



BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 20, 2020-Addendum

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

KB HOME TUCSON INC

***Project Title/Description:**

Agreement to Donate Real Property, File No. Acq-0922

***Purpose:**

Staff recommends that Pima County ("County") and Pima County Regional Flood Control District ("District") enter into a Donation Agreement with KB Home for the Donation of certain real property located in Pima County, consisting of approximately 33 acres to be donated to District ("District Property"), and approximately 80 acres to be donated to County ("County Property") for a combined size of 113 acres. KB Home was granted a rezoning (P19RZ00012; Ordinance No. 2020-28) for property it wishes to develop upon the condition that natural open space of similar habitat value is conserved at another location to mitigate impacts the development will have on lands located in the Conservation Lands System. This donation, if approved, will satisfy these natural open space requirements. The District Property is located generally in Avra Valley within the Brawley Wash and adjacent to District-owned land. The County Property is located generally in the Cochise Canyon area just southwest of Tortolita Mountain Park and adjacent to County-owned conservation land. KB Home does not wish to retain ownership of either the District Property or the County Property and wishes to donate them to the District and County, respectively.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

CLS mitigation required by Ordinance No. 2020-28 will be fulfilled. Acceptance of this combined 113-acre natural open space donation will conserve important riparian habitat within the Conservation Lands System and expand existing conservation areas to include high quality saguaro-ironwood habitat. A Resolution is also included with this item accepting the approximate 80 acres in the Cochise Canyon area into the County's parks system managed by Natural Resources Parks and Recreation.

***Public Benefit:**

Acceptance of this 113-acre natural open space donation will conserve important riparian habitat within the Conservation Lands System and expand existing conservation areas to include high quality saguaro-ironwood habitat.

***Metrics Available to Measure Performance:**

The Property will be conveyed to County and District, respectively, at no cost to the County or District. Donor will pay an endowment payment to County (\$25,174.43) and to District (\$9,291.35) to help defray their respective expenses related to the future maintenance of both donation parcels.

***Retroactive:**

No

Location Maps Attached

20201020101320 PM1204

AKS

To: COB- 10-13-20

Ver. - 1

pgs. - 28
(11)

Addendum

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 21*0204
Commencement Date: 10/20/2020 Termination Date: 10/20/2021 Prior Contract Number (Synergen/CMS): _____
☒ **Expense Amount: \$*** 6,000.00 ☐ Revenue Amount: \$ _____
***Funding Source(s) required:** FN- General fund

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.: _____
Commencement 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): _____
Commencement 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: Jim Rossi

Department: PW-Real Property Services Telephone: 724-6318

Department Director Signature/Date: [Signature] 10/9/2020

Deputy County Administrator Signature/Date: [Signature] 10/9/2020

County Administrator Signature/Date: [Signature] 10/9/2020
(Required for Board Agenda/Addendum Items)

RESOLUTION AND ORDER NO. 2020 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF
SUPERVISORS ACCEPTING A DONATION OF 80 ACRES
OF UNDEVELOPED REAL PROPERTY AND
DESIGNATING THE DONATION PARCEL AS PART OF
THE COUNTY PARKS SYSTEM**

The Board of Supervisors of Pima County, Arizona finds:

1. KB Home Tucson, Inc. ("Donor") owns an eighty (80) acre parcel of land located generally northwest of Tortolita Mountain Park, adjacent to County-owned conservation land in Pima County (the "Donation Parcel") described by the attached Exhibit "A";
2. Donor wishes to convey to the County, by donation, the entirety of the Donation Parcel in fee;
3. County wishes to accept the donation of the Donation Parcel from Donor;
4. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the County;
5. County has the authority under A.R.S. Section 11-932 to acquire lands and dedicate the same as Parks; and
6. The Donation Parcel is being acquired for open space and conservation values and will be administered by the Pima County Department of Natural Resources, Parks and Recreation;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Donation Agreement is hereby approved.
2. The Chairman is hereby authorized and directed to sign the Donation Agreement and the Deed to the Donation Parcel on behalf of the Pima County Board of Supervisors accepting title to the Donation Parcel.

3. The Chairman is also hereby authorized to sign any and all additional documents related to the acquisition of the Donation Parcel for the Pima County Board of Supervisors.

4. The Pima County Board of Supervisors hereby designates the Donation Parcel, as and when the Deed is recorded, as part of the Pima County Parks System.

5. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020.

