



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 16, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Hannah Stakley ("Buyer") RPS File No: Sale-0059

***Project Title/Description:**

Sale of Surplus Property, at 4700 E. Calle Chueca. A portion of tax parcel no. 109-24-0200 (the "Property")

***Purpose:**

The Property consists of a main house with approximately 1,704 square feet with horse facilities, on 1.741 acres of land. The original property, consisting of 4.938 acres, was acquired for the linear park and access to the bridge abutment. RFCD will retain the balance of 3.197 acres and is reserving an easement for ingress and egress. The Board approved the sale of the Property on August 7, 2018. The Property is being sold pursuant to A.R.S. Sections 48-3603(c)(2) and 9-402. The Buyer was the high bidder at the public auction held on March 11, 2019.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County Regional Flood Control District will receive revenue and will no longer have liability and maintenance responsibility for the property.

***Public Benefit:**

Receipt of the purchase price for surplus property.

***Metrics Available to Measure Performance:**

An independent fee appraiser valued the property on April 17, 2018 at \$269,000.00. The Property is being sold for \$243,100.00, which is 90 percent of the appraised value (\$242,100.00) plus an administrative fee of \$1,000.00.

***Retroactive:**

NO

A location map is attached.

To: CIB- 3.28.19
Ver. - 1
JFS - 19
C11

Contract / Award InformationDocument Type: CTN Department Code: PW Contract Number (i.e., 15-123): 19*168Effective Date: 4/16/2019 Termination Date: 10/15/2019 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 243,100.00***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***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: Rita LeonDepartment: Real Property ServicesTelephone: 724-6462

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

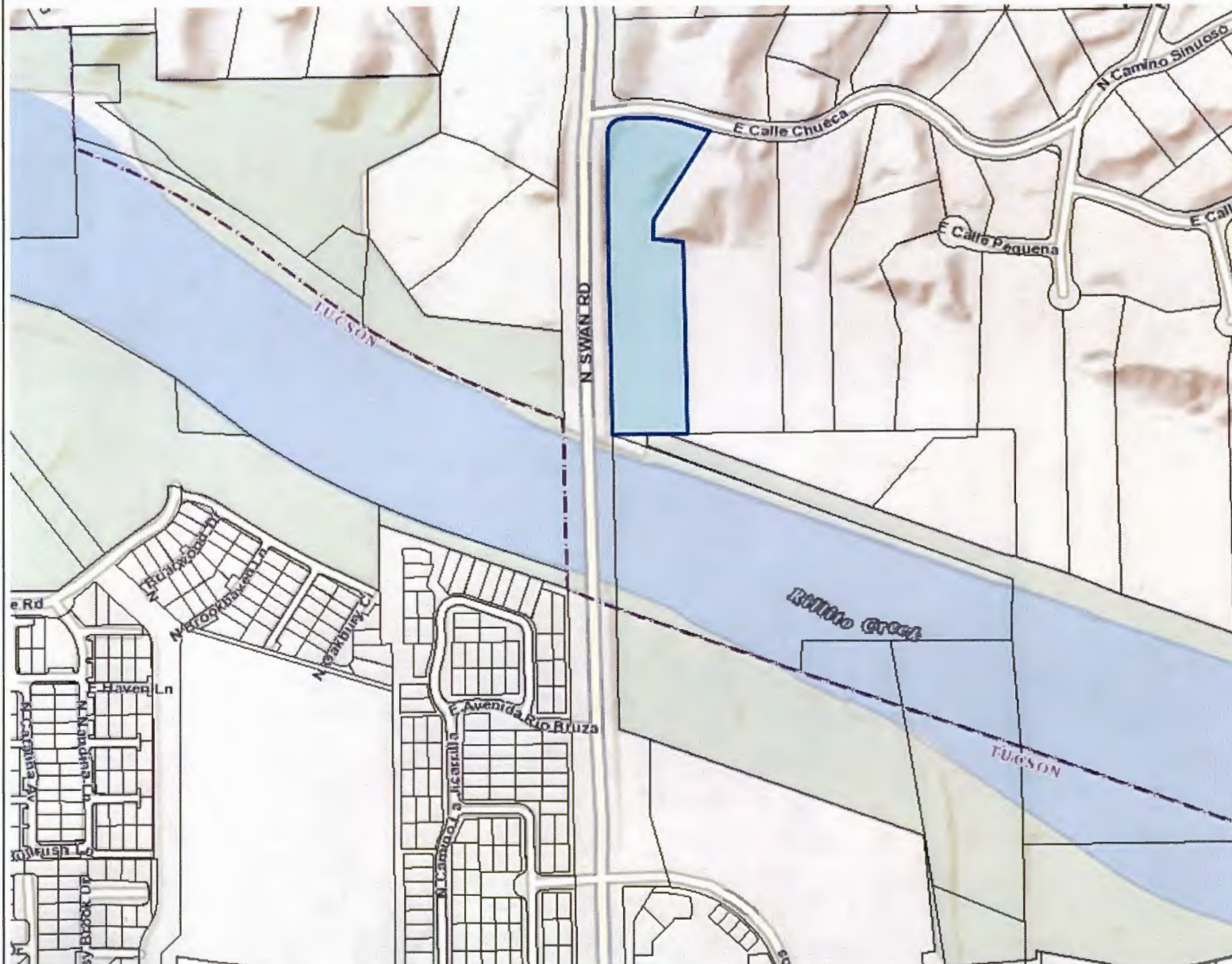
County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

