



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 11/2/2021

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Tamarix Development, LLC

**\*Project Title/Description:**

Acquisition of real property by the Pima County Free Library District and by Pima County FBO Pima County Sheriff's Department. The Sheriff Department requests authorization to transfer General Funds to the Capital Project Fund for the acquisition of their portion of this property. Acquisition No. Acq-1050.

**\*Purpose:**

Acquisition of approximately 7.19 acres of vacant land in the 4700 block of west Valencia; 5.19 is proposed to be used for a new library site, 2.0 acres is proposed to be used for a new Sheriff's Substation.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

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

Both the Library District and the Pima County Sheriff's Department will be better positioned to serve Pima County residents with the addition of these proposed facilities.

**\*Public Benefit:**

Better access to Library facilities and increased public safety for Pima County residents.

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

Acquisition of 7.19 acre of land for use by both the Free Library District and the Sheriff's Department. The 7.19 acre property was appraised at \$1,003,000 in April 2021. The owner of the property has agreed to a negotiated purchase price of \$930,000. The District will acquire 5.19 acres of fee property and Pima County will acquire 2.0 acres of fee property. The District will fund an allocated amount of \$651,000 which is 70% of the total purchase price based on 5.19 acres of land and up to \$3,500 for its portion of potential total closing costs for a not to exceed amount of \$654,500. Pima County will fund an allocated amount of \$279,000 which is 30% of the total purchase price based on 2.0 acres of land and up to \$2,500 for its portion of potential total closing costs for a not to exceed amount of \$281,500.

**\*Retroactive:**

No.

Location Map Attached

OCT 20 21 PM 11:00 POC CLK/CFB  
me

TO: COB 10-20-21 (1)  
Vers: 1  
Pgs: 39

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 22\*0119
Commencement Date: 11/2/2021 Termination Date: 11/1/2022 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 936,000.00 \* Revenue Amount: \$

\*Funding Source(s) required: Library District PayGo Funds (70%) AND General Fund-Finance General Government Revenue (30%)

Funding from General Fund? Yes No If Yes \$ 281,500.00 % 30

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 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: Bob Beecher
Department: Real Property Services

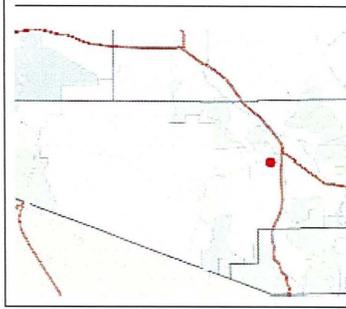
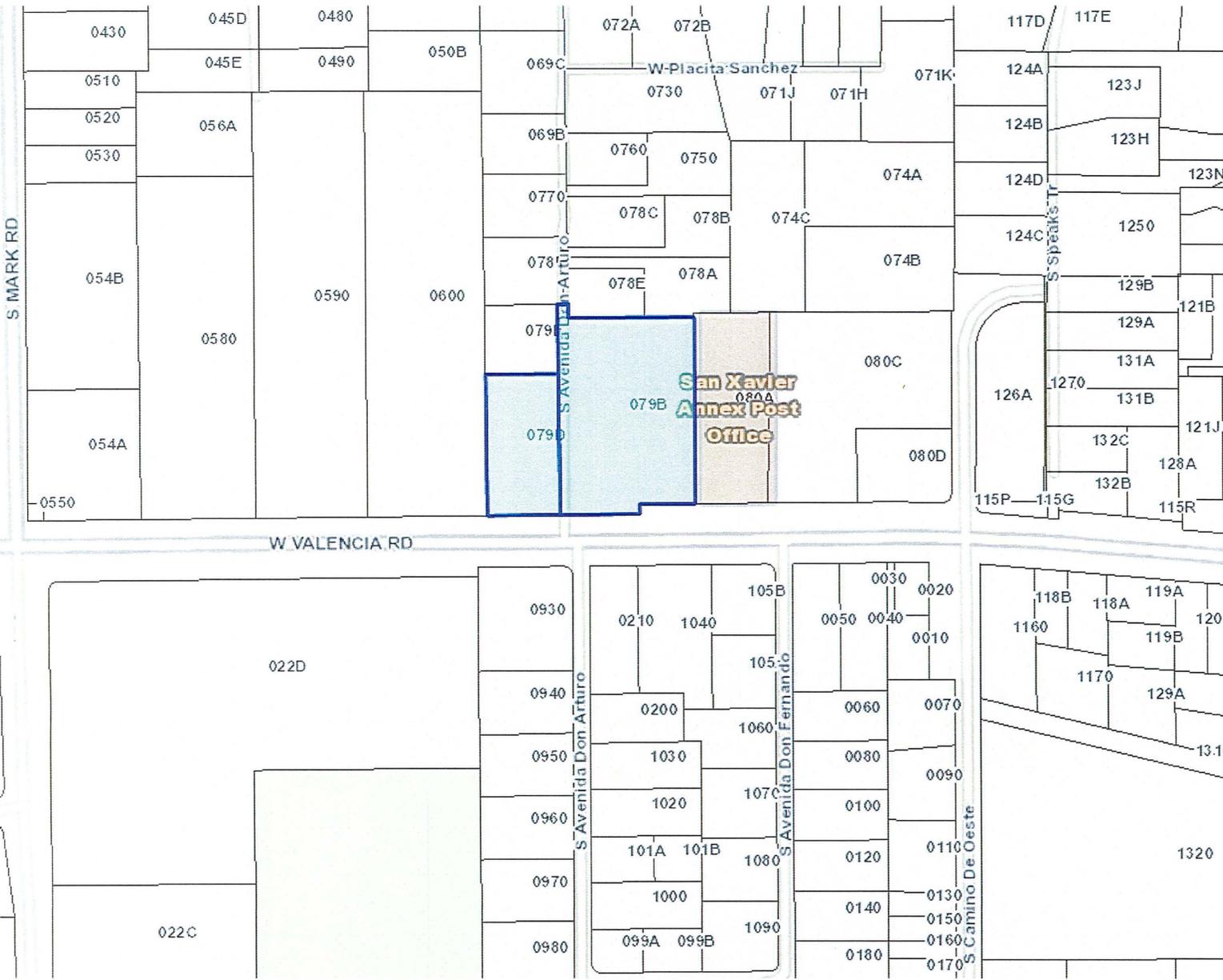
Telephone: 724-6624

