



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date:

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Consent to Easement by the Board of Supervisors is requested by the Owner of an unimproved lot encumbered by County's Affordable Housing Agreement and Lien recorded in the Pima County Recorder at Seq. # 20110740228 on March 15, 2011. The easement conveys to the City of Tucson public improvement known as Tucson Water Wellsite I-001B for which the Owner of the lot received payment of \$2,730.00 pursuant to a Second Revised Purchase Agreement executed 12/17/2012. Easement does not impair the affordable housing lien. Consent to the easement will allow city to maintain water well on this property.

There is no funding requirement. Please place on the next available Board of Supervisors Meeting. Owner is Crisantes Investment, LLC, an Arizona limited liability company. The unimproved lot is located at 16156 and 16160 N. Oracle Road, (at the intersection of Tortolita St.) Parcel No. 222-12-0570.

CONTRACT NUMBER (If applicable): Not Applicable.

STAFF RECOMMENDATION(S): Sign Consent.

CORPORATE HEADQUARTERS: District 1

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: n/a and/or REVENUE TO PIMA COUNTY:\$ n/a

FUNDING SOURCE(S): None.

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1	X	2		3		4		5		All	
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IMPACT: None.

IF APPROVED: County Affordable Housing Agreement and Lien remains in effect for the purpose of obtaining a Housing Trust Fund fee upon the development of the unimproved lot and allows the owner to receive City water well service.

IF DENIED: County Affordable Housing Agreement and Lien remains in effect for the purpose of obtaining a Housing Trust Fund fee upon development of the unimproved lot, but the owner will not receive City water well service which will jeopardize the potential development of the unimproved lot.

DEPARTMENT NAME: Community Development and Neighborhood Conservation

CONTACT PERSON: Martha Martin TELEPHONE NO.: 624-2947 ext. 104

CONSENT TO EASEMENT

Whereas, Pima County, a body politic and corporate of the State of Arizona (hereafter "County") has entered into an Affordable Housing Agreement and Lien (hereafter the "Agreement") between Crisantes Investments, LLC (hereafter "Crisantes") and County dated March 7, 2011 and recorded at sequence 20110740228 in the Office of the Pima County Recorder relating to that certain parcel of real property situated in Pima County, Arizona legally described in Exhibit "A" attached hereto (hereafter the "Property"), and

Whereas, the City of Tucson (hereafter "City") has acquired an easement for water utility purposes over the south five (5) feet of the east fifty-four and sixty six one hundredths (54.66) feet of the Property as legally described in Exhibit "B" attached hereto (hereafter the "Easement") pursuant to a Second Revised Purchase Agreement between Crisantes and City dated January 16, 2013.

Now, Therefore, County hereby consents to the granting of the Easement and agrees that the Property may become subject to the Easement so long as the terms and security of the Agreement are not adversely affected thereby.

Dated this ____ day of March, 2013

Pima County, Arizona

By: _____

State of Arizona)

) ss

County of Pima)

This instrument was acknowledged before me this ____ day of March, 2013 by

_____.

Notary Public

My commission expires:

Order Number: 12420010

Exhibit A

All that part of the Southwest quarter of the Southwest quarter of Section 4, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 4;

Thence North $89^{\circ}41'10''$ East, a distance of 231.25 feet to a point;

Thence North $1^{\circ}50'40''$ East, a distance of 1291.82 feet to a point;

Thence North $89^{\circ}43'20''$ East, along a line parallel with and distant 30 feet Southerly from the North line of said Southwest quarter of the Southwest quarter, a distance of 102.36 feet to a point in the Easterly right of way line of the Tucson-Florence Highway, Project No. S-111, the TRUE POINT OF BEGINNING ;

Thence continue North $89^{\circ}43'20''$ East, a distance of 198.97 feet to a point;

Thence South $0^{\circ}08'50''$ East, a distance of 160.91 feet to a point in the North line of that certain property described in Deed of record in the office of the County Recorder of Pima County, Arizona, in Docket 1143 at page 104;

Thence South $89^{\circ}41'10''$ West, along the North line of said last mentioned property, a distance of 200 feet to a point in the Easterly right of way line of said Tucson-Florence Highway;

Thence Northerly along the Easterly right of way line of said highway, a distance of 160.97 feet to the TRUE POINT OF BEGINNING .

