

**City of Tucson
Request for Proposals (RFP)
1720 N. Aztec Avenue
Tucson, Arizona 85745**

**TABLE OF CONTENTS
(BID PACKAGE CHECKLIST)**

- 1. Notice of Call for Proposals**
- 2. General Information**
- 3. Property Description**
- 4. Minimum Bid Price**
- 5. Bid Security**
- 6. Selection**
- 7. Bidding Procedures**
- 8. Submission Instructions**
- 9. Contacts**
- 10. City Rights Reserved**
- 11. Property Rights/Disclosure of Information**
- 12. Submission Rejection/Rights to Disqualify**
- 13. Special Terms and Conditions**
- 14. Conflicts of Interest**
- 15. Brokerage Fee**

Bid Package Acknowledgement & Receipt Form

EXHIBITS

- A. Legal Description (2 Pages)
- B. Location Map (2 Pages)
- C. Preliminary Title Report (44 Pages)
- D. Sales Summary (1 Page)
- E. City Disclosures and Existing Right of Entry Agreement (16 Pages)
- F. Sample Conveyance Document (1 Page)

**City of Tucson
Real Estate Division
201 N. Stone, Tucson, Arizona**

NOTICE OF CALL FOR BIDS

RP # 2270

1. Notice of Call for Bids

The City of Tucson offers for sale the parcel of real property described below. Written sealed bids will be accepted at the offices of Tierra Realty & Development, 1575 E. River Road, Suite 201, Tucson, Arizona 85718. All written sealed bids must be received by and will be opened at 4:00 P.M. on Thursday, July 17, 2014. Sale is subject to approval of the Mayor and Council, and the City reserves the right to reject any and all offers.

2. General Information

This property was acquired by the City of Tucson in 1993. The surplus parcels consist of approximately 34,395.7 square feet or 0.8 acres. The property is impacted by a FEMA regulatory floodplain.

3. Property Description

The property is located at the Northeast corner of Aztec Avenue and El Rio. The property is zoned R-2 for residential use.

4. Minimum Bid Price

The property value has been estimated at **\$42,000.00**. The City would like to receive no less than the estimated value, however, all offers will be considered. All bids submitted shall be cash only. Terms are not available.

5. Bid Security

Offer to Purchase form must be accompanied by bid security in the amount of 5% of the bid amount made payable to "Stewart Title and Trust". (Cashier's check or money order only. No personal checks or wire transfers allowed.)

6. Selection

All bids will be evaluated based on the highest total offer to the City. Bids that include representation by an Arizona licensed broker will not be disadvantaged by the cost of the broker commission. The City will evaluate any additional closing contingencies proposed by the bidder on a case by case basis. Selection will be made by the City as to which proposal, if any, will be forwarded to the City Manager, and if warranted, to Mayor and Council for consideration. **The City reserves the right to reject any and all proposals.**

7. Bidding Procedures

See attached Bidding procedures on Page 6 and 7 for details.

8. Submission Instructions

Written sealed bids will be accepted at the offices of Tierra Realty & Development, 1575 E. River Road, Suite 201, Tucson, Arizona 85718. All written sealed bids must be received by and will be opened at 4:00 P.M. on Thursday, July 17, 2014. Proposals received after that time and date shall be rejected and not considered by the City of Tucson.

Submissions must be made in a sealed package with the statement “1720 N. Aztec Avenue Surplus Parcel Proposal” and the bidder’s name, address and phone number clearly indicated on the package.

9. Contacts

Tierra Realty and Development
Attn: George Cardieri or Mack Dickerson
Telephone Number (520) 319-2106

10. City Rights Reserved

Notwithstanding any other provision of the Request for Proposals, the City reserves the right to:

- Waive any immaterial defect or informality;
- Reject any or all submissions, or portions thereof;
- Reissue a new or revised Request for Proposals; and
- Request one or more bidders to submit a more detailed submission

This RFP does not commit the City of Tucson to enter into a contract or development agreement, to pay any cost incurred in the preparation of a submission in response to this request or in subsequent exclusive negotiations. Further, this RFP does not convey to any bidder any contractual or property rights.

11. Property Rights/Disclosure of Information

All materials submitted in response to this RFP and submissions subsequent thereto, shall become the property of the City of Tucson upon delivery. By tendering a response to this RFP, bidders agree that the content of every other submission is confidential and proprietary and waives any right of access to those submissions during the review period. The foregoing waiver shall not apply to the submission selected under this RFP, if any, or to the submission of any bidder contesting, protesting or otherwise challenging an award or recommendation, once made. Any bidder tendering a submission in response to this RFP further acknowledges and understands that the City of Tucson is a public entity required to abide by public records laws and shall not be liable for disclosures required by law.

12. Submission Rejection/Right to Disqualify

Submission of terms, conditions and/or agreements may result in rejection if such terms, conditions or agreements are deemed unacceptable by the City in its sole discretion. The City of Tucson reserves the right to disqualify any bidder who fails to provide information or data specifically requested herein or who provides materially inaccurate or misleading information or data. The City of Tucson reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest. This disqualification is at the sole discretion of the City of Tucson.

13. Special Terms and Conditions

A. Reservation of Rights by City of Tucson

The issuance of this RFP and the acceptance of submissions do not constitute an agreement by the City of Tucson that any contract will actually be entered into by the City of Tucson.

B. Form and Terms of Purchase Agreement

By submitting a submission in response to this RFP, each bidder agrees that the Offer to Purchase agreement and any other contract resulting from this RFP may be drafted under the supervision of the Tucson City Attorney. Bidders may not insist on the use of standard contract agreements, documents or forms, and waive any demand for the use of standard agreement forms. Selection of a bidder does not obligate the City of Tucson to accept all of the terms of the successful bidder's submission.

C. Copyright and Patent Indemnification

By responding with a submission to this RFP, each bidder agrees to hold the City of Tucson, and its officers, agents, employees, and consultants free and harmless against any and all liability, including costs of claims, suits and attorneys' fees, arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance.

D. Applicable Law

Any and all disputes arising under this RFP and any contract negotiated as a result of this RFP shall be governed by the laws of the State of Arizona. The venue for any action brought to enforce provisions of the contract shall be in Pima County, Arizona.

E. No Partnership/Business Organization

Nothing in this RFP or in any subsequent development agreement, lease, or any other contract entered into as a result of this RFP shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the City of Tucson or the bidder.

F. Employment Restrictions and Indemnity

No person who is an officer, employee, contractor or consultant of a bidder shall be an officer or employee of the City of Tucson. No rights of the City of Tucson's civil service, retirement or personnel rules accrue to bidder, its officers, employees, contractors, or consultants. The successful bidder shall have the sole responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Bidder shall save and hold the City of Tucson harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation, other benefits and taxes and premiums in any way related to bidder's officers, employees, contractors and consultants.

G. Immigration and Naturalization

All bidders shall be required to be in compliance with the Naturalization Reform Act of 1986 and all rules and regulations promulgated thereunder.

H. Non-Discrimination Requirements

In its employment policies and practices, public accommodations and provision of services, bidder shall comply with all relevant and applicable federal, state, and local laws, regulations and

standards relating to discrimination, bias, and/or limitations, such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary City of Tucson funds to organizations that have a policy of discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status.

14. Conflicts of Interest

This RFP and any award, purchase agreement, lease, or other relationship resulting from this RFP are subject to the Arizona conflict of interest laws, A.R.S. § 38-501 et seq., including A.R.S. § 38-511, which provides for cancellation of contracts in certain circumstances involving conflicts of interest.

15. Brokerage Fee

The City of Tucson will pay a commission of 3% to qualified Arizona licensed brokers, should the terms and conditions of the Offer to Purchase be met and the property successfully closes escrow.

BIDDING PROCEDURES

- 1. All Bidders are required to present their bid on the City's Offer to Purchase form, a copy of which is enclosed in the bid package.**
- 2. Offer to Purchase form must be accompanied by appropriate bid security.**
- 3. The Offer to Purchase form must be signed by the principal or authorized corporate officer. Any offer not properly signed may be rejected.**
- 4. Sign the receipt form provided that you have received and reviewed all pages of this package (Bid Package Acknowledgement & Receipt). If you are using a broker/agent to help you purchase the property, your broker/agent must sign the Broker Acknowledgement. If you are not using a broker, do not sign the "Brokers Acknowledgement" portion.**
- 5. Submit the completed Offer to Purchase form and deposit in a sealed envelope with the statement "1720 N. Aztec Avenue Surplus Parcel Proposal" and the bidder's name, address and phone number clearly indicated on the package. Envelopes not properly marked which are inadvertently opened prior to bid opening date may be disqualified.**
- 6. Attach bid Security Deposit to the Purchase Agreement. The deposit should be in the form of a cashier's check made payable to "Stewart Title and Trust" and the amount should be 5% of the amount of the bid. If your bid is not the successful bid, you will be notified and your cashier's check will be returned to you with reasonable promptness.**
- 7. Sealed Bids must be received by and will be publicly opened and read aloud on Thursday, July 17, 2014 at 4:00 PM, Mountain Standard Time. Bid opening will occur in the conference room of the Office of Tierra Realty and Development, 1575 E. River Rd., Suite 201, Tucson, Arizona 85718.**
- 8. All proposals will be evaluated based on the highest total offer to City. Bids that include representation by an Arizona licensed broker will not be disadvantaged by the cost of the broker commission. The City will evaluate any additional closing contingencies proposed by the bidder on a case by case basis. A determination will be made by the City as to which proposal, if any, will be forwarded to the City Manager, and if warranted, to Mayor and Council for consideration. Mayor and Council consideration will occur no later than 45 days from the date of the bid opening.**

If two proposals are deemed to be equal according to highest bid criteria, the successful bidder shall be determined by a draw. Unsuccessful bid deposits will be returned via certified mail within five (5) business days following rejection.

- 9. In the event the highest bidder fails to close escrow, then the deposit will be forfeited to the City of Tucson. At its own discretion, the City may offer the property to the succeeding best bidders for the amount of their bids subject to the terms herein.**
- 10. Acceptance of the highest bid will be subject to City Manager and Mayor and Council approval. The City reserves the right to reject any and all bids.**
- 11. The City of Tucson will pay a commission fee of 3% to qualified Arizona licensed brokers, should the terms and conditions of the Offer to Purchase be met.**
- 12. For further information, please contact George Cardieri or Mack Dickerson of Tierra Realty and Development at (520) 319-2106.**

BID PACKAGE ACNOWLEDGEMENT & RECEIPT

The bidder(s) in this Request for Proposal (RFP) submittal acknowledge the receipt of a complete bid package including all documents listed on the Bid Package Checklist (Table of Contents). Bidder further acknowledges that they have reviewed the contents of the bid package as listed on the Bid Package Checklist.

Bidder Printed Name

Date

Bidder Signature

Bidder Printed Name

Date

Bidder Signature

BROKERS ACKNOWLEDGEMENT

I, _____ (insert name), am a licensed real estate broker/agent in the State of Arizona. I represent the buyer(s) in this transaction. I have reviewed the contents of the Bid Package for this property and acknowledge that if my client(s) is/are the successful bidder in the purchase of this property, that upon successful close of escrow to this transaction, I or my broker, will be paid a commission equal to 3% of the gross sales price.

Broker/Agent Signature

Date

Name of Brokerage Company _____

Address of Brokerage Company _____

MLS Agent # _____

MLS Office # _____

Office Phone _____

Mobile Phone _____

Email Address _____

EXHIBITS

- A. Legal Description (2 Pages)
- B. Location Map (2 Pages)
- C. Preliminary Title Report (44 Pages)
- D. Sales Summary (1 Page)
- E. City Disclosures and Existing Right of Entry Agreement (16 Pages)
- F. Sample Conveyance Document (1 Page)

Arrow Land Survey, Inc.

3121 E. Kleindale Road

Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION

JOB NO. 14104

May 22, 2014

Exhibit A
Surplus Parcel

All those portions of Lots 85 and 87 of El Rio Acres, recorded in Book 6 of Maps and Plats at Page 11 in the office of the Recorder, Pima County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Lot 85 which is monumented by a one-half inch rebar tagged "RLS 13187" from which the southwest corner of said Lot 87 which is monumented by a one inch open pipe bears South 00°02'31" East (basis of bearing for this description) 342.30 feet distant;

Thence North 89°56'00" East, upon the north line of said Lot 85, a distance of 5.80 feet to a set one-half inch rebar tagged "RLS 35111";

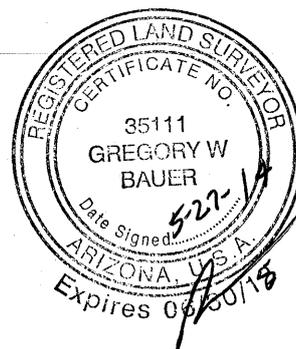
Thence South 40°18'29" East a distance of 160.21 feet to a set one-half inch rebar tagged "RLS 35111";

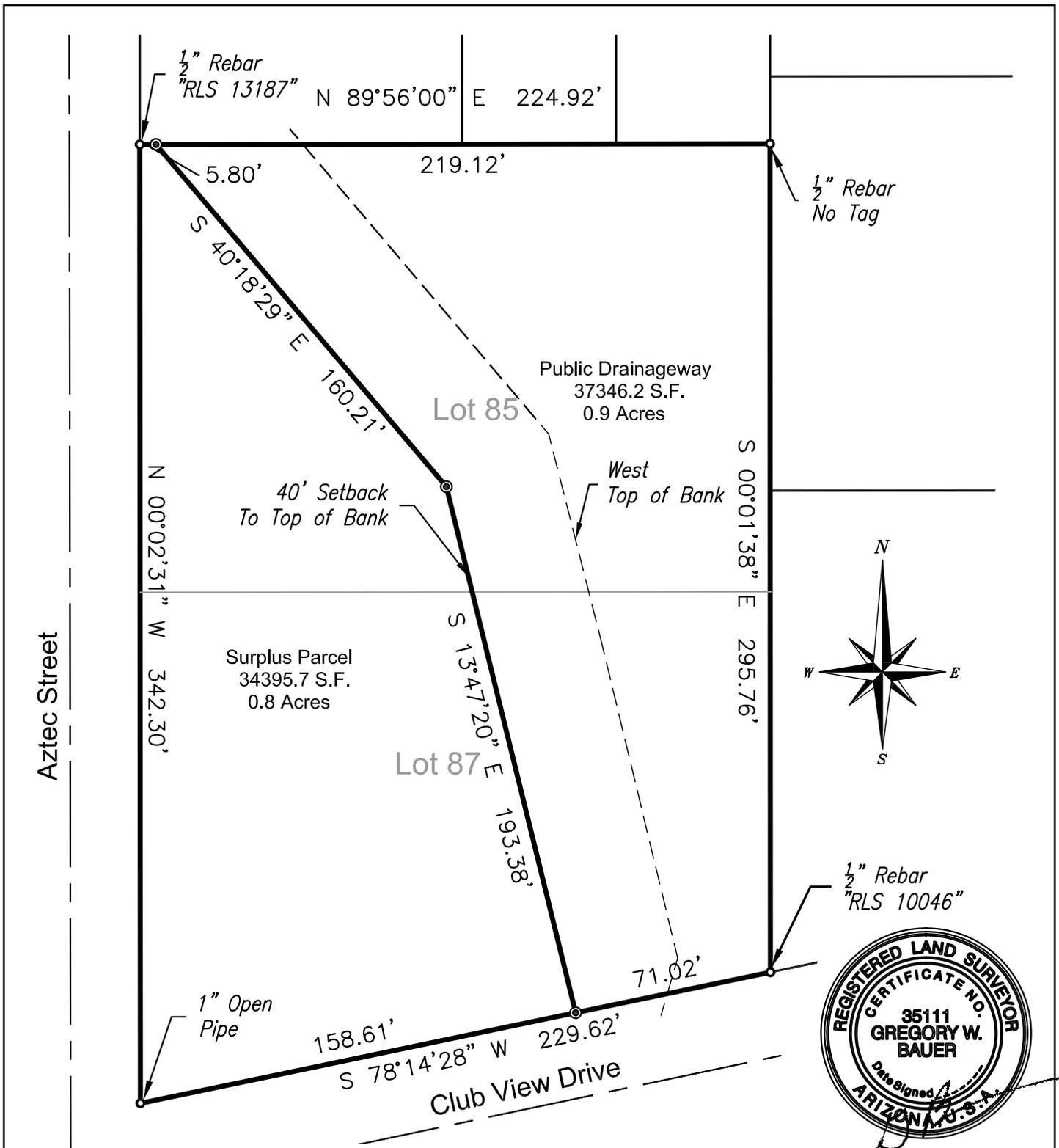
Thence South 13°47'20" East a distance of 193.38 feet to a set one-half inch rebar tagged "RLS 35111" on the south line of said Lot 87;

Thence South 78°14'28" West, upon said south line, a distance of 158.61 feet which is monumented by a one inch open pipe;

Thence North 00°02'31" West, upon the west line of said Lots 85 and 87, a distance of 342.30 feet to the **POINT OF BEGINNING**.