Department Director Signature: Date: 10/19/2021
Deputy County Administrator Signature: Date: 10/19/2021
County Administrator Signature: Date: 10/19/21

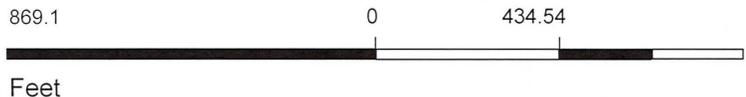
# 210-23-079B & 079D

## Legend

 Parcels



Notes:



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only



**ACQUISITION AGREEMENT NO. ACQ-1050**

ADV Contract Number: CT-RPS-22\*0119

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: Tamarix Development, LLC, an Arizona limited liability company

1.2. Buyer: Pima County, a political subdivision of the State of Arizona, as to Parcel 2, and Pima County Free Library District, a political taxing authority of the State of Arizona, as to Parcel 1

1.3. Purchase Price: the sum of Nine Hundred and Thirty Thousand Dollars (\$930,000.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Six Thousand Dollars (\$6,000.00)

1.5. Title Company: Pioneer Title Agency, Jeanette Cary, Escrow Officer, 7445 N. Oracle Rd., Suite 101, Tucson, AZ 85704; Email: jeanette.cary@ptaaz.com

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

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

1.8. Removed Exceptions: items 9 & 11 on **Exhibit B**

1.9. Seller's Address: P.O. Box 57134, Tucson, AZ 85732; E-mail: wmsiek@msn.com

1.10. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.teplitsky@pima.gov

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; Right of Entry; Driveways.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Property;

3.2. The right for Buyer, its agents and contractors, to enter upon the Property (the "**ROE**") prior to closing to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Property.

4. **Easements; Protective Covenants & Road Maintenance Agreement; Declaration and Acknowledgement.** In consideration of the other terms and conditions of this Agreement, Seller and County agree as follows:

4.1. Ingress/Egress Easement. County and Seller acknowledge the Property is a servient estate to a 30' wide ingress and egress easement that runs from Valencia Road north to Bilby Road known as "South Calle Don Arturo."

4.2. Protective Covenants and Road Maintenance Agreement. A Protective Covenant and Road Maintenance Agreement was recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 10851 at Page 1104.

4.3. The "Declaration and Acknowledgement" document attached hereto, and labeled **Exhibit C**, outlines and defines the status and obligations of the Protective Covenants and Road Maintenance Agreement, and the County's proposed

acquisition and development of the Property.

