

Tong Michelle

From: Keesler, Paul <pkeesler@orovalleyaz.gov>
Sent: Wednesday, January 9, 2019 12:16 PM
To: Tong Michelle
Cc: Grobstein, Jeff; Lisa Hoskin (Lisa.Hoskin@meritagehomes.com); Burns, James; Greg L. Wexler (gregwexler@hotmail.com); Paul Oland; Sam Mills (Sam.Mills@PulteGroup.com); Simms, Milini; Andrews, Joe
Subject: RE: Glover Rd. Amphi Dedication

Dear Ms. Tong,

This note is intended to provide your organization assurance that the Town of Oro Valley has the intention of accepting the Glover Rd. dedication from Amphitheater School District. The Town Council, through its acceptance of the Saguaros Viejos' rezoning, understood and concurred that it was a public benefit for the Town to accept said street for public maintenance and operation. In addition to the portion that Amphitheater School District will dedicate, the developer(s) of Saguaros Viejos will be dedicating adjacent lands to complete the construction of the new public street cross-section.

Since Amphitheater School District is a government agency (subset of the State of Arizona), this dedication will be considered as a government to government transfer transaction, and therefore can be accepted as is. And the transfer of the "yellow" area can be accomplished via a metes & bounds ROW dedication description. It doesn't necessarily need to be formally platted as a separate parcel with a separate land data base parcel number.

The developer, through their overall improvements will make whatever needed improvements to the street are required in order to meet the rezoning conditions. I hope this satisfies the documentation you need to progress and transfer the ROW sections with your Board of Supervisors approval. Please let me know if you need anything else.

Thank you,

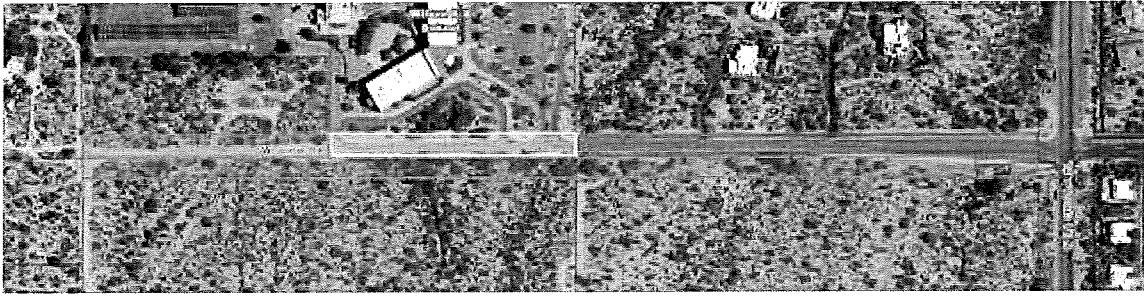
Paul Keesler, P.E.
Director/Town Engineer
Public Works Department
Town of Oro Valley
520-229-4811 (Office) • 520-229-4899 (Fax)

From: Paul Oland [mailto:gpoland@wlbgroup.com]
Sent: Tuesday, November 6, 2018 10:09 PM
To: Keesler, Paul <pkeesler@orovalleyaz.gov>
Cc: Michelle H. Tong J.D. (mtong@amphi.com) <mtong@amphi.com>; Lisa Hoskin (Lisa.Hoskin@meritagehomes.com) <Lisa.Hoskin@meritagehomes.com>; James Burns (jburns@amphi.com) <jburns@amphi.com>; Greg L. Wexler (gregwexler@hotmail.com) <gregwexler@hotmail.com>
Subject: Glover Rd. Amphi Dedication

Hi Paul,

In order to proceed with any dedications, easement abandonments or parcel splits Amphi School District has requested confirmation that OV will accept their portion of the Glover Road right-of-way if they grant it to OV (this refers to the yellow and green areas on the map below). I've explained that the homebuilders will be making the required improvements to Glover per the various rezoning conditions, and that the block plat is already approved to dedicate the southern half of the right-of-way (blue). As you know, we're working on getting various easements abandoned prior to block plat recordation. Lastly, we'll be submitting a minor land

division to separate the yellow strip from the remainder of the school parcel so that it can be dedicated to OV as well.



