



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 5, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Title Security Agency, LLC

***Project Title/Description:**

Agreement to Donate Real Property - Acq-0919

***Purpose:**

The Regional Flood Control District ("District"), as Donee, desires to enter into a Donation Agreement with Title Security Agency, LLC ("TSA"), as Donor, for the donation of 24.9 acres of land located north of Tangerine Road and west of Rancho Vistoso Boulevard (the "Big Wash"). The donation is under the Flood Land Acquisition Program (FLAP). Depiction map attached.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

The donation will increase open space and trails in the area and allow the District to maintain the Big Wash watercourse.

***Public Benefit:**

Protection and maintenance of the Big Wash, and expansion of recreation area.

***Metrics Available to Measure Performance:**

The District will pay an amount not to exceed \$3,600 toward the District share of Closing costs including the cost of the premium for a Standard Owner's Title Insurance Policy insuring title in the amount of \$60,000

***Retroactive:**

No

Attached: Location map

To: COB - 4-17-20
Ver. - 1
pgs - 16 (1)

Procurement Dept 04/17/20 PM 10:17

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 20*0299
Effective Date: 5/5/2020 Termination Date: 8/4/2020 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 3,600.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: FN-Special Projects

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____
Amendment No.: _____ AMS Version No.: _____
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: Dana Hausman

Department: PW-Real Property Services

Telephone: 724-6713

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

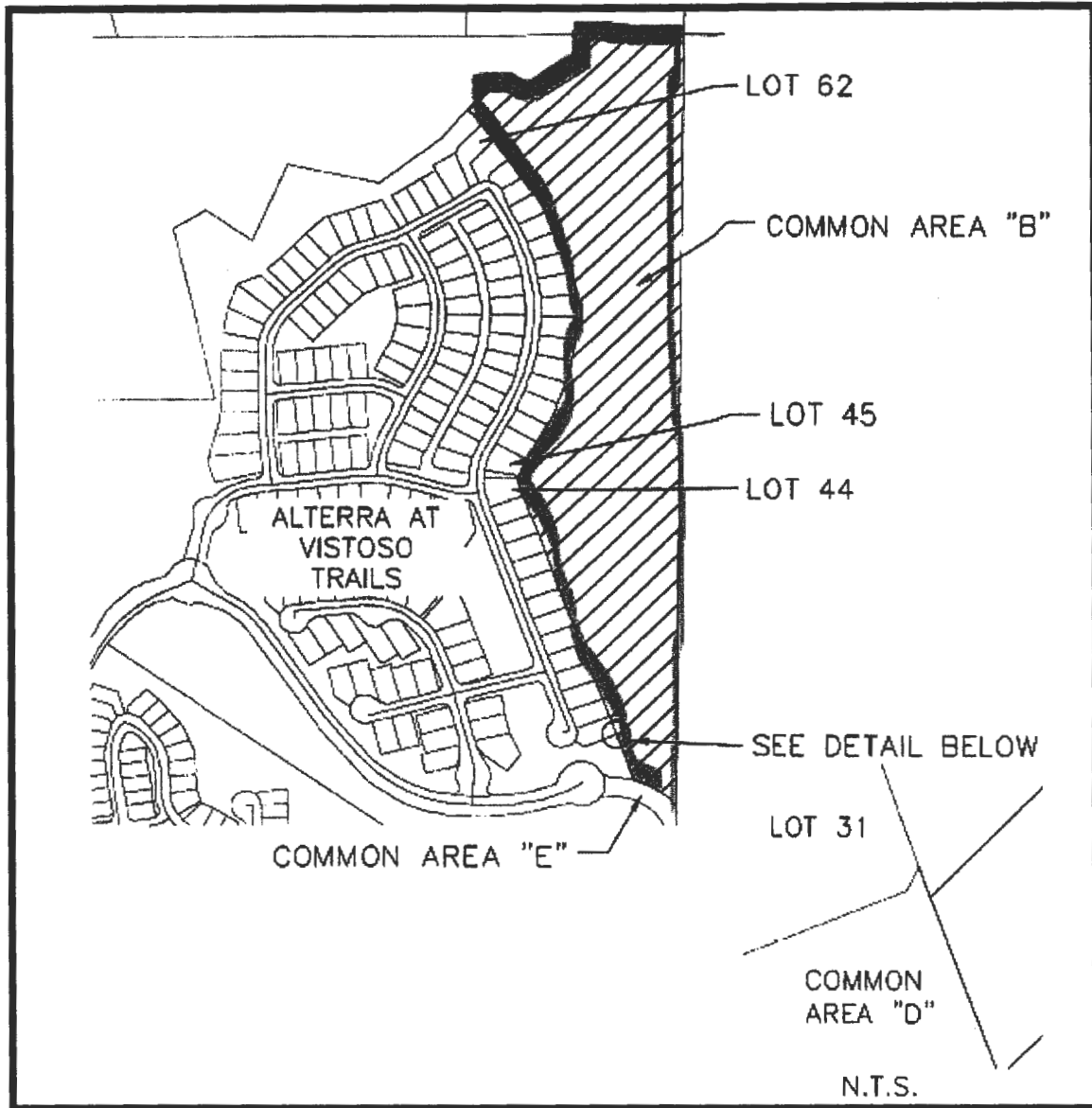
County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