Jv arb: 19

Exhibit ' B1

Legal Description Drawing of Acquisition

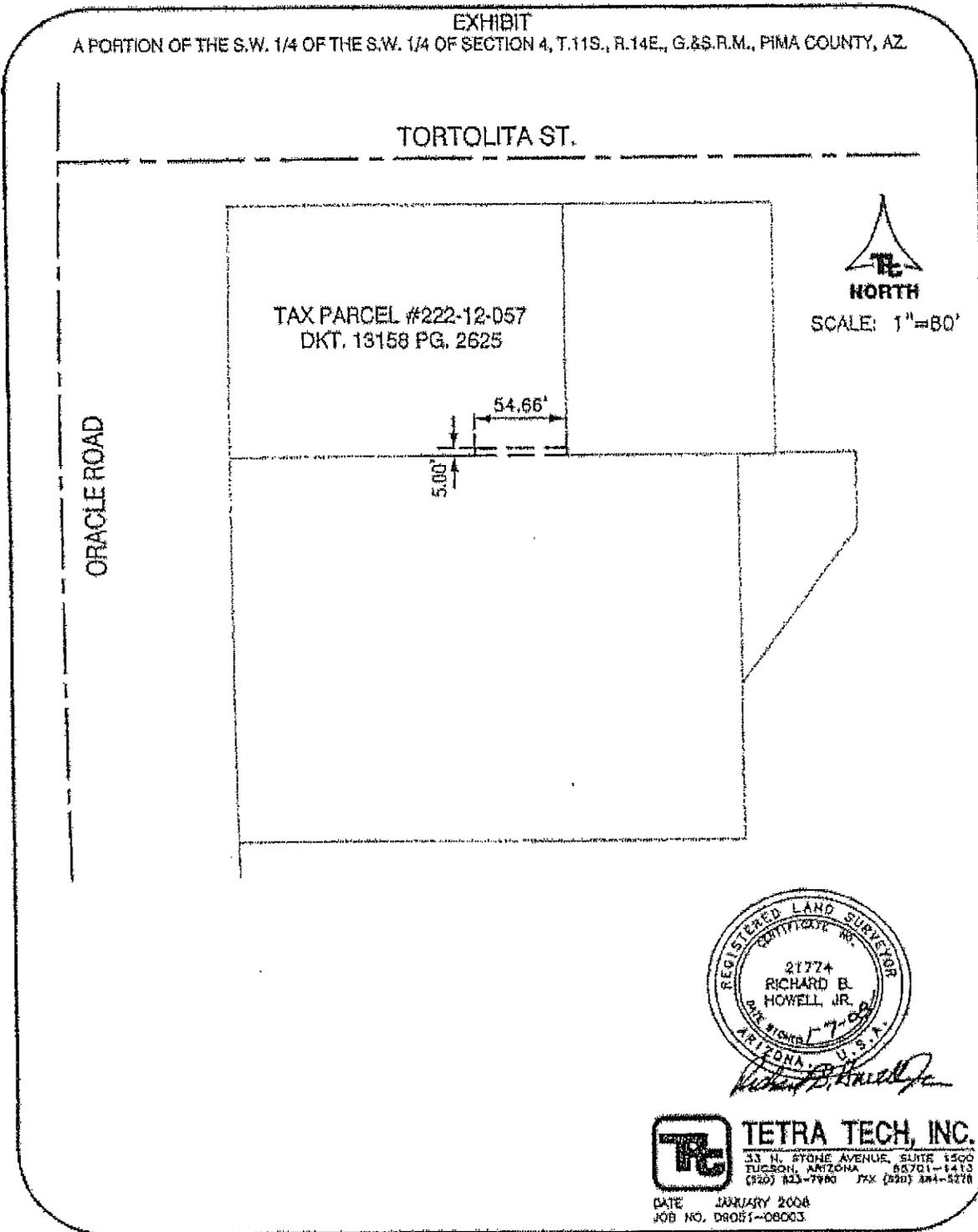


Exhibit B

Legal Description of Acquisition



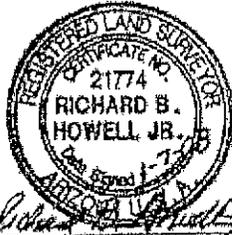
TETRA TECH, INC.

4861 E. Broadway Blvd., Suite 521, Tucson, Arizona 85711
PHONE: (520) 623-7980 FAX: (520) 884-5278

**LEGAL DESCRIPTION
TAX PARCEL #222-12-057 UTILITY EASEMENT**

A PORTION OF THAT PARCEL DESCRIBED IN DOCKET 13158 AT PAGE 2625, RECORDS OF PIMA COUNTY, ARIZONA, SAID PORTION BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PORTION IS DESCRIBED AS FOLLOWS:

THE SOUTH 5.00 FEET OF THE EAST 54.66 FEET OF SAID PARCEL.



RICHARD B. HOWELL JR., R.L.S.

AFFORDABLE HOUSING AGREEMENT AND LIEN

This Affordable Housing Agreement and Lien is entered into by and between **Crisantes Investments LLC** (“Owner”) and Pima County, Arizona, a political subdivision of the State of Arizona (“County”).

THIS AGREEMENT IS INTENDED TO CREATE A LIEN ON THE PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO (THE “PROPERTY”) TO SECURE PAYMENT, TO THE COUNTY, OF AN AFFORDABLE HOUSING CONTRIBUTION IN AN AMOUNT TO BE DETERMINED ACCORDING TO THE SCHEDULE ATTACHED HERETO AS EXHIBIT B. THIS LIEN SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ANY AND ALL SUCCESSOR OWNERS OF ANY PORTION OF THE PROPERTY UNTIL IT IS SATISFIED, AND SHALL BE ENFORCEABLE BY THE COUNTY, UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN.

RECITALS

- A. The Board of Supervisors of Pima County (the “Board”), in Pima County Ordinance 1997-35(VII)(C), pursuant to A.R.S. § 11-381, established the Pima County Housing Trust Fund (the “Fund”).
- B. On November 16, 2004, the Board established the Pima County Housing Commission, and adopted an Affordable Housing Policy and Strategies.
- C. The Pima County Comprehensive Land Use Plan requires that new re-zonings and specific plan amendments that have a residential component must comply with Pima County Affordable Housing Policy and Strategies as adopted by the Board.
- D. On December 13, 2005, the Board adopted various recommendations of the Commission, including adoption of a schedule for contributions to the Fund, which schedule is attached hereto as Exhibit B and incorporated herein by reference.
- E. Owner is the owner of the property described on Exhibit A attached hereto and incorporated herein by reference (the “Property”). Owner applied to have the Property re-zoned, and intends to develop the Property for residential use.
- F. The County approved the rezoning (**Co9-08-07**) to certain conditions, including payment of an affordable housing contribution, to be paid, with respect to each

portion of the Property, at the time that portion is developed or sold to a residential buyer.

AGREEMENT

1. Definitions.

“Developer” as used herein shall mean the Owner, and any subsequent owner of more than one Lot within the Property who purchases the Lots for the purpose of development or lot splitting and resale.

Improved Lot shall mean a Lot that has been improved with a single family residence and related structures or amenities that is sold to a Residential Buyer.

Unimproved Lot shall mean a Lot sold in an unimproved condition to a Residential Buyer.

“Lot” as used herein shall mean a lot (as shown on a subdivision plat) or tax parcel that is to be sold as a one-residence unit.

“Residential Buyer” shall mean a person or persons who acquires an individual Lot or several contiguous Lots (whether improved or unimproved) within the Property, not as part of a bulk purchase of Lots for the purpose of development or splitting and resale, but for single family residential purposes, and any subsequent owner. A purchaser can be a “Residential Buyer” hereunder even if that purchaser is buying a Lot for investment purposes (either for speculation or rental), provided that the purchaser is not buying multiple Lots for the purpose of developing or splitting and then reselling them.

“Sales Price” as used herein shall mean the price being paid by the Residential Buyer for the Lot, without deduction for any broker or realtor fees or commissions.

2. Contribution to Fund. The Developer or subsequent owner of the Property shall make a contribution to the Fund (the “Contribution”) with respect to each Lot as follows:

A. *Improved Lot.* If Developer sells an Improved Lot to a Residential Buyer, Developer shall pay to the County, at the closing of the sale of the Improved Lot to the Residential Buyer, a sum equal to the applicable “contribution factor” (as shown on Exhibit B) multiplied by the actual sales price of the Lot, up to the maximum contribution shown on Exhibit B. The sales price of the Lot shall mean the price paid by the Residential Buyer for the Lot (including all improvements thereon), without deduction for any broker or realtor fees or commissions.

Developer shall not cause any portion of the Property to be conveyed at less than its fair market value for the purpose of avoiding the Contribution or minimizing its amount. If Developer sells an Unimproved Lot but Developer or an affiliate of Developer (in which Developer has or the principals of Developer have a pecuniary interest) also enters into a contract to construct improvements on the

Lot after closing of the sale of the Lot, this will be treated as the sale of an Improved Lot, and the amount of the Contribution will be based on the sales price of the Lot, *plus* the amount of the construction contract.

- B. *Unimproved Lot.* If Developer sells an Unimproved Lot to a Residential Buyer, then Developer shall not be obligated to pay the above contribution to the County at the time of the closing of the sale of the Unimproved Lot to the Residential Buyer.

Instead, the lien created by this agreement shall remain on the Unimproved Lot, but the lien shall be automatically subordinated to any security interest in the Lot granted by the Residential Buyer to secure a loan made to Buyer to purchase the Lot.

