page 3381 and re-recorded in Docket 10963, page 798.
30. Failure of the diagram (map) attached to instrument to properly depict the entire legal description contained within

EXHIBIT D (con't)

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

File No.: 05504-11238

Warranty Deed recoded in Docket 10942, page 3381 and re-recorded in Docket 10963, page 798.

31. Matters shown on survey recorded in Book 21 of Maps, page 88.

32. Lack of recorded access to and from a dedicated street, highway, road or right of way.

EXHIBIT "E"

QUIT CLAIM DEED

For valuable consideration, _____
("Grantor"), hereby quit claims to Pima County Flood Control District, a political taxing subdivision
of the State of Arizona, all its right, title and interest in the following described property situate in
Pima County, Arizona, together with all rights and privileges appurtenant thereto.

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND ATTACHED EXHIBIT
"A-1" FOR DEPICTION

Dated this _____ day of _____, 20____

By: _____

Title: _____

State of Arizona

County of Pima

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

Notary Public

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

QCD to PCFCD

EXHIBIT "F"

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 "A"** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT "A-1"** 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 <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent:	File #:	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Dated this _____ day of _____, 2017.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2017, 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