



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 22, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Mel Nevitt ("Buyer")

***Project Title/Description:**

Sales Agreement (RPS File No. Sale-0081)

***Purpose:**

On April 6, 2021 Regional Flood Control District ("RFCD") Board of Directors approved the sale of a portion of tax parcels 115-18-036A and 037A (the "Property"). The Property is vacant land located north of Speedway Boulevard, east of Anita Avenue, and on the west side of the Union Pacific right of way. The Sale Property contains 10,377 square feet. The Property is a portion of a larger parcel that totals 4.3 acres before the sale. After the Sale RFCD will retain 4.06 acres.

The Property is being sold pursuant to A.R.S. Section 48-3603(c)(2). The Buyer was the high bidder at the public auction held on May 25, 2021.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

RFCD will receive revenue and will no longer have liability and maintenance responsibility for the Property.

***Public Benefit:**

Receipt of the revenue for surplus property.

***Metrics Available to Measure Performance:**

An independent fee appraiser valued the property at \$34,000.00. The property was sold for \$35,000.00 which includes an administrative fee of \$1,000.00.

***Retroactive:**

No

Location Map attached

Procure Dept 06/02/21 PM0218

TO: COB 6-3-21 (1)
VERS: -1
PSS: -15

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 21*0136
Commencement Date: 6/22/2021 Termination Date: 7/21/2021 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 35,000.00

***Funding Source(s) required:**

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

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

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: Rita Leon

Department: Real Property Services

Telephone: 724-6462

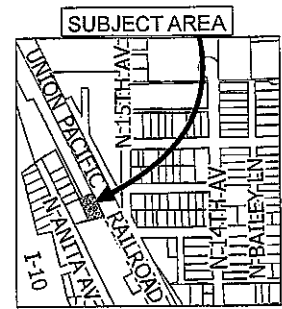
Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

SECTION 02
TOWNSHIP 14 SOUTH
RANGE 13 EAST



SECTION 02 G&SRM
PIMA COUNTY, ARIZONA

UNION PACIFIC RAILROAD

ZANITAL

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



DRAWING NOT TO SCALE

DRAWN BY: C HORNECK

DATE: MAR 2021

21012



PIMA COUNTY
REAL PROPERTY
ADV Contract Number: CTN-PW-21*0136

SALES AGREEMENT

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

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

1.2. **Buyer:** Mel Nevitt, a single man

1.3. **Purchase Price:** Thirty Five Thousand dollars, which includes a \$1,000.00 Dollar, administration fee (\$35,000.00)

1.4. **Earnest Money Deposit:** the sum of Three Thousand Five Hundred Dollars (\$3,500.00)

1.5. **Title Company:** Pioneer Title Agency, Inc., located at 7445 N. Oracle Rd. Ste101, is hereby appointed as the "Escrow Agent" for this transaction. Kim Moss is the escrow agent assigned to this transaction.

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

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

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

1.9. Buyer's Address: 1224 North Anita., Tucson, Arizona 85705

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

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

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

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

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

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

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

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

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

5. **Escrow and Title.**

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

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

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

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

6. **Closing.**

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

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

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

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

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

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

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

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

7. **Disclosures and Covenants.**

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

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

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

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

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

8. **Environmental.**

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

8.2. Environmental Inspection Rights.

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

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

9. **Broker's Commission.** No broker or finder has been used by Buyer or Seller.

10. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies

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

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

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

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

12.1. Notices.

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

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

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

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

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

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

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

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

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

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

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

Agreement, except as expressly provided in this Agreement.

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


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

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

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

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

Buyer's Approval and Acceptance:



Mel Nevitt

Date: 05/26/21

Seller's Approval and Acceptance:

SELLER: PIMA COUNTY FLOOD CONTROL DISTRICT, a special taxing district of the State of Arizona:

Sharon Bronson, Chair, Board of Directors

Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:




Jeffrey Teplitsky, Manager, Real Property Services

 6/2/2021

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

Exhibit A

LEGAL DESCRIPTION

A portion of Fractional Lot 3, Section 2, Township 14 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, being a portion of those certain parcels as described in Docket 6677 at Page 513 in the office of the Recorder, Pima County, Arizona more particularly described as follows:

BEGINNING at the southeasterly corner of Lot 1, Block 1 of Farley's Addition as recorded in Book 3 of Maps and Plats at Page 25 in the office of the Recorder, Pima County, Arizona which is monumented by a one-half inch rebar "RLS 13178" from which the northeasterly corner of Lot 2 of said Block 1, which is monumented by a one-half inch rebar "RLS 4080" bears North 25°01'45" West 127.66 feet distant (Basis of Bearings for this description);

Thence North 25°01'45" West, upon the easterly lines of said Lots 1 and 2, Block 1, a distance of 127.66 feet which is monumented by a one-half inch rebar "RLS 4080";

Thence North 71°28'02" East a distance of 75.02 feet to an existing fence corner on the westerly right of way line of the Union Pacific Railroad;

Thence South 27°02'04" East, upon said westerly right of way line, a distance of 142.87 feet to a one-half inch rebar at the northeast corner of that certain parcel as described in Sequence Number 20201490652 in the office of the Recorder, Pima County, Arizona;

Thence South 81°29'54" West, upon the north line of said parcel, a distance of 82.97 feet to the **POINT OF BEGINNING**;

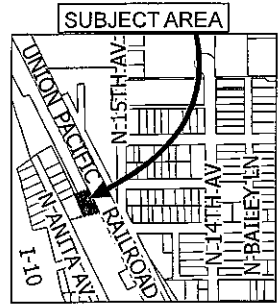
Said parcel contains 0.2382 acres, as described.



EXHIBIT A-1

Area of Sale-0081
(Parcel 11518036A
Parcel 11518037A)

SECTION 02
TOWNSHIP 14 SOUTH
RANGE 13 EAST



SECTION 02 G&SRM
PIMA COUNTY, ARIZONA



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

DRAWING NOT TO SCALE

DRAWN BY: C HORNECK

DATE: MAR 2021

21012

Exhibit "B"

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.
9. TAXES for the full year 2021, a lien, not yet due or payable.
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. LIABILITIES AND OBLIGATIONS imposed upon said land by its inclusion within any legally formed districts.
12. RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
13. Established and/or existing roads, highways, rights-of-way or easements.
14. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in reservations in Quitclaim Deed recorded in Docket 6677, page 512.
15. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Memorandum of Easement recorded in Docket 9062, page 1043.
16. Any rights and/or easements disclosed by Quit Claim Deed recorded in Docket 6679, page 519.
17. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Electric Transmission and Distribution Aerial Right-of-Way Easement recorded in Sequence No. 20133380155.
18. THE LACK OF A RIGHT OF ACCESS to and from said land.

When Recorded, Please Return to:

Mel Nevitt
1224 North Anita
Tucson, Arizona 85705

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

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, PIMA COUNTY FLOOD CONTROL DISTRICT a special taxing district of the State of Arizona, the "Grantor" herein, does hereby convey to Mel Nevitt, a single man the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** attached hereto.

Subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

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

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Page 1 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0081	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

Protection of Cultural Resources.

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0081	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

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

By: _____
Jeffrey Teplitsky, Manager Real Property Services

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 2021, by Jeffrey Teplitsky, Manager Real Property Services.

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: RL	File #: Sale-0081	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>