The Residential Buyer shall pay the Contribution to the Fund at such time as the Residential Buyer improves the Lot. The Contribution shall be a sum equal to the applicable “contribution factor” (as shown on Exhibit B) multiplied by the total value of the Lot as improved, up to the maximum contribution shown on Exhibit B. If the Residential Buyer obtains a loan to finance the improvement of the Lot, the value of the Lot as improved shall be the value established by the appraisal done by the Lender, and shall be paid by the Residential Buyer at the time of the funding of the loan. If Residential Buyer does not obtain a construction loan, the value shall be the full cash value established by the Assessor, and the Contribution shall be paid upon completion of the improvements.

- C. *Interest.* If a Contribution is not paid to the County at the time it is due, interest shall accrue on the Contribution at the rate of 8% per annum from the date due until paid.

3. Use of Funds. County shall cause the Contribution to be deposited in the Fund, and shall use the Fund and its proceeds to further the Affordable Housing Policy and Strategies adopted by the Board, as they may be amended from time to time.
4. Lien; Enforcement; Release. Owner hereby grants to the County a security interest in the Property to secure payment of the Contributions on the Lots into which the Property is or will be divided and sold, together with any interest thereon as provided in Section 2 above. This security interest shall be enforceable against each Lot within the Property in the same manner as a mortgage on real estate. The County shall cause to be recorded a document releasing its interest in a Lot within the Property when the Contribution as to that Lot is paid to the County. If the Contribution is to be paid to the County through an escrow, the County shall deposit the lien release into escrow also, to be recorded upon closing of the sale to the Residential Buyer. The County shall also cause to be recorded a release of the lien as to any portion of the Property that is conveyed to a public entity for roadways or other public purposes, or is conveyed to a homeowner’s association as streets or other common areas.

5. Recordation. This instrument shall be recorded with the Pima County Recorder's Office and Owner and Residential Buyer agree to waive any rights of confidentiality with respect to any information set forth herein. The provisions of this agreement, and the lien created hereunder, shall run with the land and be binding on successor owners of any portion of the Property except that the lien shall expire on the date that is ten (10) years after the date of this Agreement unless, prior to such date, an event has occurred that has caused the Contribution to be due and payable under Section 2 above, in which event the lien shall continue for the amount of any unpaid portion of the Contribution together with interest.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the date set forth below.

OWNER(S):

_____ Date

_____ Date

STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____.

My commission expires: _____

Notary Public

EXHIBIT A

- A. Legal Description: W200' M/L S160.91' M/L N190.91' M/L THAT PTN SW4 SW4
LYG E OF HWY .73 AC SEC 4-11-14
- B. Parcel Number: **222-12-0570**
- C. Assessor's Record Map:

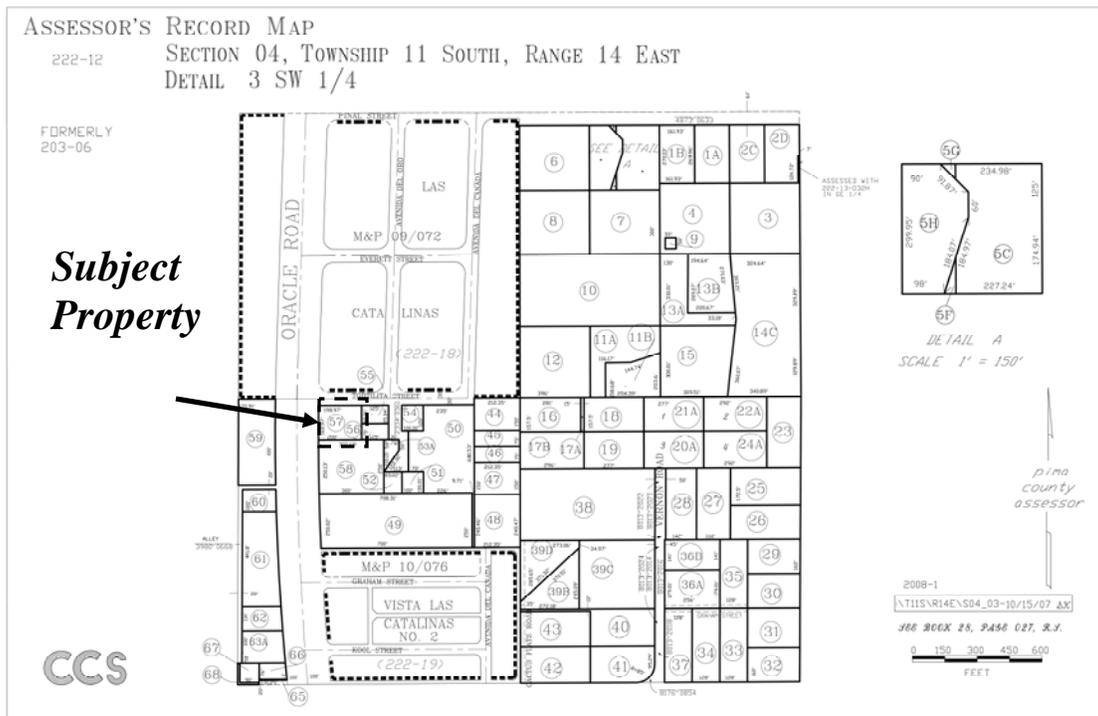


EXHIBIT B

Contribution Schedule:

**Pima County Housing Commission Affordable Housing
Fee for New Home Sales Contribution Schedule**

SALES PRICE AT CLOSING	CONTRIBUTION FACTOR	PER ROOFTOP DOLLAR AMOUNT	
		Low	High
\$0 - \$184,999	0.00%	\$0	\$0
\$185,000 - \$249,999	0.25%	\$462.50	\$625
\$250,000 - \$349,999	0.50%	\$1,250	\$1,750
\$350,000 - \$499,999	0.75%	\$2,625	\$3,750
\$500,000 and over	1.00%	\$5,000	\$5,000 Cap

1 **SECOND REVISED PURCHASE AGREEMENT**

2
3
4 AGREEMENT between Crisantes Investments, LLC, an Arizona limited liability company,
5 Seller, hereinafter referred to as **Grantor**, and the CITY OF TUCSON, a municipal corporation,
6 Buyer, hereinafter referred to as **Grantee**.