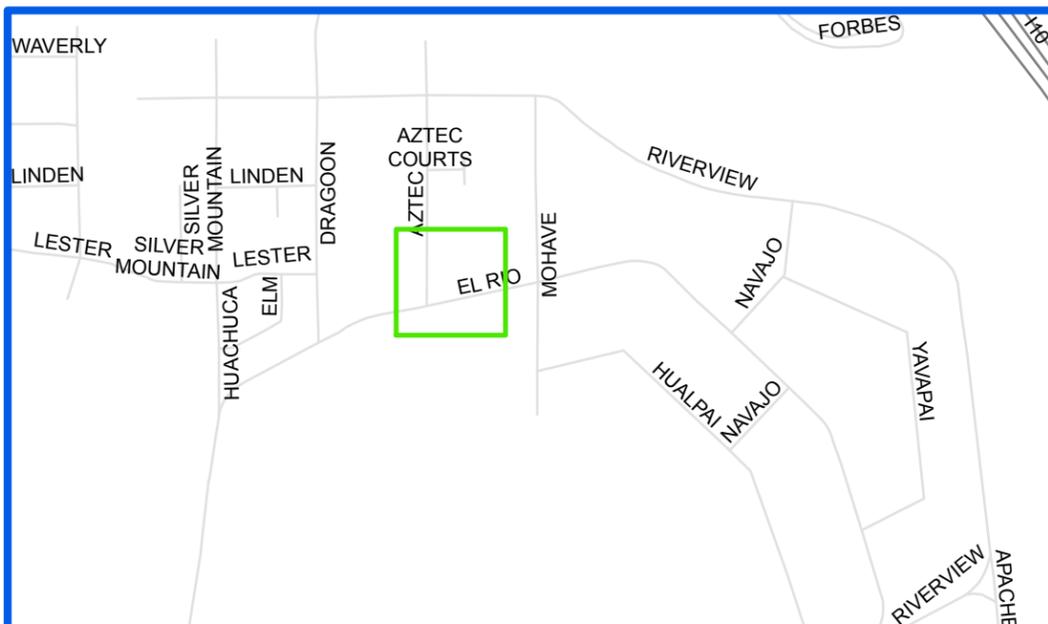
Said parcel contains 34395.7 square feet or 0.80 acres as described.





SEC. 3, T.14 S., R.13 E.

Drawn: <u>GWB May 2015</u> Scale: <u>1" = 50'</u>	Surplus Parcel Portions of Lots 85 & 87 El Rio Acres BK.6, PG.11, M.&P.	City of Tucson, Arizona ENGINEERING DIVISION (2/2)
		PLAN # <u>S-2014-008</u>



Property Information
 RP: 2270
 Tax Code: Ptn of 115-17-1430
 and 115-17-1450
 Zone: R-2
 Size: aprox. 34,395.7 sq ft
 Area: aprox 0.80 ac



Legend

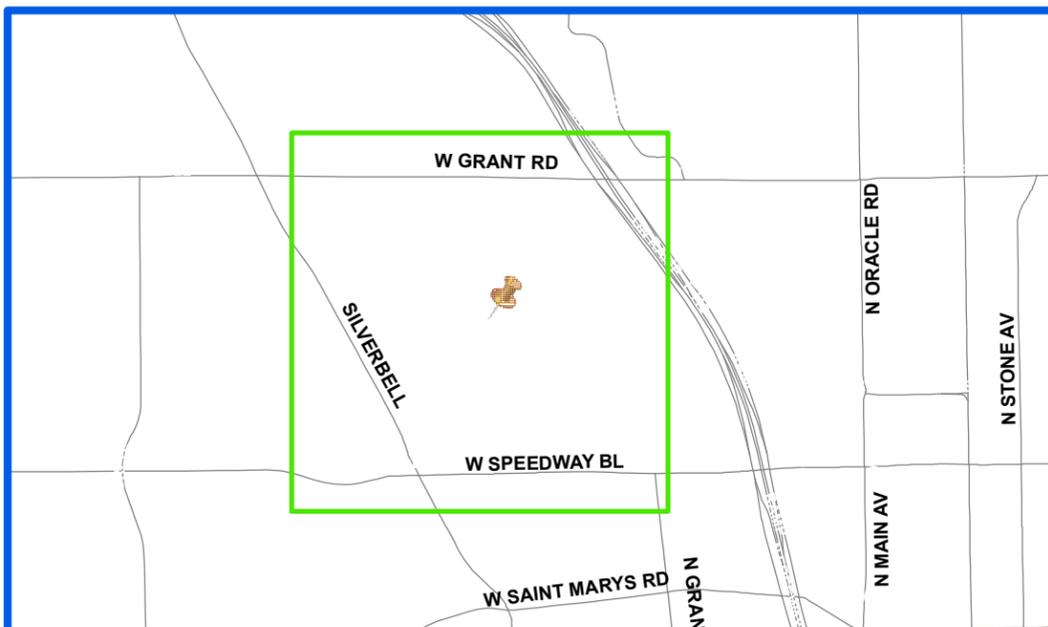
- RP 2270
- AREA OVERVIEW

\\DJK\PROJECTS\TDOT\RP2270

THE DATA CONTAINED HEREIN COMES FROM MANY DIVERSE SOURCES, IS ACTIVELY BEING WORKED ON BY THE CITY REAL ESTATE DIVISION, IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE! ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, FOR GENERAL INFORMATIONAL PURPOSES ONLY.



Portion to be sold



Property Information
 RP: 2270
 Tax Code: Ptn of 115-17-1430 and 115-17-1450
 Zone: R-2
 Size: aprox. 34,395.7
 Area: aprox 0.80 ac



Legend

- RP 2270
- AREA OVERVIEW

\\DK\PROJECTS\TDOT\RP2270

THE DATA CONTAINED HEREIN COMES FROM MANY DIVERSE SOURCES, IS ACTIVELY BEING WORKED ON BY THE CITY REAL ESTATE DIVISION, IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE! ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, FOR GENERAL INFORMATIONAL PURPOSES ONLY.

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by



STEWART TITLE®
GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Authorized Countersignature
Stewart Title & Trust of Tucson
Company Name
Tucson, AZ 85710
City, State

stewart
title guaranty company



Matt Morris
President and CEO

Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

As to ALTA 2006 Policy forms:

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

STEWART TITLE®
GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

SCHEDULE A

Order Number: 14420073, Amend. No. 1

Escrow Officer: Kim Moss

Effective Date: May 22, 2014 at 5:00 p.m.

Title Officer: Gail Franklin

- | | Amount of Insurance |
|--|---------------------|
| 1. Policy or Policies to be issued: | |
| (a) Owner's: LTAA Standard Coverage Owner's Policy | \$ 0.00 |
| Proposed Insured: | |
| Proposed Purchaser | |
| (b) Lender's: None | \$ 0.00 |
| Proposed Insured: | |
| (c) Lender's: None | \$ 0.00 |
| Proposed Insured: | |
| | |
| 2. The estate or interest in the land described or referred to in this Commitment and covered herein is: | |
| FEE | |
| | |
| 3. Title to said estate or interest in said land is at the effective date hereof vested in: | |
| City of Tucson, a municipal corporation | |
| | |
| 4. The land referred to in this Commitment is described as follows: | |
| See Exhibit A attached hereto and made a part hereof. | |
| | |
| 5. The Deed of Trust to be insured and the assignments thereof, if any are described as follows: | |
| n/a | |

Order Number: 14420073, Amend. No. 1

Exhibit A

All those portions of Lots 85 and 87 of EL RIO ACRES, recorded in Book 6 of Maps and Plats, page 11 in the office of the Recorder, Pima County, Arizona, described as follows:

Beginning at the Northwest corner of said Lot 85 which is monumented by a one-half inch rebar tagged "RLS 13187" from which the southwest corner of said Lot 87 which is monumented by a one inch open pipe bears South 00 degrees 02 minutes 31 seconds East (basis of bearing for this description) 342.30 feet distant;

Thence North 89 degrees 56 minutes 00 seconds East, upon the north line of said Lot 85, a distance of 5.80 feet to a set one-half inch rebar tagged "RLS 35111";

Thence South 40 degrees 18 minutes 29 seconds East, a distance of 160.21 feet to a set one-half inch rebar tagged "RLS 35111";

Thence South 13 degrees 47 minutes 20 seconds East a distance of 193.38 feet to a set one-half inch rebar tagged "RLS 35111" on the south line of said Lot 87;

Thence South 78 degrees 14 minutes 28 seconds West, upon said south line, a distance of 158.61 feet which is monumented by a one inch open pipe;

Thence North 00 degrees 02 minutes 31 seconds West, upon the west line of said Lot 85 and 87, a distance of 342.30 feet to the Point of Beginning .

SCHEDULE B

Order Number: 14420073, Amend. No. 1

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the year 2014.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

4. Reservations, exceptions, easements or rights in Patents or in Acts authorizing the issuance thereof.
5. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
6. Easement for communication facilities, and rights incident thereto, as set forth in instrument recorded in Docket 5340, page 704.
7. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within any wash or arroyo and its tributaries.
8. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

NOTE: Except as shown herein, no Leases, VEMUR'S; DEUR'S; Environmental Liens, or activity and use limitations, if any, were found currently recorded against the property as searched at the Pima County Recorder's Office.

REQUIREMENTS

Order Number: 14420073, Amend. No. 1

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a) Print must be ten-point type (pica) or larger.
- b) Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information. (NOTE: Nothing must be contained in the margin areas, including initials.)
- c) Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Property appears to be free and clear of encumbrances. Seller to disclose property status.
2. THE RIGHT IS RESERVED to make additional exceptions or requirements upon submission of the name of the proposed insured.
3. RECORD Deed from **City of Tucson, a municipal corporation** to **Proposed Purchaser**.
4. THE RIGHT IS RESERVED to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.

REQUIREMENTS (Continued)

Order Number: 14420073, Amend. No. 1

TAX STATUS NOTE:

Year: 2013
Parcel No.: 115-17-1450 (Lot 87)
Total Amount: \$0.00
First half: \$0.00
Second half: \$0.00 Taxes shown exempt

Year: 2013
Parcel No. 115-17-1430 (Lot 85)
Total Amount \$0.00
First half \$0.00
Second half \$0.00 Taxes shown exempt

(Property tax notices are mailed on or about September 1st for the tax year due. First half taxes are due October 1st of the tax year shown and delinquent November 1st of that same year. Second half taxes are due March 1st of the following year and delinquent May 1st of the following year.)

Escrow personnel MUST verify any delinquent taxes information with the Pima County Treasurer's office at (520) 724-8341.

STREET ADDRESS NOTE:

According to the Pima County Assessor's Office, the purported street address of the subject property is disclosed as follows:

1720 N. Aztec Ave. (as to Lot 87)
Tucson, AZ

No address shown (as to Lot 85)

This information is provided as a courtesy, and no liability is assumed as to its accuracy. If no address is shown, it means the Assessor does not disclose one.

CHAIN OF TITLE (24 month)/VESTING NOTE:

The subject property is currently vested in the party(ies) shown in Schedule A, Paragraph 3, by instrument recorded July 22, 1993, in Docket 9589, page 1546, records of Pima County, Arizona.

NOTE: This transaction does not qualify for a short term Re-Issue Rate.

REQUIREMENTS (Continued)

Order Number: 14420073, Amend. No. 1

Subject property was previously conveyed by instrument recorded in Docket , page , records of Pima County, Arizona.

POLICY NOTE:

Unless specified otherwise on Schedule A, ALTA 2006 coverage policy(s) will be issued in connection with this transaction.

WIRING NOTE:

Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Stewart Title & Trust of Tucson via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

SEARCH NOTE:

All searches required pursuant to issuance of this commitment for title insurance were performed through a dedicated title plant, including a search of the geographically posted indices affecting the subject real property and any matters disclosed in the general index relating to the parties being insured herein. Accordingly those matters, if any, are shown herein.

LENDER NOTE (Only applies to Purchase Money Loans):

The name(s) of the proposed buyers in this transaction has (have) not been searched in the public records and this commitment does not reflect matters such as liens, proceedings or decrees, which do not specifically describe the land which is referred to in this commitment. If any do exist, they may affect the title or impose liens or encumbrances upon the land herein described.

Any loan policy issued pursuant to the terms hereof that insures the loan securing a purchase money obligation on residential property will insure that such matters, if any, are subordinate to the lien being insured herein.

ADDENDUM TO COMMITMENT FOR TITLE INSURANCE

The policy or policies to be issued will contain exceptions to or exclusions from coverage as to the following matters unless the same are disposed of to the satisfaction of or by agreement with the Company.

EXCEPTIONS TO STANDARD POLICIES AND ALTA OWNER'S POLICIES

1. Taxes or assessments which 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. Proceedings by a public agency which 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.
2. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5.
 - (a) Unpatented mining claims;
 - (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
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.

EXCLUSIONS FROM STANDARD POLICIES, ALTA OWNER'S POLICIES AND ALTA LOAN POLICIES (EXCEPT 2006 POLICY FORMS)

1.
 - (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of the violation of any of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction (vesting in the insured the estate or interest)(creating the interest of the mortgagee) insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a fraudulent conveyance or fraudulent transfer, or
 - (b) the subordination of the insured mortgage (if applicable) as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a preferential transfer except where the preferential transfer results from the failure:

- (i) to timely record the instrument of transfer, or
- (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

In addition, as to an ALTA Loan Policy only:

- 5. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 6. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 7. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 OWNER'S POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attached between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 5 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 LOAN POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or crated subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

(All references to ALTA policies shall mean those as revised 10/17/92, unless otherwise noted)

EXCLUSIONS FROM 10/22/03 ALTA HOMEOWNER'S POLICIES

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records,
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date.
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

EXCLUSIONS FROM 01/01/08 ALTA HOMEOWNER'S POLICIES

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8a, 14, 15, 16, 17, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8e, 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

Title Department

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the **Stewart Title Guaranty Company** and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name: financial companies, such as Stewart Title Company.</i>	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction
How often do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How often do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
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TAX SEARCH REPORT

Printed: Friday, 25 April 2014 11:01 AM

Order: 14420073

Area Code: 150

Tax Rate: 15.9888

Parcel Number: 115-17-14507
Situs Address: 1720 N AZTEC AV

Docket Book: 9589
Page: 1546

Recorded: 07/22/1993

Owners Name: CITY OF TUCSON
Address: 00000

Section: 3
Township: 14S
Range: 13E

Book: 6
Page: 11
Block:
Lot: 87

Legal: EL RIO ACRES LOT 87

2013 TAXES UPDATED THRU 04/18/2014

	Value	Ratio		
Land:	\$108,671.00	16%		
Improvement:	\$0.00	0%		
	Full Cash Value		Exemption	Net Assessed
Land & Impr:	\$108,671.00		TOTAL	\$17,387.00
Personal Prop:	\$0.00		TOTAL	\$0.00
Limited:	\$99,406.00		TOTAL	

2013 TOTAL TAX = \$0.00

FIRST HALF	INTEREST	SECOND HALF	INTEREST	TOTAL DUE
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NO LIABILITY

BACK TAX INFORMATION UPDATED THRU 04/18/2014

**** NO DELINQUENT TAXES FOR THIS PARCEL ****

UPDATED THRU DATES:	ASSESSMENTS	RESOLUTIONS
CITY OF TUCSON:	04/15/2014	04/15/2014
ORO VALLEY:	04/15/2014	04/15/2014
PIMA COUNTY:	04/15/2014	04/15/2014

**** NO ASSESSMENTS ****

**** NO RESOLUTIONS ****

**** NO SOLD ASSESSMENTS ****

TAX SEARCH REPORT

Printed: Friday, 25 April 2014 11:01 AM

Order: 14420073

Area Code: 150

Tax Rate: 15.9888

Parcel Number: 115-17-14305

Docket Book: 9589

Recorded: 07/22/1993

Situs Address: 0

Page: 1546

Owners Name: CITY OF TUCSON

Address: 00000

Section: 3
Township: 14S
Range: 13E

Book: 6
Page: 11
Block:
Lot: 85

Legal: EL RIO ACRES LOT 85

2013 TAXES UPDATED THRU 04/18/2014

	Value	Ratio		
Land:	\$109,080.00	16%		
Improvement:	\$0.00	0%		
	Full Cash Value		Exemption	Net Assessed
Land & Impr:	\$109,080.00		TOTAL	\$17,453.00
Personal Prop:	\$0.00		TOTAL	\$0.00
Limited:	\$99,780.00		TOTAL	

2013 TOTAL TAX = \$0.00

FIRST HALF	INTEREST	SECOND HALF	INTEREST	TOTAL DUE
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NO LIABILITY

BACK TAX INFORMATION UPDATED THRU 04/18/2014

**** NO DELINQUENT TAXES FOR THIS PARCEL ****

UPDATED THRU DATES:	ASSESSMENTS	RESOLUTIONS
CITY OF TUCSON:	04/15/2014	04/15/2014
ORO VALLEY:	04/15/2014	04/15/2014
PIMA COUNTY:	04/15/2014	04/15/2014

**** NO ASSESSMENTS ****

**** NO RESOLUTIONS ****

**** NO SOLD ASSESSMENTS ****

RECORDED BY: JEB
DEPUTY RECORDER
2012 RD11



DOCKET: 9589
PAGE: 1546
NO. OF PAGES: 1
SEQUENCE: 93120300
07/22/93
DEED 14:45:00
PICKUP
AMOUNT PAID \$ 6.00

.FFATI
FIRST AMERICAN TITLE

1880 E RIVER RD
TUCSON AZ 85718

AFFIDAVIT EXEMPT ARS 42-1614 (A-3)

D E E D

For and in consideration of the sum of One Dollar and other valuable considerations the undersigned, CHARLES M. GLICKMAN and ROSALYN GLICKMAN, husband and wife

do(es) hereby CONVEY unto the CITY OF TUCSON, a municipal corporation, the following described property situate in Pima County, Arizona:

Lots 85 and 87 of EL RIO ACRES, a subdivision of Pima County, Arizona, as recorded in the Office of the Pima County Recorder in Book 6 of Maps and Plats at Page 11.

AND the undersigned warrant(s) the title against any persons whomsoever.

DATED this 2nd day of July, 1993.