4700 Calle Chueca

Legend

☐ Parcels



Notes:

920.8 0 460.41

Feet



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

5/18/2018

CONTRACT	
NO.	<u>CTN. PW-19-168</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	



SALES AGREEMENT

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

1.1. Seller: Pima County Flood Control District a special taxing district of the State of Arizona.

1.2. Buyer: Hannah Stakley, a single woman

1.3. Purchase Price: Two Hundred and Forty Three Thousand, and One Hundred Dollars , includes a \$1,000.00 Dollars, administration fee (\$ 243,100 .00)

1.4. Earnest Money Deposit: the sum of Twenty Four Thousand Dollars (\$24,000.00)

1.5. Title Company: Fidelity National Title Agency, located at 1745 E. River Rd. #145, is hereby appointed as the "Escrow Agent" for this transaction. Maria Oros is the escrow agent assigned to this transactions

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

1.7. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

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

1.9. Buyer's Address: Hannah Stakley, 3635 N. Plaza de Las Lomas, Tucson, AZ 85718

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

3. **Purchase of Property.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, Seller's fee interest in the Property, for the Purchase Price, payable as follows:

3.1. On the Effective Date, Buyer will pay the Earnest Money Deposit to Title Company as escrow agent. Escrow Agent is hereby instructed to deposit all such payments in a federally insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, the Earnest Money Deposit shall be credited against the Purchase Price, and any interest earned on the Earnest Money Deposit shall be paid to Buyer. If the escrow fails to close because of a default by Seller, then the Earnest Money Deposit and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to Seller.

3.2. The remainder of the Purchase Price will be paid to the Seller in cash at closing.

4. **Closing Costs, Title and Prorations.**

4.1. Closing Costs. Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by Seller. Buyer will pay all other Closing Costs related to the Closing.

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

4.3. Prorations. Property taxes, rents, and annual payment of assessments with

interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

5. **Escrow and Title.**

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

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

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

5.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** and the standard printed exceptions in the policy.

6. **Closing.**

6.1. Closing Date. The Closing of the sale of the Property to Buyer (the

"Closing") will take place at the office of Title Company on or before thirty (30) days after the Effective Date, unless extended by Seller and Buyer.

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

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

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

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

6.3.1. An executed Special Warranty Deed in the form of **Exhibit C**; and

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

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

7. **Disclosures and Covenants.**

7.1. "As-Is" Sale. Buyer accepts the Property in an AS IS CONDITION, with NO WARRANTY FROM SELLER OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION THEREOF.

7.2. Cultural Resources. Buyer is hereby notified that cultural resources (archaeological, cultural, or historic resources) may be present on the subject property. In the event development or ground disturbance is planned, these cultural resources may require treatment (inventory assessment, and mitigation), approved by Pima County and the State Historic Preservation Office.

7.3. Condition of Property. Buyer is solely responsible for conducting its own due diligence regarding the condition of the Property.

7.4. Septic. Seller makes no warranty with regard to the condition of the septic

system. Seller will not certify existing septic system.

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

7.6. Use of Property by Seller. Seller will maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be released before the Closing.

8. **Environmental.**

8.1. Environmental Representations. Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Property, each party remaining responsible for its obligations as set forth by law.

8.2. Environmental Inspection Rights.

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

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

9. **Broker's Commission.** Seller will pay 1% commission due to Ronnie Spece, At Home Tucson Realty, and 3% to Buyers broker Michael Martinez, Realty Executives.

10. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults

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

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

<u>Exhibit A</u>	Description of Property
<u>Exhibit A-1</u>	Depiction Showing Property
<u>Exhibit B</u>	Permitted Exceptions for Property
<u>Exhibit C</u>	Form of Deed for Property

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

12.1. Notices.

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

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

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

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

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

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

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

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

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

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

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

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

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

12.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

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

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

Buyer's Approval and Acceptance:


Hannah Stakley

Date: 3/16/19.

SELLER: PIMA COUNTY Regional Flood Control, a special taxing district of the State of Arizona:

Richard Elias Chairman, Board of Directors

Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:



Neil J. Konigsberg, Manager, Real Property Services

 3/24/19

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 3/14/19

Kell Olson, Deputy County Attorney

22 February 2018

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of Lot 145 of Flecha Caida Ranch Estates #3, Book 12 of Maps and Plats at Page 81, recorded in the office of the Pima County Recorder and being within the Southwest Quarter of the Northwest Quarter of Section 26, Township 13 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 145, a ½" rebar tagged "LS13557" to which the northwest corner, a ½" rebar tagged "LS13557", bears North 84°24'30" West a distance of 264.83 feet;

THENCE along the east line of said Lot 145 South 25°53'43" West a distance of 328.95 feet to a set ½" rebar tagged "RLS27755";

THENCE continuing along the east line of Lot 145 South 00°03'03" East a distance of 62.00 feet to a set ½" rebar tagged "RLS27755";

THENCE South 88°46'05" West a distance of 139.65 feet to a set concrete nail tagged "RLS27755" on the west line of said Lot 145 also being on the east right of way line of Swan Road;

THENCE along said east right of way line and west line of Lot 145 North 01°13'55" West a distance of 179.43 feet to a set ½" rebar tagged "RLS27755" and the beginning of a tangent curve concave to the east having a radius of 1357.40 feet and a central angle of 08°41'30";

THENCE continuing along the west line of Lot 145 and east right of way line and arc of said curve to the right a distance of 205.92 feet to a set ½" rebar tagged "RLS27755" being a point on a curve concave to the southeast having a radius of 25.00 feet and to which a radial line bears North 23°20'47" West;

THENCE continuing along the west line of Lot 145 along the arc of said curve to the right and through a central angle of 28°56'17" a distance of 12.63 feet to a found ½" rebar tagged "LS13557" on the north line of said Lot 145

THENCE along said north line South 84°24'30" East a distance of 264.83 feet to the **POINT OF BEGINNING**.

Reserving onto Grantor

(Continued)

a 15.00-foot wide easement for ingress and egress across said Lot 145, being 7.50 feet on each side of the following described centerline:

COMMENCING at the northeast corner of said Lot 145;

THENCE along the north line of said Lot 145 North $84^{\circ}24'30''$ West a distance of 152.36 feet to the POINT OF BEGINNING of said centerline;

THENCE South $71^{\circ}43'35''$ West a distance of 37.74 feet to the beginning of a tangent curve concave to the southeast having a radius of 100 feet and a central angle of $64^{\circ}21'04''$;

THENCE along the arc of said curve to the left a distance of 112.31 feet to a point of tangency;

THENCE South $07^{\circ}22'31''$ West a distance of 37.97 feet;

THENCE South $12^{\circ}57'11''$ West a distance of 66.64 feet;

THENCE South $02^{\circ}00'44''$ West a distance of 77.39 feet to the beginning of a tangent curve concave to the northeast having a radius of 60.00 feet and a central angle of $69^{\circ}35'30''$;

THENCE along the arc of said curve to the left a distance of 72.88 feet to a point of tangency;

THENCE South $67^{\circ}34'46''$ East a distance of 49.95 feet;

THENCE South $45^{\circ}14'04''$ East a distance of 32.45 feet to a point on the south line of the above described parcel and the POINT OF TERMINUS of said centerline.


The sidelines of said 15.00-foot wide easement to be lengthened or shortened to intersect with the north line of said Lot 145 and the south line of the above-described parcel.