7
8 IT IS HEREBY AGREED AS FOLLOWS:
9

10 That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the
11 terms and conditions herein set forth, an easement in, on, over, under, across and through, the
12 following described real property (the "Acquisition Area"):

13 **SEE ATTACHED EXHIBIT "A" and "A-1"**

14 Together with all improvements thereon (as defined in the Summary Statement of Just
15 Compensation attached hereto as Exhibit "B"), free and clear of all liens, encumbrances, taxes
16 and assessments, which property is being conveyed by Grantor to Grantee in relation to the
17 public improvement known as: Tucson Water Wellsite I-001B.
18

19 **Purchase Amount:** The Grantee shall pay the following amounts to the Grantor, subject to the
20 terms and conditions herein set forth:
21

\$	1,962.00	Easement Acquisition Amount
\$	600.00	Severance Damages
\$	130.00	Administrative Settlement
\$	2,730.00	<i>Total Compensation (Rounded)</i>

22
23
24 The performance of this Agreement constitutes the entire consideration by the Grantee, including
25 just compensation as required by law and shall relieve the Grantee of all further obligations or
26 claims relating to the Property.
27

28 **Escrow, Prorations and Fees:** The parties hereto shall enter into an escrow agreement with an
29 escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all
30 necessary documents to convey the above referenced real property interests to Grantee free and
31 clear of all liens and encumbrances, taxes and assessments, including those that are levied
32 (owed) but may not yet be due. The escrow agent shall make prorations based on the date of
33 closing and the size of the Acquisition Area. All escrow fees, document preparation expenses
34 and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay
35 premium therefore. Transfer of fee title shall be by Warranty Deed in a form approved by the
36 Grantee. All other forms of interest to be conveyed shall be on a form approved by the Grantee.
37

38 **No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to
39 closing.
40

1 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
2 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
3 consents to convey the Acquisition Area free and clear of all liens and encumbrances.

4 **Security Interest:** Monies payable under this Agreement may be due holders of secured and
5 unsecured obligations (Lienholders) up to and including the total amount of principal, interest
6 and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall
7 be required to provide any necessary releases or consents for the Acquisition Area.

8
9 **No Leases:** Grantor warrants that the leases attached as Exhibit C are the only leases affecting
10 the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all
11 of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said
12 property held by any tenant of Grantor.

13
14 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
15 due Grantor, including but not limited to any and all severance damages as to any remaining
16 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
17 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
18 assistance as necessary to determine those consequences, which may include reporting of income
19 received from the sale to the Internal Revenue Service.

20
21 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
22 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
23 indicate a potential condition and further testing or inspection is recommended, the parties
24 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
25 for such additional testing or inspection.

26
27 **Environmental:** If any environmental inspection reveals the presence of contamination or the
28 need to conduct any environmental clean up, the Grantor shall remediate all contamination
29 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
30 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
31 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
32 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
33 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
34 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
35 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
36 "claims" or "damages") imposed on, incurred by, or reserved against the indemnitees in any way
37 relating to or arising out of any noncompliance with any federal, state, or local environmental
38 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
39 property and any claims or damages in any way relation to or arising out of the removal,
40 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
41 or emanating from the Grantor's property.

42
43 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
44 the Acquisition Area for project related purposes including but not limited to construction. If
45 this Agreement is not acted upon by the City Manager within 90 days of the Grantor's
46 acceptance of this Agreement, this Right of Entry shall be terminated immediately and without

1 further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of
2 escrow and recording of the documents conveying the Acquisition Area.

3
4 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
5 improvements located on or within the Acquisition Area prior to close of escrow and recording
6 of the documents conveying the Acquisition Area.

7
8 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
9 located within the Acquisition Area without prior written approval of the Grantee. Any personal
10 property located on or within the Acquisition Area must be removed prior to close of escrow.

11
12 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
13 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
14 all brokerage or finders fees to any agent employed.

15
16 **Conflict of Interest:** This Agreement is subject to A.R.S. § 38-511, which provides for
17 cancellation of contracts by the Grantee for certain conflicts of interest.

18
19 **Survival of Representations and Warranties:** All representations and warranties contained in
20 this Agreement shall survive the closing of escrow.

21
22 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
23 reference with the same force and effect as if fully set forth herein.

24
25 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
26 Grantee. All understandings, conversations and communications, oral or written, between
27 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
28 agreement and shall be of no further force or effect. No modification or amendment to this
29 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

30
31 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
32 benefits pursuant to A.R.S. § 11-961 et seq.

33
34 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
35 the benefit of and be binding upon each of the parties hereto, together with their respective
36 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
37 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
38 this agreement to the buyer or prospective buyer, who shall take the property interest subject
39 thereto.

40
41 **Authority:** Grantee represents and warrants that it is a municipal corporation duly organized,
42 validly existing under the laws of the state of its formation, that it has all the requisite power and
43 authority to execute this agreement through the signature(s) below, and to perform its obligations
44 hereunder. Grantor represents and warrants that it is a limited liability company duly organized,
45 validly existing under the laws of the state of its formation, that it has all the requisite power and

1 authority to execute this agreement through the signature(s) below, and to perform its obligations
2 hereunder.

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Grantor accepted this 17 day of DECEMBER, 2012

Crisantes Investments, LLC,
an Arizona limited liability company

By: [Signature]
As: President

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this 16 day of January, 2013.

CITY OF TUCSON, a municipal corporation

BY: [Signature]
Albert Elias, Assistant City Manager

Approved as to form: [Signature] 12/28/12
Damian Fellows, Principal City Attorney

Approved as to content: [Signature] 12/27/12
Alan D. Forrest, Tucson Water Director

Concurrence: [Signature] 1/9/2013
Hector Martinez, Real Estate Program Director

Exhibit "A"

Legal Description of Acquisition



TETRA TECH, INC.

4801 E. Broadway Blvd., Suite 521, Tucson, Arizona 85711
PHONE: (520) 623-7980 FAX: (520) 854-5278

**LEGAL DESCRIPTION
TAX PARCEL #222-12-057 UTILITY EASEMENT**

A PORTION OF THAT PARCEL DESCRIBED IN DOCKET 13158 AT PAGE 2625, RECORDS OF PIMA COUNTY, ARIZONA, SAID PORTION BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PORTION IS DESCRIBED AS FOLLOWS:

THE SOUTH 5.00 FEET OF THE EAST 54.66 FEET OF SAID PARCEL.



RICHARD B. HOWELL JR., R.L.S.

Exhibit "A-1"