PIMA COUNTY:

Chairman, Board of Supervisors


Date: _____

ATTEST:


Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Kell Olson
Deputy County Attorney



Chris Cawein, Director
Pima County Natural Resources
Parks and Recreation Department

EXHIBIT A

LEGAL DESCRIPTION

Donation to Pima County

Parcel 1:

(218-10-005C)

The North half of the Northeast quarter of Section 10, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

CT # _____ CT-PW-21*0204



AGREEMENT TO DONATE REAL PROPERTY

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. Donor: KB HOME TUCSON INC., an Arizona corporation
 - 1.2. Donee: Pima County, a political subdivision of the State of Arizona ("**County**" as to Parcel 1), and, Pima County Flood Control District, a political taxing authority of the State of Arizona ("**District**" as to Parcels 2 & 3)
 - 1.3. Donee's Maximum Closing Costs: not to exceed Six Thousand Dollars (\$6,000.00)
 - 1.4. Title Company: Title Security Agency, 1 N. Church, Suite #1610, Tucson, AZ 85701; Bobbi Raymond, Escrow Agent
 - 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 Supervisors.
 - 1.6. Property: collectively, (i) the real property located in Pima County, Arizona and legally described in **Exhibit A-1** (being "Parcel 1") and depicted in **Exhibit A-2** and (ii) the real property located in Pima County described in **Exhibit A-3** (being "Parcels 2 & 3") and depicted in **Exhibit A-4**, together with all improvements thereon and all water rights associated with the Property, if any. The Property is commonly known Assessor's Tax Parcels 218-10-005C, 208-41-0380, and a portion of 208-41-0390. The Property consists of approximately 113 acres

1.7. Exceptions to Title: Acceptable title exceptions are shown on **Exhibit B**

1.8. Donor's Address: KB Home Tucson Inc., 3501 E. Speedway Blvd, Suite 101, Tucson, Arizona 85716

1.9. Donee's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeff.teplitsky@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 or will be the owner of the Property;

3.2. Donor desires to donate the Property to Donee, subject to those terms and conditions as set forth with specificity in this Agreement; 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, if any, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

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

4.3. Donor acknowledges and agrees that the decision to donate the Property was 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 all of the following to the extent in Donor's possession: 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 prepared at the request of Donor or otherwise in Donor's possession 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. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

5.4. 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 or to terminate this Agreement as provided in this Section 5.

5.5. 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. Upon Closing, Donee (1) will be deemed to have approved of the physical condition of, and title matters impacting, the Property, and to have waived its right to terminate the Agreement under Section 4 and the other provisions of the Agreement and (2) acknowledges that the conveyance of the Property is on an "as-is", "where is" basis and is being conveyed to Donee without any representations or warranties whatsoever except as set forth herein.

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 date this Agreement is signed by the Parties. 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 created by Donor 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 represent 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 the date (the "Closing Date") that is sixty (60) days after completion of the Inspection Period, unless otherwise agreed to by the Parties.
- 8.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.
- 8.3. Larger Parcel. If Donor's entire owned parcel (the "Larger Parcel") is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Donor's entire parcel that is attributable to the Property. Donor will pay in full the property tax and any unpaid assessments on the Larger Parcel for the calendar year in which the Closing occurs, before becoming delinquent. Donor will be harmless from any damages resulting from Donor's failure to pay all such amounts due.
- 8.4. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:
 - 8.4.1. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to Parcels 2 & 3 of the Property to District subject only to the Permitted Exceptions and to the Deed Restrictions expressly set forth therein;
 - 8.4.2. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit D** attached, conveying fee simple title to Parcel 1 of the Property to County subject only to the Permitted Exceptions and to the Deed Restrictions expressly set forth therein;
 - 8.4.3. 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
 - 8.4.4. possession of the Property.
- 8.5. Closing Costs. County and District shall pay all their respective closing costs, including but not limited to title insurance premium, escrow fees and recording fees. County's share of closing costs will not exceed \$3,000.00. District's share of costs will not exceed \$3,000.00.