Charles M. Glickman
Charles M. Glickman

Rosalyn Glickman
Rosalyn Glickman

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 2nd day of July, 1993, by Charles M. Glickman and Rosalyn Glickman

MY COMMISSION EXPIRES:

[Signature]
Notary Public

El Rio Wash
Resolution #16331 6-28-93
JU:slg

W/D-F (wt)

9589 1546

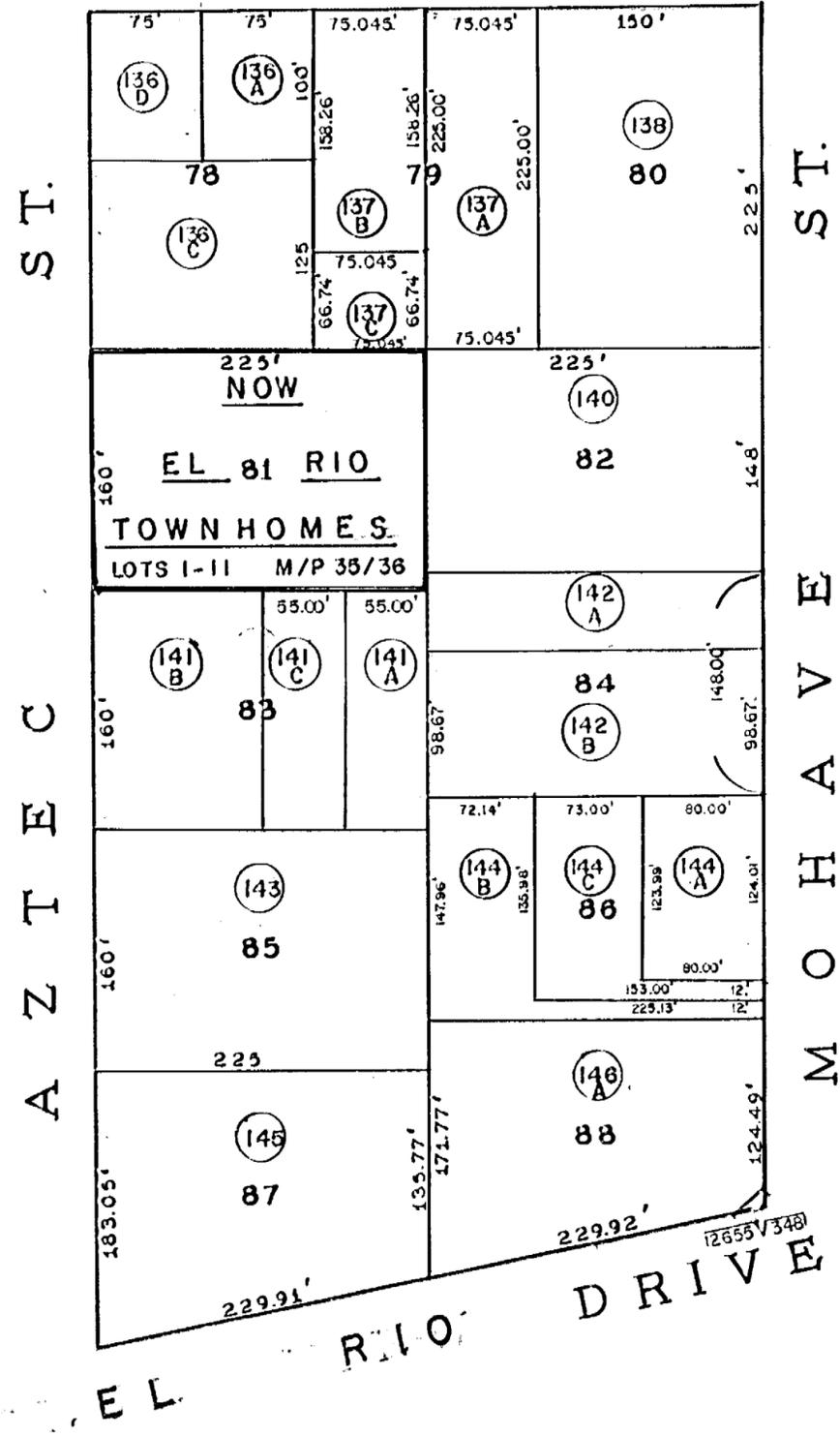
ASSESSOR'S RECORD MAP

103

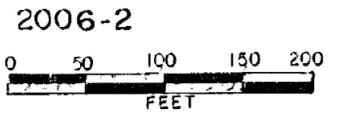
115-17
11/15

EL RIO ACRES
DETAIL No. 10

RIVERVIEW BLVD.



C.U.L.
PROJECT



SEE BOOK 6, PAGE 11, M & P.
S03-T14, R13E;

SCANNED

06011010.TIF

DRAINAGE-WAY EASEMENT

THIS INDENTURE, MADE THIS 27th DAY OF October, 19 54,

BY AND BETWEEN Gabriel Sinohui and Elise Sinohui, husband and wife

HEREINAFTER KNOWN AS THE GRANTOR AND THE COUNTY OF PIMA, A BODY POLITIC OF THE STATE OF ARIZONA, THE GRANTEE.

RECITALS: THE GRANTEE REQUIRES A RIGHT OF WAY OVER AND PERPETUAL EASEMENT TO A PARCEL OF LAND BELONGING TO THE GRANTOR, UPON WHICH THE GRANTEE MAY CONSTRUCT AND MAINTAIN THEREAFTER A DRAINAGE-WAY DITCH.

CONSIDERATION: IN CONSIDERATION OF THE PROMISED, COVENANTS AND CONDITIONS TO BE KEPT AND PERFORMED BY THE GRANTEE, AND FURTHER CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE GRANTOR DOES HEREBY GRANT A PERPETUAL EASEMENT AND DOES HEREBY RELEASE THE SAID GRANTEE FROM, AND WAIVES ALL CLAIM FOR DAMAGE OR COMPENSATION FOR AND ACCOUNT OF ESTABLISHMENT AND CONSTRUCTION OF DRAINAGE-WAY DITCH. THE GRANTOR BY THESE PRESENTS CONVEY TO THE USE OF THE GRANTEE FOREVER THAT CERTAIN STRIP, TRACT OR PARCEL OF LAND AND REAL ESTATE MORE PARTICULARLY DESCRIBED AS FOLLOWS AND SITUATED IN THE COUNTY OF PIMA AND STATE OF ARIZONA, TO-WIT:

DESCRIPTION:

The West 40.0 feet of Lots 40, 42, 43, 44, 45, 46 and 47, of El Rio Acres as of record in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats at Page 11, thereof.

DESCRIPTION CONT'D.

CONDITIONS

1. IT IS UNDERSTOOD AND AGREED THAT THE AMOUNT OF MONEY MENTIONED HEREIN IS ACCEPTED BY THE GRANTOR AS FULL COMPENSATION FOR THE LAND TAKEN AS DRAINAGE WAY IN SETTLEMENT FOR ALL CLAIMS FOR DAMAGE, AND FOR INJURY OR DAMAGE TO THE CONTIGUOUS LAND FROM WHICH THE DRAINAGE-WAY IS BEVERED, NOW OWNED BY THE GRANTOR AND FOR HIS ASSIGNS AND SUCCESSORS IN INTEREST THEREOF THAT MAY HEREAFTER ARISE OR RESULT FROM THE CONSTRUCTION AND MAINTENANCE OF THE DRAINAGE WAY.

2. THAT IF AT ANY TIME HEREAFTER SAID DRAINAGE WAY IS ABANDONED BY THE GRANTEE, SAID PARCEL OF LAND DESCRIBED HEREIN SHALL REVERT TO THE GRANTOR OR THE SUCCESSORS IN INTEREST OF THE GRANTOR AND ALL RIGHT, TITLE, INTEREST OR CLAIM EXISTING BY VIRTUE AND AUTHORITY OF THIS INSTRUMENT SHALL BE EXTINGUISHED.

THAT ALL GRANTS, COVENANTS AND PROVISIONS HEREIN SHALL BE BINDING ON AND INURE TO THE BENEFITS OF THE HEIRS, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN DULY SIGNED AND EXECUTED BY THE GRANTOR THE DAY AND YEAR ABOVE WRITTEN.

Gabriel Simonul
Gabriel Simonul

Elisa Simonul
Elisa Simonul

STATE OF ARIZONA)
PIMA COUNTY) 88

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF October 1956, BY *Gabriel and Elisa Simonul*.

Not. Com. expires Apr. 18, 1956

James F. Derusse
NOTARY PUBLIC, PIMA COUNTY, ARIZONA

APPROVED AND ACCEPTED *February 7*, 1956.

ATTEST:

Richard E. Koff

CLERK, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

Charles Kautenberger
CHAIRMAN, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

[Signature]
Deputy

Witness my hand and Official Seal
day and year above written.
ANN SOLLINGER, County Recorder

Page 2 of 2
Book 946
M

FILED 9-14 AGD 1956

State of Arizona }
County of Pima }
I hereby certify that the within instrument
was filed for record at request
of _____
BOARD OF SUPERVISORS

INDEXED
FILED
TO
NOTED

Fee *NONE*

8738

STATE of ARIZONA)
COUNTY OF PIMA)
Witness my hand and Official Seal

I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona
ANNA SULLINGER,
County Recorder

No. 71090
Book 3377 Page 666-669
Date: 1968 NOV 22 PM 4 04
Request of: LUCSON TITLE INSURANCE COMPANY
Fee: 4.00

Indexed	Paged	Blotted
		A

By: *Beth Sullinger*
Deputy

302233 Que

Contract for Sale of Real Estate

THIS CONTRACT, Made this 27th day of September, 1968

by and between

CHARLES L. PATTERSON AND GRACE I. PATTERSON, husband
and wife,

hereinafter called "the seller", and

RALPH F. ORTIZ AND CATALANA L. ORTIZ, husband and
wife, as joint tenants with right of survivorship,

hereinafter called "the buyer".

WITNESSETH: That in consideration of the mutual covenants herein contained, the seller agrees to sell and convey and the buyer agrees to purchase all that certain property, hereinafter called "said property", situate in the County of Pima, State of Arizona, described as follows, to-wit:

Lots 85 and 87 of EL RIO ACRES, Pima County,
Arizona, according to the plat thereof, of record
in the office of the County Recorder of Pima
County, Arizona, in Book 6 of Maps and Plats at
Page 11.

Subject to current taxes and assessments, and to all easements, restrictions,
reservations, encumbrances and other matters affecting said property, of record
in the office of the County Recorder of Pima County, Arizona.

upon the following terms and conditions:

The purchase price of said property which the buyer agrees to pay is the sum of

SIX HUNDRED AND NO/100 (\$600.00)-----Dollars,
payable as follows:

TWO HUNDRED AND NO/100 (\$200.00)-----Dollars,
Cash, upon the execution and delivery of this Contract, the receipt of which is
hereby acknowledged;

FOUR HUNDRED AND NO/100 (\$400.00)-----Dollars,
Balance of said purchase price, together with interest from October 1, 1968 at
the rate of six and one-half (6½) per cent per annum on the balance of said
purchase price remaining unpaid from time to time, shall be payable in monthly
installments of not less than \$30.00 each, commencing on or before November 1,
1968 and continuing on or before the 1st day of each and every month thereafter
until the entire purchase price has been paid in full. Said monthly installments
shall be applied first to payment of accrued interest and secondly to reduction
of the principal balance.

All payments under this contract shall be made at TUCSON REALTY & TRUST COMPANY

P. O. Box 990, Tucson,

Arizona, hereinafter called

"escrow agent", which escrow agent is hereby authorized to receive said payments and receipt there-
for. All taxes, special assessments, utility charges, rents, premiums for fire insurance and interest

on any mortgages or contracts of sale have been prorated and settled as of October 1, 1968.
Unless otherwise provided in this contract, buyer shall pay all taxes, special assessments and utility
charges which are now or may hereafter be assessed against said property, when due and before the
delinquency date thereof.

The buyer shall provide at all times not less than \$ **None Required - Land Only**
fire insurance and extended coverage on the improvements located on said property, such insurance
to be purchased from companies satisfactory to seller and to be issued in the name of seller with a
contract of sale endorsement, and if there be a mortgage on the property, then also the customary
mortgage endorsement attached to the policy.

In the event buyer should fail to pay the principal or interest on any mortgage or contract which the buyer has hereby assumed or agreed to pay or any taxes or the interest on or principal of any improvement assessment or fire insurance premiums, as the same shall become due, then seller may pay the same, and the amount so paid shall be a lien on said property and shall be added to the amount due seller under this contract, and shall thereafter bear interest at the rate of eight per cent per annum until paid.

Possession of said property shall be given to the buyer as of **October 1**, 19 **68**. Buyer agrees to keep the buildings and improvements on the premises herein described in as good a state of repair as they now are, reasonable use, wear and tear, and damage by fire and the elements excepted, and to maintain and preserve in as good condition as they now are, the lawn, trees, shrubs, plants, flowers and hedges now growing on said premises.

Seller agrees to furnish buyer with a policy of title insurance insuring said buyer as vendee under this contract and to make, execute and acknowledge forthwith a deed conveying said property to buyer, free and clear of all encumbrances as of the date of this contract except as herein provided and subject to any restrictions of record, reservations in State or Federal patents, and zoning ordinances of any municipality or county, and to deliver said deed and a copy of this agreement to said escrow agent. Said escrow agent is hereby authorized and directed to deliver said deed to the buyer at such a time as the amount payable to seller under the terms of this contract shall have been paid in full.

Buyer hereby acknowledges that buyer has examined said deed and preliminary report for title insurance or has caused the same to be examined by buyer's attorney and from such examination has found the title to said property satisfactory, and hereby agrees that when buyer has performed or complied with all of the terms and conditions herein and is entitled to receive said deed, buyer will accept said deed and the title to said property as the same is shown by said policy of title insurance.

It is expressly understood and agreed that each and everything to be performed by buyer under the terms of this contract shall be considered to be a condition. Upon default on the part of buyer of any of the terms, conditions or covenants herein contained, seller may, at seller's sole option, either (1) rescind and terminate this contract, in which event seller shall declare this contract terminated, and all rights of buyer hereunder shall thereupon cease and terminate and all sums of money theretofore paid hereunder shall be forfeited to and retained by seller as liquidated damages, and buyer shall immediately deliver to seller peaceable possession of said premises, and seller may forthwith re-enter said premises and remove all persons therefrom, and withdraw from escrow forthwith the deed hereinabove provided for, or (2) seller may treat this contract as continuing, and may enforce the same either by specific performance or other appropriate remedy. Failure on the part of seller to exercise a remedy after one or more defaults shall not constitute an estoppel or bar to the exercise of any remedy available to seller for future default or defaults. The affidavit of seller that default has occurred shall be sufficient evidence of such default and constitute authority for escrow agent to surrender the escrow deed to seller.

Should suit be instituted by either party to enforce or cancel this contract, the prevailing party shall be entitled to recover all costs and expenses necessarily incurred in connection therewith, including a reasonable attorney's fee to be fixed by the court.

It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract, and that all covenants and agreements herein contained shall extend to and be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

The buyers in the within and foregoing Contract for Sale, hereby acknowledge that they are aware of the provisions in this Contract for Sale with respect to the clause creating a joint tenancy with right of survivorship and hereby accept delivery of this Contract for Sale with the understanding that they hold title to the property conveyed hereby as joint tenants with the right of survivorship and not as tenants in common and not as community property.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Charles L. Patterson
Charles L. Patterson
Grace L. Patterson
Grace L. Patterson

Ralph F. Ortiz
Ralph F. Ortiz
Catalana L. Ortiz
Catalana L. Ortiz

STATE OF ARIZONA,)
COUNTY OF PIMA) ss.

This instrument was acknowledged before me this **NOVEMBER 22nd**

A. D., 19 **68**, by **RALPH F. ORTIZ AND CATALANA L. ORTIZ.**

(My commission expires

6.30.72)

[Signature]
Notary Public

STATE OF ARIZONA)
COUNTY OF PIMA)

I hereby certify that the within instrument was filed for record in Pima County, State of Arizona

No. 36635

Book 3769 Page 223
1970 JAN 17 PM 11 12

mail

Witness my hand and Official Seal IDA MAE SMITH

Indexed	Filed	Noted
		<i>R</i>

County Recorder

Date:

Request of:

By *Ida Mae Smith* *Ralph F. Ortiz*
Deputy *H. O. L.*

302-33 JWC

1206 N. Riverview

Deed
(JOINT TENANCY)

For the consideration of Ten Dollars and other valuable consideration, I, or we
CHARLES L. PATTERSON AND GRACE L. PATTERSON, husband and wife,
do hereby CONVEY unto

RALPH F. ORTIZ AND CATALINA L. ORTIZ, husband and wife,

as joint tenants with right of survivorship, the following described property
situate in Pima County, Arizona:

Lots 85 and 87 of EL RIO ACRES, Pima County, Arizona,
according to the plat thereof, of record in the office
of the County Recorder of Pima County, Arizona, in
Book 6 of Maps and Plats at Page 11.

Subject to current taxes and assessments, and to all easements, restrictions,
reservations, encumbrances and other matters affecting said property, of record
in the office of the County Recorder of Pima County, Arizona.

Dated this 27th day of September, 1968.

Charles L. Patterson
Charles L. Patterson
Grace L. Patterson
Grace L. Patterson

The undersigned grantess accept delivery of this deed and the property conveyed
thereby as joint tenants with right of survivorship, not as tenants in common and
not as community property.

Ralph F. Ortiz
Ralph F. Ortiz
Catalina L. Ortiz
Catalina L. Ortiz

STATE OF OREGON)
COUNTY OF *Washington*) SS.

This instrument was acknowledged before
me on *October 2* 1968.

by CHARLES L. PATTERSON AND
GRACE L. PATTERSON.

John Kelly
NOTARY PUBLIC
My commission expires: *May 15, 1988*

STATE OF ARIZONA)
COUNTY OF PIMA) SS.

This instrument was acknowledged before
me on *NOV 21* 1968.

by RALPH F. ORTIZ AND
CATALINA L. ORTIZ.

John Kelly
NOTARY PUBLIC
My commission expires: *10-30-72*

TUCSON TITLE INSURANCE COMPANY

STATE OF ARIZONA
COUNTY OF PIMA

I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona

No. 68604

Book 4308

Page 348-349

Witness my hand and Official Seal.

IDA MAE SMYTH
County Recorder

Date: 1972 AUG 1 AM 11:49
Request of: Catalina L. Ortiz

Indexed	Paged	Blotted

PIMA 4-12

By IDA MAE SMYTH
County Recorder
1206 N. Riverview 85705

STATE OF ARIZONA,)
COUNTY OF PIMA.) ss. AFFIDAVIT TERMINATING
JOINT TENANCY.

