



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 6, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

AZDA LLC, an Arizona Limited Liability Company ("Buyer")

***Project Title/Description:**

Sale of Surplus Property / Sales Agreement

***Purpose:**

On January 22, 2019, the Board approved the sale of the a portion of tax parcel 114-57-0670, located at 10509 E. Tanque Verde (the "Property"). The Property consists of a single family residence with approximately 3,718 square feet, on 3.291 acres. The larger parcel was acquired in 1997 for road and bank protection purposes along the Agua Caliente Wash area. The Property is no longer in the floodway. Pima County will be retaining 6.661 acres, and reserving an access easement. The Property is being sold pursuant to A.R.S. Section 11-251(9). The Buyer was the high bidder at the public auction held on June 4, 2019.

RPS File No.: Sale-0050

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

Pima County 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 September 18, 2018 at \$360,000.00. The property was sold for the appraised value.

***Retroactive:**

NO

A location map is attached.

10: 008- 7-23-19
Ver. - 1
Pgs. 24
C11

Contract / Award InformationDocument Type: CTN Department Code: PW Contract Number (i.e., 15-123): 20*0015Effective Date: 8/06/2019 Termination Date: 11/05/2019 Prior Contract Number (Synergen/CMS): _____☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 360,000.00***Funding Source(s) required:** Flood Control OperationsFunding 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: _____

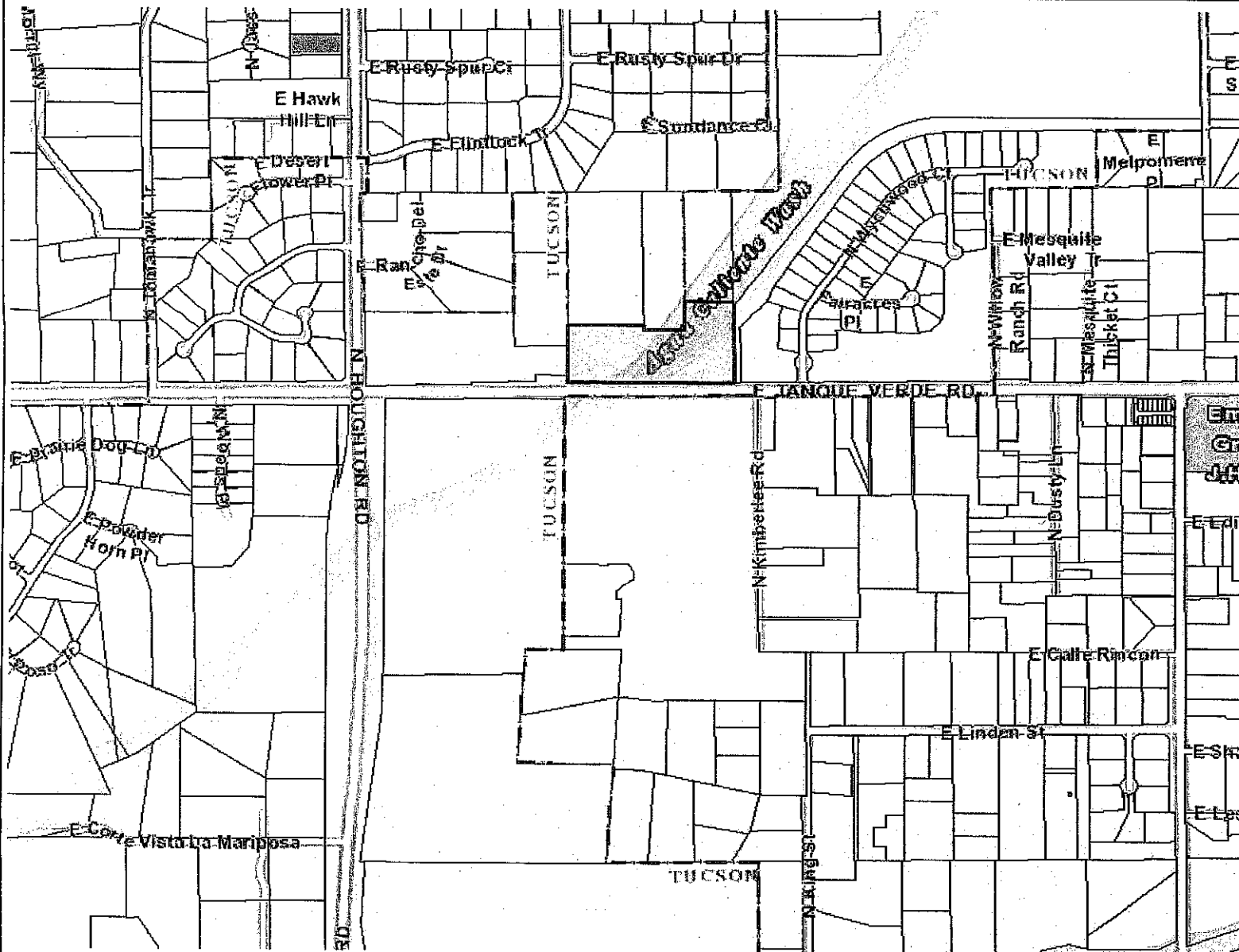
County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