Legal Description Drawing of Acquisition

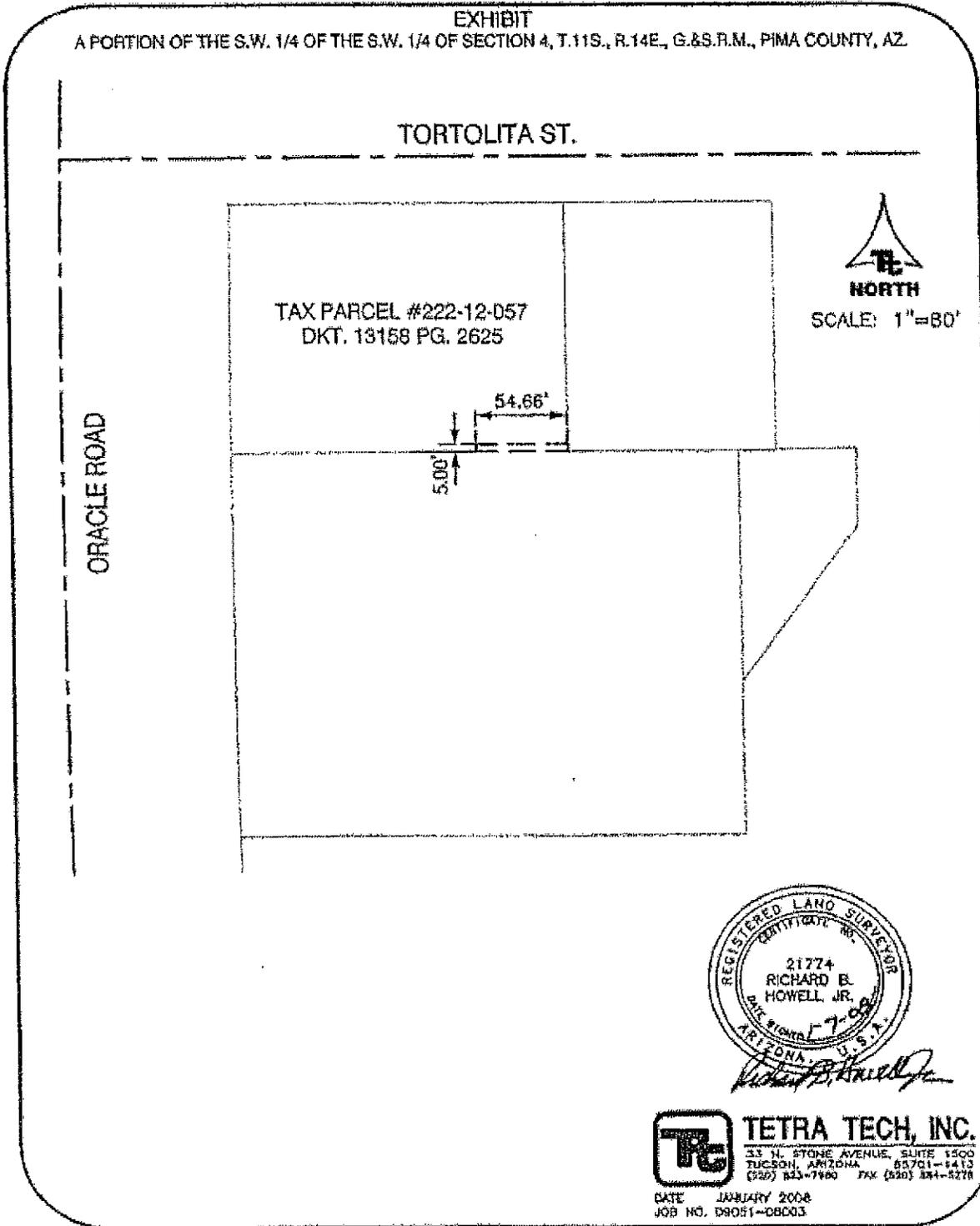


Exhibit "B"

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our second revised offer letter of December 3, 2012, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 16156 and 16160 N. Oracle Rd., Tucson, Pima County, AZ

APN: 222-12-0570

Property of: Crisantes Investments, LLC, an Arizona limited liability company

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Utility Easement (sq. ft.) 99% x	273.30	\$ 7.25	\$ 1,962.00
Severance Damages		\$ 600.00	\$ 600.00
Administrative Settlement 5%			\$ 130.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 2,730.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: 12/27/2012 OWNER SIGNATURE: _____

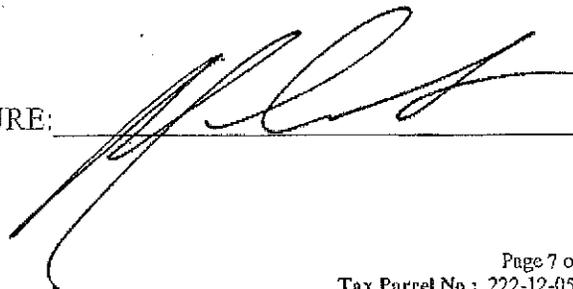


EXHIBIT "C"

Lease Agreement affecting
Parcel # 222-12-0570

1. Not Applicable

or

2. See Attached

Me Owner's Initials ↙

_____ Owner's Initials ↙

EASEMENT

THIS INDENTURE made between Crisantes Investments, LLC, an Arizona limited liability company Grantor(s) and the CITY OF TUCSON, a municipal corporation, Grantee, hereinafter called the CITY.

WITNESSETH:

That the Grantor, for and in consideration of Ten Dollars (\$10.00), and other valuable consideration the receipt and adequacy of is hereby acknowledged, do(es) hereby convey unto the City of Tucson, a municipal corporation, its successors and assigns, a perpetual right-of-way, privilege and easement for any water pipe, or mains, gas pipeline, electric conduit and appurtenant facilities now laid or constructed, or which hereafter may be laid or constructed; together with the right to enter into and upon for the purposes necessary in the construction, installation, maintenance and operation, and also the right to enter into and upon for the purpose of removing the same, and upon removal of the same, the City agrees to restore the property to reasonably the same condition as it existed before the installation; said easement being in, on, through, over, across and under the following described parcel of land situate in the County of Pima, State of Arizona, to-wit:

See attached EXHIBIT "A" and "A-1"

Affidavit Exempt A.R.S. §11-1134 (A)(2)(3)

TO HAVE AND TO HOLD the same unto the City, and to its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed this _____ day of _____, 2012.

Crisantes Investments, LLC,
an Arizona limited liability company

By: _____

As: _____

Tucson Water Wellsite I-001B
Tax Parcel: 222-12-0570

STATE OF ARIZONA)

)ss.

COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____, 20____,
by _____ as _____ of
Cristantes Investments, LLC, an Arizona limited liability company.

Notary Public

Exhibit "A"

Legal Description of Acquisition



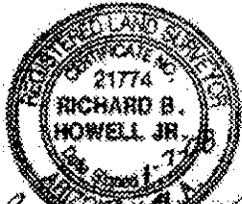
TETRA TECH, INC.