CATALINA L. ORTIZ, being first duly sworn, deposes and says that she is the surviving wife of RALPH ORTIZ, also known as Ralph F. Ortiz, one and the same person, and she is also known as Catalina Ortiz, and is one and the same person;

That Affiant and said Ralph F. Ortiz owned as joint tenants with the right of survivorship the following real estate, to-wit:

1. The east half of the southwest quarter of the southeast quarter of the northwest quarter of Section 34, Township 11 South of Range 13 East, G. & S. R. B. & M., Pima County, Arizona, recorded in the office of the County Recorder of Pima County, Arizona, in Docket 4283 at page 536, said Deed being dated December 15, 1966.
2. The south 100 feet of those portions of Lots 16 and 17 in Section 2, Township 14 South, Range 13 East, G. & S. R. B. & M., Pima County, Arizona, dated dated June 16, 1965, and as more fully described therein, which deed is recorded in the office of the County Recorder of Pima County, Arizona, in Docket 2517 at page 451 thereof.
3. And Lots 85 and 87 of EL RIO ACRES, Pima County, Arizona, according to the map and plat of record thereof in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats at page 11, deed recorded in Docket 3769, page 223;

That said Ralph F. Ortiz died on June 18, 1972, as attested by his death certificate attached and made a part hereof, and that the joint tenancy ownership of said properties is therefore is now and therefore fully and completely terminated, and that the Affiant is henceforth the sole owner of said properties, and terminates any other property of the parties held as joint tenants as aforesaid, herein described or not.

Catalina L. Ortiz

Subscribed and sworn to before me on June 29, 1972, by
Catalina L. Ortiz.

Edward M. Wood
Notary Public.

My commission expires Feb. 29, 1976.

STATE OF ARIZONA
DEPARTMENT OF HEALTH-DIVISION OF HEALTH RECORDS AND STATISTICS D 102-
CERTIFICATE OF DEATH

1. NAME OF DECEASED Rev. Ralph	2. FIRST NAME Ralph	3. LAST NAME Ortiz	4. SEX Male	5. RACE OR COLOR White	6. DATE OF BIRTH June 18, 1972
7. PLACE OF BIRTH Pima	8. COUNTY Pima	9. TOWN OR CITY Tucson	10. HOSPITAL OR INSTITUTION DCH St. Mary's Hospital	11. RESIDENCE, GIVE STREET NUMBER Catalina Lespron	12. ZIP CODE 85705
13. DATE OF DEATH September 6, 1972	14. AGE (IF UNDER 1 YEAR) 43	15. MARITAL STATUS MARRIED	16. SURVIVING SPOUSE Catalina Lespron	17. USUAL OCCUPATION Minister	18. WAS DECLARED A VETERAN? No
19. PLACE OF DEATH California	20. COUNTRY OF BIRTH USA	21. SOCIAL SECURITY NO. 526-26-3691	22. TOWN OR CITY Tucson	23. STATE Arizona	24. ZIP CODE 85705
25. STREET ADDRESS OR R.F.D. 1206 Riverview	26. CITY Tucson	27. STATE Arizona	28. HOW LONG LIVED IN ARIZONA AT PRESENT ADDRESS 29 yrs	29. PREVIOUS STATE OF RESIDENCE Mexico	30. FATHER'S NAME Juan Ortiz
31. MOTHER'S NAME Micaele Fontes	32. INFORMANT'S SIGNATURE Mrs. R. J. Ortiz	33. RELATIONSHIP TO DECEASED Wife	34. ADDRESS 1206 Riverview, Tucson, Arizona	35. CITY AND STATE Tucson, Arizona	36. ZIP CODE 85705
20. MEDICAL STATEMENT OF CAUSE OF DEATH		PART I. DEATH WAS CAUSED BY: A. IMMEDIATE CAUSE PENDING		B. CONSEQUENCE OF: C. CONSEQUENCE OF:	
PART II. OTHER SIGNIFICANT CONDITIONS		21. SPECIFY:		22. IF YES, WERE FINDINGS CONFIRMED IN DETERMINING CAUSE OF DEATH? YES OR NO	
23. MANNER OF DEATH <input type="checkbox"/> ACCIDENT <input type="checkbox"/> NATURAL <input type="checkbox"/> SUICIDE <input checked="" type="checkbox"/> HOMICIDE		24. DATE OF INJURY 6 18 72		25. TIME OF INJURY 1410 hrs	
26. PHYSICIAN OR MEDICAL EXAMINER Signature: [Signature] Name: William M. Hindman M.D. Address: 1601 N. Tucson Blvd. Tucson, Arizona Date Signed: 6-19-72		27. CORONER Signature: [Signature] Name: Hymar Copins Address: 55 W. Congress, Tucson, Arizona Date Signed: 6/22/72		28. PRECEDENT OR DISTRICT Four	
29. SUPPLEMENTARY AND OTHER INFORMATION Supp Cert. Cause of death attached (PCHD 7-27-72 ls)					
30. PLACE OF BURIAL Burial		31. DATE OF BURIAL 6-21-72		32. CEMETERY Evergreen Cemetery	
33. FUNERAL HOME Arizona Mortuary, Inc.		34. ADDRESS 7 University Blvd. Tucson		35. SIGNATURE [Signature]	
36. DATE REGISTERED June 23, 1972		37. REG. FILE NO. 1712		38. REGISTRAR'S SIGNATURE Steven Gallego	
39. TITLE Deputy		40. NO. 1015		41. DATE REC'D. IN STATE OFFICE	

CERTIFIED COPY OF VITAL RECORD

State of Arizona)

88

Date Issued July 28, 1972

County of Pima)

This copy is a true and exact reproduction of the document official, registered and to be incorporated in the official records of certificates in the Division of Vital Records, Arizona State Department of Health, Phoenix, Arizona.

Issued under the authority of ARS 36-341 and by direction of:

Ernest C. Siegfried M.D.
Ernest C. Siegfried, M.D.
County Registrar and Director
Pima County Health Department

This copy is not valid unless prepared on safety paper displaying Pima County Seal and impressed with raised seal of issuing agency.

PCHD: Vn-6

BOOK 4308 PAGE 349

STATE OF ARIZONA }
County of PIMA }

I hereby certify that the within instrument was filed and recorded

68606 *mail* (3)

Fee No.

In DOCKET 4108

page 351
1972 AUG 4 AM 11 51

and indexed

at the request of *Catalina L. Ortiz*

When recorded, mail to:

Witness my hand and official seal.

IDA MAE SHYIM

County Recorder.

Compared
Photostated
Fee: 00

By *Ida Mae Shyim*
County Recorder

Deed

For the consideration of ----- TEN ----- DOLLARS,

and other valuable considerations, I (or we)

CATALINA L. ORTIZ, a widow, mother of the Grantee,

do hereby CONVEY unto her daughter,

ORPHA L. ORTIZ, a single woman,

the following described real property situate in Pima County, Arizona:

1. Lots 85 and 87 of El Rio Acres, Pima County, Arizona, according to the map or plat of record thereof in the office of the County Recorder thereof in Book 6 of Maps and Plats at page 11; and
2. The East half of the Southwest Quarter of the Southeast quarter of the Northwest quarter of Section 34, Township 11 South, Range 13 East, G. & S. R. B. & M., Pima County, Arizona, EXCEPTING therefrom the South 30 feet thereof.

Subject to any and all matters of record.

Dated this 4 day of August, 1972

Catalina L. Ortiz

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this 4 day of August, 1972.

by Catalina L. Ortiz.

Edward Howard
Notary Public

My commission expires: Feb. 29, 1973.

STATE OF ARIZONA }
County of PIMA }

ss. I hereby certify that the within instrument was filed and recorded
In DOCKET 7022 page 1169 and indexed in deeds

46315

Fee No.

at the request of TRANSAMERICA TITLE INS. CO.

MAY 2 '83-4 PM

When recorded, mail to:
Mr. & Mrs. Charles M. Glickman
502 East Monaco Place
Tucson, Arizona 85704

Witness my hand and official seal
EDWARD J. WENDEY, County Recorder,
By K F Deputy Recorder

Compared
Photostated
Fee:

7.00 m

53008189-6 neg

TAX CODE NUMBERS
115-17-1430
115-17-1450

JOINT TENANCY DEED

For the consideration of Ten Dollars, and other valuable considerations,
ORPHA L. ORTIZ, a single woman
hereafter called the Grantor, whether one or more than one, hereby conveys to

CHARLES M. GLICKMAN AND ROSALYN GLICKMAN, husband and wife
not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following
described property situated in P I M A County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

Lots 85 and 87, EL RIO ACRES, according to Book 6 of Maps, page 11, records
of Pima County, Arizona.

Subject to current 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, the Grantor warrants the title against all
persons whomsoever.

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of
survivorship, and not as community property nor as tenants in common.

Dated this 29th day of April, 19 83

Accepted and approved:

Charles M. Glickman
CHARLES M. GLICKMAN
Rosalyn Glickman
ROSALYN GLICKMAN

Grantees

Orpha L. Ortiz
ORPHA L. ORTIZ

Grantors

STATE OF ARIZONA }
County of P I M A }

This instrument was acknowledged before me this 29th day of
April, 19 83 by Orpha L. Ortiz
a single woman.

My commission will expire 2/26/85

Notary Public

STATE OF ARIZONA }
County of P I M A }

This instrument was acknowledged before me this 29th day of
April, 19 83 by Charles M.
Glickman and Rosalyn Glickman, husband and wife.

My commission will expire 2/26/85

Notary Public

7022 PAGE 1169

FURNISHED THROUGH THE COURTESY OF TRANSAMERICA TITLE INSURANCE COMPANY

115-17
REF ONLY
2520

EL RIO ACRES



CARP LOT 3530

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1202	130	9773	839	NE
1203	130	9773	839	NE
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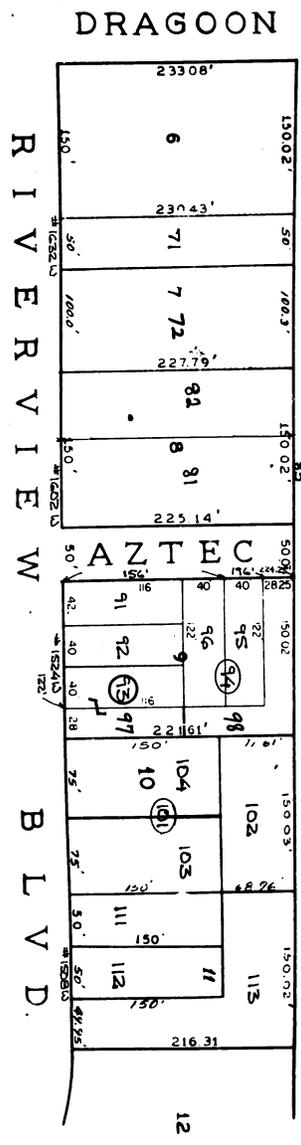


SCALE - 1" = 400'
SEE BOOK 6, PAGE 11 M & P.

ALL STREETS & AVENUES IN
EL RIO ACRES ESTABLISHED
PROC. # 1189

115 --17
5/17
2522

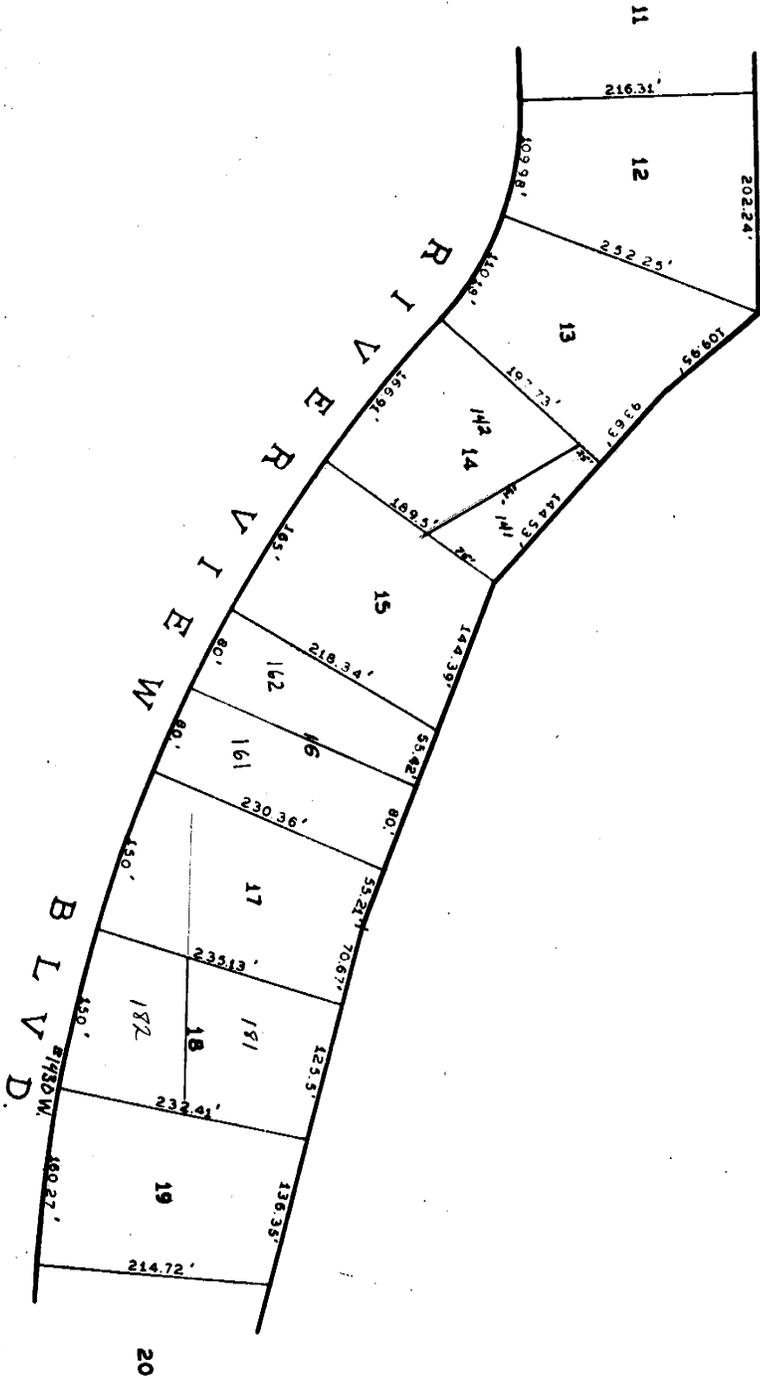
EL RIO ACRES
DETAIL No. 2



SCALE - 1" = 100'
SEE BOOK 6 PAGE 11, M & P.

115-17
6/17
2523

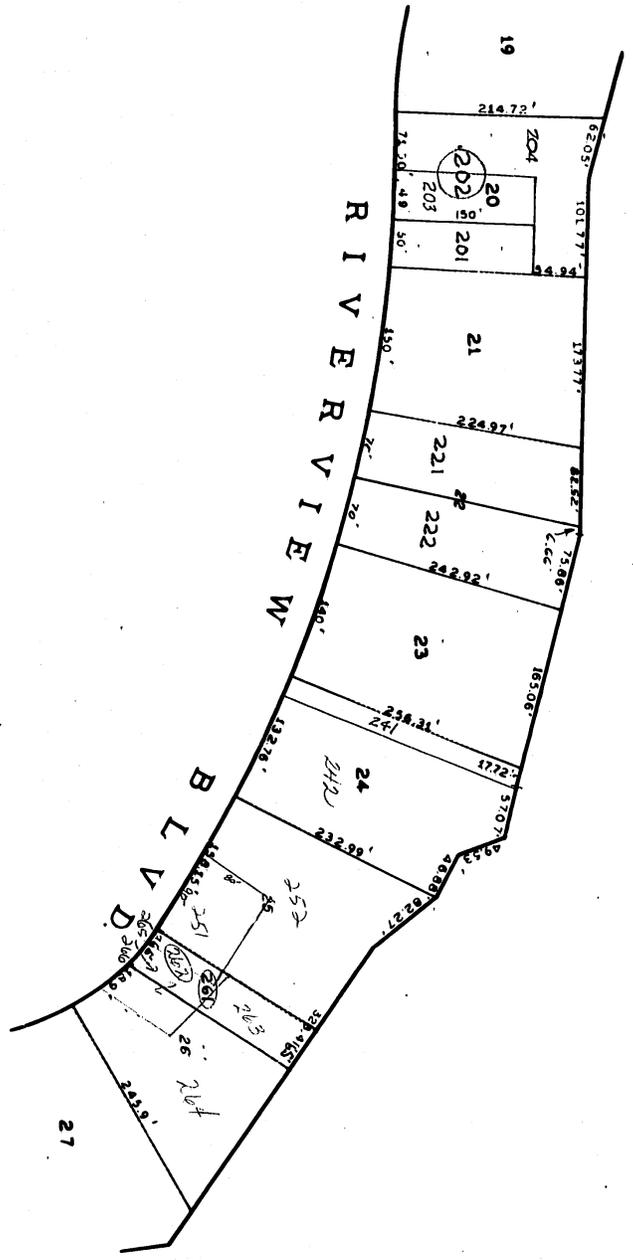
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SCALE - 1"=100'
SEE BOOK 6, PAGE 11, M & P.

