



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 16, 2018

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Starr Ridge Homeowner's Association, Inc.

**\*Project Title/Description:**

Starr Ridge / Sarasota land Exchange (ACQ-0148)

**\*Purpose:**

Pima County will acquire vacant land in exchange for vacant land and compensation

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**\*Program Goals/Predicted Outcomes:**

Pima County will acquire property for Natural Resources, Parks and Recreation's Sarasota Trail-head.

**\*Public Benefit:**

Public use of a Trail-head

**\*Metrics Available to Measure Performance:**

Pima County will acquire 2.45 acres of vacant land with an appraised value of \$27,000.00, in exchange for (i) 1.514 acres of vacant land with an appraised value of \$17,000.00, and (ii) a cash payment equal to the difference in land values, in the amount of \$10,000.00, plus up to \$2,100.00 in closing costs.

**\*Retroactive:**

No

*Bo. CoB- 10-1-18*  
*Ver. - 1*  
*ggs. 27*  
*(1)*

**Contract / Award Information**Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 19\*178Effective Date: 10/16/2018 Termination Date: 12/01/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☒ **Expense Amount: \$\*** 12,100.00 ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:** PR- Northwest RegionFunding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**\*Is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** \_\_\_\_\_Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:** \_\_\_\_\_**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Aaron MergenthalDepartment: Public Works - Real PropertyTelephone: 724-6854

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

<p><b>PIMA COUNTY REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Pr-0038: Starr Ridge / Sarasota Land Exchange</b></p> <p><b>PARTIES: Starr Ridge Homeowner's Association, Inc. &amp; Pima County</b></p> <p><b>FUNDING: \$12,100.00, including buyer's Maximum Closing Costs</b></p>	<table border="1"> <tr> <td data-bbox="933 262 1468 325" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td data-bbox="933 325 1468 388">NO. <u>CT-PW-19-178</u></td> </tr> <tr> <td data-bbox="933 388 1468 451">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="933 451 1468 611"> <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small> </td> </tr> </table>	<b>CONTRACT</b>	NO. <u>CT-PW-19-178</u>	AMENDMENT NO. _____	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>
<b>CONTRACT</b>					
NO. <u>CT-PW-19-178</u>					
AMENDMENT NO. _____					
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>					

## EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between Starr Ridge Homeowner's Association, Inc., an Arizona non-profit corporation, and PIMA COUNTY, a political subdivision of the State of Arizona ("**County**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The County is deemed to have signed the Agreement on the date the Chairman of the Pima County Board of Supervisors signed it.
  
2. **Exchange Properties.**
  - 2.1. County owns the property legally described on **Exhibit A** and depicted on **Exhibit A-1** (the "**County Property**").
  
  - 2.2. Starr Ridge Homeowner's Association, Inc., owns the property legally described on **Exhibit B** and depicted on **Exhibit B-1** (the "**Exchange Property**")
  
  - 2.3. County and Starr Ridge Homeowner's Association, Inc., shall exchange the County Property and the Exchange 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 Exchange Property and the County Property.
  
3. **Value of County Property and Exchange Property.** Starr Ridge Homeowner's Association Inc. and County acknowledge the "Exchange Property" is valued at Twenty Seven Thousand (\$27,000.00) and the "County Property" is valued at Seventeen Thousand (\$17,000.00). The difference of Ten Thousand Dollars (\$10,000.00), plus up to Two Thousand One Hundred Dollars (\$2,100.00) in buyer's maximum closing costs will be paid by Pima County at close of escrow.

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

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, Starr Ridge Homeowner's Association, Inc., hereby grants permission to County, County's representatives, and County'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, County hereby grants permission to Starr Ridge Homeowner's Association, Inc., Starr Ridge Homeowner's Association, Inc.'s representatives, and Starr Ridge Homeowner's Association, Inc.'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

5.2. 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, each party shall conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

6. **Escrow and Title.**

6.1. Proration and Closing Costs. Starr Ridge Homeowner's Association, Inc. shall pay all taxes on the Exchange Property to the date of Closing. Expenses incidental to transfer of title, including title, recording fees and escrow fees, shall be paid 50% by the County and 50% by Starr Ridge Homeowner's Association, Inc.; County will pay Title Insurance premiums for both the County Property and the Exchange Property.