4801 E. Broadway Blvd., Suite 521, Tucson, Arizona 85711
PHONE: (520) 623-7920 FAX: (520) 884-3278

**LEGAL DESCRIPTION
TAX PARCEL #222-12-057 UTILITY EASEMENT**

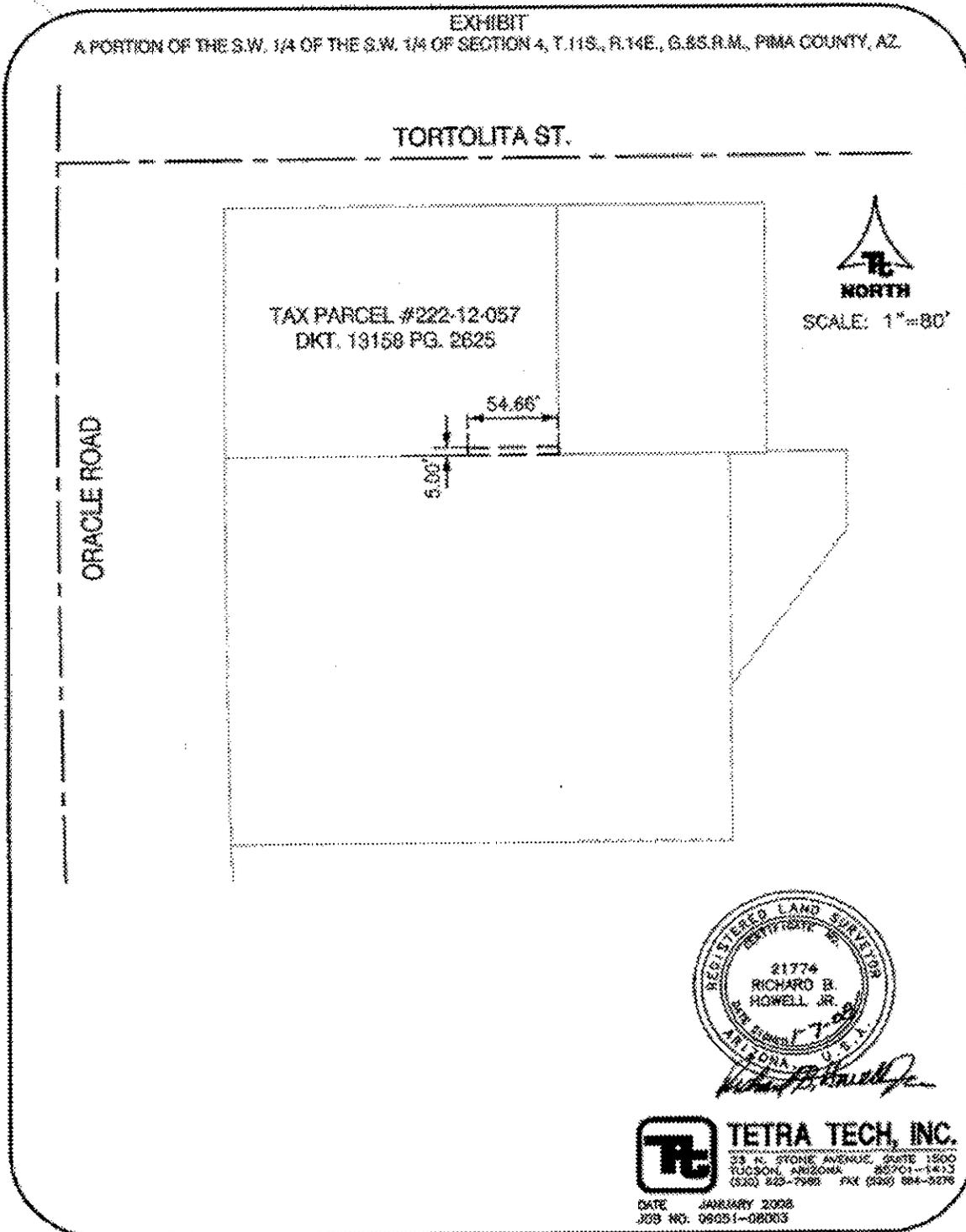
A PORTION OF THAT PARCEL DESCRIBED IN DOCKET 13158 AT PAGE 2625, RECORDS OF PIMA COUNTY, ARIZONA, SAID PORTION BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PORTION IS DESCRIBED AS FOLLOWS:

THE SOUTH 5.00 FEET OF THE EAST 54.66 FEET OF SAID PARCEL.



RICHARD B. HOWELL JR., R.L.S.

Exhibit "A-1"
Legal Description Drawing of Acquisition



F. ANN RODRIGUEZ, RECORDER
Recorded By: LD

DEPUTY RECORDER
41

P0330
PIMA CO COMMUNITY SERVICES
PICKUP



SEQUENCE: 20110740228
NO. PAGES: 6
LIEN 03/15/2011 15:54
PICK UP
AMOUNT PAID: \$0.00

AFFORDABLE HOUSING AGREEMENT AND LIEN

This Affordable Housing Agreement and Lien is entered into by and between **Crisantes Investments LLC** ("Owner") and Pima County, Arizona, a political subdivision of the State of Arizona ("County").

THIS AGREEMENT IS INTENDED TO CREATE A LIEN ON THE PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO (THE "PROPERTY") TO SECURE PAYMENT, TO THE COUNTY, OF AN AFFORDABLE HOUSING CONTRIBUTION IN AN AMOUNT TO BE DETERMINED ACCORDING TO THE SCHEDULE ATTACHED HERETO AS EXHIBIT B. THIS LIEN SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ANY AND ALL SUCCESSOR OWNERS OF ANY PORTION OF THE PROPERTY UNTIL IT IS SATISFIED, AND SHALL BE ENFORCEABLE BY THE COUNTY, UNDER THE TERMS AND CONDITIONS SET FORTH HEREIN.

RECITALS

- A. The Board of Supervisors of Pima County (the "Board"), in Pima County Ordinance 1997-35(VII)(C), pursuant to A.R.S. § 11-381, established the Pima County Housing Trust Fund (the "Fund").
- B. On November 16, 2004, the Board established the Pima County Housing Commission, and adopted an Affordable Housing Policy and Strategies.
- C. The Pima County Comprehensive Land Use Plan requires that new re-zonings and specific plan amendments that have a residential component must comply with Pima County Affordable Housing Policy and Strategies as adopted by the Board.
- D. On December 13, 2005, the Board adopted various recommendations of the Commission, including adoption of a schedule for contributions to the Fund, which schedule is attached hereto as Exhibit B and incorporated herein by reference.
- E. Owner is the owner of the property described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). Owner applied to have the Property re-zoned, and intends to develop the Property for residential use.
- F. The County approved the rezoning (Co9-08-07) to certain conditions, including payment of an affordable housing contribution, to be paid, with respect to each

portion of the Property, at the time that portion is developed or sold to a residential buyer.

AGREEMENT

1. Definitions.

“Developer” as used herein shall mean the Owner, and any subsequent owner of more than one Lot within the Property who purchases the Lots for the purpose of development or lot splitting and resale.

Improved Lot shall mean a Lot that has been improved with a single family residence and related structures or amenities that is sold to a Residential Buyer.

Unimproved Lot shall mean a Lot sold in an unimproved condition to a Residential Buyer.

“Lot” as used herein shall mean a lot (as shown on a subdivision plat) or tax parcel that is to be sold as a one-residence unit.

“Residential Buyer” shall mean a person or persons who acquires an individual Lot or several contiguous Lots (whether improved or unimproved) within the Property, not as part of a bulk purchase of Lots for the purpose of development or splitting and resale, but for single family residential purposes, and any subsequent owner. A purchaser can be a “Residential Buyer” hereunder even if that purchaser is buying a Lot for investment purposes (either for speculation or rental), provided that the purchaser is not buying multiple Lots for the purpose of developing or splitting and then reselling them.