115-17
7/17
2524

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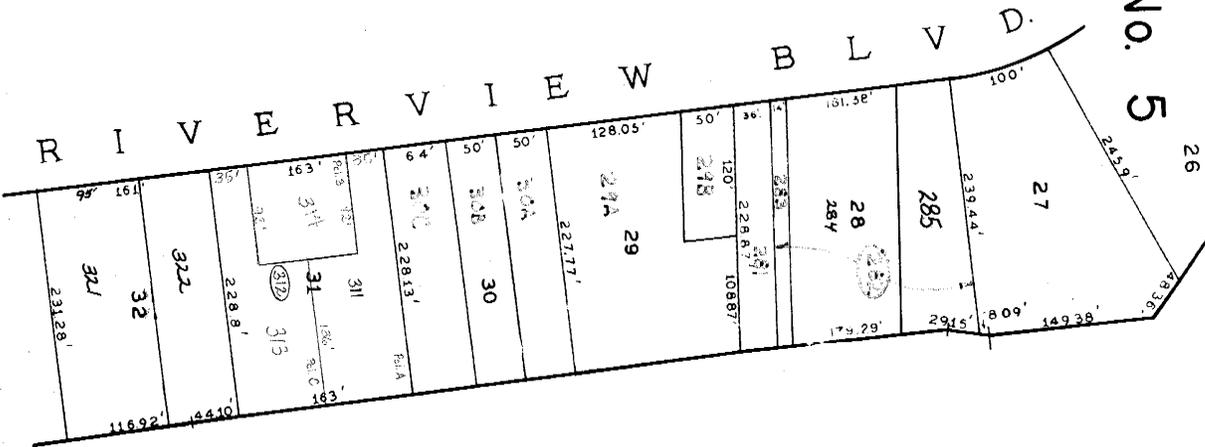


SCALE-1"=100'
SEE BOOK 6, PAGE 11, M & P.

09-24-93

115 - 17
 9/17
 2525

EL RIO ACRES
 DETAIL NO. 5



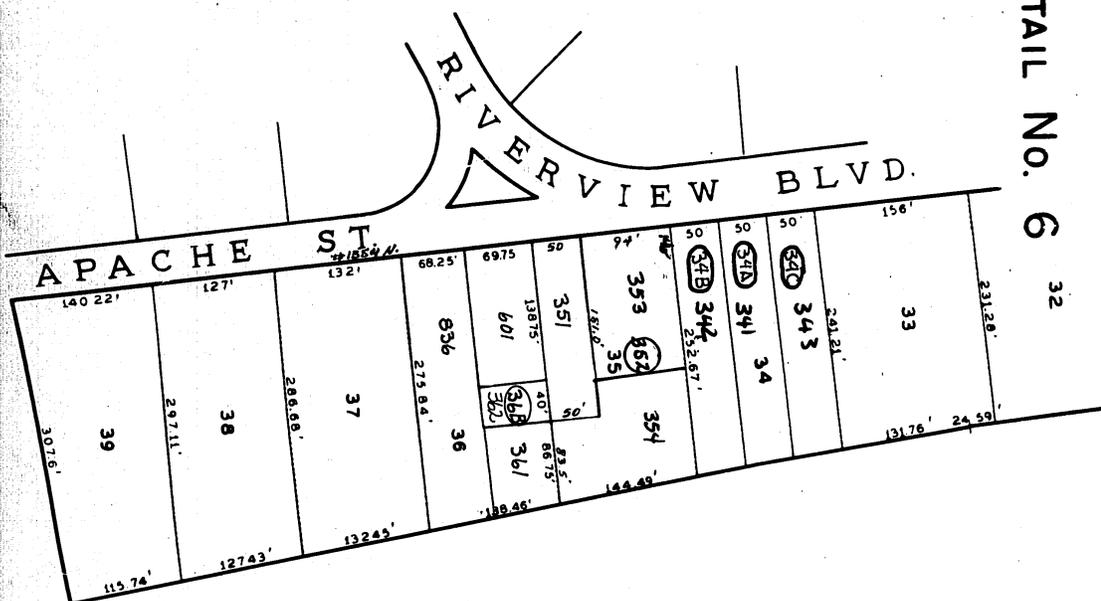
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 (LOT 31)

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SCALE - 1"=100'
 SEE BOOK 6, PAGE 11, M & P.

115-17
9/17
2526

EL RIO ACRES
DETAIL No. 6 32



SCALE-1"=100'
SEE BOOK 6, PAGE 11, M & P

02-09-96

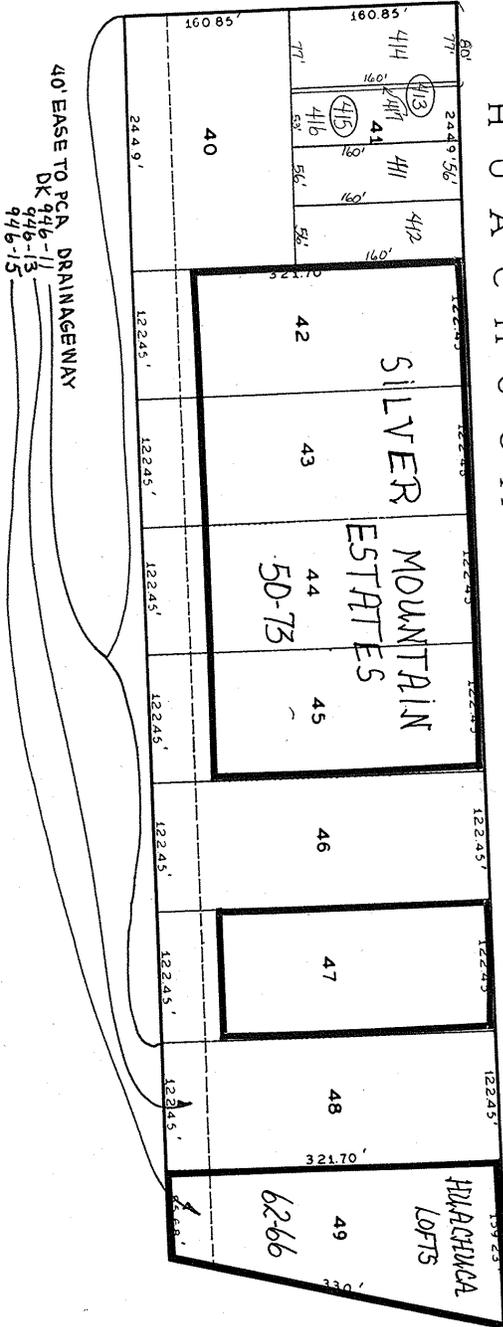
115-17
10/17
2527

EL RIO ACRES
DETAIL No. 7

RIVERVIEW BLVD.

H U A C H U C A

S T.



Lot	Area	Notes
40	11729	5580
41		ME
42		ME
43		ME
44	11916	834
45		ME
46	12202	4347
47		ME
48		
49		

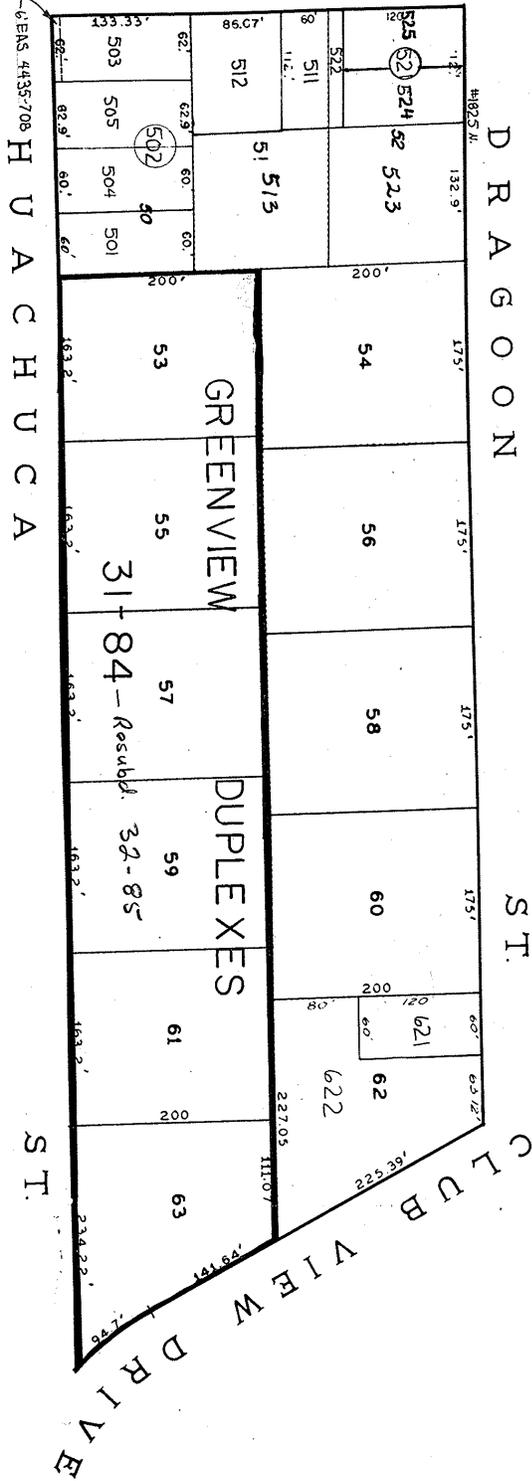
SCALE - 1" = 100'
SEE BOOK 6, PAGE 11, M & P.



115 - 17
11/17
2528

EL RIO ACRES
DETAIL NO. 8

RIVERVIEW BLVD.

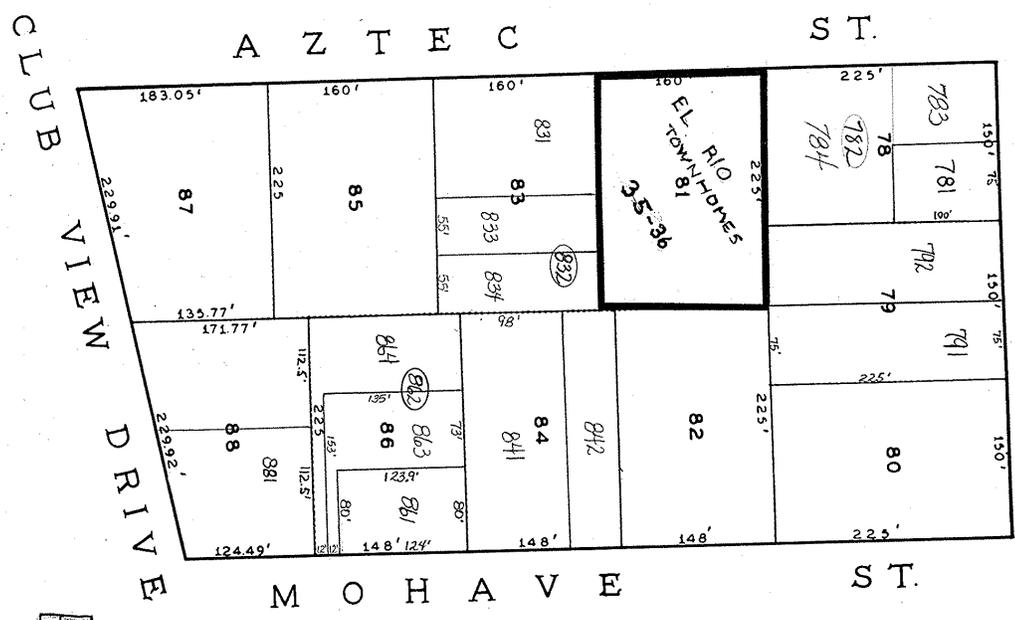


SCALE - 1" = 100'
SEE BOOK 6, PAGE 11, M & P.
1972

115-17
13/17
2530

EL RIO ACRES DETAIL No. 10

RIVERVIEW BLVD.



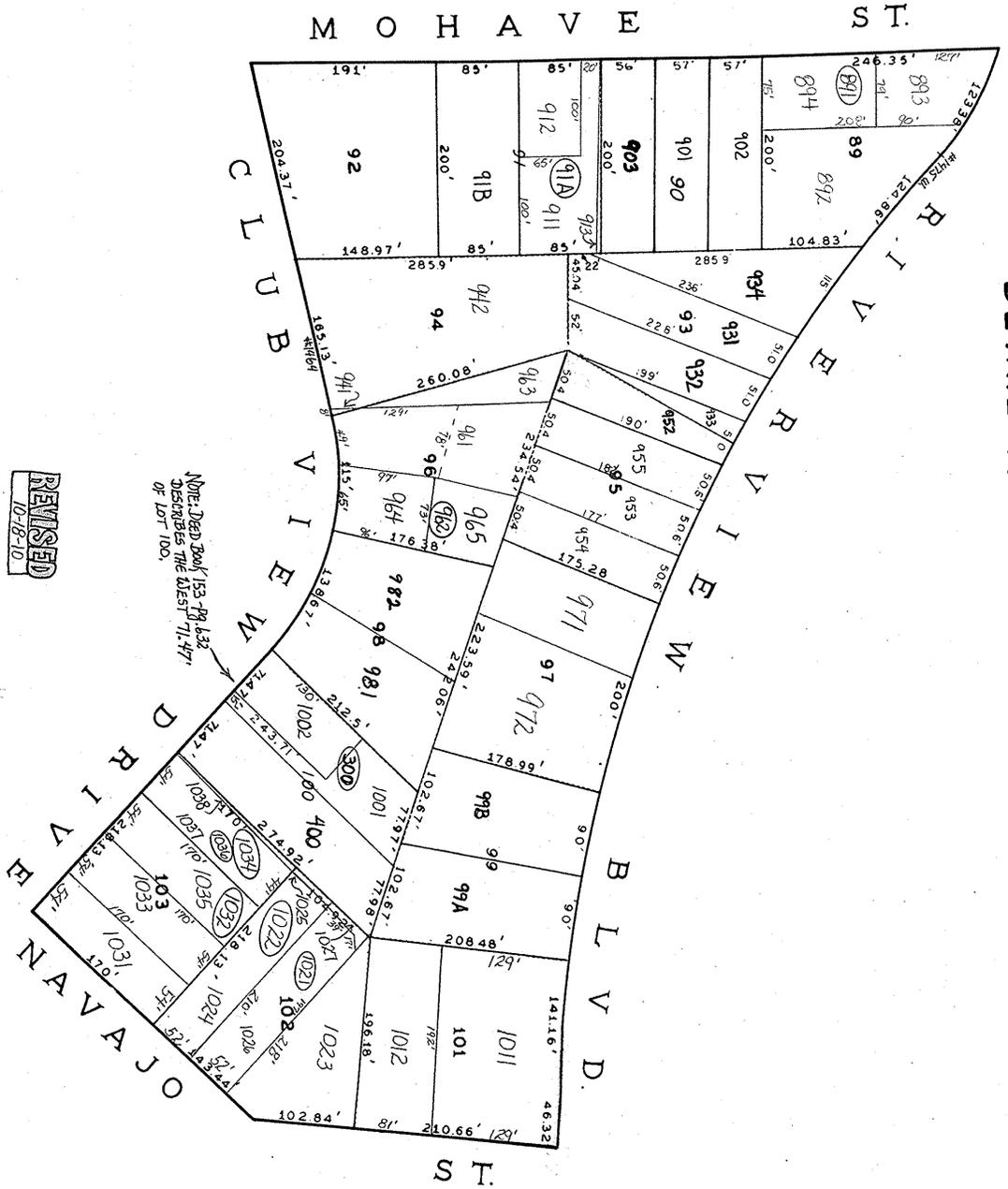
NOTE: SEE GRID ON
MAP #2530

REVISED
1-23-06

SCALE-1"=100'
SEE BOOK 6, PAGE 11, M & P.