10509 E Tanque Verde Parcel 114570670

Legend

☐ Parcels



1,841.6

0

920.81

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.

Notes:

5/18/2018

CONTRACT	
NO. <u>CTN-PW-20-015</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, a political subdivision of the State of Arizona
- 1.2. Buyer: AZDA LLC, an Arizona Limited Liability Company
- 1.3. Purchase Price: the sum of Three Hundred and Sixty thousand Dollars (\$360,000.00)
- 1.4. Earnest Money Deposit: the sum of Forty Thousand Dollars (\$40,000.00)
- 1.5. Title Company: Fidelity National Title, located at 1745 E. River Rd. #145, is hereby appointed as the "Escrow Agent" for this transaction. Maria Oros is the escrow agent to this transaction.
- 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 Supervisors.
- 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: AZDA, LLC, 4045 Sheridan Ave. #258, Miami Beach, FL. 33140.

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. County makes no warranty with regard to the condition of the septic system. The existing septic system on the property is not certified by the County.

7.5. Exempt Well 55-636411. County makes no warranty on the quality of well water or if the well is operable. The registry of well indicates that the well was drilled in 1965.

7.6. 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.

7.7. 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.

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:

AZDA, a Limited Liability Company

BY: _____

Damon E. Giglio

ITS: Managing Member

Date: _____

6/4/19

Seller's Approval and Acceptance:

SELLER: 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 J. Konigsberg, Manager, Real Property Services

 7/18/19

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 Southeast Quarter of the Southwest Quarter of Section 36, Township 13 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 9812 at Page 548, more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter of Section 36, a brass cap survey monument stamped "1/4 SEC 36, PCDOT", to which the southwest corner of said Section 36, a brass cap survey monument stamped "PCDOT, 35,36, T13S R15E" bears South 89°21'27" West a distance of 2654.88 feet;

THENCE along the south line of said Section 36, South 89°21'27" West a distance of 1327.44 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter;

THENCE North 00°49'14" West a distance of 50.00 feet to the north right of way line of Tanque Verde Road and the southwest corner of that parcel as described in said Docket 9812 at Page 548, said point being the **POINT OF BEGINNING**;

THENCE along the west line of said parcel North 00°49'14" West a distance of 376.17 feet to the northwest corner of said parcel;

THENCE along the north line of said parcel North 89°22'23" East a distance of 485.40 feet;

THENCE continuing along said north line South 01°04'04" East a distance of 12.60 feet;

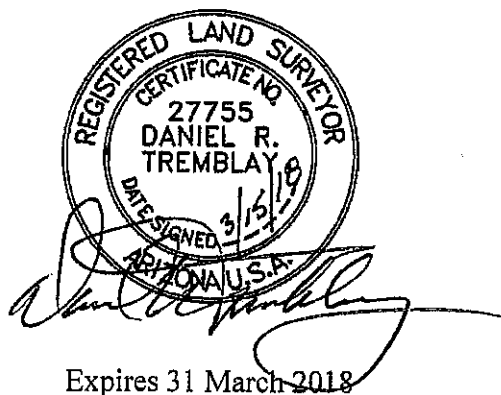
THENCE continuing along said north line North 89°22'23" East a distance of 51.73 feet;

THENCE South 32°42'01" West a distance of 98.89 feet to the beginning of a tangent curve concave to the northwest having a radius of 600.00 feet and a central angle of 22°41'00";