Could you Reply All to this email confirming that OV will accept the yellow and green areas if Amphi deeds them to OV? If you'd prefer a meeting that would be fine, too.

Thanks,
Paul

Paul Oland

Sr. Project Manager

The WLB Group, Inc.

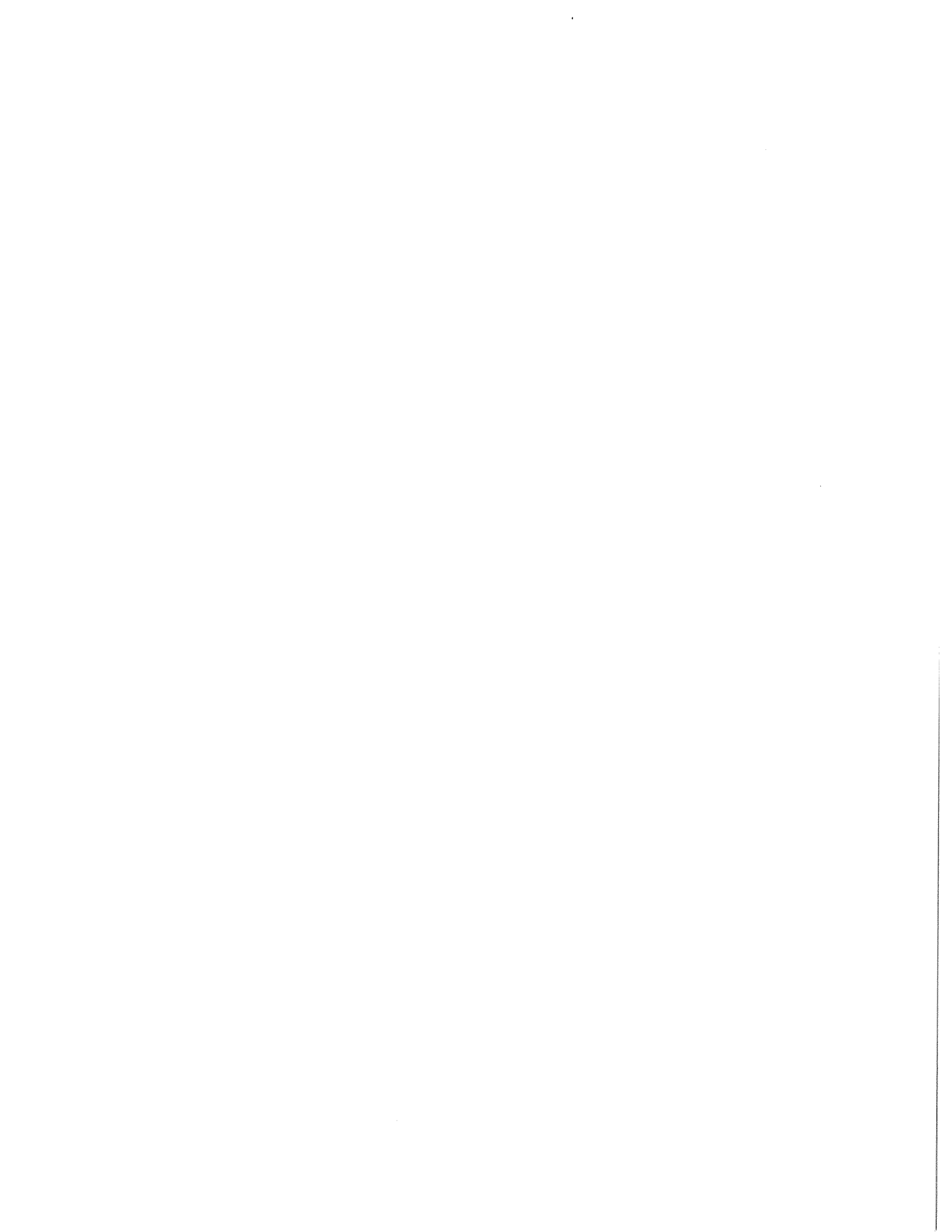
Engineering • Planning • Surveying • Urban Design • Landscape Architecture