6.2. Escrow and Title Agent. The Title Company and Escrow Agent shall be Title Security Agency of AZ, ("**Title Company**"), Rhonda Herrera ("**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 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.

6.3. Title Commitment.

6.3.1. *Commitment.* Escrow Agent will distribute to County a Commitment for Standard Owner's Title Insurance on the Exchange 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 Starr Ridge Homeowner's Association, Inc. 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 Starr Ridge Homeowner's Association, Inc.'s policy of title insurance.

6.3.2. *Permitted Exceptions*

6.3.2.1. Starr Ridge Homeowner's Association, Inc. shall deliver title to the Exchange Property at Closing subject to all matters of record, but the Closing shall be contingent upon County 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 Twenty Seven Thousand Dollars (\$27,000.00)

6.3.2.2. County shall deliver title to the County Property pursuant to the provisions of Section 11.2 hereof, subject to all matters of record, but the Closing shall be contingent upon Starr Ridge Homeowner's Association, Inc. being insured pursuant to the Commitment and subject only to the exceptions listed in **Exhibit D** hereto (the "**Permitted Exceptions to County Property**"), and the title policy shall be in the amount of Seventeen Thousand Dollars (\$17,000.00)

6.3.2.3. Each conveyance of the County Property and the Exchange 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. The Closing of this transaction shall be contingent upon the Title Company insuring title to County subject only to the Permitted Exceptions to Exchange Property, and insuring title to Starr Ridge Homeowner's Association, Inc. subject only to the Permitted Exceptions to County Property. The Special Warranty Deeds 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 Deeds to the County Property shall be in the form attached hereto as **Exhibit F**.

6.3.3. *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 10.1.

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

8. **Closing Documents.**

8.1. County shall execute and deliver to Escrow Agent a special warranty deed conveying title to the County Property to Starr Ridge Homeowner's Association, Inc. as provided in form attached hereto, and said deed shall be executed, delivered and recorded only in accordance with Section 11.2.

8.2. At Closing, Starr Ridge Homeowner's Association, Inc. shall execute and deliver to Escrow Agent special warranty deeds to the Exchange Property in form attached hereto.

9. **Closing Date.** Closing pursuant to this Agreement shall take place on or before December 1, 2018 or within 30 days of Receipt or Satisfaction of any release requirements or contingencies.

10. **Representations.**

10.1. 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..

10.2. Subject only to the representations of the parties in this Section 11, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

11. **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.

12. **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.

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

14. **Notices.**

14.1. 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).

14.2. 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.

14.3. 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.

14.4. 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.

14.5. Address. County and Starr Ridge Homeowner's Association, Inc. agree that any notice sent to the address set forth below shall serve as notice by County or Starr Ridge Homeowner's Association, Inc., as the case may be, to the other:

*If to County:*

Aaron Mergenthal, Senior Acquisition Agent  
Pima County Real Property Services  
201 N Stone Ave, 6th Floor  
Tucson, AZ 85701-1207  
Telephone: 520.724.6854  
E-mail: Aaron.Mergenthal@pima.gov

*with a copy to:*

Kell Olson, Deputy County Attorney  
Pima County Attorney's Office, Civil Division  
32 N Stone Ave, Suite 2100



Tucson, AZ 85701-1412  
Telephone: 520.724.5700  
E-mail: Kell.Olson@pcao.pima.gov

If to Starr Ridge Homeowner's Association, Inc:

*with a copy to:*

Kathleen Buske, President  
Platinum Management Inc.  
7225 E. Broadway Blvd, Suite 140  
Tucson, AZ 85710  
Telephone: 520.623.2324  
E-mail: Kathleen@platinumonline.org

15. **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.