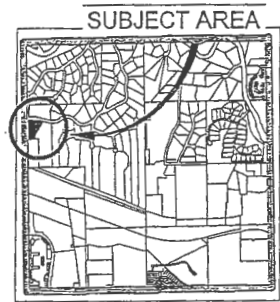


Expires 31 March 2018

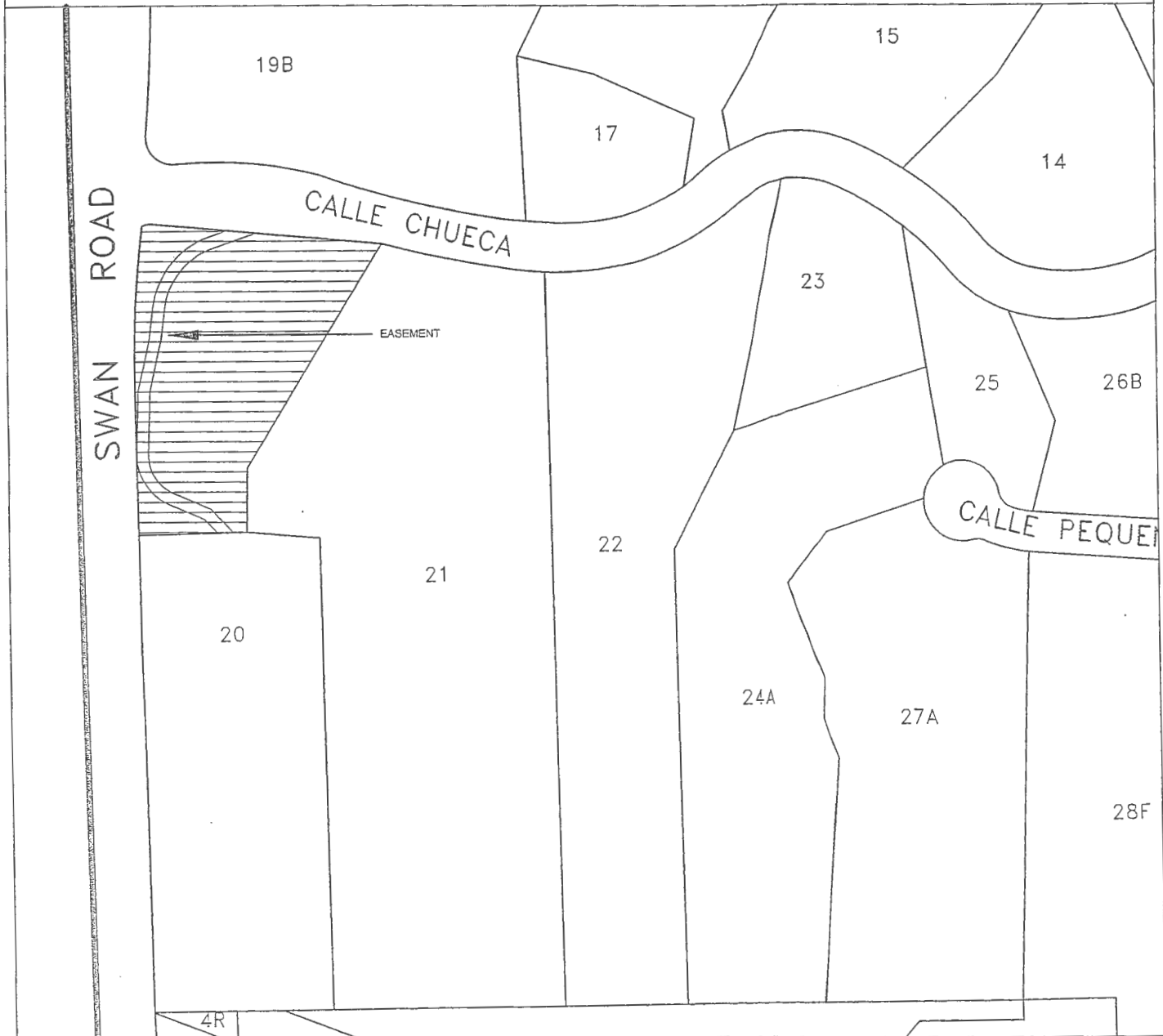
EXHIBIT "A-1"

SECTION 26
TOWNSHIP 13 SOUTH
RANGE 14 EAST

 PORTION OF PARCEL
109-24-0200



SECTION 26 G&SRM
PIMA COUNTY, ARIZONA



**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

18014

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: APR 2018

Exhibit "B"

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2018.
2. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
3. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 12 of Maps, Page 81.
4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition, or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: Docket 1122, Page 79

Modification(s) of said covenants, conditions and restrictions

Recording No: Docket 1144, Page 58

Modification(s) of said covenants, conditions and restrictions

Recording No: Docket 1227, Page 366

Modification(s) of said covenants, conditions and restrictions

Recording No: Docket 1282, Page 360

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: telephone and telegraph

Recording No: Docket 1462, Page 278

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Right of Way

Recording No: Docket 1340, Page 373

Recording No: Docket 3094, Page 709

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: access and utilities

Recording No: Docket 3252, Page 547

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric transmission lines

Recording No: Docket 3820, Page 595

Recording No: Docket 6476, Page 1321

Recording No: Docket 6486, Page 684

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: sewer lines
Recording No: Docket 3027, Page 140

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric lines
Recording No: Docket 7660, Page 890

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: slope
Recording No: Docket 7684, Page 1029

12. Matters contained in that certain document

Entitled: Cable Television Service Agreement
Recording No: Docket 8664 Page 1097

EXHIBIT C

When Recorded, Please Return to:

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 Hannah Stakley, a single woman, 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.