9. Endowment to County.

- 9.1. Donor acknowledges that County will incur certain ongoing expenses in connection with the ownership and maintenance of Parcel 1 of the Property and agrees to defray those expenses by payment to County of an endowment (the "Endowment") as set forth in this Section 8.
- 9.2. Donor will pay to County, contemporaneously with the Close of Escrow conveying Parcel 1 of the Property from the Donor to County, the sum of Twenty-Five Thousand One Hundred Seventy-Five (\$25,175.00) which Endowment shall be deposited in the Special Revenue Fund referenced in Section 9.3 below.
- 9.3. County will deposit the Endowment payment in a Special Revenue Fund to be established by the Pima County Natural Resources Parks and Recreation Department, the managing department, in order to fund future expenses County may incur in connection with ownership and maintenance of Parcel 1 of the Property.

10. Endowment to District.

- 10.1. Donor acknowledges that District will incur certain ongoing expenses in connection with the ownership and maintenance of Parcels 2 & 3 of the Property and agrees to defray those expenses by payment to District of an endowment (the "Endowment") as set forth in this Section 9.
- 10.2. Donor will pay to District, contemporaneously with the Close of Escrow conveying Parcels 2 & 3 of the Property from the Donor to District, the sum of Nine Thousand Two Hundred Ninety-Two dollars (\$9,292.00) which Endowment shall be deposited in the Special Revenue Fund referenced in Section 10.3 below.
- 10.3. District will deposit the Endowment payment in a Special Revenue Fund to be established by the District, as the managing department, in order to fund future expenses District may incur in connection with ownership and maintenance of Parcels 2 & 3 of the Property.

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

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

13. 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 the County or District 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.

14. Contingency. Notwithstanding anything to the contrary contained in this Agreement, all of Donor's obligations and liabilities under this Agreement are contingent upon Donor acquiring fee simple title to the Property and the other real property to be developed by Donor for which the Property is serving as mitigation land, designated as Assessor's Tax Parcels 225-04-003P, 225-04-008B, 225-04-002A, and 225-04-002C (the "Development Property"). If for any reason Donor does not acquire fee simple title to the Property and the Development Property prior to the Closing Date, then Donor may at any time terminate this Agreement by written notice to Donee, and upon such termination Donor shall have no further obligations or liabilities under this Agreement.

15. ARS 33-422. (a) Donor and Donee do not believe A.R.S. 33-422 applies to the transaction subject to the Agreement because the transaction is a donation and not a sale, and (b) Donee agrees that if A.R.S. 33-422 is ever held to apply to the transaction subject to the Agreement that it fully waives all of its rights under A.R.S. 33-422, including, without limitation (i) the right to receive a written affidavit of disclosure from the Donor and (ii) the right to rescind the Agreement under A.R.S. 33-422(D).

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DONOR SIGNATURE PAGE FOLLOWS:

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

Donor: KB HOME TUCSON INC., an Arizona corporation

By: Amy McRupnals

10/8/20
Date:

As: President

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DONEE SIGNATURE PAGES FOLLOW:

Donee: Pima County, a political subdivision of the State of Arizona:

Chairman, Board of Supervisors


Date

ATTEST:

Julie Castañeda, Clerk of Board

Date

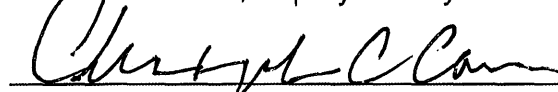
APPROVED AS TO CONTENT:



Carmine DeBonis, Deputy County Administrator

10/9/2020

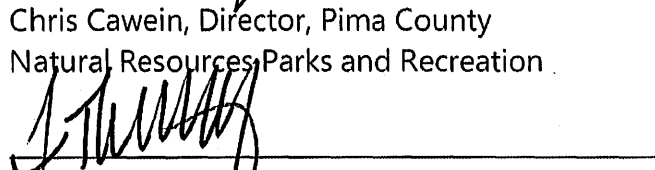
Date



Chris Cawein, Director, Pima County
Natural Resources Parks and Recreation

10/13/20

Date



Jeff Teplitsky, Manager,
Real Property Services Department

10/8/2020

Date

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: Pima County - 218-10-005C

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

Chairman, Board of Directors

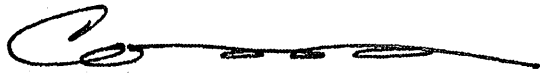
Date

ATTEST:

Julie Castañeda, Clerk of Board

Date

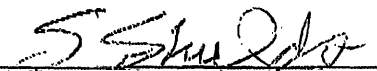
APPROVED AS TO CONTENT:



