



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: March 2, 2021

or Procurement Director Award ☐

*\* = Mandatory, information must be provided*

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

Kings Barn Properties, LLC, an Arizona limited liability company

**\*Project Title/Description:**

Agreement to Donate Real Property - Acq-1042

**\*Purpose:**

Pima County Regional Flood Control District (the "District") will acquire, by donation, tax parcels 226-33-009L, 226-33-174C and 226-27-027C, located on the west side of Silverbell Road, north of Ina Road, in Township 12 South, Range 12 East, Section 35, G&SRM, Pima County, Arizona.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

The District will acquire the property as part of the Riparian Mitigation Program.

**\*Public Benefit:**

Important riparian land will be removed from future development.

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

The parcels total 24.82 acres and have a budget estimate amount of \$285,000 for title insurance purposes. The District will pay closing costs not to exceed \$12,300.

**\*Retroactive:**

No

To: COB 2-9-2021 0  
Vers.: 1  
pgs.: 14

**Contract / Award Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 21\*0307  
Commencement Date: 3/2/2021 Termination Date: 3/4/2022 9/1/2021 PK Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ **Expense Amount: \$\*** 12,300.00 ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Flood Control Non-Bond 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.: \_\_\_\_\_  
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: Dana Hausman

Department: PW - Real Property Services

Telephone: 724-6713

Department Director Signature/Date: [Signature] 2/4/2021

Deputy County Administrator Signature/Date: [Signature] 2/4/2021

County Administrator Signature/Date: [Signature] 2/4/21

*(Required for Board Agenda/Addendum Items)*



**AGREEMENT TO DONATE REAL PROPERTY – ACQ-1042**

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: Kings Barn Properties, LLC, an Arizona Limited Liability Company

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 Twelve Thousand Three Dollars (\$12,300.00)

1.4. Title Company: Pioneer Title Agency, Inc., Kim Moss, Escrow Officer; 7445 N. Oracle Road, Suite 101, Tucson, AZ 85704.

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: 2965 N. Calle Ladera, Tucson, AZ 85715-3206

1.9. Donee's Address: Manager, Pima County Real Property Services, 201 N

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 24.82 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 agree that the decision to donate the Property was 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.

4. **Inspection and Access.**

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

## 5. **Donor's Covenants.**

5.1. 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.

5.2. 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 that Donor will be able to cause to be released before the Closing.

5.3. 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.

6. **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.

## 7. **Closing.**

7.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

7.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

7.3. 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.

7.4. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

7.4.1. 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;

7.4.2. 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

7.4.3. possession of the Property.

7.5. 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.

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

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

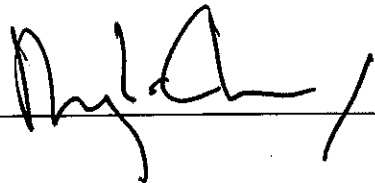
10. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this 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:**

KINGS BARN PROPERTIES, LLC, an Arizona  
Limited Liability Company

BY: \_\_\_\_\_



Date

1/28/21

AS: \_\_\_\_\_

MEMBER

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

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Directors


\_\_\_\_\_  
Date

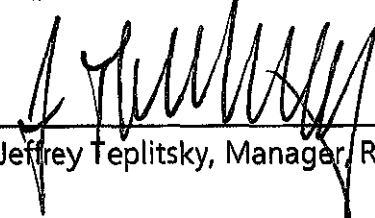
ATTEST:

\_\_\_\_\_  
Julie Castañeda, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

 2/4/2021  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator for  
Public Works

  
\_\_\_\_\_  
Jeffrey Teplitsky, Manager, Real Property Services

APPROVED AS TO FORM:

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

TAX PARCEL NUMBERS: 226-33-009L, 174C & 226-27-027C

**EXHIBIT "A"**

THAT PORTION OF THE SOUTHWEST QUARTER SECTION 35, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE WEST QUARTER CORNER OF SAID SECTION 35 AS MONUMENTED BY A HALF INCH REBAR WITH NO IDENTIFICATION TAG;