4.4. Within 45 days of the Effective Date of this agreement, Seller shall obtain signatures of the parties listed in **Exhibit C**. If the Seller is not able to obtain all of the signatures, County may cancel this Agreement by providing Seller a written notice of cancelation. If not all signatures are obtained and County, in its sole discretion, determines the number of signatures obtained by Seller on **Exhibit C** is acceptable, County shall notify Seller of its willingness to proceed with the closing.

## 5. **Seller's Warranties**

5.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Property.

5.1. Wells and Water Rights. Seller warrants that there are no wells on or water rights associated with the Property, except as specifically identified on **Exhibit D** attached. Seller agrees to assign and transfer to Buyer effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the Property. Seller shall execute all documents reasonably necessary to effectuate such transfer.

5.2. Underground Improvements. Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Property, except as specifically identified on **Exhibit D** attached.

## 6. **Closing Costs and Prorations.**

6.1. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

6.1.1. All escrow fees shall be paid by Buyer. Recording fees, if any, shall be paid by Buyer.

6.1.2. Seller will pay for a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price. In the event Buyer desires an Extended Owners Title Policy, or any specific endorsements to the Standard Owner's Title Insurance Policy, Seller will pay that portion of the premium allocable to a Standard Owner's Title Insurance Policy, and Buyer will pay that portion of the premium allocable to the additional coverage.

6.1.3. Seller will pay for any necessary Releases.

6.1.4. Buyer will pay other Closing Costs related to the Closing.

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

6.3. Partial Take. If Seller'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 Seller's entire parcel that is attributable to the Property. Seller 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. Seller will hold Buyer harmless from any damages resulting from Seller's failure to pay all such amounts due. If Seller fails to pay in full the property tax due for the Larger Parcel for the calendar year in which the Closing occurs, Seller hereby consents to County recording a notice of lien against the Larger Parcel, and County will record a release of lien upon payment in full of the tax due. The lien will be enforceable as if the lien were a mortgage.

6.4. Buyer's Total Costs. Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

## 7. **Escrow and Title.**

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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 Fee Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Fee Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

## 8. **Closing.**

8.1. 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 ninety (90) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of the Declaration and Acknowledgement document, all necessary releases, and consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within one year after execution by Buyer.

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

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

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

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

8.3.1. An executed Warranty Deed in the form of **Exhibit E**;

8.3.2. A fully signed Declaration and Acknowledgement document in the form of **Exhibit C**.

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

8.3.4. 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** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance; and

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

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

8.5. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer.

## 9. **Seller's Covenants.**

9.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Seller represents that as of closing there will be no personal property located on the Property.

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

9.3. 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.

9.4. Government Approvals. Seller shall obtain all government approvals required to close the sale of the Property, if any.

9.5. Use of Property by Seller. Seller shall, prior to the Closing, use the Property on a basis substantially comparable to Seller's historical use thereof. Seller 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 Seller will be able to cause to be released before the Closing.

9.6. No Encumbrances. Seller shall not encumber the Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Property before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

9.7. Reports. Seller shall make available to Buyer all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

## 10. **Environmental.**

10.1. 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. Seller represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

10.2. Environmental Inspection Rights.

10.2.1. 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.

10.2.2. 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.

11. **Broker's Commission.** No broker or finder has been used and Buyer owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

12. **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 arbitrage violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive,

special, indirect or consequential damages.

13. **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.

|                           |  |
|---------------------------|--|
| <b><u>Exhibit A</u></b>   | <b>Description of Property</b>                           |
| <b><u>Exhibit A-1</u></b> | <b>Depiction Showing Property</b>                        |
| <b><u>Exhibit B</u></b>   | <b>Permitted Exceptions for Property</b>                 |
| <b><u>Exhibit C</u></b>   | <b>Declaration and Acknowledgement for Property</b>      |
| <b><u>Exhibit D</u></b>   | <b>Seller Disclosure of Water Rights</b>                 |
| <b><u>Exhibit E</u></b>   | <b>Seller Disclosure of Underground Improvements</b>     |
| <b><u>Exhibit F</u></b>   | <b>Form of Deeds (2) for Property (Parcel 1 &amp; 2)</b> |

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

14.1. Notices.

14.1.1. *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.

14.1.2. *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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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.

14.8. 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.

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

14.10. 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.

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

14.12. 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.

14.13. 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.

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

14.15. 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.