Carmine DeBonis, Deputy County Administrator

10/13/2020


Date



Suzanne Shields, Director, Pima County
Flood Control District

10/13/2020

Date



Jeff Teplitsky, Manager,
Real Property Services Department

10/8/2020

Date

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: District - 208-41-0380, and a portion of 208-41-0390

EXHIBIT A-1

LEGAL DESCRIPTION

Donation to Pima County

Parcel 1:

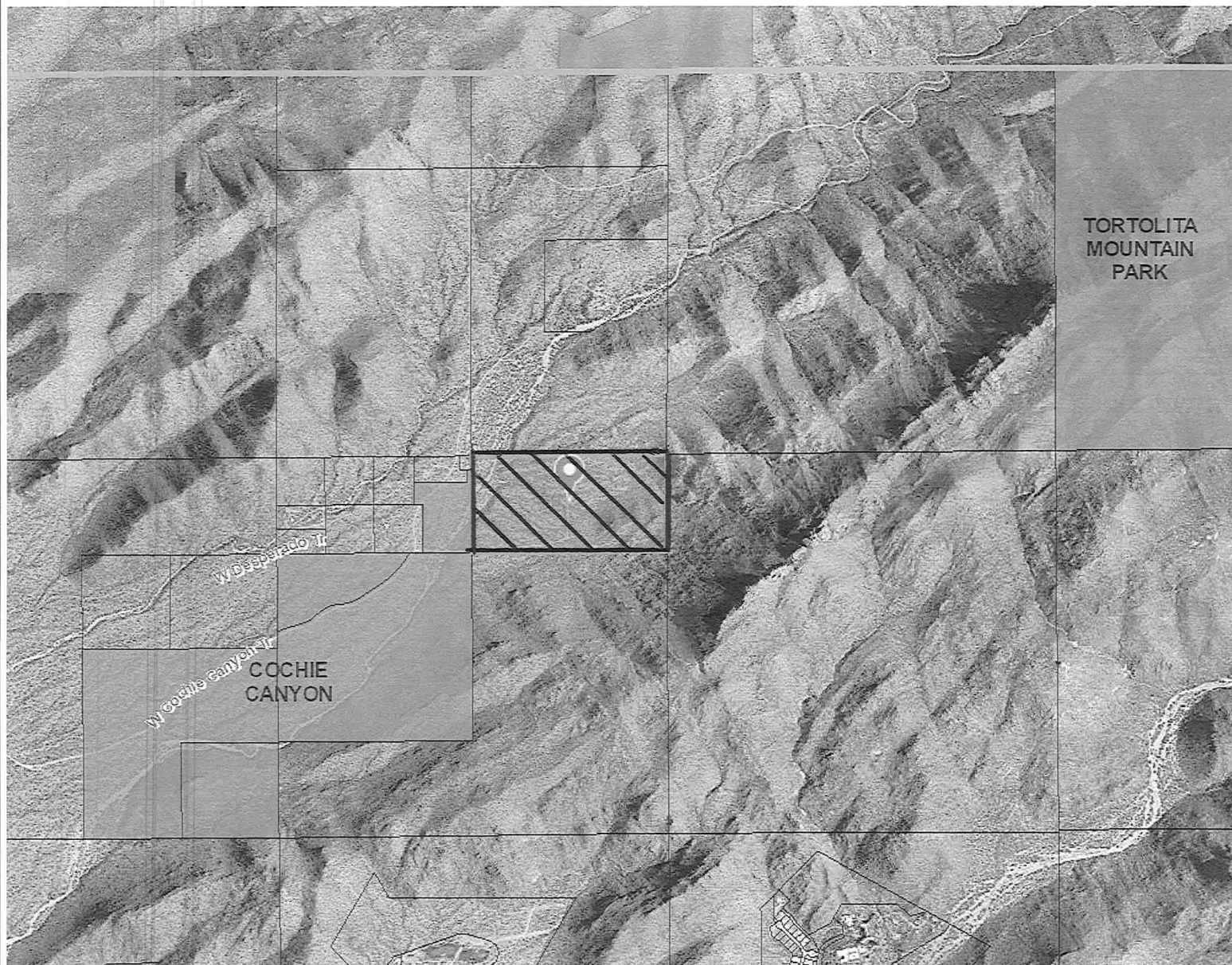
(218-10-005C)

The North half of the Northeast quarter of Section 10, Township 11 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXHIBIT A-2 County Property Parcel 1

Legend

-  Parcels
-  Stewardship Lands



4,000.0 0 2,000.00

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.