LOCATION MAP

SECTION 25
TOWNSHIP 11 SOUTH
RANGE 113 EAST

TAX PARCEL 219-55-2290 (portion of)



Pima County Public Works Administration
Real Property Services

DRAWING NOT TO SCALE

DATE: April 15, 2020



CONTRACT	
NO.	<u>CT-PW-20-299</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

AGREEMENT TO DONATE REAL PROPERTY – ACQ-0919

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

1.1. Donor: Title Security Agency, LLC, a Delaware limited liability company, fka Title Security Agency of Arizona, LLC, as Trustee under Trust 201527R

1.2. Donee: Pima County Flood Control District, a political taxing subdivision of the State of Arizona

1.3. Donee's Maximum Closing Costs: not to exceed Three Thousand Six Hundred Dollars (\$3,600.00)

1.4. Title Company: Pioneer Title Agency, Attn: Kim Moss, Escrow Officer, 7445 N. Oracle Road, Suite 101, Tucson, AZ 85704; (520) 797-2693

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

1.6. 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.

1.7. Removed Exceptions: items 9 & 10 on **Exhibit B**

1.8. Donor's Address: Title Security Agency LLC TR 201527R, Attn: Mattamy Tucson, LLC, 3561 E. Sunrise Drive, Suite 247, Tucson, AZ 85718

1.9. Donee's Address: Manager, Pima County Real Property Services, 201, North Stone Avenue, 6th Floor, Tucson, AZ 85701-1207; E-mail: neil.konigsberg@pima.gov

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

3. **Background & Purpose.**

3.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 24.9 acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**");

3.2. Donor desires to donate the Property to Donee; and

3.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

4. **Donation.**

4.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

4.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

4.3. Having been fully informed of the right to have the property appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agrees that the decision to donate the Property is voluntary and made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

5. **Inspection and Access.**

5.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours' notice by telephone

to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

5.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

5.3. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

5.4. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with closing prior to the expiration of the

Inspection Period.

6. **Donor's Covenants.**

6.1. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

6.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the Effective Date. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

6.3. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

7. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represents that there is now, or as of Closing will be, no personal property located on Property.

8. **Closing.**

8.1. Closing. The Closing shall take place no later than 90 days after the Effective Date, unless otherwise agreed to by the Parties.

8.2. Prorations. Assessments due for improvement districts shall be paid in full by the Donor prior to closing; property taxes, rents, and other similar costs, if any (collectively "**Prorations**") will be prorated as of the date of Closing. If Donor's entire owned parcel is larger than the Property, then: 1) the proration of taxes will be for the portion of taxes assessed against Donor's entire parcel which is attributable to the Property and 2) payment of the full year property tax for the Donor's entire owned parcel shall be paid by the Donor prior to becoming delinquent.

8.3. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the

following:

8.3.1. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

8.3.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

8.3.3. possession of the Property.

8.4. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs will not exceed Donee's Maximum Closing Costs.

9. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

10. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

11. **Conflict of Interest.** This Agreement is subject to cancellation within one (1) year 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 the 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.

The Parties have signed this Agreement on the dates set forth below.

Donor: Title Security Agency, LLC, a Delaware limited liability company,
fka Title Security Agency of Arizona, LLC, as Trustee under Trust No. 201527R *5/21/25*

BY: *[Signature]*
NAME

3/25/25
Date

AS: *Trust Officer*

This affidavit of disclosure supersedes any previously recorded Affidavit of Disclosure.

I certify under penalty of perjury that the information contained in this affidavit is true, complete and correct according to my best belief and knowledge.

Dated this 3/25 day of 2020 by:
(DATE) (YEAR)

TITLE SECURITY AGENCY, LLC, a Delaware limited liability company,
Trust 201527R, on 4

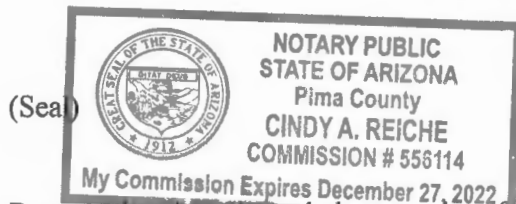
By:(print) Diane L. Sloane

Signature: [Signature]

As: Trust Officer

STATE OF ARIZONA)
) ss
County of Pima)

SUBSCRIBED AND SWORN before me this 25th day of March 2020,
by Diane L. Sloane as Trust Officer of Title Security Agency, LLC, a
Delaware limited liability company, as Trustee under Trust No. 201527R, and not in its
corporate capacity and not personally.



Cindy A. Reiche
Notary Public

Buyer(s) hereby acknowledges receipt of a copy of this Affidavit of Disclosure this

_____ day of _____
(DATE) (YEAR)

Buyer's name:

Real Property Services: Dana Hausman Signature: _____
(Print Name)

Donee: Pima County Flood Control District, a political taxing subdivision of the State of Arizona:

Chair, Board of Directors

Date

ATTEST:

Clerk of Board of Directors

Date

APPROVED AS TO CONTENT:

 4/16/2020

Carmine DeBonis, Deputy County Administrator for
Public Works



Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: 219-55-2290

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

All that part of Section 25, Township 11 South, Range 13 East, G. & S.R.M., Pima County, Arizona, being portions of Common Area "B" and Common Area "D", of the Final Plat of ALTERRA AT VISTOSO TRAILS, as recorded in the office of the Pima County Recorder, Pima County, Arizona in Seq #20173070030 and as amended by Final Plat Amendment recorded in Seq #20183230023; bounded as follows:

On the south by the north line of Common Area "E" of said Final Plat of Alterra at Vistoso Trails;