*[Signature pages follow]*

Seller's Approval and Acceptance:

Tamarix Development, L.L.C., an Arizona limited liability company

BY: *William V. Siek as manager*  
William V. Siek

ITS: Managing Member

Date: 10/7/21

Buyer's Approval and Acceptance:

**COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

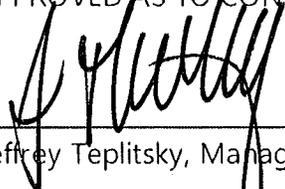
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Date

ATTEST:

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

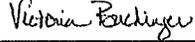
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Date

APPROVED AS TO CONTENT:

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

 10/19/2021  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Victoria Buchinger, Deputy County Attorney

Buyer's Approval and Acceptance:

**COUNTY: PIMA COUNTY FREE LIBRARY DISTRICT, a political taxing authority of the State of Arizona**

\_\_\_\_\_  
Chair, Board of Directors

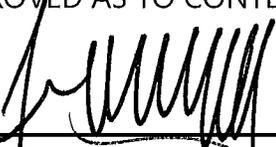
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Date

ATTEST:

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

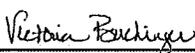
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

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

 *10/19/2021*  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Victoria Buchinger, Deputy County Attorney

## EXHIBIT "A"

### Parcel 1

All that certain real property situate in the County of Pima, State of Arizona, being a part of the Southeast quarter of Section 12, Township 15 South, Range 12 East, Gila and Salt River Meridian, more particularly described as follows:

BEGINNING at a brass survey monument in concrete marking the Southeast corner of said Section 12;

THENCE from said Point of Beginning, Westerly along the measured South line of the Southeast quarter of said Section 12, being the centerline of Valencia Road per Book 8 of Road Maps, Page 88 thereof, records of said Pima County, South 89 degrees 48 minutes 00 seconds West, 1368.25 feet to a point thereon;

THENCE leaving said South line, Northerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, North 00 degrees 15 minutes 36 seconds East, 75.00 feet to a point on the North right-of-way line of said Valencia Road;

THENCE leaving said parallel line, Easterly along said North right-of-way line, North 89 degrees 48 minutes 00 seconds East, 215.10 feet to a point thereon, marked by a 5/8" diameter rebar with a registration tag, RLS 26932, said point being the True Point of Beginning of Parcel BCD herein described;

THENCE from said True Point of Beginning, leaving said North right-of-way line, Northerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, North 00 degrees 15 minutes 36 seconds East, 607.47 feet to a 5/8" diameter rebar with a registration tag, RLS 26932;

THENCE leaving said parallel line, Easterly, North 89 degrees 52 minutes 00 seconds East, 19.90 feet to a 5/8" diameter rebar with a registration tag, RLS 26932;

THENCE leaving said parallel line, Southerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, South 00 degrees 15 minutes 36 seconds West, 47.72 feet to a 5/8" diameter rebar with a registration tag, RLS 26932;

THENCE leaving said parallel line, Easterly along a line being parallel with the South line of the Southeast quarter of said Section 12, North 89 degrees 48 minutes 00 seconds East, 391.89 feet to a 5/8" diameter rebar with a registration tag, RLS 26932 marking the Northeast corner of said Parcel BCD on the West line of that parcel described in Docket 9964, Page 533 thereof, records of said Pima County;

THENCE leaving said parallel line, Southerly along the West line of said recorded parcel, South 00 degrees 32 minutes 49 seconds West, 534.76 feet to a point on the North right-of-way line of Valencia

Road as conveyed to

Pima County in Docket 7974, Page 1231 thereof, records of said Pima County, marked by a 5/8" diameter rebar with a registration tag, RLS 26932;

THENCE leaving the West line of said recorded parcel, Westerly along said recorded right-of-way line, South 89 degrees 48 minutes 00 seconds West, 180.19 feet to a 5/8" diameter rebar with a registration tag, RLS 26932, marking the Northwest corner of said recorded right-of-way line conveyed to Pima County;

THENCE Southerly along the West line of said right-of-way line conveyed to Pima County, South 00 degrees 31 minutes 53 seconds West, 25.00 feet to the Southwest corner thereof on the original North right-of-way line of Valencia Road described in Book 8 of Road Maps, Page 88 thereof, marked by a 5/8" diameter rebar with a registration tag, RLS 26932;

THENCE leaving said right-of-way line conveyed to Pima County, Westerly along said original right-of-way line, being parallel with the South line of the Southeast quarter of said Section 12, South 89 degrees 48 minutes 00 seconds West, 228.81 feet to the True Point of Beginning.