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

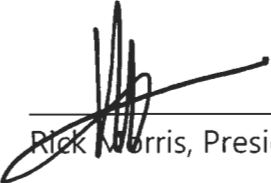
17. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

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

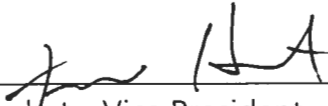
19. **Exhibits.** The following Exhibits to this Agreement are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement or to any of the Exhibits hereto are not available at the execution hereof, they shall be added by the Parties prior to Closing and shall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

<b><u>Exhibit A</u></b>	<b>Legal Description of County Property</b>
<b><u>Exhibit A-1</u></b>	<b>Depiction of County Property</b>
<b><u>Exhibit B</u></b>	<b>Legal Description of Starr Ridge Property</b>
<b><u>Exhibit B-1</u></b>	<b>Depiction of Starr Ridge Property</b>
<b><u>Exhibit C</u></b>	<b>Permitted Exceptions to Exchange Property</b>
<b><u>Exhibit D</u></b>	<b>Permitted Exceptions to County Property</b>
<b><u>Exhibit E</u></b>	<b>Form of Special Warranty Deed of Exchange Property</b>
<b><u>Exhibit F</u></b>	<b>Form of Special Warranty Deed of County Property</b>


**Starr Ridge Homeowner's Association:**

  
 Rick Morris, President

8/28/18  
 Date

  
 Fil Hirohata, Vice President

8/29/18  
 Date

  
 Paula Hinman, Secretary/ Treasurer

8/28/18  
 Date

*[Rest of page left intentionally blank]*

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

\_\_\_\_\_  
Richard Elias, Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Neil Konigsberg, Manager, Real Property Services

 9/27/18  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of the Northwest One Quarter of Section 25, Township 14 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, being a portion of that parcel described in Docket 5077 at Page 102, recorded in the office of the Pima County Recorder, more particularly described as follows:

**COMMENCING** at the southeast corner of said Northwest One Quarter being the southeast corner of said parcel;

**THENCE** along the south line of said Northwest One Quarter and south line of said parcel South  $89^{\circ}42'08''$  West a distance of 108.48 feet to the **POINT OF BEGINNING**;

**THENCE** continuing along the south line of said Northwest One Quarter and south line of said parcel South  $89^{\circ}42'08''$  West a distance of 569.49 feet to the southwest corner of said parcel being a point of cusp of a curve concave to the north having a radius of 1357.40 feet and to which a radial line bears, South  $00^{\circ}17'52''$  East;

**THENCE** along the arc of said curve to the left through a central angle of  $10^{\circ}28'46''$  a distance of 248.27 feet to the end of said curve;

**THENCE** North  $12^{\circ}49'41''$  West a distance of 165.55 feet to the beginning of a tangent curve concave to the west having a radius of 1834.86 feet and a central angle of  $14^{\circ}09'55''$ ;

**THENCE** along the arc of said curve to the left a distance of 453.63 feet to a point of tangency;

**THENCE** North  $26^{\circ}59'36''$  West a distance of 84.05 feet to a point of cusp on the west line of a 150 foot easement as shown on the Final Plat for Starr Ridge recorded in Book 58 of Maps and Plats at Page 50, being a curve concave to the northeast having a radius of 1984.86 feet and to which a radial line bears South  $63^{\circ}00'24''$  West;

**THENCE** along said west line and arc of said curve to the left a distance of 589.41 feet to the end of said curve being a non-tangent point;