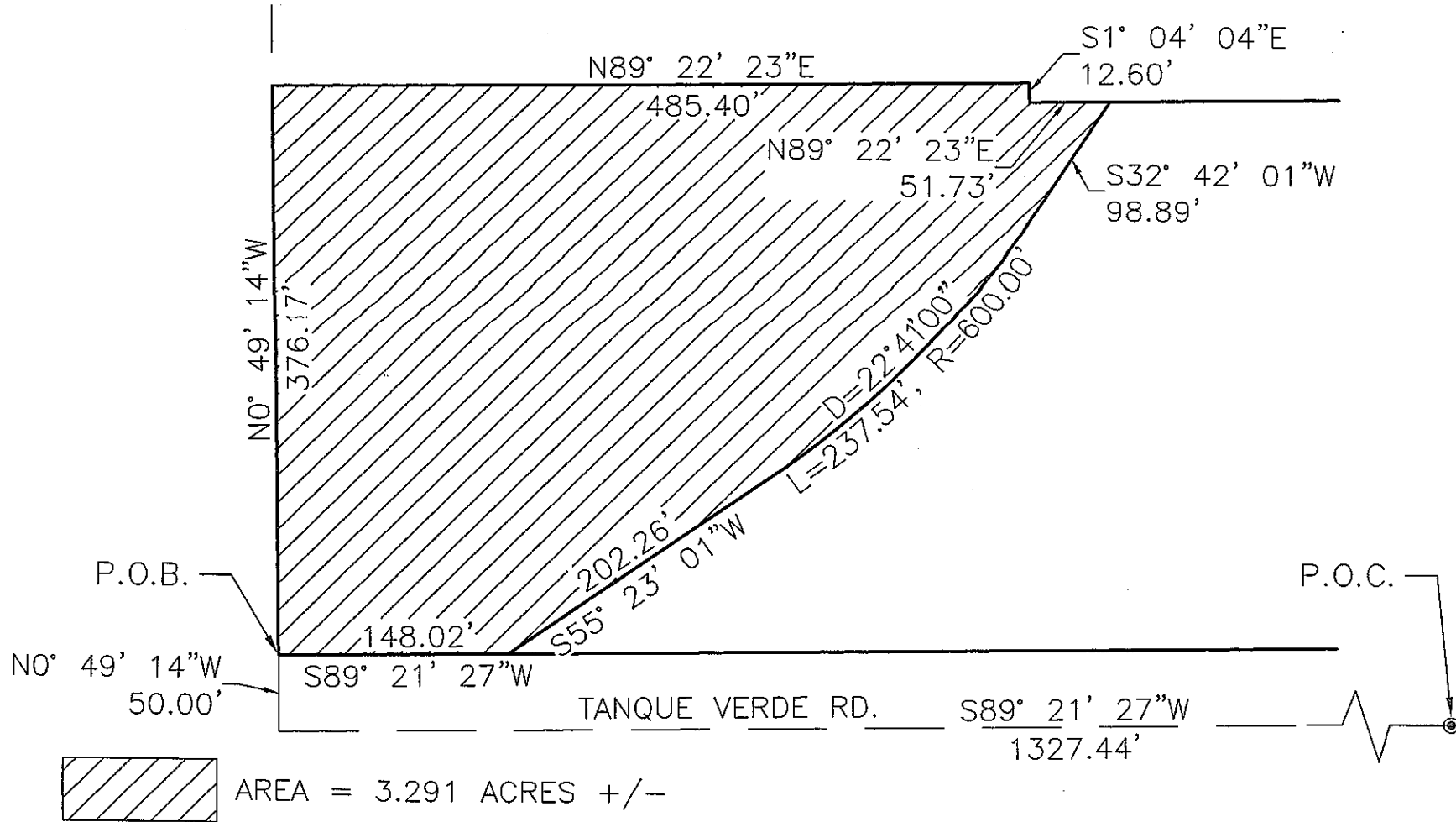
THENCE along the arc of said curve to the right a distance of 237.54 feet to point of tangency;

THENCE South 55°23'01" West a distance of 202.26 feet to the south line of said parcel and north right of way line of Tanque Verde Road;

THENCE along said south line South 89°21'27" West a distance of 148.02 feet to the **POINT OF BEGINNING**.



DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF A PARCEL PER DOCKET 9812, PAGE 548
 LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA
 AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 15 March 2018

Drawn By: AJL

Sheet 3 of 3



(Continued)

Reserving onto Grantor

A 20.00 foot wide Access Easement across a portion of the Southeast Quarter of the Southwest Quarter of Section 36, Township 13 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 9812 at Page 548, being 10.00 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Southwest Quarter of Section 36, a brass cap survey monument stamped "1/4 SEC 36, PCDOT", to which the southwest corner of said Section 36, a brass cap survey monument stamped "PCDOT, 35,36, T13S R15E" bears South 89°21'27" West a distance of 2654.88 feet;

THENCE along the south line of said Section 36, South 89°21'27" West a distance of 1327.44 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter;