THENCE SOUTH  $00^{\circ}15'04''$  EAST 759.01 FEET UPON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE NORTH CORNER OF SILVER SHADOWS, A SUBDIVISION OF PIMA COUNTY ACCORDING TO THE PLAT RECORDED IN BOOK 59 OF MAPS AND PLATS AT PAGE 76, RECORDS OF THE PIMA COUNTY RECORDER;

THENCE SOUTH  $33^{\circ}23'47''$  EAST 1356.76 FEET UPON THE EAST LINE OF SAID SILVER SHADOWS TO THE MOST SOUTHERLY CORNER OF SILVERBELL PLACE, A SUBDIVISION OF PIMA COUNTY ACCORDING TO THE PLAT RECORDED IN BOOK 54 OF MAPS AND PLATS AT PAGE 48, SAID CORNER BEING THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING 15 (FIFTEEN) COURSES UPON THE EAST LINE OF SAID SILVERBELL PLACE;

- 1) NORTH  $03^{\circ}21'51''$  EAST 52.94 FEET;
- 2) NORTH  $20^{\circ}09'31''$  EAST 66.31 FEET;
- 3) NORTH  $49^{\circ}35'44''$  EAST 101.45 FEET;
- 4) NORTH  $43^{\circ}40'46''$  EAST 79.05 FEET;
- 5) NORTH  $57^{\circ}35'31''$  EAST 139.85 FEET;
- 6) NORTH  $06^{\circ}03'01''$  EAST 84.32 FEET;
- 7) NORTH  $39^{\circ}55'50''$  EAST 120.17 FEET;
- 8) NORTH  $16^{\circ}33'21''$  EAST 209.41 FEET;
- 9) NORTH  $09^{\circ}44'33''$  EAST 292.60 FEET;
- 10) NORTH  $01^{\circ}08'31''$  EAST 63.89 FEET;
- 11) NORTH  $10^{\circ}50'58''$  WEST 94.43 FEET;
- 12) NORTH  $16^{\circ}41'21''$  WEST 39.79 FEET;
- 13) NORTH  $33^{\circ}58'45''$  WEST 65.88 FEET;
- 14) NORTH  $19^{\circ}00'51''$  WEST 155.87 FEET;
- 15) NORTH  $06^{\circ}09'58''$  WEST 136.03 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF SILVERBELL ROAD AS DESCRIBED AND CONVEYED IN THE WARRANTY DEED RECORDED IN DOCKET 12423 AT PAGE 1834, SAID RECORDS OF THE PIMA COUNTY RECORDER;

THENCE SOUTH  $63^{\circ}15'44''$  EAST 227.81 FEET UPON SAID SOUTHWEST RIGHT OF WAY LINE TO A TANGENT CURVE CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY UPON SAID SOUTHWEST RIGHT OF WAY LINE AND UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 880.00 FEET AND A CENTRAL ANGLE OF  $29^{\circ}42'10''$ , FOR AN ARC DISTANCE OF 456.20 FEET TO A TANGENT LINE:

THENCE SOUTH 33°33'33" EAST 1106.65 FEET UPON SAID SOUTHWEST RIGHT OF WAY LINE AND UPON A PORTION OF THE SOUTHWEST RIGHT OF WAY LINE OF REALIGNED SILVERBELL ROAD AS DESCRIBED IN THE WARRANTY DEED RECORDED IN DOCKET 12182 AT PAGE 2096 TO A TANGENT CURVE CONCAVE WESTERLY;

THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTHERLY UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°59'29", FOR AN ARC DISTANCE OF 39.27 FEET TO A TANGENT LINE, SAID LINE BEING THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THAT PARCEL DESCRIBED AND CONVEYED IN THE SPECIAL WARRANTY DEED RECORDED AT SEQUENCE 20113470132;

THENCE SOUTH 56°25'55" WEST 10.33 FEET UPON SAID PROLONGATION AND UPON SAID SOUTH LINE;

THENCE THE FOLLOWING 12 (TWELVE) COURSES UPON SAID SOUTH LINE;