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520.881.7480 • 520.881.7492 (fax) • 520.664.4304 (cell)

gpoland@wlbgroup.com



RECORDING REQUESTED BY:
Oro Valley Town Clerk's Office

AND WHEN RECORDED MAIL TO:
Oro Valley Town Hall
11,000 N. La Canada Drive
Oro Valley AZ 85737

QUIT-CLAIM DEED

File No. _____
(Exempt A-3)

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Amphitheater School District No. 10, a _____ of the State of Arizona

hereby Quit-Claim to

The Town of Oro Valley, a Municipal Corporation of the State of Arizona

all right, title, or interest in the following described real property situate in **Pima County, Arizona:**

SEE EXHIBIT "A" ATTACHED HERETO AND A MADE A PART HEREOF.

DATED: _____

The Town of Oro Valley, a Municipal Corporation

A.P.N.:

Quitclaim Deed - continued

File No.:

Date:

STATE OF AZ)
)ss.
 County of Pima)

On _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

 Notary Public



March 7, 2011
WLB No. 199032-A006-1003
W:\LEGALS\199032\GLOVER-SCHOOL.doc

**LEGAL DESCRIPTION OF
GLOVER ROAD
RIGHT-OF-WAY DONATION**

The South 45.00 feet of the East Half of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 4, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Together with the South 45.00 feet of the South half of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) said Section 4;

Except the East 30.00 feet thereof;

Also together with the following described parcel;

The North 35.00 feet of the West 60.00 feet of the East 214.73 feet and the North 30.00 feet of the East 154.73 feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 4;