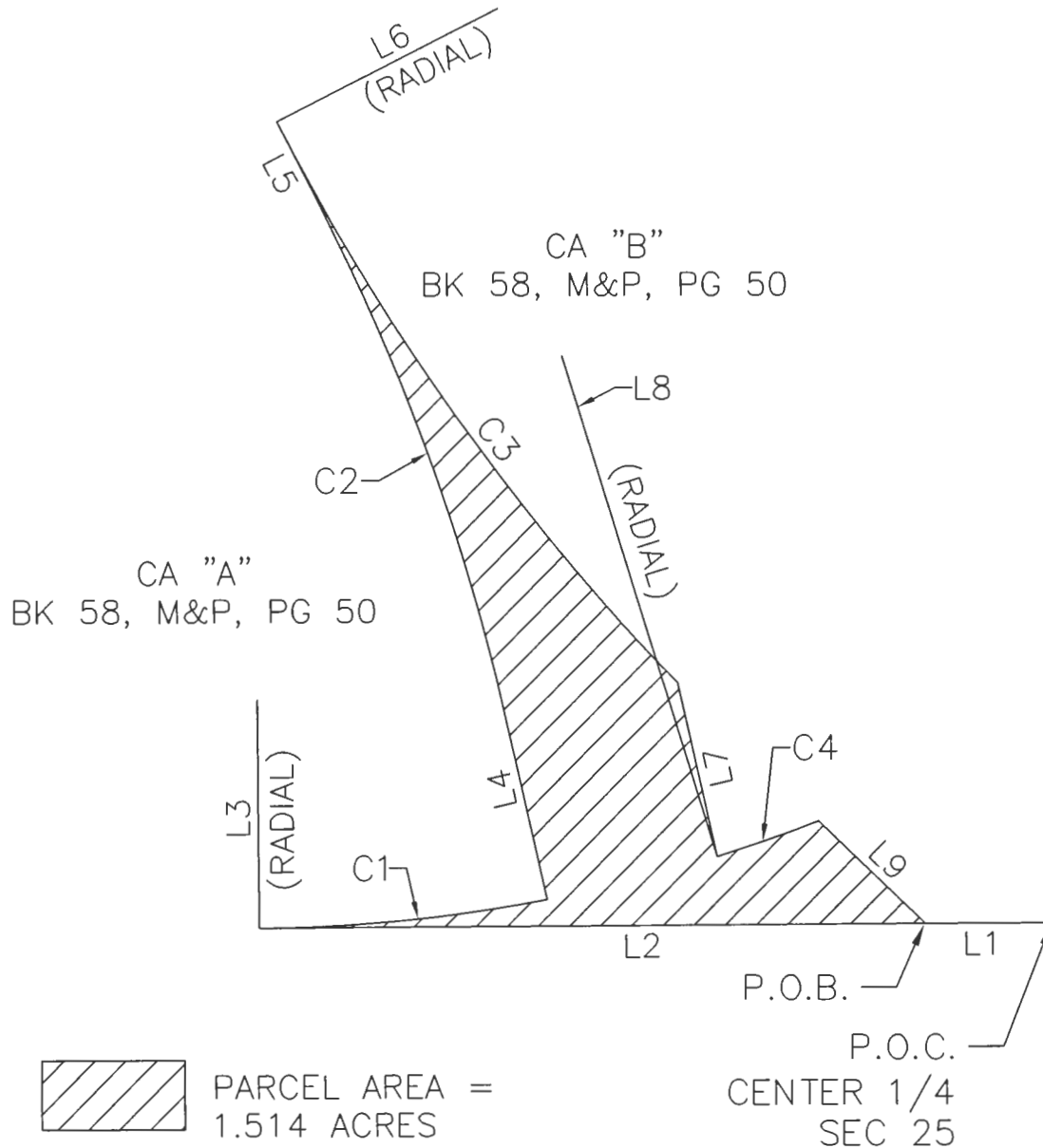
**THENCE** South  $12^{\circ}49'41''$  East a distance of 151.13 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1357.40 feet and to which a radial line bears South  $17^{\circ}08'49''$  East;

**THENCE** along the arc of said curve to the left a distance of 91.59 feet to the end of said curve being a non-tangent point;

**THENCE** South 46°05'43" East a distance of 125.74 feet to the **POINT OF BEGINNING** on the south line of said Northwest One Quarter of Section 25.



## DEPICTION OF EXHIBIT "A"



## PIMA COUNTY SURVEY

A PORTION OF A PARCEL RECORDED IN DOCKET 5077 PAGE 102  
LOCATED IN SECTION 25, TOWNSHIP 14 SOUTH, RANGE 12 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

# DEPICTION OF EXHIBIT "A"

Parcel Line Table		
Line #	Length	Direction
L1	108.48'	S89° 42' 08"W
L2	569.49'	S89° 42' 08"W
L3	RADIAL	S0° 17' 52"E
L4	165.55'	N12° 49' 41"W
L5	84.05'	N26° 59' 36"W
L6	RADIAL	S63° 00' 24"W
L7	151.13'	S12° 49' 41"E
L8	RADIAL	S17° 08' 49"E
L9	125.74'	S46° 05' 43"E