THENCE North 00°49'14" West a distance of 50.00 feet to the north right of way line of Tanque Verde Road and the southwest corner of that parcel as described in said Docket 9812 at Page 548;

THENCE along the west line of said parcel North 00°49'14" West a distance of 49.53 feet to the POINT OF BEGINNING of said centerline;

THENCE North 83°02'16" East a distance of 63.40 feet;

THENCE North 69°33'00" East a distance of 81.11 feet;

THENCE South 67°11'03" East a distance of 43.77 feet to the beginning of a tangent curve concave to the north having a radius of 60.00 feet and a central angle of 57°25'55";

THENCE along the arc of said curve to the left a distance of 60.14 feet to point of tangency;

THENCE North 55°23'01" East a distance of 88.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 590.00 feet and a central angle of 22°41'00";

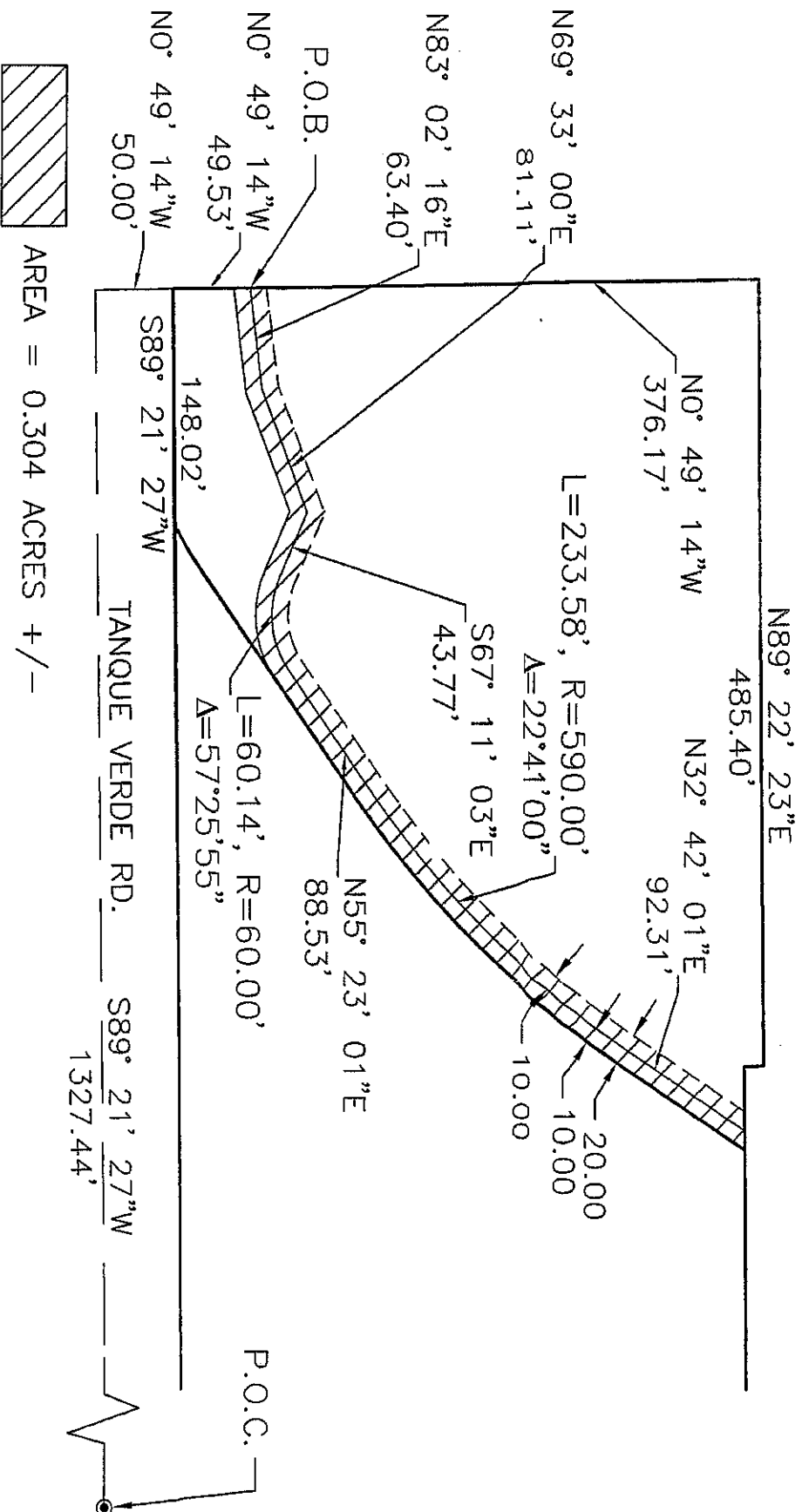
THENCE along the arc of said curve to the left a distance of 233.58 feet to point of tangency;

THENCE North 32°42'01" East a distance of 92.31 feet to a point on the north line of said parcel and the POINT OF TERMINUS of said centerline.