10/6/2020

EXHIBIT A-3

Donation to Pima County Flood Control District

Parcel 2:
(portion of 208-41-0390)
SEE ATTACHED

Parcel 3:
(208-41-0380)
The South half of the Northeast quarter of the Southeast quarter of Section 12, Township 13 South,
Range 10 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

October 1, 2020
2020-190



Exhibit A-3
Donation to Pima County Flood Control District
Parcel 2 Legal Description

All that portion of the Southeast Quarter of the Southeast Quarter of Section 12, Township 13 South, Range 10 East, Gila and Salt River Meridian, Pima County, Arizona and as described in Docket 8648 at page 478, Records of Pima County, Arizona and being more particularly described as follows:

Commencing at the Southeast corner of said Section 12, thence North 00° 17' 06" West along the easterly line of the Southeast One-Quarter of said Section 12 a distance of 330.78 feet to the True Point of Beginning;

Thence continuing North 00° 17' 06" West along said easterly line, 992.33 feet;

Thence leaving said easterly line, South 89° 34' 15" West, 570.75 feet;

Thence South 00° 17' 06" East and parallel with the East line of said Southeast One-Quarter of Section 12 a distance of 992.02 feet;

Thence North 89° 36' 06" East, 570.75 feet to the True Point of Beginning.

Containing 13.00 acres of land more or less.

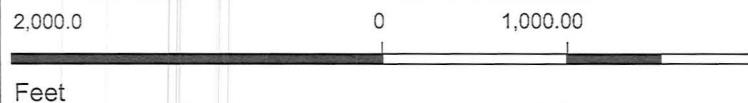
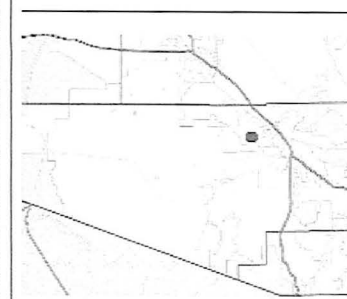
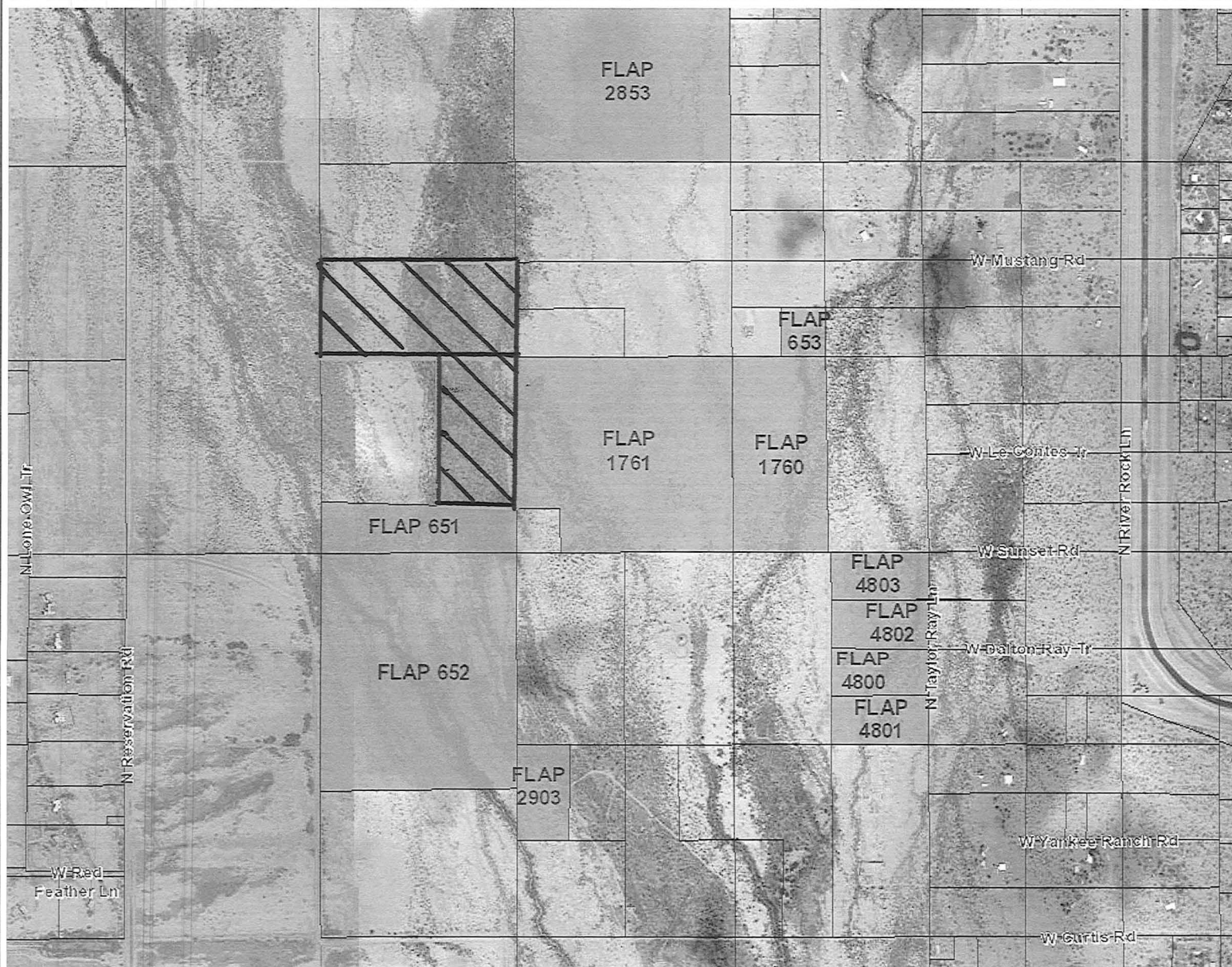
Basis of bearing: The East line of the Southeast One-Quarter of said Section 12. Bearing being North 00° 17' 06" West