Curve Table			
Curve #	Length	Radius	Delta
C1	248.27	1357.40	10°28'46"
C2	453.63	1834.86	14°09'55"
C3	589.41	1984.86	17°00'51"
C4	91.59	1357.40	3°51'58"



## PIMA COUNTY SURVEY

A PORTION OF A PARCEL RECORDED IN DOCKET 5077 PAGE 102  
 LOCATED IN SECTION 25, TOWNSHIP 14 SOUTH, RANGE 12 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: NTS

Date: 15 June 2018

Drawn By: AJI

Sheet 4 of 4

26 January 2016

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

All that portion of Common Area "B" of Starr Ridge, Lots 1 thru 105, Common Area "A", "B" and "C", a subdivision plat recorded in Book 58 of Maps and Plats at Page 50, recorded in the office of the Pima County Recorder, Arizona, being located in the Northwest Quarter of Section 25, Township 14 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All that portion of said Common Area "B" lying north of the northwesterly right of way line, east of the northeasterly right of way line and north of the easterly prolongation of the southeasterly right of way line of Sarasota Boulevard as shown on said plat of Starr Ridge, page 3 of 9.

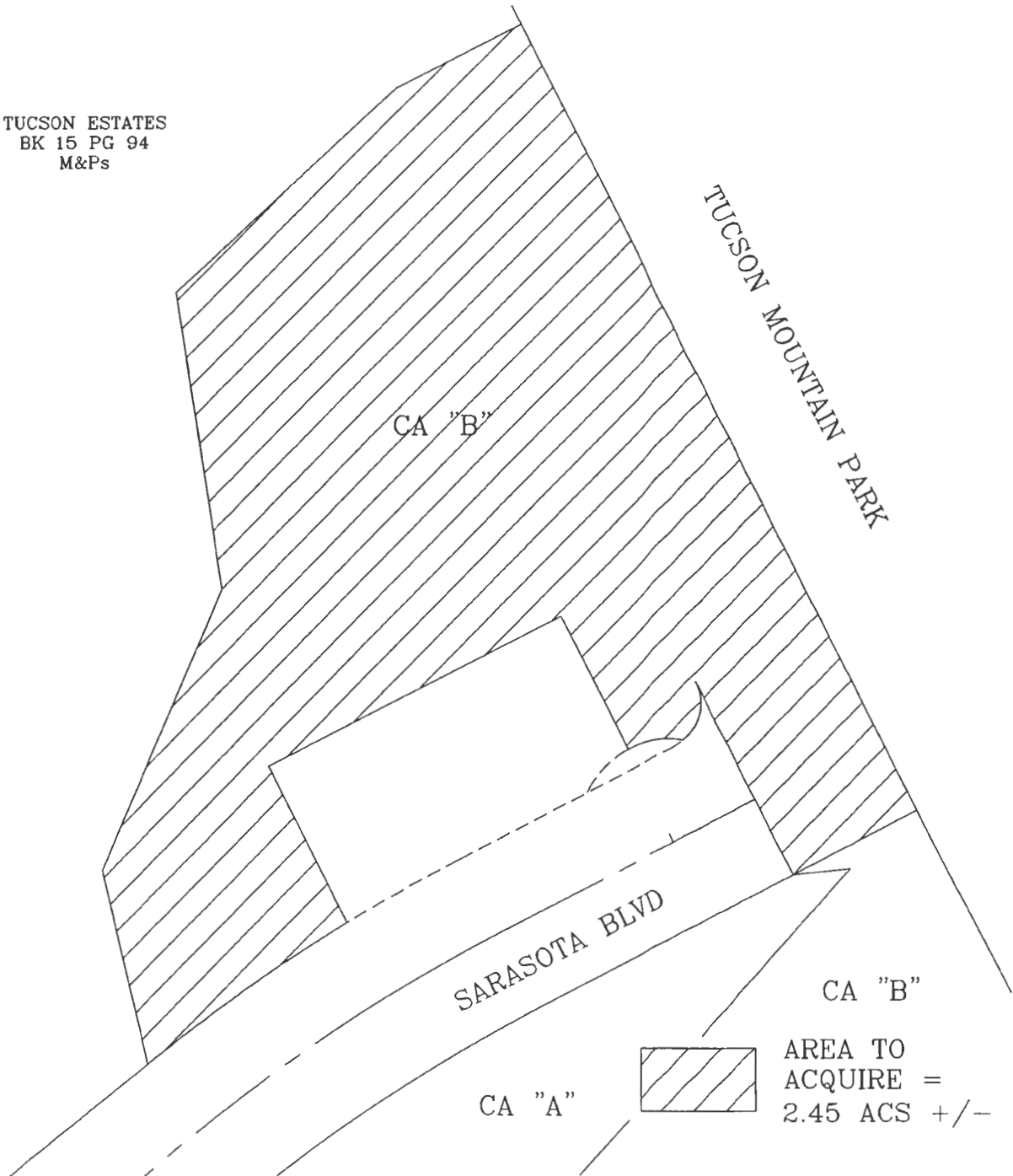


Expires 31 March 2018



# DEPICTION OF EXHIBIT "B"

TUCSON ESTATES  
BK 15 PG 94  
M&Ps



## PIMA COUNTY SURVEY

A PORTION OF COMMON AREA "B" OF STARR RIDGE,  
BK 58 PG 50, M&Ps LOCATED IN SECTION 25,  
TOWNSHIP 14 SOUTH, RANGE 12 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA


Scale: 1" = 80'

Date: 26 Jan 2016

Drawn By: DRT

Sheet 2 of 2

## EXHIBIT "C"

	<b>First American Title™</b>	<b>Commitment for Title Insurance</b>
		ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>		

File No.: 600-37044-RDH

### SCHEDULE B, PART II

#### Exceptions

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:

- A. 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.
- B. a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
- D. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- E. 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.
- F. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## EXHIBIT C (continued)

### SCHEDULE B (Continued)

- G. Any lien or right to a lien for services, labor or material not shown by the Public Records.