Expires 31 March 2021

Reservation of Easement Depicted EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF A PARCEL PER DOCKET 9812, PAGE 548
 LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 15 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 13 August 2018

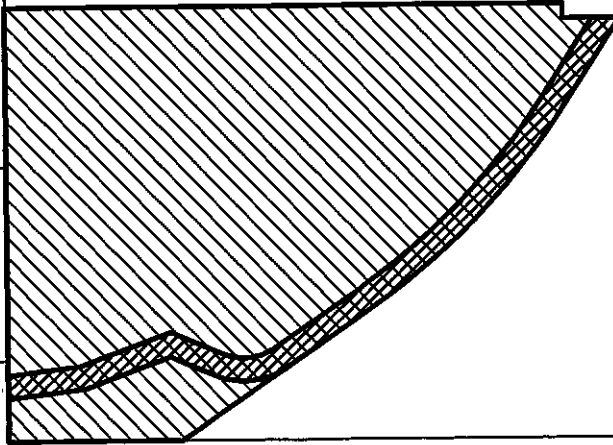
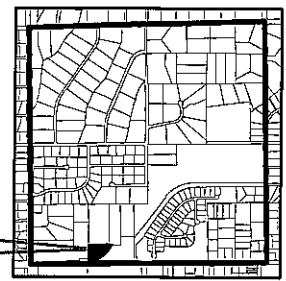
Drawn By: DRT

Sheet 3 of 3

EXHIBIT A DEPICTION

SECTION 36
TOWNSHIP 13 SOUTH
RANGE 15 EAST
G&SRM, PIMA COUNTY
ARIZONA


SUBJECT AREA



TANQUE VERDE

Legend

Parcel

 Reservation of Access Easement

 Portion of Parcel No. 114-57-0670



**ENGINEERING
INFORMATION
MANAGEMENT**

DRAWN BY: R FREER

DATE: 6/5/2019

NOT TO SCALE

2018066

Document Path: Z:\Analysis\GIS\HMA Shared Data\GIS\Location Maps\2018\HMA\2018066 Location Map.mxd

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 2019.
2. The rights or claims of title, if any, by the United States of America, State of Arizona, the municipality and the public to any portion of the Land being located in the bed of any river or dry wash.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Electric Power Transmission Line
Recording Date:	August 03, 1945
Recording No:	<u>Book 91 of Miscellaneous Records, Page 76</u>
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Ingress and Egress
Recording Date:	October 03, 1962
Recording No:	<u>Docket 1998, Page 300</u>
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Natural Gas Line
Recording Date:	February 11, 1963
Recording No:	<u>Docket 2055, Page 496</u>
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Electric Transmission or Distribution Lines or System
Recording Date:	August 31, 1965
Recording No:	<u>Docket 2568, Page 210</u>
7. Covenants, conditions, restrictions and easements 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:	<u>Docket 7356, Page 1145</u>
---------------	-------------------------------
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Slope, Drainage and Recreation
Recording Date:	October 07, 1993
Recording No:	<u>Docket 9643, Page 457</u>
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Ingress and Egress
Recording Date:	September 18, 1998
Recording No:	<u>Docket 10884, Page 614</u>
10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Ingress and Egress
Recording Date:	September 25, 2001
Recording No:	<u>Docket 11641, Page 554</u>
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose:	Access
Recording Date:	_____
Recording No:	_____

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 AZDA LLC, an Arizona Limited Liability Company 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 <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0050	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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-0050	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

Grantor: Pima County a political subdivision
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: _____

Page 3 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: RL	File #: Sale-0050	Activity #:	P [X] De [] Do [] E []

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the Southeast Quarter of the Southwest Quarter of Section 36, Township 13 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 9812 at Page 548, more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter of Section 36, a brass cap survey monument stamped "1/4 SEC 36, PCDOT", to which the southwest corner of said Section 36, a brass cap survey monument stamped "PCDOT, 35,36, T13S R15E" bears South $89^{\circ}21'27''$ West a distance of 2654.88 feet;

THENCE along the south line of said Section 36, South $89^{\circ}21'27''$ West a distance of 1327.44 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter;