- 1) NORTH 68°27'53" WEST 412.18 FEET;
- 2) NORTH 80°46'59" WEST 79.36 FEET;
- 3) SOUTH 60°06'29" WEST 57.39 FEET;
- 4) SOUTH 45°39'23" WEST 186.08 FEET;
- 5) SOUTH 65°43'44" WEST 188.11 FEET;
- 6) SOUTH 60°23'30" WEST 98.62 FEET;
- 7) SOUTH 43°45'02" WEST 65.25 FEET;
- 8) SOUTH 35°36'37" WEST 78.17 FEET;
- 9) SOUTH 19°04'55" WEST 174.85 FEET;
- 10) SOUTH 30°21'47" WEST 71.20 FEET;
- 11) SOUTH 32°36'51" WEST 76.71 FEET;
- 12) SOUTH 56°36'13" WEST 85.47 FEET TO SAID EAST LINE OF SILVER SHADOWS, BEING ALSO THE MOST SOUTHERLY CORNER OF SAID PARCEL IN THE SPECIAL WARRANTY DEED RECORDED AT SEQUENCE 20113470132;

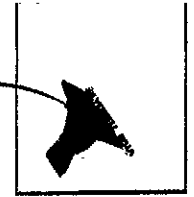
THENCE NORTH 33°23'47" WEST 508.03 FEET UPON SAID EAST LINE TO THE **POINT OF BEGINNING.**

CONTAINING 24.817 ACRES. MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 AS ESTABLISHED DURING A 2007 SURVEY AND AS MONUMENTED AT THAT TIME BY SAID HALF INCH REBAR WITH NO IDENTIFICATION TAG AT THE WEST QUARTER CORNER OF SAID SECTION 35 AND BY A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING: SOUTH 00°15'04" EAST.

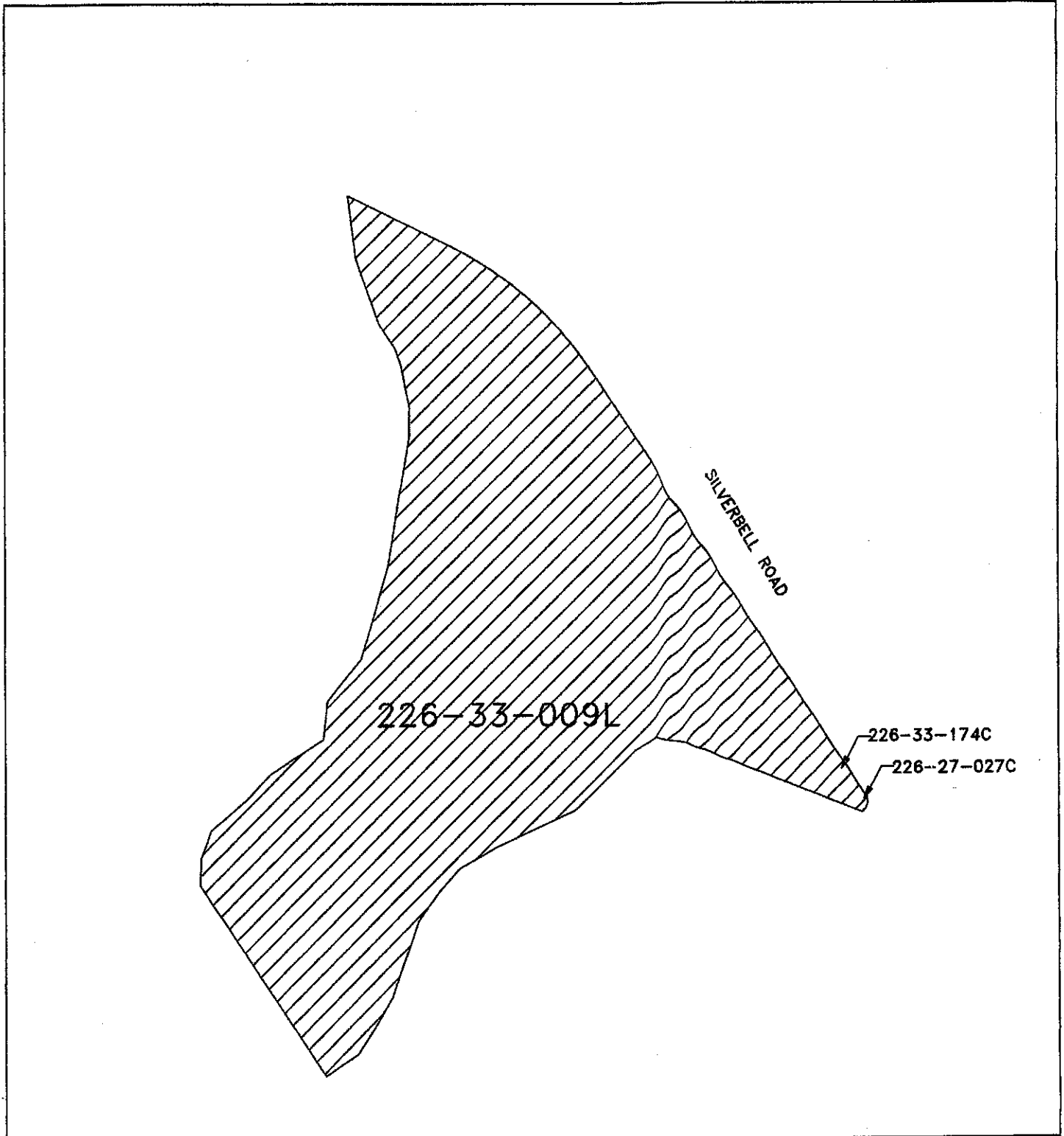
# EXHIBIT "A-1"