1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:
- 2018
2. Patent Reservations of record in Deed Book 178 at Page 613.
3. ( INTENTIONALLY OMITTED )
4. ( INTENTIONALLY OMITTED )
5. ( INTENTIONALLY OMITTED )
6. Resolution No. 98-001 of the Governing Body of The Tucson Estates Fire District as set forth in instrument recorded in Docket 10716 at Page 443.
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:
- Recorded at Document No.  
Recorded in Docket 12125  
Page 3200
8. Resolution No. 2009-24 by The Pima County Board of Supervisors set forth in instrument recorded in Docket 13500 at Page 543.
9. EASEMENT and rights incident thereto, as set forth in instrument:
- Recorded in Document No.  
Recorded in Docket 7442  
Page 552  
Purpose electric and communication facilities
10. Notice of Exercise of Reserved Right of Way By The United States as set forth in instrument recorded in Docket 8358 at Page 1200.

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## EXHIBIT C (continued)

### SCHEDULE B (Continued)

11. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded at Document No.  
Recorded in Docket 12312  
Page 2237  
and recorded in Docket 12829 at Page 4148.  
Declarant Assignment Agreement recorded in Docket 13814 at Page 2409.  
Restrictions recorded in Document Number 2014-2250464  
Restrictions recorded in Docket 11032 at Page 2191  
Restrictions recorded in Docket 11249 at Page 2630  
Notice of Community Association recorded in Docket 12379 at page 4756  
Restrictions recorded in Docket 3727 at Page 247  
Restriction recorded in Docket 9131 at Page 235

12. Amendment to Sewer Facilities Development Agreement recorded in Docket 12948 at Page 1191.

13. ( INTENTIONALLY OMITTED )

14. RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the plat:

recorded in Book 58 of Maps and Plats at Page 50 thereof.

15. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Docket 12991  
Page 1141  
Purpose electric and communication facilities

16. ( INTENTIONALLY OMITTED )

17. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 58 of Maps and Plats at page 50 thereof..

18. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 18 of Maps and Plats at page 8 thereof..