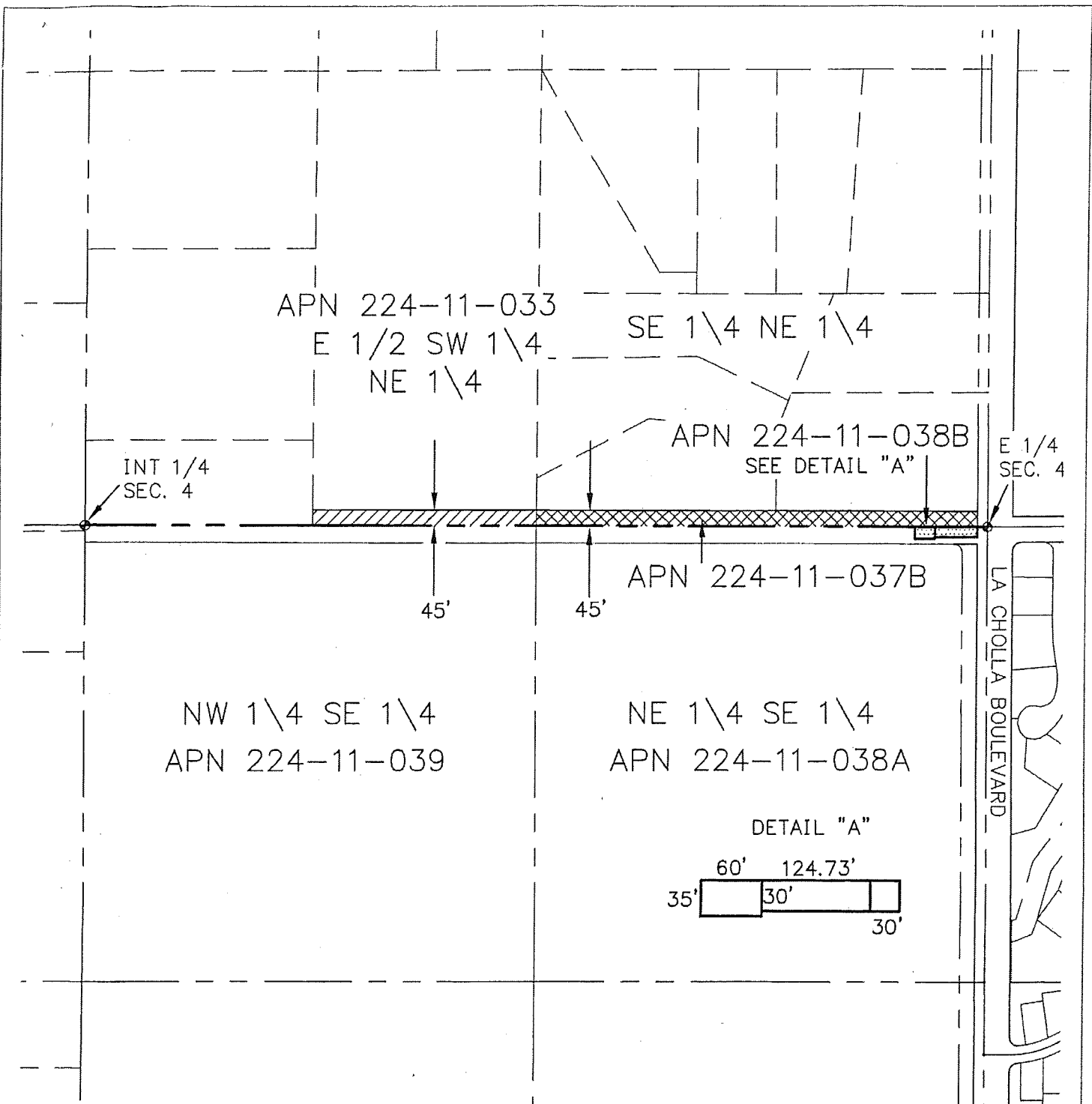
Except the East 30.00 feet thereof.

Prepared by:
THE WLB GROUP, INC

Robert L. Larson, RLS
RLL: rll



EXPIRES 3-31-2014



**EXHIBIT TO ACCOMPANY DESCRIPTION OF
RIGHT OF WAY DONATION
SECTION 4, T. 12 S., R. 13 E., G.&S.R.M.,
PIMA COUNTY, ARIZONA**

1"=400'



WLB# project No. 199062-A006-1003

N:\199032\survey\proposed-row\SCHOOL-ROW.DWG Plotted: Mar. 07,2011

When recorded return to:

Meritage Homes of Arizona, Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attn: Regional Counsel

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That AMPHITHEATER SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, a political subdivision of the State of Arizona (the "**District**"), is the grantee of that certain easement granted pursuant to that certain Deed of Easement dated September 26, 1995, and recorded on October 11, 1995, in Docket 10146, Page 885, Sequence No. 95154743, in the Office of the County Recorder of Pima County, Arizona (the "**Easement**"). The District hereby relinquishes and abandons any and all rights and interests held by District pursuant to the Easement.

All provisions herein shall be binding upon the successors and assigns of the District.

IN WITNESS WHEREOF, this instrument is executed by the District this ____ day of _____, 2019.

AMPHITHEATER SCHOOL DISTRICT NO. 10 OF
PIMA COUNTY, ARIZONA, a political subdivision
of the State of Arizona

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of AMPHITHEATER SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, for and on behalf thereof.