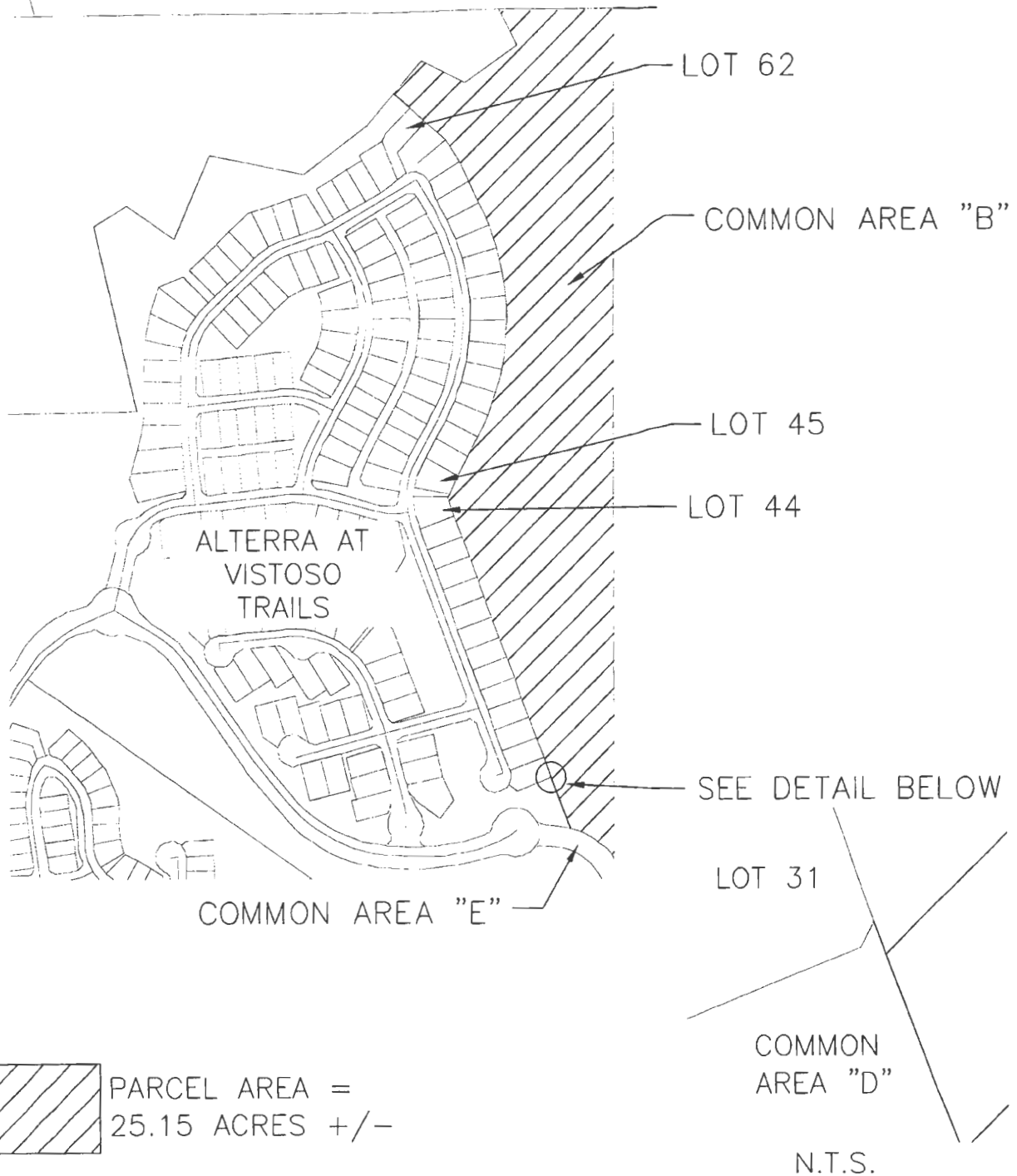
On the west by a line being the southerly extension of the east line of Lots 31-44, the east line of Lots 31-44, a line connecting the northeast corner of Lot 44 to the southeast corner of Lot 45, the east line of Lots 45-62, and a line being the northwesterly extension of the easterly line of Lots 61-62;

On the north by the northerly lines of said Final Plat of Alterra at Vistoso Trails; and,

On the east by the west line of Section 25, Township 11 South, Range 13 East, G. & S.R.M., Pima County, Arizona.

EXHIBIT "A-1"

DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF THE FINAL PLAT OF ALTERRA AT VISTOSO TRAILS,
RECORDED IN SEQ. NO. 20173070030, LYING WITHIN SECTION 25,
TOWNSHIP 11 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 03 January 2020

Drawn By: AJL

Sheet 2 of 2



EXHIBIT "B"

COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-219670 KM

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (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.
3. 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 of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented 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.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the subsequent effective date hereof but prior to the date the proposed Insured acquires of records for value the estate or interest or mortgage thereon covered by this Public.

(Note: The above Exceptions Nos. 2 through 8, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST NATIONAL 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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EXHIBIT "B" (con't)
COMMITMENT FOR TITLE INSURANCE
Issued by
Pioneer Title Agency, Inc.

Order Number: 504-219670 KM

SCHEDULE B, PART II
(Continued)

However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

9. TAXES for the full year of 2020, a lien, not yet due.

10. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

11. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

13. All matters shown on the recorded plat(s) of said subdivision and thereafter a minor final plat amendment recorded as Sequence No. 20183230023.

14. Easement(s) for electric lines and rights incident thereto as set forth in Docket 75 of Miscellaneous Records at page 364.

15. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Docket 7761 at page 1636, in Docket 8021 at page 825, in Docket 8327 at page 2056, in Docket 8494 at page 185, in Docket 8629 at page 676, in Docket 10037 at page 1640, in Docket 11565 at page 1377 and as Sequence No. 20142670321 omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

16. Easement(s) for conservation and rights incident thereto as set forth in Docket 11873 at page 363 and in Sequence No. 20172080486.

17. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Development and Easement Agreement recorded in Docket 11983 at page 1113.

18. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Memorandum of Agreement recorded as Sequence No. 20143070343.

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FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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Order Number: 504-219670 KM

SCHEDULE B, PART II

(Continued)

19. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Docket 11983 at page 1108, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

20. MATTERS shown on survey recorded as Sequence No. 20141000222

21. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Drain Easement and Maintenance Agreement recorded in Docket 12475 at page 624 and Amendment No. 1 recorded as Sequence No. 20140600636.

22. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded as Sequence No. 20173070032, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

23. Easement(s) for utilities and right of way and rights incident thereto as set forth as Sequence No. 20181720186.

24. STREET Name Change as recorded in Sequence No. 20190560017.

25. The effect, if any, of Quit Claim Deed recorded in Sequence No. 20190040354.

26. The effect, if any, of Special Warranty Deed to Pima County recorded in Sequence No. 20190110002

27. The effect, if any, of Special Warranty Deed to Pima County recorded in Sequence No. 20190110003

28. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Contract and Grant of Easement recorded as Sequence No. 20193260932.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST NATIONAL 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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EXHIBIT "C"

When Recorded, Please Return to:

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

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

Special Warranty Deed

For valuable consideration, Title Security Agency, LLC, a Delaware limited liability company, fka Title Security Agency of Arizona, LLC, as Trustee under Trust N6. 201527R, "Grantor" herein, does hereby convey to PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona:

SEE ATTACHED **EXHIBIT " "** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT " "** FOR DEPICTION

EXCEPT any liability or obligation for the operation and maintenance of the public Trail Easement established and shown on the Final Plat of ALTERRA AT VISTOSO TRAILS as recorded in the office of the Pima County Recorder, Pima County, Arizona in Seq #20173070030 and as amended by Final Plat Amendment recorded in Seq #20183230023.

SUBJECT TO AND RESERVING unto the Grantor easement described in the above exception.

Subject to all other matters of record.

And the 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.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent:	File #:Acq-0919	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

Pursuant to ARS 33-404 the beneficiary is disclosed in sequence number 20152580294.

Dated this _____ day of _____, 20__.

Title Security Agency, LLC, a Delaware limited liability company,
fka Title Security Agency of Arizona, LLC, as Trustee under Trust No. 201527R

By: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 20____, by _____ as _____ of Title Security Agency, LLC, a Delaware limited liability company fka Title Security Agency of Arizona, LLC, as Trustee under Trust No. 201527R.

Notary Public

My Commission Expires: _____

ACCEPTANCE BY GRANTEE

Neil J. Konigsberg, Manager, Pima County Real Property Services Date

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20____, by Neil J. Konigsberg, as Manager of Pima County Real Property Services.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

All that part of Section 25, Township 11 South, Range 13 East, G. & S.R.M., Pima County, Arizona, being portions of Common Area "B" and Common Area "D", of the Final Plat of ALTERRA AT VISTOSO TRAILS, as recorded in the office of the Pima County Recorder, Pima County, Arizona in Seq #20173070030 and as amended by Final Plat Amendment recorded in Seq #20183230023; bounded as follows:

On the south by the north line of Common Area "E" of said Final Plat of Alterra at Vistoso Trails;

On the west by a line being the southerly extension of the east line of Lots 31-44, the east line of Lots 31-44, a line connecting the northeast corner of Lot 44 to the southeast corner of Lot 45, the east line of Lots 45-62, and a line being the northwesterly extension of the easterly line of Lots 61-62;

On the north by the northerly lines of said Final Plat of Alterra at Vistoso Trails; and,

On the east by the west line of Section 25, Township 11 South, Range 13 East, G. & S.R.M., Pima County, Arizona.