## **Parcel 2**

All that certain real property situate in the County of Pima, State of Arizona, being a portion of Section 12, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Beginning at a brass survey monument in concrete marking the Southeast corner of said Section 12;

Thence from said point of beginning, Westerly along the measured South line of the Southeast quarter of said Section 12, being the centerline of Valencia Road per Book 8 of Road Maps at page 88 thereof, records of said Pima County, South 89°48'00" West, 1368.25 feet to a point thereon;

Thence leaving said South line, Northerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, North 00°15'36" East, 75.00 feet to a point on the North right of way of said Valencia Road, marked by a 1/2 inch diameter rebar with a registration tag, 'RLS 7599', marking the Southwest corner and TRUE POINT OF BEGINNING of the parcel being herein described;

Thence from said True Point of Beginning, continuing Northerly along said parallel line, North 00°15'36" East, 607.72 feet to a point thereon, marked by a 5/8 inch diameter rebar with a registration tag 'RLS 26932' marking the Northwest corner of the property being described herein;

Thence leaving said parallel line, Easterly, North 89°52'00" East, 215.10 feet to a 5/8 inch diameter rebar with a registration tag, 'RLS 26932', marking the Northeast corner of the parcel being herein described;

Thence leaving said parallel line, Southerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, South  $00^{\circ}15'36''$  West, 607.47 feet to a point on said North right of way line, marked by a 5/8 inch diameter rebar with a registration tag, 'RLS 26932' being the Southeast corner of the parcel being herein described;

Thence leaving said parallel line, Westerly along said North right of way line, South  $89^{\circ}48'00''$  West, 215.10 feet to the TRUE POINT OF BEGINNING;

EXCEPTING therefrom the parcel conveyed in Docket 11840, page 3982, described as follows:

All that certain real property situate in the County of Pima, State of Arizona, being a part of the Southeast quarter of Section 12, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at a brass survey monument in concrete marking the Southeast corner of said Section 12;

Thence from said point of beginning, Westerly along the measured South line of the Southeast quarter of said Section 12, being the centerline of Valencia Road per Book 8 of Road Maps at page 88 thereof, records of said Pima County, South  $89^{\circ}48'00''$  West, 1368.25 feet to a point thereon;

Thence leaving said South line, Northerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, North  $00^{\circ}15'36''$  East, 75.00 feet to a point on the North right of way of said Valencia Road, marked by a 1/2 inch diameter rebar with a registration tag, 'RLS 7599';

Thence leaving said right of way line, continuing Northerly along said parallel line, North  $00^{\circ}15'36''$  East, 405.04 feet to a point thereon, marked by a 5/8 inch diameter rebar with a registration tag, 'RLS 26932' marking the Southwest corner and TRUE POINT OF BEGINNING;

Thence from the True Point of Beginning, continuing Northerly along said parallel line, North  $00^{\circ}15'36''$  East, 202.68 feet to a point thereon, marked by a 5/8 inch diameter rebar with a registration tag 'RLS 26932' marking the Northwest corner;

Thence leaving said parallel line, Easterly, North  $89^{\circ}52'00''$  East, 215.10 feet to a 5/8 inch diameter rebar with a registration tag, 'RLS 26932', marking the Northeast corner;

Thence leaving said Northeast corner, Southerly along a line being parallel with the West line of the East half of the Southeast quarter of said Section 12, South  $00^{\circ}15'36''$  West, 202.43 feet to a point thereon, marked by a 5/8 inch diameter rebar with a registration tag, 'RLS 26932' being the Southeast corner;

Thence leaving said parallel line, Westerly along a line being parallel with the South line of the Southeast quarter, South  $89^{\circ}48'00''$  West, 215.10 feet to the TRUE POINT OF BEGINNING.

Except all coal and other minerals reserved in the Patent from the United States of America.

# EXHIBIT A-1

SECTION 12  
TOWNSHIP 15 SOUTH  
RANGE 12 EAST



SECTION 12 G&SRM  
PIMA COUNTY, ARIZONA



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT 21041

**LEGEND**  
 Subject Parcels

DRAWING NOT TO SCALE    DRAWN BY: J. MATHER    DATE: SEPT 2021

## EXHIBIT "B"

### Exceptions

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 UNPAID personal property taxes which may become a lien on real property by reason of mobile home located thereon.
11. 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.
12. ANY CLAIM or loss by reason of not recording an Affidavit of Affixture relating to any mobile home located on said land.
13. LIABILITIES AND OBLIGATIONS imposed upon said land by its inclusion within any legally formed districts.
14. RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land recorded in Book 222 of Deeds, page 155.