115--17
14/17
253/

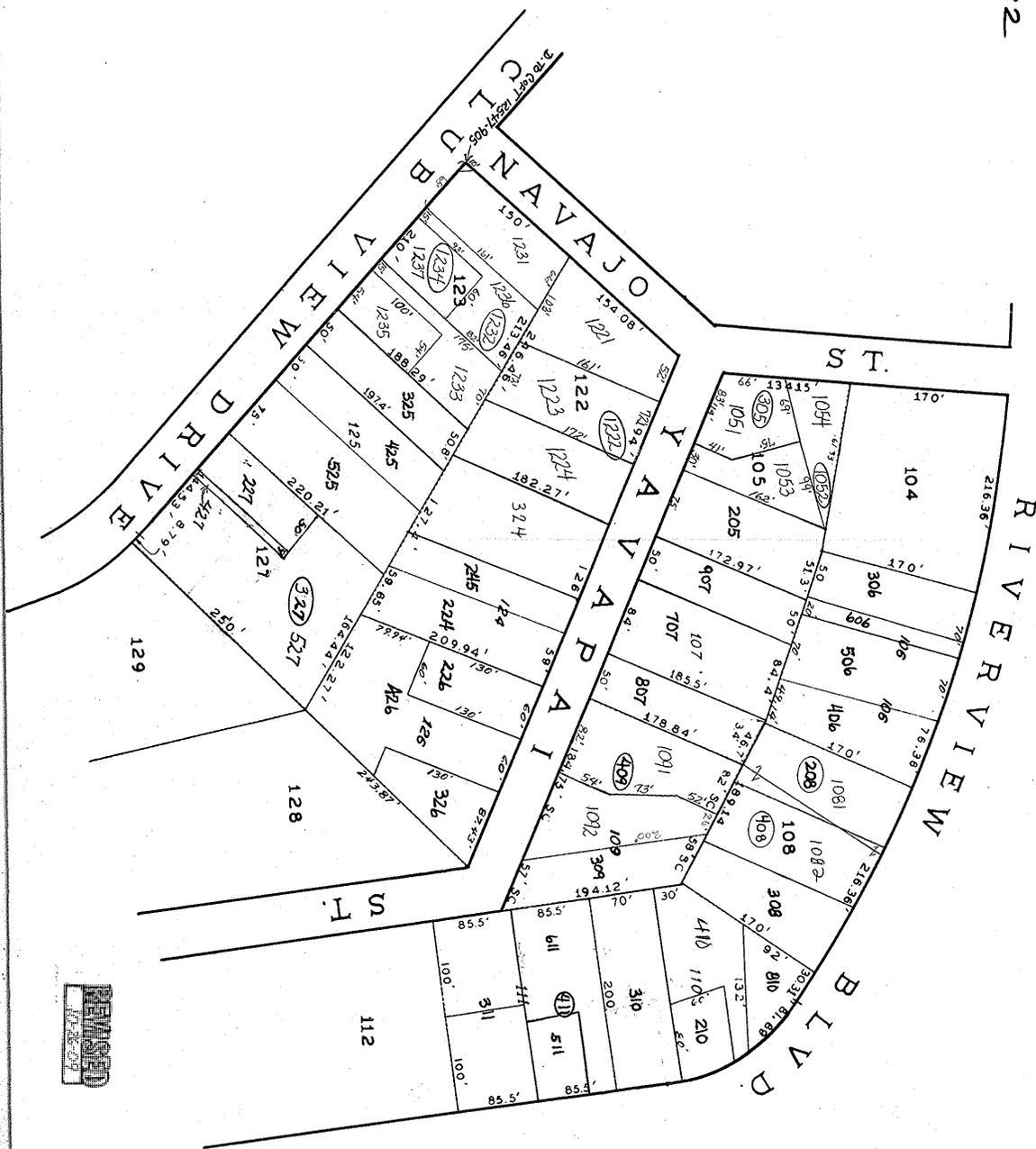
EL RIO ACRES DETAIL No. 11



115-17
5/17
2532

EL RIO ACRES

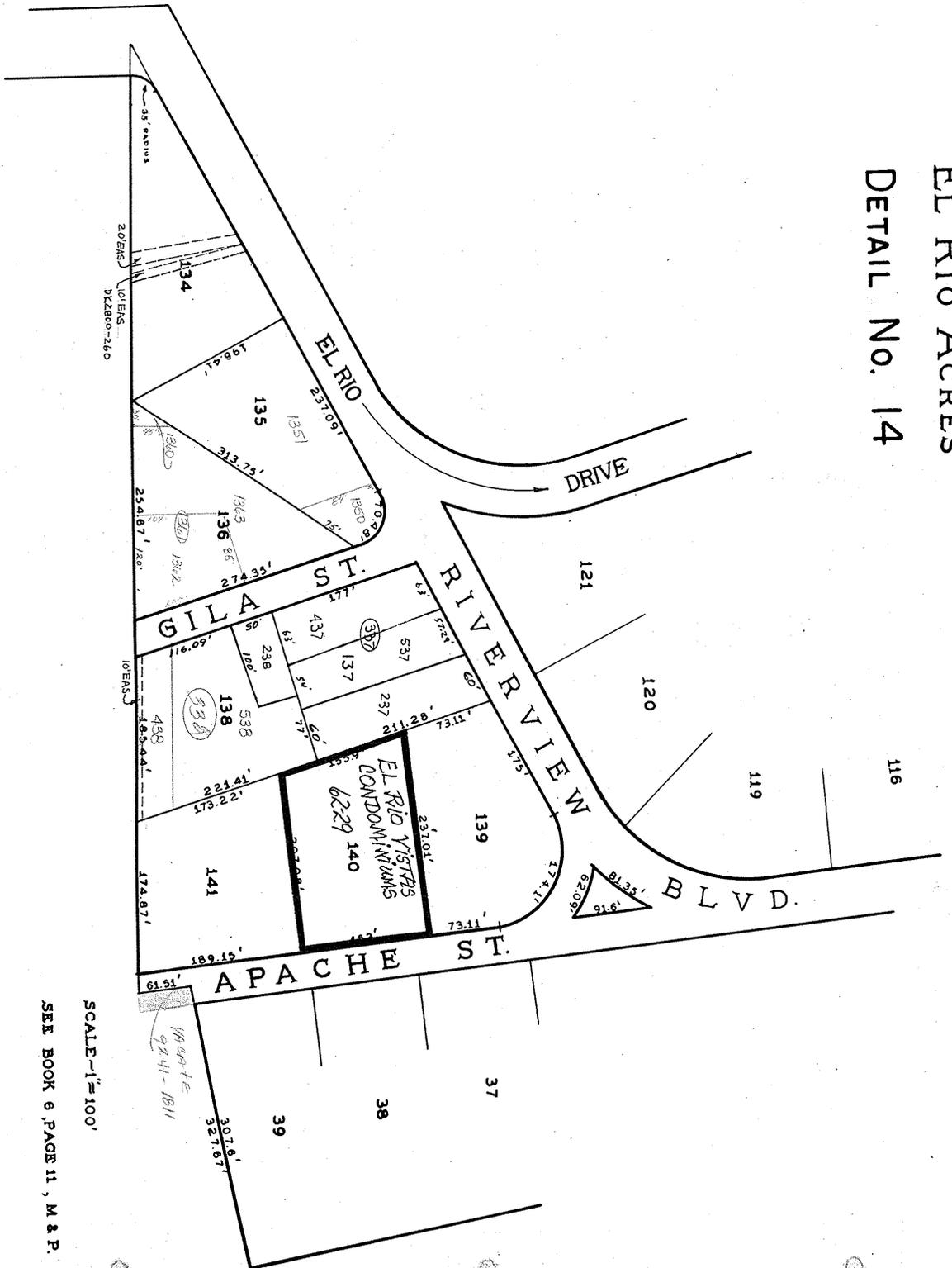
DETAIL No. 12



COMP	PLAN	LOT	OWNER
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122	122	10385	1173
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126	126	10420	1237
127	127	10421	1237
128	128	10422	1237
129	129	10423	1237
130	130	10424	1237
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134	134	10428	1237
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139	139	10433	1237
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142	142	10436	1237
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338	338	10632	1237
339	339	10633	1237
340	340	10634	1237
341	341	10635	1237
342	342	10636	1237
343	343	10637	1237
344	344	10638	1237
345	345	10639</	

115-17
17/17
2534

EL RIO ACRES DETAIL NO. 14



SCALE - 1"=100'
SEE BOOK 6, PAGE 11, M & P.

STATE OF ARIZONA

COUNTY OF PIMA

Witness my hand and official seal

I hereby certify that the within instrument was filed for record in this County, State of Arizona

IDA MAE SMYTH

No. 81139

Book 5340 Page 704

M. S. T. & I. CO. FORM 731 (1-49)

Date: 1-22-77 3:20 PM

R/W 3072 B

Indexed	Filed	Classified

County Recorded

By *Thomas G. Marshall*
Deputy Registrar

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One and no/100 Dollars (\$1.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

Lots 3, 4, and 5, Block 6 of El Sahuero Addition of record in the office of the County Recorder in Book 6 of Maps and Plats at Page 74 thereof. Also, the NW 1/4 SW 1/4 Section 2, T-14-S, R-17-E, G&SRB&M.

situate in the County of Pima, State of Arizona, TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this _____ day of _____, A.D., 19_____.

At _____

John C. White

(Add below a form of acknowledgment appropriate for the state in which the right-of-way is located and for the party who is granting the right-of-way. See I.M. 173, Sec. 5 for proper form.)

State of Arizona ss.
County of Pima

The foregoing instrument was acknowledged before me this 22 day of Jan, 1977 by John C. White and _____ his wife.

John C. White
Notary Public

1-22-77
My commission expires

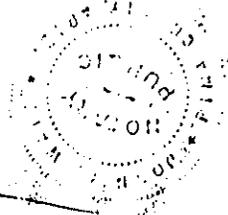


EXHIBIT "D"
Sales Summary

**CITY OF TUCSON
REAL ESTATE PROGRAM
SALES SUMMARY**

PROJECT: RP 2270 – Surplus Property Sale

DATE: April 29, 2014

OWNER: City of Tucson

TAX CODE NO.: 115-17-1430 (por.) & -1450 (por.)

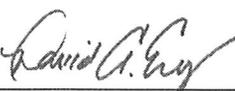
PROPERTY ADDRESS: NEc of El Rio & Aztec

This summary is provided based upon market data and analysis contained within our office files. Further discussion or support will be provided upon written request. Therefore the following summary is offered:

Fee Area: 16,656 sq. ft. ±**USABLE AREA** X \$ 2.50 /sq. ft. = \$41,640.00
Rounded: \$42,000

Improvements \$ 0

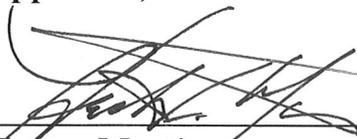
Sales price for the property interest and improvements is set at \$42,000.



David Every
Appraiser, Real Estate Program

April 29, 2014

Date



Hector Martinez
Director, Real Estate Program

4.30.2014

Date



DATE: May 6, 2014

TO: Dave Koss
Real Estate

FROM: David Rivera
PDSZ Zoning Review

SUBJECT: **RP #2270 RP #2270**

RECEIVED: CIRCULAR for a sale of a potential surplus property at the northeast corner of El Rio Drive and Aztec Avenue, April 21, 2014

The subject Circular has been reviewed by PDSZ Zoning Review for Compliance with the Unified Development Code and any potential issues. Zoning offers the following comments as it relates to zoning requirements in the UDC:

1. The existing properties are zoned R-2. The proposed lot reconfiguration does not create more than two lots with the new lot line running north/south direction.
2. The overall site is encumbered with Floodplain except for a portion of the southwest corner of the overall site. The drainage way on the site is a Proposed ERZ and W.A.S.H. It is preferred that the drainage way be preserved as city owned land and maintained by the city. The potential for a trail by Parks and Recreation could be a possibility. The parcel proposed drainage way parcel shall be dedicated as a public drainage way, area to remain natural, and/or park with no possibility of installing any improvements in the future except as allowed by code for possible a trail.
3. The remaining portion of the site that is not within the floodplain delineation may be developed as long as the development can be accommodated in the southwest corner which is outside the floodplain limits. Any additional development within the floodplain must comply with any current floodplain regulations at time of proposal.
4. The parcel, proposed to be sold, is impacted by FEMA regulatory floodplain. The Property Information Exhibit shall show the floodplain delineation and clarify how much of the parcel is not in the floodplain.
5. Potential owners need to know that future development shall fully comply with all zoning regulations and Floodplain Ordinance. All development criteria for any future development must be met and must all be developed on the property.
6. A separate development package submittal and additional documents as required by PDSZ will be required for any development on the parcel to be sold. Any proposed development within the drainage way parcel unless it is considered R/W, will require that a Development Package be submitted to PDSZ for review and approval.



CITY OF TUCSON MEMORANDUM

DATE: May 14, 2014

TO: Dave Koss
Real Estate

FROM: Laith Alshami, P.E.
Engineering

SUBJECT: **RP #2270**

RECEIVED: CIRCULAR for a sale of a potential surplus property at the northeast corner of El Rio Drive and Aztec Avenue, April 21, 2014

The subject Circular has been reviewed. PDS Engineering and Floodplain Review offers the following comments:

1. The proposed lot line change shall be processed before the sale.
2. The parcel proposed to be retained shall be dedicated as a public drainage way, area to remain natural, and/or park with no possibility of installing any improvements in the future.
3. Any existing or proposed onsite easements shall be shown on the Property Information Exhibit. This information is necessary to clarify developable area.
4. The parcel, proposed to be sold, is impacted by FEMA regulatory floodplain. The Property Information Exhibit shall show the floodplain delineation and clarify how much of the parcel is not in the floodplain.
5. Potential owners need to know that future development shall fully comply with the Floodplain Ordinance. They shall also be required to submit a hydrology report to address the onsite floodplain and any proposed encroachment onto the floodplain.

LFA:lfa

L:\Engineering\RP #2270 Comments.doc



MEMORANDUM

DATE: MAY 2, 2014

TO: Dept. of Transportation
Real Estate Division

FROM: John Beall *John Beall*
Principal Planner
Planning and Development Services

SUBJECT: RP #2270 SALE OF CITY PROPERTY AT EL RIO DRIVE/ AZTEC AVE

The Planning and Development Services Department has reviewed this offer.

/X/ No opposition to the (Sale/Lease/Purchase/Vacation).

// Sale of properties supported with the reservations and/or restrictions noted below.

// (Sale/Lease/Purchase/Vacation) opposed for the reasons noted below.

Comments:

However it should be noted that PDSD was approached for a Temporary Use Permit for this site for utility company repair work. Site also has some Floodplain issues.

Reviewed by JB: _____ Telephone: 791-5550

S:\UPDfiles\DevRev\Real Estate Offers\RealEs 2014\RP #2270

John Beall - RP 2270, CIRCULAR El Rio Dr & Aztec Ave (sale of potential surplus property)

From: Dave Koss
To: Circ Review 2014
Date: 4/21/2014 1:38 PM
Subject: RP 2270, CIRCULAR El Rio Dr & Aztec Ave (sale of potential surplus property)
Attachments: RP2270 Zoom.pdf; RP2270 Ortho.pdf; RP 2270 CircReview.pdf; Dave Koss.vcf

Reply Requested: By 5/5/2014

Greetings,

Attached for your review please find the subject circular letter and maps.

May we please have your comments on this request by **May 5, 2014**.

If you have any questions regarding this circularization, please contact Dave Koss at 837-6716.

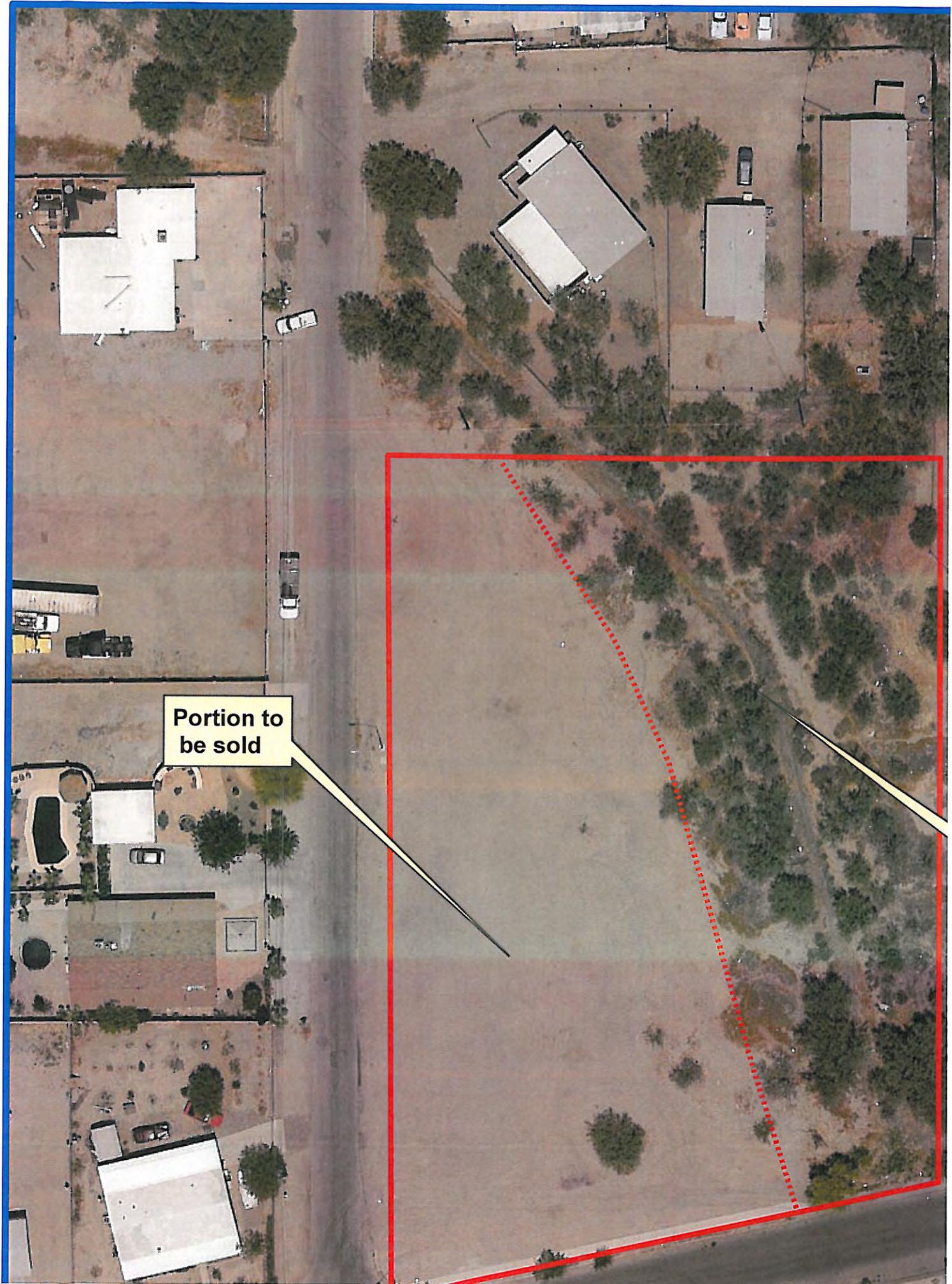
If you know of anyone else that should receive this request, please forward this email to that person and copy me (see attached "Circ List").

If your name should be removed from this list, please e-mail me with the name of the person in your department, company or organization that should receive these requests.