EXHIBIT A-4 District Property Parcels 2 & 3

Legend

-  Parcels
-  Stewardship Lands



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10/6/2020

EXHIBIT A-4

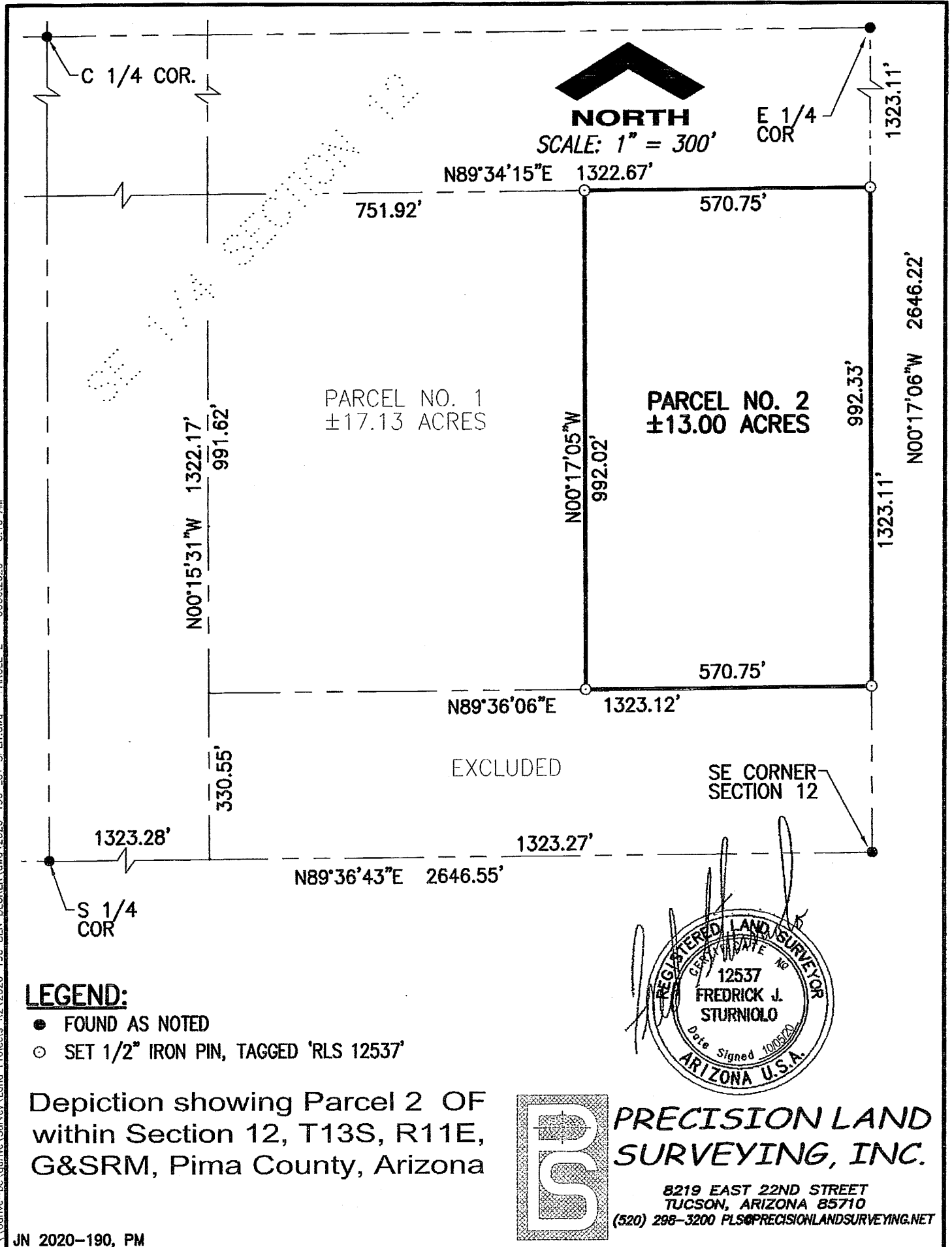


EXHIBIT "B"
Exceptions

Escrow 6014805A-001-B13-RH

Parcel 1 218-10-005C Parcel 2 208-41-0380 and Parcel 3 208-41-0390

1. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 103 of Deeds at page 124, reading as follows: RESERVED from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States of America. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

(Affects Parcel 3)

~~2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year: 2020~~

3. 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.

4. The effect Request To Name Street or Easement recorded in Docket 8949 at page 655 and in Docket 8949 at page 659 (Parcel 1)

5. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named District: Anway Manville, LLC, Water Company (Docket 12928 at page 73)
(Affects Parcel 2 and 3)

~~6. RIGHTS OF PARTIES in possession. NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.~~

7. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
(Affects Parcel 2)

8. EASEMENT and rights incident thereto, as set forth in instrument: Recorded in Docket 1133 Page 364 Purpose ingress and egress (Affects Parcel 2)

9. EASEMENT and rights incident thereto, as set forth in instrument: Recorded in Docket 3729 Page 64 Purpose ingress, egress and utilities (Affects Parcel 3) Said document appears to contain a wrong call. The 7th line of the description which reads "the South 30 feet of the North half of the Southeast quarter" should read "the South 30 feet of the North half of the Southwest quarter. The easements set forth in this document are delineated on the survey recorded in Docket 3735 at page 743 and in Docket 3791 at page 183

10. MATTERS SHOWN ON SURVEY: Docket 3735 at page 743
And in Docket 3791 at page 183 (Affects Parcel 2)

11. MATTERS contained in Resolution No. 1999-180 designating the area as a Colonia recorded in Docket 11117 at page 710 (Affects Parcel 2)