EXHIBIT "B" (Continued)

15. Established and/or existing roads, highways, rights-of-way or easements.
16. Easement(s) for natural gas lines and rights incident thereto as set forth in Docket 172, page 523.
17. Easement(s) for water line and ingress and egress and rights incident thereto as set forth in Docket 2974, page 444 and Agreement recorded in Docket 6666, page 112.
18. Easement(s) for electrical facilities and rights incident thereto as set forth in Docket 3953, page 463.
19. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Tucson Water Agreement for Temporary Remote Water Meter recorded in Docket 8416, page 1847.
20. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Declaration of Taking recorded in Docket 9276, page 442.
21. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in acknowledgement of Condition of Access and Declaration of Covenants and Restrictions Running with the Land recorded in Docket 10023, page 409.
22. Easement(s) for ingress, egress and utilities and rights incident thereto as set forth in Docket 10649, page 2739 and in Docket 10839, page 2129.
23. Easement(s) for utilities and rights incident thereto as set forth in Docket 11840, page 3973.
24. Easement(s) for road and rights incident thereto as disclosed by instrument recorded in Docket 11902, page 1743.
25. All matters disclosed by Flood Plain Exhibit A recorded in Docket 13529, page 1144 and in Docket 13692, page 1152.
26. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Reso No. 2009-77 recorded in Docket 13555, page 3496 and Resolution No. 2009-78 recorded in Docket 13555, page 3499.
27. EASEMENT and rights incident thereto, as set forth in instrument recorded in Docket 172 at page 523.
28. EASEMENT and rights incident thereto, as set forth in instrument recorded in Docket 3953 at page 463.
29. Terms, conditions and easements, as set forth in Declaration recorded in Docket 9276 at page 442.
30. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Recorded in Docket 10023 at page 409, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with

EXHIBIT "B" (Continued)

all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

31. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 10649 at page 2739.

32. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 10779 at page 1294.

33. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Protective Covenants and Road Maintenance recorded in Docket 10851 at page 1104.

34. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 10914 at page 3620.

35. MATTERS as shown in Pima County Board of Supervisors Memorandum to Name Street or Easement recorded in Docket 11902, Page 1743.

36. THE EFFECT of Resolution recorded in Docket 13555 at page 3496.

37. Matters disclosed by survey recorded in Sequence No. 20162250162.

## EXHIBIT "C"

When recorded return to:

Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> Floor  
Tucson, AZ 85701

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### DECLARATION AND ACKNOWLEDGEMENT

This DECLARATION AND ACKNOWLEDGEMENT ("Declaration") is by and among Pima County, a political subdivision of the State of Arizona ("County") and the undersigned owners (the "Owners") of real property in the West one half of the East one half of the Southeast quarter of Section 12, Township 15 South, Range 12 East, Gila and Salt River Meridian.

### RECITALS

On August 3, 1998 "Protective Covenants and Road Maintenance Agreement" was recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 10851 at Page 1104 (the "Covenant and Agreement").

The Covenant and Agreement imposes certain restrictive covenants and obligations regarding the use and enjoyment of the real property legally described in the Covenant and Agreement as Parcel One. The Covenant and Agreement also commemorates an agreement regarding certain obligations with respect to an easement, which is described as Parcel Two. Parcel One and Parcel Two are described in the attached Exhibit "A."

The Group #1 Owners currently own real property legally described in the Covenant and Agreement as Parcel One, previously owned in fee by John Reisch. The Group #2 Owners currently own other real property encumbered by the 30-foot wide ingress, egress and utility easement described in the Covenant and Agreement as Parcel Two (the "Road Easement"), previously owned in fee by Megas Inc. (collectively Groups #1 & #2 Owners, the "Owners").

The Covenant and Agreement purports to make Owners collectively responsible for maintenance of the property described by the Road Easement. The Road remains unimproved and as of this date the Owners have not formed an Association to administer the road maintenance obligations as contemplated by the Covenant and Agreement.

Pima County proposes to purchase property described by the attached Exhibit "A" (the "Property"), which contains approximately 607.47 linear feet of Road Easement lying immediately north of Valencia Road and serving the properties to the north owned by the Owners. County intends to construct improvements to the segment of the Road Easement encumbering the Property and desires the Owners clarify their maintenance obligations with respect to the Road Easement prior to County's purchase.

NOW, THEREFORE, the undersigned Owners acknowledge and declare as follows:

County Improvement and Maintenance. If County acquires the Property, County will pave the Road Easement across all or a portion of the Property as a part of the County's development of the Property. The Road Easement will remain open and accessible for use by the Owners. County will maintain the paved portion of the Road Easement and the Owners shall have no obligation for maintenance of the improvements installed by County on the Property. County has no obligation to participate in the maintenance Road Easement across any property owned by others.