THENCE North $00^{\circ}49'14''$ West a distance of 50.00 feet to the north right of way line of Tanque Verde Road and the southwest corner of that parcel as described in said Docket 9812 at Page 548, said point being the **POINT OF BEGINNING**;

THENCE along the west line of said parcel North $00^{\circ}49'14''$ West a distance of 376.17 feet to the northwest corner of said parcel;

THENCE along the north line of said parcel North $89^{\circ}22'23''$ East a distance of 485.40 feet;

THENCE continuing along said north line South $01^{\circ}04'04''$ East a distance of 12.60 feet;

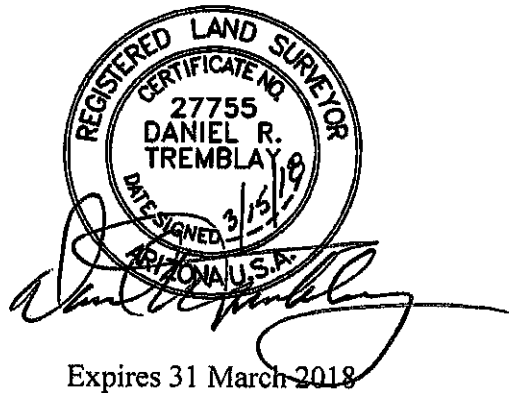
THENCE continuing along said north line North $89^{\circ}22'23''$ East a distance of 51.73 feet;

THENCE South $32^{\circ}42'01''$ West a distance of 98.89 feet to the beginning of a tangent curve concave to the northwest having a radius of 600.00 feet and a central angle of $22^{\circ}41'00''$;

THENCE along the arc of said curve to the right a distance of 237.54 feet to point of tangency;

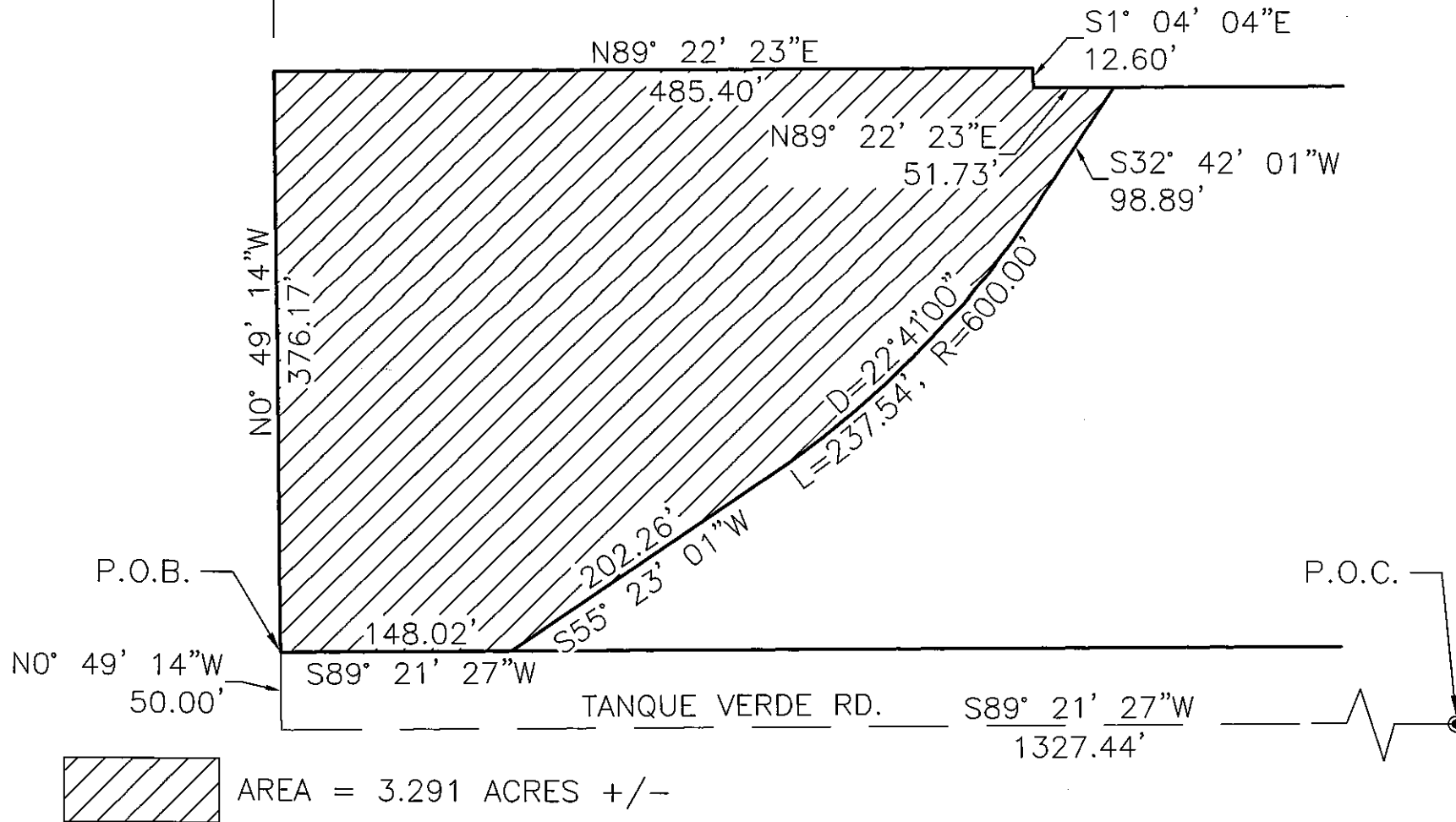
THENCE South $55^{\circ}23'01''$ West a distance of 202.26 feet to the south line of said parcel and north right of way line of Tanque Verde Road;