12. MATTERS contained in Resolution No. 2005-87 Authorizing a Franchise Granted to Avra Water Co-Op, Inc. recorded in Docket 12537 at page 2210 (Affects Parcel 2)

~~13. THE LACK of a legal right of access recorded in insurable form to and from said land to a public street. Notwithstanding the affirmative assurance of Paragraph 4, the Company is unwilling to insure access. (Affects Parcel 2, and 3)~~

EXHIBIT C

When Recorded Return to:
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

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

Special Warranty Deed With Restrictions

KB HOME TUCSON INC., an Arizona corporation, the "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, together with all rights and privileges appurtenant thereto:

As described in Exhibit "A" and depicted in Exhibit "A-1" 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.

Subject, further, to an express restriction upon any development, subdivision or splitting of the Property into smaller parcels (the "Deed Restriction"), except as set forth below. The Deed Restriction may only be amended in a writing signed by Grantor and Grantee, or their heirs, successors and assigns. The Deed Restriction shall run with the land in perpetuity and be binding upon the Grantee, its successors and assigns.

The Deed Restriction is intended for the express benefit of the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. Any party who may enforce the Deed Restriction may maintain an action in equity to enforce said restriction, including the granting of injunctive relief and if successful will be entitled to an award of attorney fees and costs incurred in such enforcement action. Any conveyance of the Property in violation of the Deed Restriction shall be null and void.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements situated on the Property at the time of the recording of this Deed in any manner, or the maintenance, repair and replacement of such existing improvements on the Property.