Recording. This Declaration shall be deemed adopted and made effective as of its recording in the Official Records of the Pima County Recorder. If County does not acquire the Property, this Declaration shall not be recorded and shall terminate and be of no further force and effect.

Conflicts. In the event of a conflict between this Declaration and the Covenant and Agreement, this Declaration shall control. The above stated Recitals are incorporated herein and made a part of hereto.

Severability. In the event that any court of competent jurisdiction determines that any provision or portion of a provision in this Declaration is illegal, invalid, or unenforceable, such determination will not affect the remaining provisions of this Declaration, which will remain in full force and effect to the fullest extent permitted by law.

Counterparts. This Declaration may be executed in counterparts, all of which taken together will constitute one and the same instrument.

[Signature pages follow]

[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PIMA COUNTY, a political subdivision of the State of Arizona

By: Name: Jeff Teplitsky  
Title: Manager, Real Property Services

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Victoria Buchinger, Deputy County Attorney

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Jeff Teplitsky, the Manager of Real Property Services for and on behalf of PIMA COUNTY, a political subdivision of the State of Arizona.

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

[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 1 Owner:

1Nice M.H. Movers, LLC, an Arizona limited liability company

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

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ as \_\_\_\_\_ of 1Nice M.H. Movers, LLC, an Arizona limited liability company.

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

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 1 Owner:

\_\_\_\_\_  
Francisco Gourdin

\_\_\_\_\_  
Nora Luz Gourdin

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PIMA        )

\_\_\_\_\_  
Anais Jacqueline Gourdin

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Francisco Gourdin, Nora Luz Gourdin and Anais Jacqueline Gourdin.

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



[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 1 Owner:

\_\_\_\_\_  
Mohammed Al Samawi

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ Mohammed Al Samawi \_\_\_\_\_.

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

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Santos Romero Saldivar

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ Santos Romero Saldivar \_\_\_\_\_.

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

[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Pedro A Morando

\_\_\_\_\_  
Maria Morando

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ Pedro A Morando and Maria Morando \_\_\_\_\_.

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

WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_ day of \_ \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Antonio B Mayorga

\_\_\_\_\_

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ Antonio B Mayorga \_\_\_\_\_.

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



[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Maximino Jimenez

\_\_\_\_\_  
Maria Jimenez

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Maximino Jimenez and Maria Jimenez.

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

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Leonor Reyes

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Leonor Reyes.

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

[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Monica Soto

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Monica Soto.

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

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Jennifer Sanchez

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Jennifer Sanchez.

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

[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Eladio R Antunez Grijalva

\_\_\_\_\_  
Maria Oralia Altunez

\_\_\_\_\_  
Norma Campa

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Eladio R Antunez Grijalva and Maria Oralia Altunez and Norma Campa.

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

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Jessica M Gomez

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Jessica M Gomez.

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

[SIGNATURE PAGE TO AMENDMENT TO DECLARATION OF RESTRICTIONS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Group 2 Owner:

\_\_\_\_\_  
Isaac Koirif

\_\_\_\_\_  
Maria Koirif

STATE OF ARIZONA        )  
                                      ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Isaac Koirif and Maria Koirif\_\_\_\_\_.

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

## Exhibit "A" (to Exhibit "C")

### PARCEL ONE:

All that certain real property situate in the County of Pima State of Arizona, being a part of the East Half of the Southeast Quarter of Section 12, Township 15 South, Range 11 East, Gila and Salt River Base and Meridian, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 12, at a Survey Monument stamped PCHD;

THENCE from said Point of BEGINNING, Northerly along the East line of said Southeast Quarter, North 00 degrees, 32 minutes, 49 seconds East, 75.00 feet to the calculated intersection with the North right of way line of Valencia Road, described in Book 8 of Road Maps, at Page 988 thereof, records of said Pima County;

THENCE leaving said East line, Southwesterly along the North right of way line, being parallel with and 75.00 feet North of said Southeast Quarter, South, 89 degrees, 48 minutes, 00 seconds West, 744.54 feet to a point thereon; said point being monumented by a 1/2 inch diameter steel pin tagged "12122", measured 0.33 feet South and 0.05 feet East of the calculated location;

THENCE leaving said North right of way line, Northeasterly along a line being parallel with the East line of said Southeast Quarter, North 00 degrees, 32 minutes, 49 seconds East, 585.00 feet to the True Point of BEGINNING of the parcel herein described, said point being monumented by a 1/2 inch diameter steel pin tagged "12122," measured 0.66 feet South and 0.16 feet East of the calculated location;