“Sales Price” as used herein shall mean the price being paid by the Residential Buyer for the Lot, without deduction for any broker or realtor fees or commissions.

2. Contribution to Fund. The Developer or subsequent owner of the Property shall make a contribution to the Fund (the “Contribution”) with respect to each Lot as follows:

- A. *Improved Lot.* If Developer sells an Improved Lot to a Residential Buyer, Developer shall pay to the County, at the closing of the sale of the Improved Lot to the Residential Buyer, a sum equal to the applicable “contribution factor” (as shown on Exhibit B) multiplied by the actual sales price of the Lot, up to the maximum contribution shown on Exhibit B. The sales price of the Lot shall mean the price paid by the Residential Buyer for the Lot (including all improvements thereon), without deduction for any broker or realtor fees or commissions.

Developer shall not cause any portion of the Property to be conveyed at less than its fair market value for the purpose of avoiding the Contribution or minimizing its amount. If Developer sells an Unimproved Lot but Developer or an affiliate of Developer (in which Developer has or the principals of Developer have a pecuniary interest) also enters into a contract to construct improvements on the

Lot after closing of the sale of the Lot, this will be treated as the sale of an Improved Lot, and the amount of the Contribution will be based on the sales price of the Lot, *plus* the amount of the construction contract.

- B. *Unimproved Lot.* If Developer sells an Unimproved Lot to a Residential Buyer, then Developer shall not be obligated to pay the above contribution to the County at the time of the closing of the sale of the Unimproved Lot to the Residential Buyer.

Instead, the lien created by this agreement shall remain on the Unimproved Lot, but the lien shall be automatically subordinated to any security interest in the Lot granted by the Residential Buyer to secure a loan made to Buyer to purchase the Lot.

The Residential Buyer shall pay the Contribution to the Fund at such time as the Residential Buyer improves the Lot. The Contribution shall be a sum equal to the applicable "contribution factor" (as shown on Exhibit B) multiplied by the total value of the Lot as improved, up to the maximum contribution shown on Exhibit B. If the Residential Buyer obtains a loan to finance the improvement of the Lot, the value of the Lot as improved shall be the value established by the appraisal done by the Lender, and shall be paid by the Residential Buyer at the time of the funding of the loan. If Residential Buyer does not obtain a construction loan, the value shall be the full cash value established by the Assessor, and the Contribution shall be paid upon completion of the improvements.

- C. *Interest.* If a Contribution is not paid to the County at the time it is due, interest shall accrue on the Contribution at the rate of 8% per annum from the date due until paid.

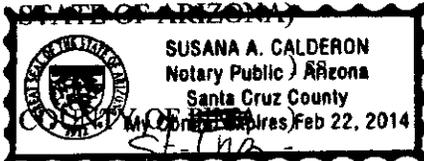
3. Use of Funds. County shall cause the Contribution to be deposited in the Fund, and shall use the Fund and its proceeds to further the Affordable Housing Policy and Strategies adopted by the Board, as they may be amended from time to time.
4. Lien; Enforcement; Release. Owner hereby grants to the County a security interest in the Property to secure payment of the Contributions on the Lots into which the Property is or will be divided and sold, together with any interest thereon as provided in Section 2 above. This security interest shall be enforceable against each Lot within the Property in the same manner as a mortgage on real estate. The County shall cause to be recorded a document releasing its interest in a Lot within the Property when the Contribution as to that Lot is paid to the County. If the Contribution is to be paid to the County through an escrow, the County shall deposit the lien release into escrow also, to be recorded upon closing of the sale to the Residential Buyer. The County shall also cause to be recorded a release of the lien as to any portion of the Property that is conveyed to a public entity for roadways or other public purposes, or is conveyed to a homeowner's association as streets or other common areas.

5. Recordation. This instrument shall be recorded with the Pima County Recorder's Office and Owner and Residential Buyer agree to waive any rights of confidentiality with respect to any information set forth herein. The provisions of this agreement, and the lien created hereunder, shall run with the land and be binding on successor owners of any portion of the Property except that the lien shall expire on the date that is ten (10) years after the date of this Agreement unless, prior to such date, an event has occurred that has caused the Contribution to be due and payable under Section 2 above, in which event the lien shall continue for the amount of any unpaid portion of the Contribution together with interest.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the date set forth below.

OWNER(S):

[Signature] 03/07/2011
 Date
[Signature] 03/07/2011
 Date



The foregoing instrument was acknowledged before me this 7th day of March, 2011, by Susana A. Calderon
[Signature]
 My commission expires: 2-22-2014
 Notary Public

EXHIBIT A

A. Legal Description: W200' M/L S160.91' M/L N190.91' M/L THAT PTN SW4 SW4
LYG E OF HWY .73 AC SEC 4-11-14

B. Parcel Number: **222-12-0570**

C. Assessor's Record Map:

ASSESSOR'S RECORDED MAP
SECTION 31, TOWNSHIP 11 SOUTH, RANGE 11 EAST
DEAR BORN COUNTY

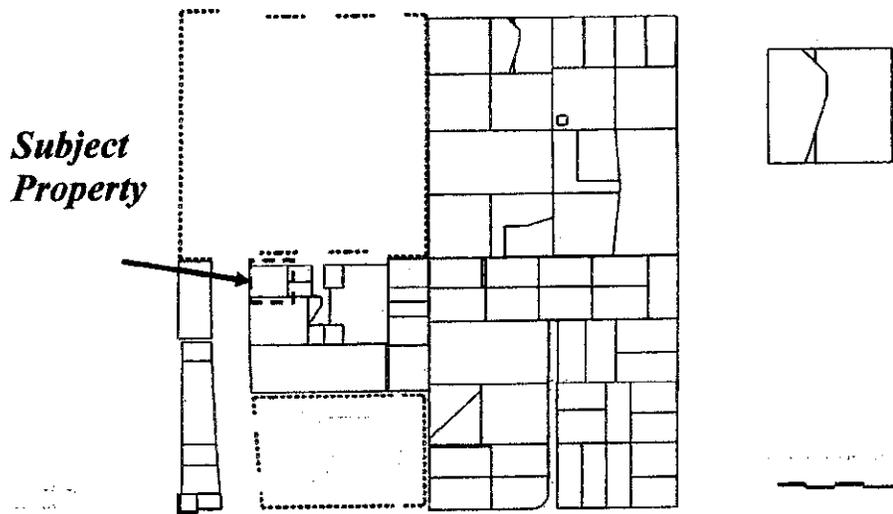


EXHIBIT B

Contribution Schedule:

**Pima County Housing Commission Affordable Housing
Fee for New Home Sales Contribution Schedule**

SALES PRICE AT CLOSING	CONTRIBUTION FACTOR	PER ROOFTOP DOLLAR AMOUNT	
		Low	High
\$0 - \$184,999	0.00%	\$0	\$0
\$185,000 - \$249,999	0.25%	\$462.50	\$625
\$250,000 - \$349,999	0.50%	\$1,250	\$1,750
\$350,000 - \$499,999	0.75%	\$2,625	\$3,750
\$500,000 and over	1.00%	\$5,000	\$5,000 Cap