SUBJECT AREA



SECTION 35  
G&SRM PIMA COUNTY, ARIZONA

SECTION 35  
TOWNSHIP 12 SOUTH  
RANGE 12 EAST



PARCELS



226-33-009L, 174C & 226-27-027C



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: DEC 2020

20038



EXHIBIT "B"

COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-232623 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.

*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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## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-232623 KM

### SCHEDULE B, PART II

(Continued)

(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. 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 second half 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. Established and/or existing roads, highways, rights-of-way or easements.
12. All matters shown on the recorded plat(s) of said subdivision.
13. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
14. LIABILITIES AND OBLIGATIONS imposed upon said land by its inclusion within any legally formed districts.
15. 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.
16. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 19 at page 394.
17. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 600 at page 5296.
18. Grant of Easement for the purposes set forth therein and rights incident thereto as set forth in Docket 10312 at page 400.
19. THE EFFECT of Marana Ordinance No. 99.26 recorded in Docket 11175 at page 363.
20. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Development Agreement recorded in Docket 11511 at page 1714.
21. Easement(s) to Tucson Electric Power Company and rights incident thereto as set forth in Docket 11571 at page 2661.
22. Encroachment Easement for the purposes set forth therein and rights incident thereto as set forth in Docket 12370 at page 6207.

*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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# COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 504-232623 KM

## SCHEDULE B, PART II

(Continued)

23. Easement(s) to Town of Marana and rights incident thereto as set forth in Docket 12423 at page 1824 and recorded in Docket 12424 at page 177.

24. Easement(s) to Town of Marana and rights incident thereto as set forth in Docket 12423 at page 1843 and re-recorded in Docket 12472 at page 3708

25. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Agreement recorded in Docket 12423 at page 1876.

26. THE EFFECT of Marana Ordinance No. 2004.21 recorded in Docket 12423 at page 1931.

27. ANY PRIVATE RIGHTS or EASEMENTS on, under and across those portions of said land lying within the road, street or alley abandoned by Resolution or Ordinance recorded in Docket 12424 at page 177.

28. THE EFFECT of Marana Ordinance No. 2005.06 recorded in Docket 12424 at page 1423

29. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in instrument recorded in Docket 12924 at page 2452.

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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AMERICAN  
LAND TITLE  
ASSOCIATION



EXHIBIT "C"

SPECIAL WARRANTY DEED

For valuable consideration, I or we, \_\_\_\_\_  
("Grantors"), do hereby convey to Pima County Flood Control District, a political taxing subdivision  
of the State of Arizona the following described property situate in Pima County, Arizona:

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

SUBJECT TO all matters of record.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

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

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

STATE OF ARIZONA

COUNTY OF PIMA

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

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

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

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