Resolution No. 2003-227 recorded 09/19/03 in Docket 12139 at Page 6048, and rerecorded in Docket

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## EXHIBIT C (continued)

### SCHEDULE B (Continued)

12258 at Page 5351,.

And Quit Claim Deed recorded in Docket 12184 at Page 57

19. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded at Document No.

Recorded in Docket

5478

Page

697

20. Ordinance No. 1997-94 by The Pima County Board of Supervisors as set forth in instrument recorded in Docket 10691 at Page 1088.

21. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 20 of Maps and Plats at Page 65 thereof..

22. RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin as shown on the plat:

recorded in Book 58 of Maps and Plats at Page 50 thereof.

23. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.

Recorded in Docket

1958

Page

141

Purpose

electric lines

24. Notice Regarding Age Restriction recorded in Document 20150990539.

25. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded at Document No.

2014-2250464

Recorded in Docket

Page

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## EXHIBIT C (continued)

### SCHEDULE B (Continued)

Declaration of Scrivener's Error recorded in Document Number 20161300655

Second Amendment recorded in Document Number 20151760703

Declaration of Scrivener's Error recorded in Document Number 20161300656, and recorded in Document Number 20161300655

Third Amendment recorded in Document Number 20152870446

Declaration of Scrivener's Error recorded in Document Number 20161300657

### END OF SCHEDULE B – PART II


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## EXHIBIT "D"

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 600-120459-RDH

### SCHEDULE B, PART II

#### Exceptions

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:

- A. 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.
- B. a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
- D. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- E. 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.
- F. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

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## EXHIBIT "D" (continued)

### SCHEDULE B (Continued)

- G. Any lien or right to a lien for services, labor or material not shown by the Public Records.
1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:
- 2018
2. Restrictions set forth in instrument recorded in Docket 5478 at Page 697.
3. Notice of Exercise of Reserved Right of Way by The United States as set forth in instrument recorded in Docket 8358 at Page 1200
4. Patent Reservations of record in Deed Book 178 at Page 613.
5. RESERVATIONS or exceptions in Patents or in Acts authorizing the issuance thereof.

ANY PRIVATE RIGHTS or EASEMENTS on, under and across those portions of said land lying within the road, street or alley abandoned by Resolution or Ordinance:

Recorded in Document No.

Docket 7152  
Page 537, and in Docket 7411 at Page 1511

6. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.

Recorded in Docket 7429  
Page 690  
Purpose electric and communicatino facilities

7. Pima County Board of Supervisors Resolution No. 20029-24 as set forth in instrument recorded in Docket 13500 at Page 543.
8. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded at Document No. 20163130351  
Recorded in Docket

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## EXHIBIT "D" (continued)

### SCHEDULE B (Continued)

Page

ANY PRIVATE RIGHTS or EASEMENTS on, under and across those portions of said land lying within the road, street or alley abandoned by Resolution or Ordinance:

Recorded in Document No.

Docket 5984

Page 143

END OF SCHEDULE B – PART II

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**EXHIBIT "E"**

**SPECIAL WARRANTY DEED**

For valuable consideration, **Starr Ridge Homeowner's Association, Inc.**, an Arizona non-profit corporation, ("Grantor"), does hereby convey to **Pima County**, a political subdivision of the State of Arizona, ("Grantee"), the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "B"** FOR LEGAL DESCRIPTION AND **EXHIBIT "B-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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA )

) ss

COUNTY OF PIMA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Approval:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Acq-0148	Project #: Pr-0038	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

## EXHIBIT F

When Recorded, Please Return to:

Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

### Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to Starr Ridge Homeowner's Association, Inc., an Arizona non-profit 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** 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.

Page 1 of 3

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Acq-0148	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

## EXHIBIT F

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

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

### **Protection of Cultural Resources.**

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Page 2 of 3

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: AM	File #: Acq-0148	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT F

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Date

STATE OF ARIZONA       )  
                                      ) ss.  
COUNTY OF PIMA       )

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT ONLY - NOT FOR EXECUTION

Page 3 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [ ] Parcel [ ]
Agent: AM	File #: Acq-0148	Activity #:	P [ X ] De [ ] Do [ ] E [ ]