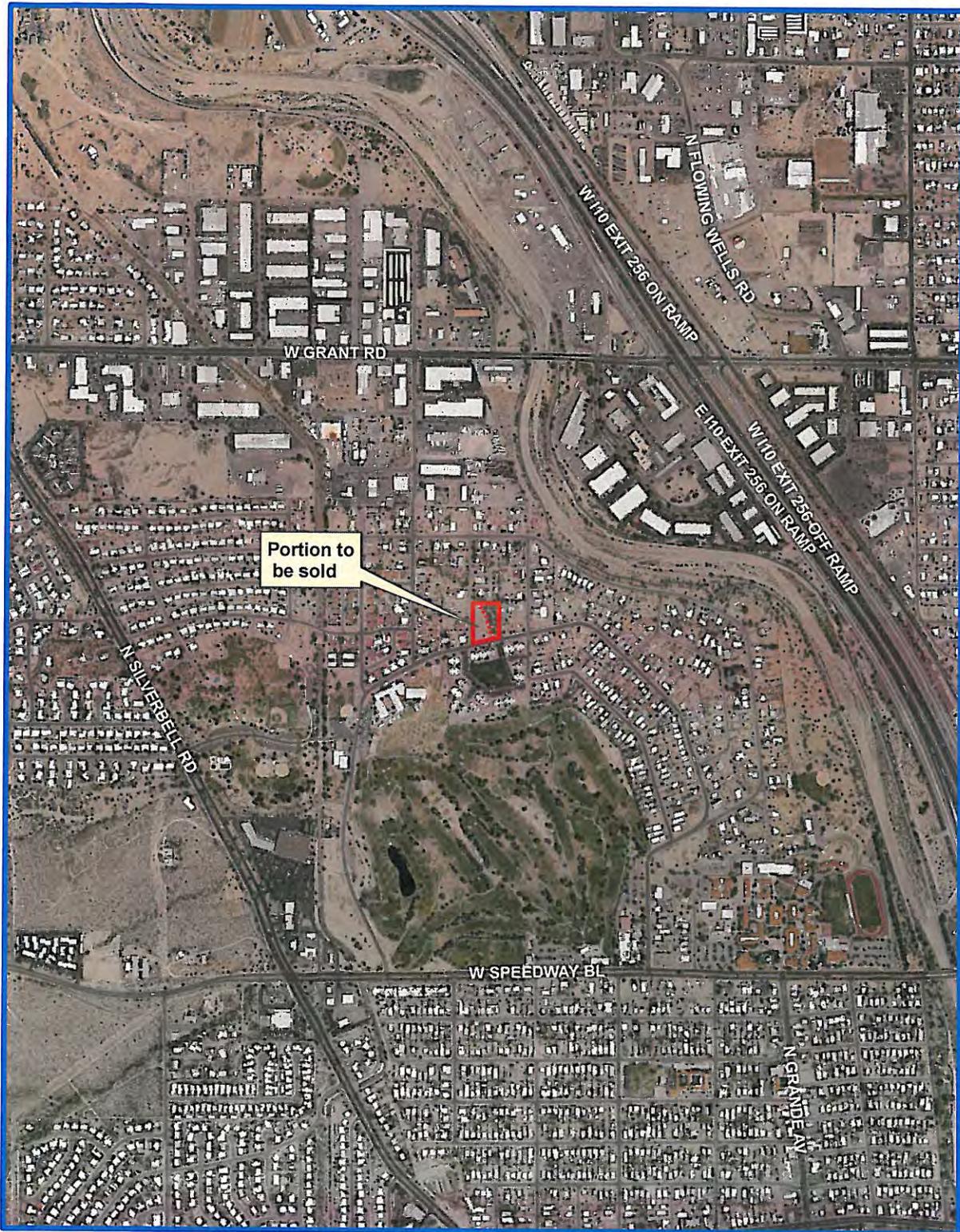
Kind Regards,
Dave Koss

=====

David J. Koss
Senior Acquisition Agent
Tierra Right of Way Services, Ltd
(Phone) 520-837-6716
dkoss@tierra-row.com



Portion to be sold



Property Information
 RP: 2270
 Tax Code: Ptn of 115-17-143D
 and 115-17-145D
 Zone: R-2
 Size: aprox. 43,560
 Area: aprox 1 ac



Legend

- RP 2270
- AREA OVERVIEW

\\DK\PROJECTS\DOT\RP2270

THE DATA CONTAINED HEREIN
 CONSTITUTE A PUBLIC RECORD
 PROVIDED BY THE CITY OF
 TULSA, OKLAHOMA. IT IS THE
 POLICY OF THE CITY OF TULSA
 TO MAKE THIS INFORMATION
 AVAILABLE TO THE PUBLIC
 THROUGH THE INTERNET. ALL
 DATA IS PROVIDED AS IS,
 WITH ALL FAULTS, FOR SEVERAL
 INFORMATIONAL PURPOSES ONLY.

**CITY OF TUCSON
OFFICE OF THE CITY MANAGER
REAL ESTATE PROGRAM**

DATED: 4/21/2014
RP NO.: 2270

Via Email

*On behalf of the Department of Transportation
Within Ward # 1*

Cox Communications
Tucson Electric Power Co.
Southwest Gas Corp.
Century Link Communications
Pima County Wastewater Management Department
Mayor and Council
City Attorney
City Clerk
Environmental Services Department:
 Commercial Operations
 Residential Operations
 EMP - Engineering and Technical Support
Fire Department
General Services Department:
 Administration
 Facilities
Housing and Community Development Department:
 Administration
 Archeological/Historical
 Housing
Parks & Recreation Department
Planning and Development Services:
 Code
 Engineering
 Planning
 Sign
Police Department
Real Estate Program
Risk Management
Transportation Department:
 Administration
 Engineering
 Planning
 Streets and Traffic Maintenance
 Traffic Engineering
Tucson Water
Zoning Examiner

The City of Tucson Department of Transportation owns and proposes to sell vacant surplus property at the intersection of El Rio Drive and Aztec Ave. (see attached maps). The two parcels are currently zoned R-2. The parcel split will most likely occur about 40 feet west of the El Rio wash. Easements for any existing utilities will be retained (see easement reservation language below). It is anticipated that a nominal estimate of value will be ordered to establish a minimum bid price. The City will most likely offer this area through our competitive bid process.

Easement reservation language:

"EASEMENT RESERVATION

*All that portion of the above described parcel lying within:
[Insert legal description here]*

[continued on next page]

***SUBJECT TO** perpetual non-exclusive easements for the maintenance, repair and replacement as necessary of existing sewer, gas, electric, communications and cable television lines and facilities, including the right of ingress/egress thereto, in favor of Pima County, Southwest Gas Corporation, Tucson Electric Power Company, Qwest Communications, and Cox Communications Company, respectively, in, on, under, over, across and through the above described EASEMENT. Said easements, or portions thereof, may be fully extinguished and abandoned upon relocation of the existing facilities, or portions thereof, and recordation of Affidavit(s) signed by each entity with an interest in the particular parcel. Said Affidavit(s) must state the Affiant's interest in the parcel and that the affiant no longer owns facilities in the parcel area being extinguished and abandoned.*

***RESERVING UNTO** the City of Tucson a perpetual easement for the maintenance of existing water, streetlights and related facilities in, on, under, over, across and through the above described EASEMENT. Said reserved easement, or portions thereof, shall be fully extinguished and abandoned upon relocation of the existing facilities, or portions thereof, and recordation of abandonment by the City of Tucson. See Exhibits [xx and xx] attached hereto and made a part hereof."*

NOTE: An easement reservation will only occur if existing facilities are identified by the circular.

May we please have your comments on this request by May 5, 2014.

Sincerely,

Dave Koss

For the City of Tucson
Department of Transportation
and Real Estate Program
520-837-6716

Attachment
Maps



April 28, 2014

Network Design Services, Engineering
CenturyLink Tracking: **A**

Attn: Dave Koss
City of Tucson
201 N. Stone Ave., 6th Floor
Dave.Koss@tierra-row.com

RE: Response Request for Comments; File No. RP NO: 2270

After a review of our existing facilities, forthwith is our response to your request on April 21, 2014 for comments on the sale of parcels of Tax ID115-17-1450; the subject property located at the corner of El Rio Dr and Aztec Ave and described in your letter and attachments; we have **no comments or objections** on this proposal. If other utilities require the retaining of right of way or perpetual access easement please keep CenturyLink on the list of receipt of the final easement.

If you have questions, concerns or need additional information, please do not hesitate to contact me at 520-838-3039.

Best Regards,

A handwritten signature in black ink that reads "Dennice Huffman".

Dennice Huffman
ROW Engineer Specialist
CenturyLink
333 E. Wetmore
Tucson, AZ 85705
520-838-3039
Dennice.huffman@centurylink.com



SOUTHWEST GAS CORPORATION

April 23, 2014

City of Tucson Real Estate Program
Attn: David J. Koss
201 N. Stone Avenue
Tucson, AZ 85701

**RE: SWG Circular Review for Potential Sale of Surplus Property
RP 2270, El Rio Drive and Aztec Avenue**

Dear Mr. Koss:

Southwest Gas Corporation (SWG) has reviewed the City of Tucson's request for potential sale of surplus property located the northeast corner of El Rio Drive and Aztec Avenue. After review SWG has determined that SWG does not have existing or proposed facilities within the area proposed to be sold and has no objection to the proposed sale as presented.

If SWG facilities are found to be within the parcel to be sold, the property owner may request that the facilities be relocated. Said relocation shall be at the property owner's expense, in accordance with SWG's approved Arizona Gas Tariff, and to a location satisfactory to SWG.

It is the intent and understanding of SWG that this property sale shall not affect, reduce, or diminish any other existing property rights or easements it may have onsite or in the area. SWG retains the right to use any other reservations, easements, licenses, or other property rights in which it may have an interest or that otherwise may be located within the area being sold.

If you have any questions or require any additional information, please contact me at TUCSWGDevReview@swgas.com or (520) 794-6043.

Sincerely,

Melanie O. Rice, P.E.
Supervisor/Engineering
Southern Arizona Division



MEMORANDUM

DATE: April 28, 2014

**TO: Real Estate Division
Attn.: Dave Koss**

FROM: Engineering Division

SUBJECT: RP: 2270 (El Rio Dr & Aztec Ave – surplus property)

The Engineering Division's Design, Floodplain Compliance, Permits & Codes and Survey Sections have reviewed the subject request.

The Floodplain Compliance Section has the following comment.

- The proposed property is impacted by a FEMA floodplain and any development will be subject to FEMA and local requirements.

The Design, Permits & Codes and Survey Sections have no comments or concerns.

Please let us know if we may be of further assistance regarding this project.

Fred Felix, P.E.
Engineering Administrator

By: John Gentry, RLS
Right-Of-Way Review

FJF:JAG:jg
cc: Steve Tineo, Richard Leigh, File
RP 2270



MEMORANDUM

		DATE:	April 30, 2014
TO:	Dave Koss Dept of Transportation	FROM:	Gloria Olvera Engineering Technician
	And Real Estate Program City of Tucson		Tucson Water Water System Planning

**SUBJECT: RP 2270: Request for sale of City owned properties located at the intersection of El Rio Drive and Aztec Ave. Aka tax code Ptn of 115-17-143D and 115-17-145D. (approximately 43,560 sf/ area 1 ac).
Sec 03-T14 R13**

Tucson Water has completed our review of the subject RP 2270, a proposal to sell properties currently zoned R-2, located at the intersection of El Rio Drive and Aztec Avenue. The parcel split will most likely occur about 40 feet west of The El Rio wash. Easements for any existing utilities will be retained. It is anticipated that a nominal estimate of value will be ordered to establish a minimum bid price. Per the request the City will most likely offer this area through our competitive bid process, The subject area consists of approximately 43, 560 sf and is zoned R-2.

Tucson Water has no plans for this parcel therefore has no objection to the request as written. Tucson Water assets in the area are a 6" water main within Aztec Avenue located 10' west of CL. Within El Rio Drive there are both a 8" water main and a 36" reclaimed main , the 8" is located 15' south of the CL and the 36" is located 10' north of CL.

Please contact me if I can be of further assistance in this matter.

Thank you.
Gloria J H Olvera
Senior Engineering Technician
Tucson Water
520-837-2212

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**CITY OF TUCSON
REAL ESTATE PROGRAM
RIGHT OF ENTRY**

PARCEL NO.: RP 2270
DATED: 5/15/14

The City of Tucson ("GRANTOR") hereby grants to NPL Construction ("GRANTEE") a Right of Entry to occupy the "SUBJECT PROPERTY" as shown on:

EXHIBIT "A"

Pima County, Arizona, upon the following terms:

1. The Right of Entry shall commence on 5/15/2014 and shall continue until terminated as hereinafter provided.
2. Subject Property to be used for Construction Staging only, and for no other purpose.
3. The Right of Entry shall terminate on 1/15/2015 or upon GRANTOR issuing a thirty (30) day written termination notice.
4. GRANTEE shall at GRANTEE's own expense keep the Subject Property and all portions thereof in as good order, condition and repair as reasonable use will permit.
5. GRANTOR shall have the right without notice or payment of any compensation whatsoever to GRANTEE to sell, destroy or otherwise dispose of any personal property left on the Subject Property by GRANTEE after GRANTEE has vacated or abandoned the Subject Property, or when this Right of Entry has been terminated.
6. GRANTEE shall indemnify, defend and hold GRANTOR harmless from any action or claim arising out of injury to GRANTEE or to any person in or upon the premises, or damage to any property thereon, caused by any act or omission of GRANTEE, its agents, employees, licensees or invitees, or caused by any defects in or about the Subject Property.

7. For so long as this Right of Entry shall be in force and effect, the GRANTEE shall provide and maintain minimum insurance limits as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statute
Employer's Liability	\$100,000
Comprehensive General	\$2,000,000 Bodily Injury
Liability Insurance	Combines Single Limit
Including:	\$500,000 Property Damage
(1) Products & Completed Operations	
(2) Blanket Contractual	

and shall cause the GRANTOR to be named as a co-insured for all purposes under such insurance. GRANTEE shall require that the insurance carrier shall provide the GRANTOR with a certificate of coverage containing a provision for notice of cancellation. In any event, this Right of Entry shall terminate and be of no further force or effect upon cancellation of said insurance.

The certificate of insurance shall be kept current and mailed to the Grantor at:

**City of Tucson/Real Estate Program
ATTN: Property Management
P O Box 27210
Tucson Arizona 85726-7210**

8. GRANTOR reserves the right to enter the Subject Property at any time for any purpose deemed necessary by GRANTOR.
9. The failure or omission of GRANTOR to terminate this Right of Entry for any violation of any of its terms, conditions or covenants, shall in no way bar, estop or prevent GRANTOR from terminating this Right of Entry thereafter, either for such or any subsequent violation of any such term, condition or covenant.
10. The monthly Right of Entry fee is established at \$ 512.50 (including tax). This fee is due and payable at time of acceptance by GRANTEE and all subsequent payments are due and payable in advance, on the 15th day of each successive calendar month for the remaining term of this Right of Entry.

- 1
2 11. GRANTEE shall be responsible for acquiring all the permits necessary to conduct the
3 requested activity, and GRANTEE shall be responsible for complying with all zoning and
4 code requirements as established by the City Planning Department, the Development
5 Services Department, Fire Department and Police Department, and any other City, County
6 and/or State Code(s) or Statute(s) that may apply. Copies of such shall be made available to
7 the City of Tucson Real Estate Program upon request.
8
9 12. GRANTEE shall understand that this right of entry is being granted at GRANTEE'S request
10 for the purpose stated above and any and all clean-up work and/or utility turn-on or turn-off
11 expenses (including permit fees) shall be borne solely by GRANTEE.
12
13 13. Upon completion of their intended use of the subject property during the term on this right
14 of entry including any subsequent renewals or extensions, GRANTEE shall restore said
15 property substantially to its original condition, or as close thereto as possible, prior to
16 vacating the area.
17
18
19

20
21 **ACCEPTANCE:**
22

23
24 **GRANTEE:**

25
26
27
28
29 BY: *James A. Riddelle* *5-30-14*
30 Date

31 *James A. Riddelle*
32 PRINT NAME

33
34 *Superintendent*
35 TITLE

36
37 *(928) 237-7083*
38 TELEPHONE
39

40
41 _____
42 ADDRESS LINE 1

43
44 _____
45 ADDRESS LINE 2

24 **GRANTOR:**

25 CITY OF TUCSON, ARIZONA ("GRANTOR")

26
27
28
29 BY: *Hector F. Martinez* *5-30-2014*
30 Date

31 Real Estate Program Director

Exhibit "A"

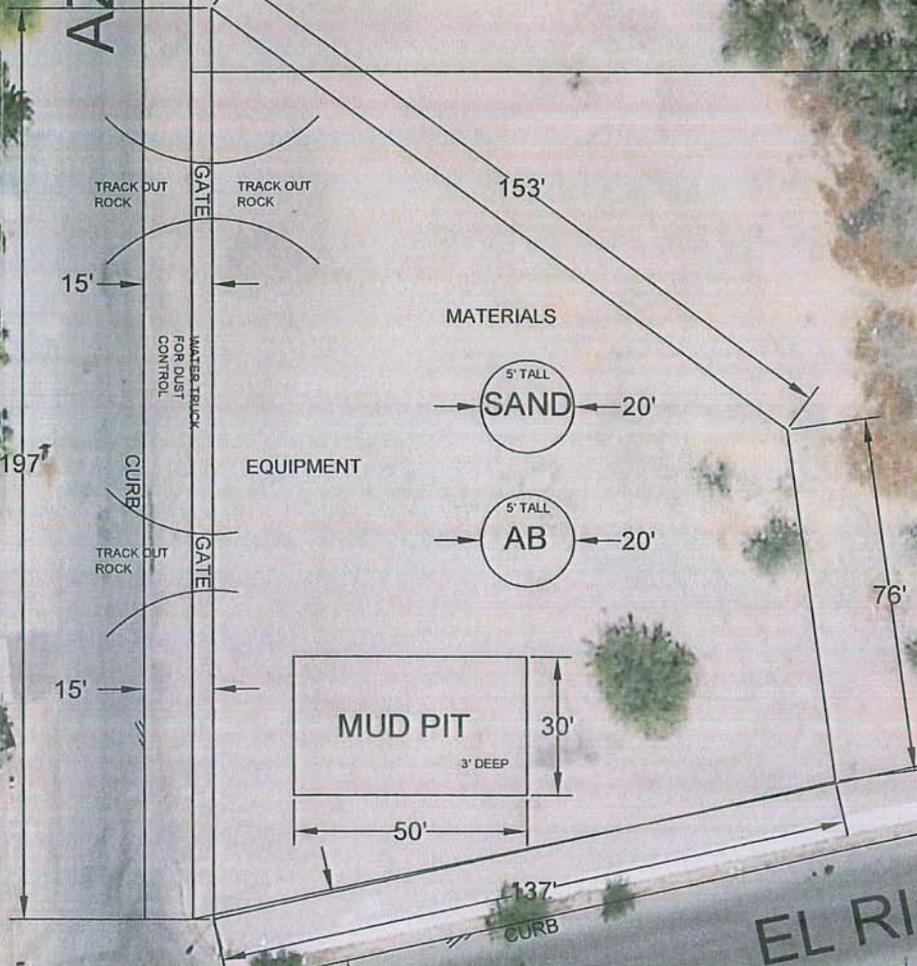


1720

AZTEC AVENUE

DRAINAGE

6' CHAIN LINK FENCE WITH SCREEN ALL AROUND.