Reserving onto Grantor an Easement for Ingress and Egress as shown on Exhibit "A"

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

Page 1 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: RL	File #: Sale-0059	Activity #:	P [X] De [] Do [] E []

EXHIBIT C

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.

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.

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Page 2 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0059	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

Grantor: Pima County Regional Flood Control District,
a special taxing district of the State of Arizona

By: _____
Neil J. Konigsberg, Manager Real Property Services

Date: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 2019 by Neil J. Konigsberg, Manager Real Property Services.

Notary Public

My Commission Expires: _____

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: RL	File #: Sale-0059	Activity #:	P [X] De [] Do [] E []

22 February 2018

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of Lot 145 of Flecha Caida Ranch Estates #3, Book 12 of Maps and Plats at Page 81, recorded in the office of the Pima County Recorder and being within the Southwest Quarter of the Northwest Quarter of Section 26, Township 13 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 145, a ½" rebar tagged "LS13557" to which the northwest corner, a ½" rebar tagged "LS13557", bears North 84°24'30" West a distance of 264.83 feet;

THENCE along the east line of said Lot 145 South 25°53'43" West a distance of 328.95 feet to a set ½" rebar tagged "RLS27755";

THENCE continuing along the east line of Lot 145 South 00°03'03" East a distance of 62.00 feet to a set ½" rebar tagged "RLS27755";

THENCE South 88°46'05" West a distance of 139.65 feet to a set concrete nail tagged "RLS27755" on the west line of said Lot 145 also being on the east right of way line of Swan Road;

THENCE along said east right of way line and west line of Lot 145 North 01°13'55" West a distance of 179.43 feet to a set ½" rebar tagged "RLS27755" and the beginning of a tangent curve concave to the east having a radius of 1357.40 feet and a central angle of 08°41'30";

THENCE continuing along the west line of Lot 145 and east right of way line and arc of said curve to the right a distance of 205.92 feet to a set ½" rebar tagged "RLS27755" being a point on a curve concave to the southeast having a radius of 25.00 feet and to which a radial line bears North 23°20'47" West;

THENCE continuing along the west line of Lot 145 along the arc of said curve to the right and through a central angle of 28°56'17" a distance of 12.63 feet to a found ½" rebar tagged "LS13557" on the north line of said Lot 145

THENCE along said north line South 84°24'30" East a distance of 264.83 feet to the **POINT OF BEGINNING**.

Exhibit "A"

Reserving onto Grantor

(Continued)

a 15.00-foot wide easement for ingress and egress across said Lot 145, being 7.50 feet on each side of the following described centerline:

COMMENCING at the northeast corner of said Lot 145;

THENCE along the north line of said Lot 145 North $84^{\circ}24'30''$ West a distance of 152.36 feet to the POINT OF BEGINNING of said centerline;

THENCE South $71^{\circ}43'35''$ West a distance of 37.74 feet to the beginning of a tangent curve concave to the southeast having a radius of 100 feet and a central angle of $64^{\circ}21'04''$;

THENCE along the arc of said curve to the left a distance of 112.31 feet to a point of tangency;

THENCE South $07^{\circ}22'31''$ West a distance of 37.97 feet;

THENCE South $12^{\circ}57'11''$ West a distance of 66.64 feet;

THENCE South $02^{\circ}00'44''$ West a distance of 77.39 feet to the beginning of a tangent curve concave to the northeast having a radius of 60.00 feet and a central angle of $69^{\circ}35'30''$;

THENCE along the arc of said curve to the left a distance of 72.88 feet to a point of tangency;

THENCE South $67^{\circ}34'46''$ East a distance of 49.95 feet;

THENCE South $45^{\circ}14'04''$ East a distance of 32.45 feet to a point on the south line of the above described parcel and the POINT OF TERMINUS of said centerline.

The sidelines of said 15.00-foot wide easement to be lengthened or shortened to intersect with the north line of said Lot 145 and the south line of the above-described parcel.



Expires 31 March 2018