SCHEDULE A

Order Number: 12420010, Amend. No. 1

Escrow Officer: Kim Moss

Effective Date: January 11, 2013 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 | \$ 2,730.00 |
| Proposed Insured: | |
| City of Tucson, a municipal corporation | |
| (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: | |
| EASEMENT | |
| | |
| 3. Title to said estate or interest in said land is at the effective date hereof vested in: | |
| Crisantes Investments LLC, an Arizona limited liability company | |
| | |
| 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: 12420010, Amend. No. 1

Exhibit A

UTILITY EASEMENT:

A portion of that parcel described in Docket 13158 at page 2625, records of Pima County, Arizona , said portion being in the Southwest Quarter of the Southwest Quarter of Section 4, Township 11 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona , said portion described as follows:

The South 5.00 feet of the East 54.66 feet of said parcel.

Jv arb: 19

SCHEDULE B

Order Number: 12420010, 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 for the year 2013.
2. Taxes for the second half 2012, not yet due.
3. 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.
4. 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.

5. Reservations or exceptions in Patent from the United States of America recorded in Book 103 of Deeds, page 73.
6. Easement for water pipes, and rights incident thereto, as set forth in instrument recorded in Docket 1942, pages 289 and 291; and Docket 2353, page 535. (undefined)
7. Matters as disclosed in Affidavit of Disclosure recorded in Docket 12610, page 1732.
8. Matters as disclosed in Affidavit of Disclosure recorded in Docket 13158, page 2618.
9. Provisions within Ordinance No. 2009-63 by Pima County Board of Supervisors; Relating to Zoning recorded in Docket 13599, page 3002.
10. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Sequence No. 2011-1040069.

SCHEDULE B (Continued)

Order Number: 12420010, Amend. No. 1

11. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Sequence No. 2011-2140078.
12. Matters shown on survey recorded in Book 42 of Maps, page 83 and in Book 62 of Record of Surveys, page 41.
13. Deed of Trust in the original amount of \$107,500.00, and any other amounts payable under the terms thereof, dated October 5, 2007, recorded October 11, 2007 in Docket 13158, page 2629, Miguel E. Crisantes and Ines Crisantes, husband and wife, as Trustor, Lawyers Title Agency of Arizona, LLC, limited liability company, as Trustee, and Gregg Allan Vinson and Helen B. Vinson, Trustees of the Gregg Allan Vinson and Helen B. Vinson Family Trust Dated 5/15/02 and Restated 7/16/04, as Beneficiary.

Assignment of Deed of Trust Allan L. Vinson Trust recorded May 28, 2009 in Docket 13567, page 394.

Consent to Easement recorded _____ in Sequence No. _____.
(To be recorded herein.)

14. Terms and conditions of Affordable Housing Agreement and Lien by and between Crisantes Investments LLC (Owner) and Pima County, Arizona, a political subdivision of the State of Arizona (County) recorded March 15, 2011 in Sequence #2011-0740228.

Consent to Easement recorded _____ in Sequence No. _____.
(To be recorded herein.)

15. Terms, conditions, easements, restrictions, covenants, liabilities and obligations as set forth in Easement for utilities recorded _____ in Sequence No. _____.

(To be recorded herein.)

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 Recorders Office.

REQUIREMENTS

Order Number: 12420010, 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. INTENTIONALLY DELETED.
2. MOVED TO SCHEDULE B.
3. MOVED TO SCHEDULE B.
4. INTENTIONALLY DELETED.
5. RECORD an Easement for utilities from Crisantes Investments LLC, an Arizona limited liability company to City of Tucson, a municipal corporation.
6. INTENTIONALLY DELETED.
7. RECORD Consent by _____ as Trustee's of the Allan L. Vinson Trust (current beneficiary of Deed of Trust recorded in Docket 13158, page 2629) to the Easement to be insured herein. Provide names of the Trustee's of said Trust.
8. RECORD Consent by The Board of Supervisors of Pima County, Arizona/Pima County Housing Commission (lienholder under Affordable Housing Agreement and Lien shown in Schedule B) to the Easement to be insured herein.

REQUIREMENTS (Continued)

Order Number: 12420010, Amend. No. 1

NOTE: Records on file for Crisantes Investments, LLC, an Arizona limited liability company disclose the following party authorized to sign in behalf of said LLC: Manager is Miguel E. Crisantes.

NOTE: The Company hereby informs the parties that it has not made a determination of whether or not this transaction is subject to the provisions of A.R.S. 33-422 entitled "Land divisions; disclosure affidavit; recording" and A.R.S. 11-480 entitled "Review of land divisions; definitions". It will be the responsibility of the parties to make this determination; therefore, the Company assumes no liability with respect to these matters.

TAX STATUS NOTE:

Year: 2012
Parcel No.: 222-12-0570
Total Amount: \$4,946.66
First half: \$PAID
Second half: \$2,473.33

(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) 740-8341.

CHAIN OF TITLE (50 YEAR)/VESTING NOTE:

- 1) Deed from E.B. Gardner and Louise Gardner, husband and wife to James C. Hedrick and Margie L. Hedrick, husband and wife recorded April 15, 1959 in Docket 1414, page 42 and Corrected in Deed recorded August 27, 1959 in Docket 1478, page 576;
- 2) Deed from James C. Hendrick and Margie L. Hendrick, husband and wife to Richard J. Mossie, an unmarried man recorded July 10, 1973 in Docket 4550, page 669;
- 3) Letters of Personal Representative in the Matter of the Estate of Richard J. Mossie, Deceased, Probate #20040224 recorded August 5, 2005 in Docket 12610, page 1729. Appointing Cheri Alayne Mossie, as Personal Representative.
- 4) Warranty Deed from Cheri Alayne Mossie, as Personal Representative of the Estate of

REQUIREMENTS (Continued)

Order Number: 12420010, Amend. No. 1

Richard J. Mossie, deceased , Probate #20040224 to Lany Investments, LLC, an Arizona limited liability company, as to an undivided 50% interest and Gregg and Helen Vinson, husband and wife, community property with right of survivorship, as to an undivided 50% interest recorded August 5, 2005 in Docket 12610, page 1736;

5) Warranty Deed from Lany Investments, LLC, an Arizona limited liability company, as to an undivided 50% interest and Gregg and Helen Vinson, husband and wife, community property with right of survivorship, as to an undivided 50% interest to Miguel E. Crisantes and Ines Crisantes, husband and wife , community property with right of survivorship recorded October 11, 2007 in Docket 13158, page 2625;

6) Warranty Deed from Miguel E. Crisantes and Ines Crisantes, husband and wife to Crisantes Investments, LLC, an Arizona limited liability company recorded November 19, 2007 in Docket 13184, page 603.

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

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.