THENCE along said south line South 89°21'27" West a distance of 148.02 feet to the **POINT OF BEGINNING**.



Expires 31 March 2018

DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF A PARCEL PER DOCKET 9812, PAGE 548
 LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 15 EAST, GILA
 AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 15 March 2018

Drawn By: AJI

Sheet 3 of 3



(Continued)

Reserving onto Grantor

A 20.00 foot wide Access Easement across a portion of the Southeast Quarter of the Southwest Quarter of Section 36, Township 13 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 9812 at Page 548, being 10.00 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Southwest Quarter of Section 36, a brass cap survey monument stamped "1/4 SEC 36, PCDOT", to which the southwest corner of said Section 36, a brass cap survey monument stamped "PCDOT, 35,36, T13S R15E" bears South 89°21'27" West a distance of 2654.88 feet;

THENCE along the south line of said Section 36, South 89°21'27" West a distance of 1327.44 feet to the southwest corner of said Southeast Quarter of the Southwest Quarter;

THENCE North 00°49'14" West a distance of 50.00 feet to the north right of way line of Tanque Verde Road and the southwest corner of that parcel as described in said Docket 9812 at Page 548;

THENCE along the west line of said parcel North 00°49'14" West a distance of 49.53 feet to the POINT OF BEGINNING of said centerline;

THENCE North 83°02'16" East a distance of 63.40 feet;

THENCE North 69°33'00" East a distance of 81.11 feet;

THENCE South 67°11'03" East a distance of 43.77 feet to the beginning of a tangent curve concave to the north having a radius of 60.00 feet and a central angle of 57°25'55";

THENCE along the arc of said curve to the left a distance of 60.14 feet to point of tangency;

THENCE North 55°23'01" East a distance of 88.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 590.00 feet and a central angle of 22°41'00";