The following activities are not in violation of the Deed Restriction and shall be considered permitted activities for purposes of the Deed Restriction:

Vegetation removal and/or alteration as reasonable and necessary for habitat improvements, to promote the recovery or reestablishment of native species, and/or for fencing, maintaining utility easements, and residential needs;

Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements, wildlife waters, fire-fighting, or dust control;

Flood control maintenance activities such as vegetation removal or alteration, sediment removal, and the placement of drainage structures necessary to maintain public safety due to or in anticipation of flooding;

Prescribed fire for areas of 10 acres or less;

Replacement of existing wells, pumps, pipelines, windmills, septic systems, and storage tanks as necessary for permitted operations on the Property, along with maintenance and repair of existing water developments;

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, hunting access to adjoining public lands, and horseback riding; and/or

Wildlife management activities carried out in cooperation with the Arizona Game and Fish Department.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to matters above set forth.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

KB HOME TUCSON INC., an Arizona corporation,

Dated this _____ day of _____, 20____.

By: _____

As: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____
20____, by _____ as _____
KB HOME TUCSON INC., an Arizona corporation.

Notary Public

My commission Expires:

EXHIBIT ONLY - NOT FOR EXECUTION

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ACCEPTED AND AGREED:

GRANTEE: PIMA COUNTY REGIONAL
FLOOD CONTROL DISTRICT, a Political
Taxing Subdivision of the State of Arizona

By _____
Jeff Teplitsky, Manager
Pima County Real Property Services

Date

APPROVED AS TO CONTENT:

Suzanne Shields, Director, Pima County
Regional Flood Control District

Date

APPROVED AS TO FORM:

Kell Olson, Deputy Pima County
Attorney, Civil Division

Date

EXHIBIT ONLY - NOT FOR EXECUTION

EXHIBIT D

When Recorded Return to:
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

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

Special Warranty Deed With Restrictions

KB HOME TUCSON INC., an Arizona corporation, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto:

As described in Exhibit "A" and depicted in Exhibit "A-1" 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.

Subject, further, to an express restriction upon any development, subdivision or splitting of the Property into smaller parcels (the "Deed Restriction"), except as set forth below. The Deed Restriction may only be amended in a writing signed by Grantor and Grantee or their heirs, successors and assigns. The Deed Restriction shall run with the land in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. Any party who may enforce the Deed Restriction may maintain an action in equity to enforce said restriction, including the granting of injunctive relief and if successful will be entitled to an award of attorney fees and costs incurred in such enforcement action. Any conveyance of the Property in violation of the Deed Restriction shall be null and void.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements situated on the Property at the time of the recording of this Deed in any manner, or the maintenance, repair and replacement of such existing improvements on the Property. The following activities are not in violation of the Deed Restriction and shall be considered permitted activities for purposes of the Deed Restriction:

Vegetation removal and/or alteration as reasonable and necessary for habitat improvements, to promote the recovery or reestablishment of native species, and/or for fencing, maintaining utility easements or livestock developments, and residential needs;

Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements, livestock watering, wildlife waters, fire-fighting, or dust control;

Prescribed fire for areas of 10 acres or less;

Replacement of existing wells, pumps, pipelines, windmills, septic systems, and storage tanks as necessary for permitted operations on the Property, along with maintenance and repair of existing water developments;

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands, or livestock-related activities;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, hunting access to adjoining public lands, and horseback riding; and/or

Wildlife management activities carried out in cooperation with the Arizona Game and Fish Department.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to matters above set forth.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

KB HOME TUCSON INC., an Arizona corporation,

Dated this _____ day of _____, 20____.

By: _____

As: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____
20____, by _____ as _____
KB HOME TUCSON INC., an Arizona corporation.

Notary Public

My commission Expires:

EXHIBIT ONLY - NOT FOR EXECUTION

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ACCEPTED AND AGREED:

GRANTEE: PIMA COUNTY, a Political
Subdivision of the State of Arizona

By _____
Jeff Teplitsky, Manager
Pima County Real Property Services

Date

APPROVED AS TO CONTENT:

Chris Cawein, Director, Pima County
Natural Resources Parks & Recreation

Date

APPROVED AS TO FORM:

Kell Olson, Deputy Pima County
Attorney, Civil Division

Date

EXHIBIT ONLY - NOT FOR EXECUTION