THENCE from said True Point of BEGINNING, Southwesterly along a line being parallel with the South line of said Southeast Quarter, South, 89 degrees, 48 minutes, 00 seconds West, 392.02 feet to a number 4 rebar tag, tagged "RLS 26932" set this Survey;

THENCE leaving said parallel line, Southwesterly, along a line being parallel with the West line of said East Half of the Southeast Quarter, South 00 degrees, 15 minutes, 36 seconds West, 19.49 feet to a number 4 rebar tag, tagged "RLS 26932" set this survey;

THENCE leaving said parallel line, Southwesterly along a line being parallel with the South line of said Southeast Quarter, South 89 degrees, 48 minutes, 00 seconds West, 235.00 feet, more or less to a number 4 rebar tag, tagged "RLS 26932 " set this survey on the West line of the East Half of said Southeast Quarter;

THENCE leaving said parallel line, Northeasterly along the West line of said East Half of the Southeast Quarter, North 00 degrees, 15 minutes, 36 seconds East, 240.26 feet to a number 4 rebar tag, tagged "RLS 26932" set this survey;

THENCE leaving said West line, Northeasterly along a line being parallel with the North line of said Southeast Quarter, North 89 degrees, 52 minutes, 90 seconds East, 235.00 feet more or less to a number 4 rebar tag, tagged "RLS 26932, set this survey;

THENCE leaving said parallel line, Northeasterly along a line being parallel with the West line of said East Half of the Southeast Quarter, North 00 degrees, 15 minutes, 36 seconds East, 117.84 feet to a number 4 rebar tag, tagged "RLS 26932 ", set this survey

THENCE leaving said parallel line, Northeasterly, along a line being parallel with the North line of said Southeast Quarter, North 89 degrees, 52 minutes, 00 second East, 478.25 feet to a number 4 rebar tag, tagged "26932" set this survey;

THENCE leaving said parallel line, Southwesterly along a line being parallel with the East line of said Southeast Quarter, South 00 degrees, 32 minutes, 49 seconds West, 337.79 feet to a point thereon, monumented, by a 1/2 inch diameter steel pin, tag no. 7490, measured 1.11 feet South and 0.13 feet West of the calculated location:

THENCE leaving said parallel line Southwesterly along a line being parallel with the South line of said Southeast Quarter, South 89 degrees, 48 minutes, 00 seconds West, 84.54 feet to the True Point of BEGINNING.

**PARCELTWO:**

An easement for ingress, egress and utilities over the East 30 feet of the West 235 feet of the East Half of the Southeast Quarter of Section 12 Township 15 South, Range 12 East, Gila and Salt River Base and Meridian.

Excepting therefrom any portion lying within Parcel One above

**EXHIBIT "D"**

**Wells & Water Rights Seller's Questionnaire**

**NO WELLS OR WATER RIGHTS**

**EXHIBIT "E"**

**Owner Disclosure of Underground Improvements**

Owner's Name: Tamarix Development, LLC

Tax Parcel Number(s): 210-23-079B & 210-23-079D

Date: 4/2/2021

The purpose of this questionnaire is for Owner to disclose all information of which Owner is aware, pertaining to the location of septic tanks, septic or leach fields, alternative waste disposal systems, or other improvements on the property being acquired which may be impacted by the County's proposed construction project. If more space is needed to answer one or more questions, please attach additional sheets or maps as needed.

1. Is there a septic tank, septic or leach field, or alternative waste disposal system located on the property to be acquired?

Yes X No \_\_\_\_\_ If NO, skip to question #2

Describe septic facility: 079B HAS 2-1000 GAL TANK & LEACH FIELDS  
079D HAS 1-1250 GAL TANK & LEACH FIELD (NONE OF THESE  
SEPTIC SYSTEMS HAVE EVER BEEN USED

Location: \_\_\_\_\_

Is the septic tank/field still in use? Yes \_\_\_\_\_ No X

If Yes, Owner and County agree to the following arrangement concerning the facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Are you aware of any irrigation or other improvements on the property which may impact construction? Yes \_\_\_\_\_ No X If YES, please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "F" (continued)**

**WARRANTY DEED**

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

SEE ATTACHED EXHIBIT " " FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record.

And I or we do warrant the title against all persons whomsoever, subject only to matters  
above set forth.

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

\_\_\_\_\_  
Grantor

STATE OF ARIZONA )

COUNTY OF PIMA ) ss

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

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

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

|  |         |                     |   |
|--|---------|---------------------|---|
| <b>EXEMPTION: A.R.S. §11-1134.A.3.</b> |         | Board of Directors: | 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"/> |