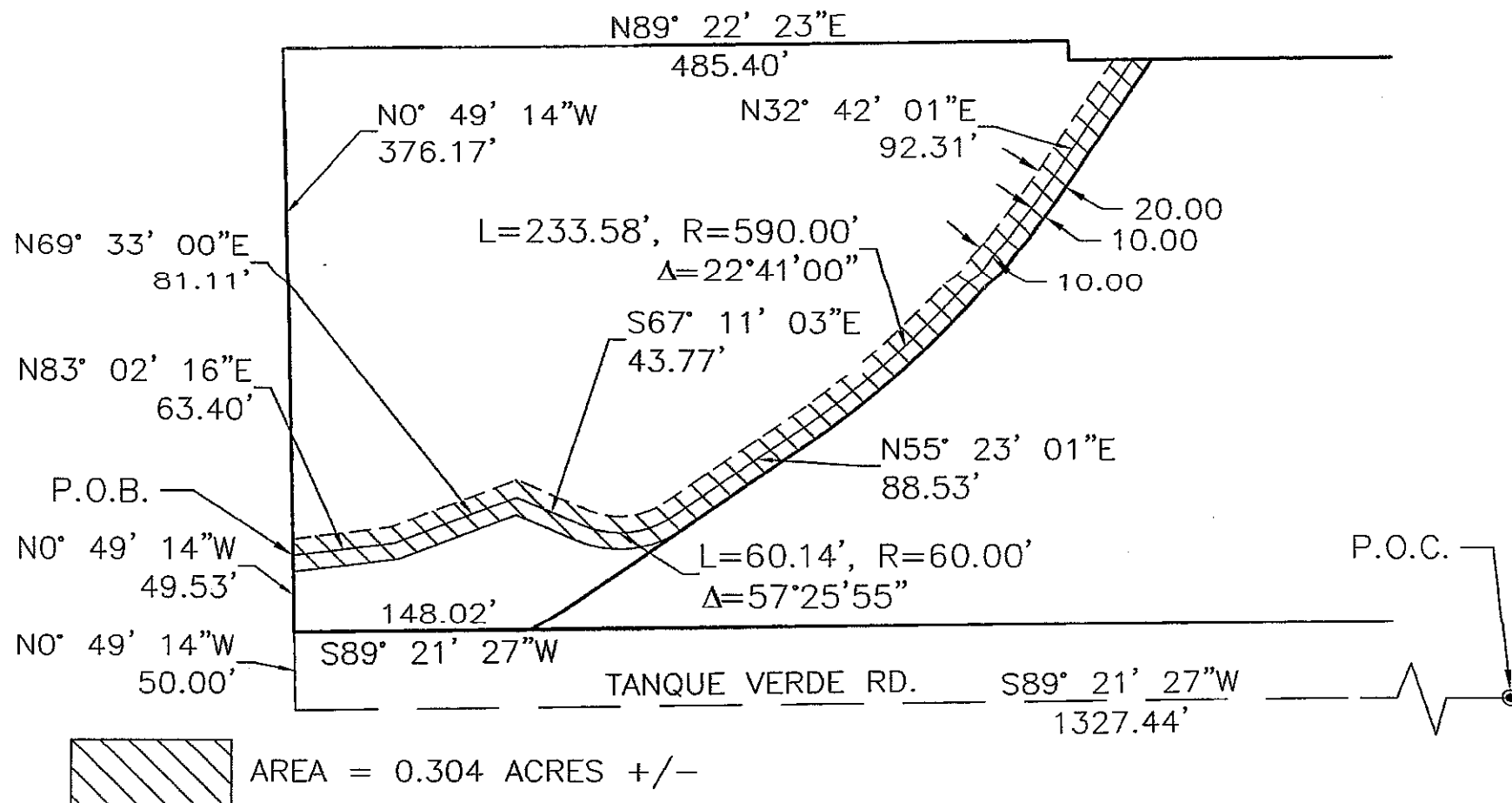
THENCE along the arc of said curve to the left a distance of 233.58 feet to point of tangency;

THENCE North $32^{\circ}42'01''$ East a distance of 92.31 feet to a point on the north line of said parcel and the **POINT OF TERMINUS** of said centerline.



Expires 31 March 2021

EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF A PARCEL PER DOCKET 9812, PAGE 548
LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 15 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 13 August 2018

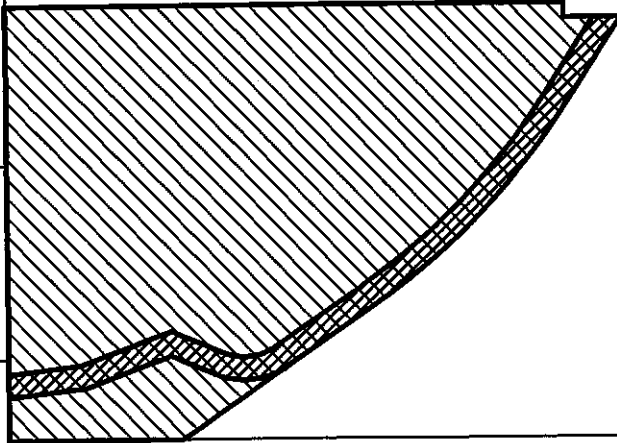
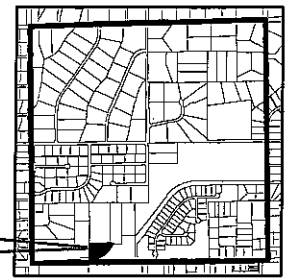
Drawn By: DRT

Sheet 3 of 3

EXHIBIT A DEPICTION

SECTION 36
TOWNSHIP 13 SOUTH
RANGE 15 EAST
G&SRM, PIMA COUNTY
ARIZONA

SUBJECT AREA



TANQUE VERDE

Legend

Parcel

- Reservation of Access Easement
- Portion of Parcel No. 114-57-0670



ENGINEERING
INFORMATION
MANAGEMENT

DRAWN BY: R. FREER

DATE: 6/5/2019

NOT TO SCALE

2018066