1450

EL RIO DRIVE

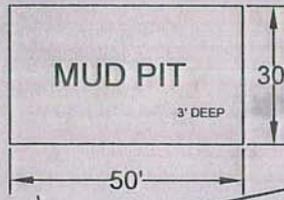


EXHIBIT "F"
Sample Conveyance Document

DEED

For the consideration of One Dollar (\$1.00), and other valuable considerations, the undersigned, the CITY OF TUCSON, a municipal corporation, the Grantor, does hereby release and quitclaim unto _____, the Grantee, all the undersigned's interest in the following described property situate in Pima County, Arizona:

See Attached Exhibit "A"

Subject to all provisions, conditions, easements, restrictions, covenants, encumbrances and other matters of record, and to all zoning, building or other laws or ordinances.

Affidavit Exempt A.R.S. §11-1134 (A) (3)

This deed is given pursuant to _____ No. _____ of the Ordinances of the Mayor and Council of the City of Tucson, Arizona.

The foregoing provisions and reservations shall be a burden running with the land and are binding upon the heirs, executors, administrators, successors and assigns of the Grantee.

DATED this _____ day of _____, 2014.

CITY OF TUCSON, a municipal corporation

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

PRINCIPAL ASSISTANT CITY ATTORNEY

This instrument was acknowledged before me this _____ day of _____, 2014, by _____ Jonathan Rothschild, as Mayor, and _____ Roger W. Randolph, as City Clerk of the City of Tucson, a municipal corporation, as the Act of said municipal corporation.

Notary Public

1
2
3
4 **OFFER TO PURCHASE**
5
6
7

8 **TO: City of Tucson**
9 **Real Estate Division**
10 **201 N. Stone/6th Floor**
11 **Tucson, AZ 85726-7210**
12
13

RP 2270

14 _____ hereinafter called the BUYER, hereby
15 offers and agrees to purchase from the CITY OF TUCSON, a municipal corporation, hereinafter
16 called the CITY, at the price and subject to the terms, conditions and covenants herein stated,
17 the following described property:
18

19 **1720 N. Aztec Avenue**
20 **Tucson, Arizona 85745**
21 **Tax Code # 115-17-1430 and 115-17-1450**
22 **(See Attached Exhibit "A")**
23

24 **SUBJECT TO all provisions, conditions, easements, restrictions, rights-of-way, covenants,**
25 **encumbrances, obligations, liabilities, and other matters of record, and to all zoning, building or**
26 **other laws or ordinances, and to any matters which would be shown by an accurate survey or**
27 **inspection of the property.**
28

29 **PRICE: The purchase price shall be _____ Dollars**
30 **(\$ _____) which includes the deposit tendered with this offer. The purchase price will**
31 **be paid in certified or wired funds at the time of closing.**
32

33 **The Buyer(s) hereby tenders as a deposit the sum of _____ Dollars**
34 **(\$ _____) representing the minimum deposit of five percent (5%) of the gross amount of**
35 **the offer on the following conditions:**
36

37 **The balance of said purchase price in the amount of _____ Dollars**
38 **(\$ _____) shall be paid in cash at closing.**
39

40 **PROPOSED USE: The proposed use of the property shall be as follows: _____**
41 _____
42

43 **This sale is subject to approval by the City Manager, and if forwarded for review, subject to**
44 **approval of the Mayor and Council. The City reserves the right to reject any and all offers either at**
45 **the City Manager or Mayor and Council level of authority.**
46

47 **Forty-five (45) days from the date of the bid opening are hereby given to the City to obtain official**
48 **Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument**
49 **shall be signed by the City and delivered to the Buyer(s) within ten (10) business days following the**
50 **date of acceptance.**

1
2 **INSPECTION PERIOD:** Buyer, and/or Buyer's nominees, shall have the right to enter upon
3 the subject property as of the date of approval of this agreement by Mayor and Council for a
4 period of fifteen (15) calendar days for the purpose of conducting such engineering,
5 architectural, soils analysis, floodplain, site or other tests, studies and development conditions,
6 which the Buyer deems necessary in its sole discretion. Inspections are to be made at the
7 Buyer(s) expense.

8
9 **During the inspection period, in the event Buyer disapproves of the results of any of the**
10 **foregoing, or any other matters related to the condition of the property, Buyer, at Buyer's sole**
11 **discretion may withdraw the offer and cancel the contract and related escrow by written notice**
12 **to City and escrow agent within fifteen (15) calendar days from the date of approval by Mayor**
13 **and Council and the deposit shall be promptly refunded. If the Buyer has not elected to cancel**
14 **the contract within the inspection period, the deposit tendered with this offer shall become non-**
15 **refundable except in the event of City's default and unless otherwise provided for in this**
16 **agreement. Buyer's failure to provide notice of disapproval shall be deemed an approval. Buyer**
17 **may waive the inspection period or any part thereof by providing written notice to City of its**
18 **satisfactory approval of the property.**

19
20 **CLOSE OF ESCROW:** The closing date shall be within thirty (30) calendar days following
21 completion of the inspection period or approval by Buyer, unless otherwise extended by mutual
22 consent of parties. Closing costs shall be split in accordance with customary charges. If this
23 agreement is terminated because of the acts of the City, the City shall be solely responsible for
24 the costs and fees associated with such termination. If this agreement is terminated because of
25 the acts of the Buyer, the Buyer shall be solely responsible for the costs and fees associated with
26 such termination. If this agreement is terminated for any other reason, the parties shall share
27 equally in the costs and fees associated with such termination.

28
29 **If this offer is not accepted by the City, the amount of the deposit will be returned to the Buyer**
30 **with reasonable promptness.**

31
32 **The escrow closing agent shall be Kim Moss, Stewart Title and Trust.**

33
34 **City shall provide standard form of title insurance policy in the amount of the purchase price. If**
35 **Buyer requires an extended ALTA title policy, Buyer shall pay for cost of ALTA survey and all**
36 **costs exceeding standard form of title insurance policy. Title insurance policy to be issued by**
37 **Stewart Title and Trust. All other title and escrow costs and expenses incidental to this**
38 **transaction shall be charged to the parties in the customary manner. There shall be no**
39 **adjustment in the sales price as a result of the ALTA survey. If the ALTA survey shows**
40 **something to which Buyer objects, Buyer may cancel and get its earnest money back.**

41
42 **Transfer of property, if sold, shall be by City of Tucson form of Deed. Possession of the property**
43 **shall be given to Buyer on closing.**

44
45 **If applicable, the Buyer(s) acknowledge(s) _____ as his/their**
46 **Broker/Agent. As a result of this sale, the City agrees to pay a commission fee on closing to said**
47 **Broker/Agent. If deposit is forfeited and/or this transaction does not close, no commission will be**
48 **paid.**

1 **No commission fee will be paid if Broker/Agent is also a Principal/Buyer. Commission fee shall be**
2 **3%, under the terms and conditions noted herein. Commission will be paid only to qualified**
3 **Arizona Licensed Brokers.**

4
5 **Except as may be specifically and expressly provided elsewhere in this Agreement, City makes**
6 **no other or further representations and/or warranties of any sort whatsoever concerning the**
7 **subject property. Buyer is relying entirely on Buyer's own investigations and examinations as to**
8 **the physical condition and every other aspect of the subject property, including without**
9 **limitation, fitness for any particular use or purpose, the location, integrity and lawful presence of**
10 **all structures and improvements, the location and capacity of all utility services, the existence of**
11 **soil instability, soil repairs, and any other soil conditions, sufficiency of undershoring and**
12 **drainage, the existence of any flood plains or flood hazards or similar conditions, every other**
13 **matter affecting the stability or integrity of the subject property and its environmental condition.**
14 **Buyer acknowledges that it has performed all inspections, that any information provided or**
15 **made available or to be provided or made available to Buyer by City, or its agents, brokers,**
16 **members, managers, partners, representatives, or others were provided or made available solely**
17 **as a courtesy, and that the Buyer has the sole responsibility for determining the existence or**
18 **nonexistence of any fact material to Buyer's decision to accept the subject property. Buyer**
19 **acknowledges that Buyer is accepting the subject property on an "AS-IS, WHERE-IS" basis,**
20 **without any implied warranties, and Buyer is completely at risk with respect to all attributes and**
21 **conditions, latent or otherwise, of the subject property. By executing this Agreement, Buyer**
22 **hereby gives City, as a material inducement for City to enter into this Agreement, a full release**
23 **of any and all claims or causes of action Buyer may have now or in the future based upon the**
24 **condition of the subject property and all other matters pertaining to it. Such release shall**
25 **survive the closing and it applies to all claims or causes of action arising at common law, under**
26 **statute, or otherwise, whether sounding in contract or in tort, including, without limitation,**
27 **claims or causes of action for misrepresentation or nondisclosure.**

28
29 **Buyer acknowledges that the Seller Property Disclosure Statement (SPDS) and Comprehensive**
30 **Loss Underwriting Exchange (CLUE) will not be provided by the City.**

31
32 **Buyer acknowledges that a portion of the subject property is impacted by a FEMA regulatory**
33 **floodplain. Any future development of the subject property shall fully comply with Federal, State**
34 **and local development laws, including submittal of a hydrology report to address the onsite**
35 **floodplain and any proposed encroachment onto the floodplain, and Ordinances including but**
36 **not limited to FEMA Floodplain regulations, the City of Tucson Floodplain Ordinance and the**
37 **City of Tucson W.A.S.H. Ordinance.**

38
39 **Sale of this property is not an approval for development and buyer shall conduct complete due**
40 **diligence research to assure its proposed use complies with the appropriate development criteria**
41 **for this site.**

42
43 **Buyer acknowledges that NPL Construction has authorization to use the subject property for**
44 **temporary staging of equipment and materials for construction related activities by Right of**
45 **Entry Agreement, a copy of which is included in the Bid Package. Said authorization will expire**
46 **on January 15, 2015, or may be terminated upon Grantor issuing a thirty (30) day written**
47 **termination notice.**

48
49 **Buyer, for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and**
50 **agrees to hold harmless City, its Mayor and Council, Boards, Committees, and Commissions,**

1 officers and employees, from and against any and all claims that it may now or hereafter have
2 against City for any cost, loss, liability, damage, expense, demand, claim, or cause of action
3 arising or alleged to have arisen from or relating to any defect or condition, including
4 environmental matters, affecting the property or any portion thereof. The hold-harmless
5 provisions of this section shall survive the closing.

6
7 This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the
8 City for certain conflicts of interest.

9
10 All terms, covenants, conditions and provisions herein contained, including all conditions of sale
11 shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal
12 representatives or other successors in interest, irrespective of how said interest was acquired. All
13 representations and/or warranties shall survive closing.

14
15 This instrument contains the entire agreement between the City and the Buyer. All
16 understandings, conversations and communications, oral or written, between the parties hereto,
17 or on behalf of either of them, are merged into and superseded by this instrument and shall be of
18 no further force or effect.

19
20
21 DATED this ____ day of _____, 2014.

22
23
24
25 _____
26 BUYER SIGNATURE

27
28
29 _____
30 BUYER SIGNATURE

31
32
33 _____
34 ADDRESS OF BUYER

35
36 _____
37 TELEPHONE NUMBER

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A C C E P T A N C E

The hereinabove offer to purchase City property at the price and according to the terms, covenants, conditions, and provisions above stated is hereby accepted pursuant to approval by the Mayor and Council.

DATED this _____ day of _____, 2014.

CITY OF TUCSON, a municipal corporation

By _____
MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Principal Assistant City Attorney

CONCURRENCE:

By _____
Real Estate Program Director

LEGAL DESCRIPTION
JOB NO. 14104
May 22, 2014

Exhibit A
Surplus Parcel

All those portions of Lots 85 and 87 of El Rio Acres, recorded in Book 6 of Maps and Plats at Page 11 in the office of the Recorder, Pima County, Arizona, described as follows:

BEGINNING at the Northwest corner of said Lot 85 which is monumented by a one-half inch rebar tagged "RLS 13187" from which the southwest corner of said Lot 87 which is monumented by a one inch open pipe bears South 00°02'31" East (basis of bearing for this description) 342.30 feet distant;

Thence North 89°56'00" East, upon the north line of said Lot 85, a distance of 5.80 feet to a set one-half inch rebar tagged "RLS 35111";

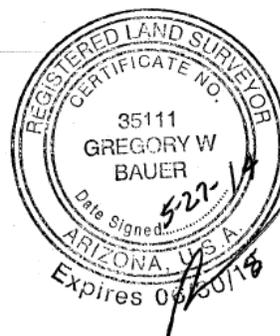
Thence South 40°18'29" East a distance of 160.21 feet to a set one-half inch rebar tagged "RLS 35111" ;

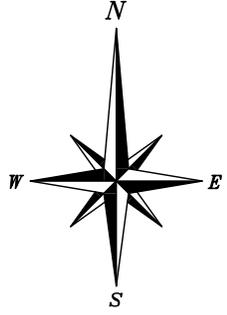
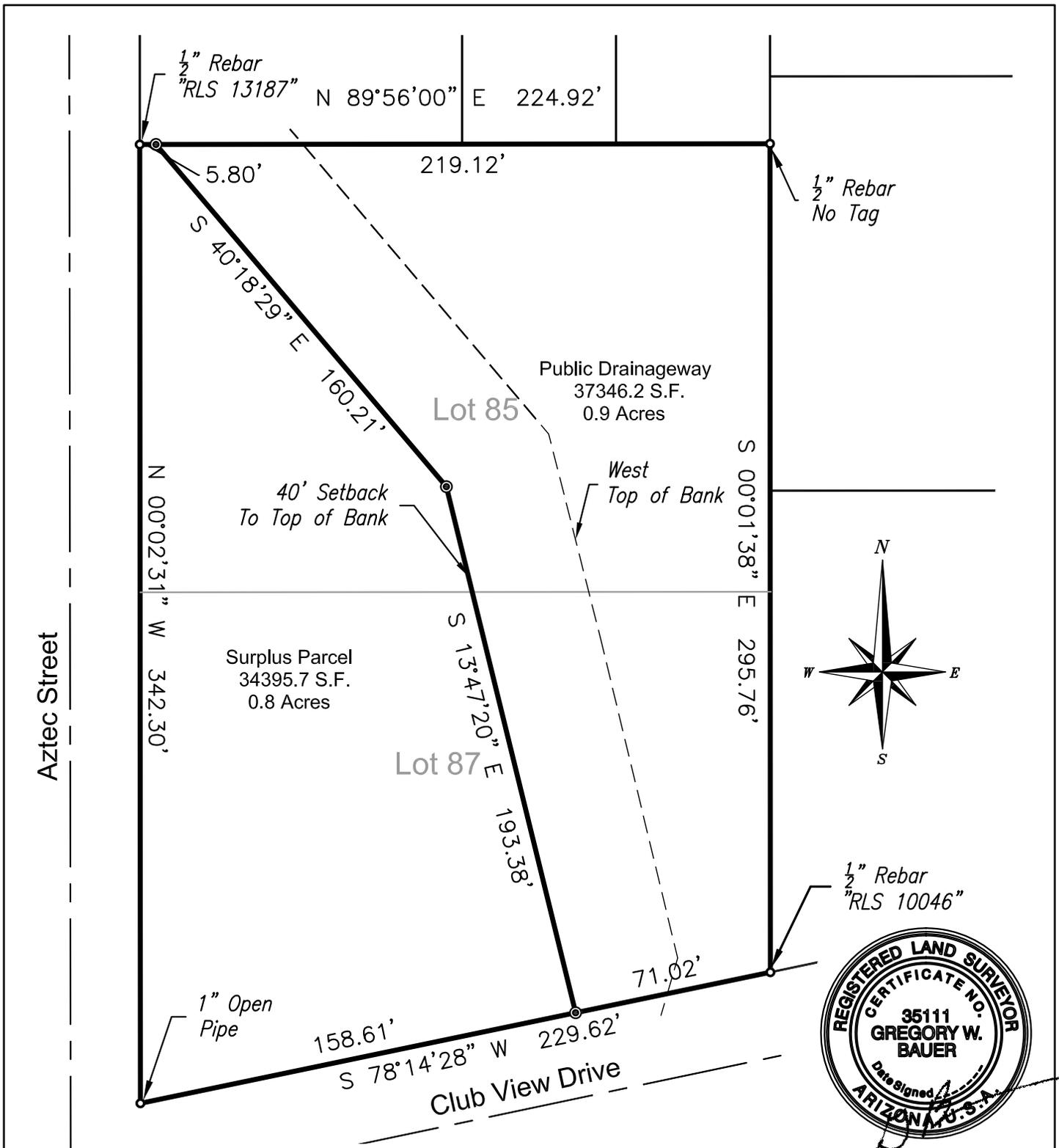
Thence South 13°47'20" East a distance of 193.38 feet to a set one-half inch rebar tagged "RLS 35111" on the south line of said Lot 87;

Thence South 78°14'28" West, upon said south line, a distance of 158.61 feet which is monumented by a one inch open pipe;

Thence North 00°02'31" West, upon the west line of said Lots 85 and 87, a distance of 342.30 feet to the **POINT OF BEGINNING**.

Said parcel contains 34395.7 square feet or 0.80 acres as described.





Expires 06-30-2015

Drawn: <u>GWB May 2015</u> Scale: <u>1" = 50'</u>	Surplus Parcel Portions of Lots 85 & 87 El Rio Acres BK.6, PG.11, M.&P.	City of Tucson, Arizona ENGINEERING DIVISION (2/2)
		PLAN # <u>S-2014-008</u>