Notary Public

My commission expires:

When recorded return to:

Meritage Homes of Arizona, Inc.
8800 East Raintree Drive, Suite 300
Scottsdale, Arizona 85260
Attn: Regional Counsel

ABANDONMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That AMPHITHEATER SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, a political subdivision of the State of Arizona (the "**District**"), is the grantee of that certain easement granted pursuant to that certain Deed of Easement dated September 26, 1995, and recorded on October 11, 1995, in Docket 10146, Page 897, Sequence No. 95154745, in the Office of the County Recorder of Pima County, Arizona (the "**Easement**"). The District hereby relinquishes and abandons any and all rights and interests held by District pursuant to the Easement.

All provisions herein shall be binding upon the successors and assigns of the District.

IN WITNESS WHEREOF, this instrument is executed by the District this ____ day of _____, 2019.

AMPHITHEATER SCHOOL DISTRICT NO. 10 OF
PIMA COUNTY, ARIZONA, a political subdivision
of the State of Arizona

By: _____
Name: _____
Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of AMPHITHEATER SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, for and on behalf thereof.

Notary Public

My commission expires:

Developer Donation Agreement

This Agreement ("the Agreement") is entered into as of the _____ of _____, 2018, by and between the AMPHITHEATER UNIFIED SCHOOL DISTRICT NO 10 OF PIMA COUNTY, ARIZONA (also known as Amphitheater Public Schools), a political subdivision of the State of Arizona ("District") and _____, an Arizona corporation ("Developer").

RECITALS

A. Developer owns an interest in certain real property in Oro Valley, Arizona, which is more particularly described on "Exhibit A" attached hereto and incorporated by reference herein (the "Property"). Developer is currently developing the Property as a single family residential development commonly known as _____ (the "Project") which is located within the District and the township limits of Oro Valley, Arizona.

B. High quality schools and school facilities are in the best interest of Developer's homebuyers within the Project, who are also the present and future residents of the District;

C. The District is financially constrained in its ability to build and furnish new school facilities by the current system of school and capital funding within the State of Arizona; and

D. Voluntary financial contributions made to the District by the Developer will be utilized to mitigate the impact of the increased student population of the Project upon the District and mitigate the limitation of the District's ability to build and furnish facilities.

AGREEMENT

Therefore, in consideration of the mutual promises and performances set forth herein and the potential impact of the Project on the resources of the District, the parties hereby agree to the following:

1. Payment of Education Donation. Developer agrees to pay the District a voluntary cash contribution totaling _____ (\$____.00) for each planned single-family residential unit ("Dwelling Unit") in the Project which are sold to a third party.

2. Future Development Fees. The parties acknowledge that Developer's financial contributions to the District in accordance with the terms and conditions of this Agreement are intended to satisfy and all obligation of Developer (in connection with Developer's development of the Project) to facilitate the acquisition, development, construction and/or improvement of any and all public school facilities within the District and to address the anticipated impact of Developer's development of the Property on the District. Notwithstanding any provision in this Agreement, if during the development of the Project, any other governmental authority with jurisdiction imposes any development fee, impact fee, dedication requirement or similar fee or charge per dwelling unit, the District will reduce the contribution amount per dwelling unit by the

amount of the development or impact fee, if such fee is assessed to facilitate the acquisition, development, construction and/or improvement of the District's public school facilities.

3. Time and Manner of Payment. The financial for each Dwelling Unit sold by Developer, or its successors or assignees, shall be paid to District at or prior to the close of escrow for each Dwelling Unit within the Project.

4. Assignment and Succession. All of the provisions hereof shall inure to the benefit of and be binding upon the personal representatives, heirs, successors and assigns of District and Developer. Developer may assign its interest hereunder without the prior written consent of District.

5. Party Benefit. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between District and Developer. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

6. Miscellaneous Terms and Conditions.

a. Recitals Incorporated. The recitals set forth above are accepted by the parties to be true and correct and are incorporated herein by this reference.

b. Headings. The descriptive headings of the sections of this Agreement are inserted by convenience only and shall not control or affect the meaning or construction of any of the Agreement's provisions.

c. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by this reference with the same force and effect as if it were fully set forth in the body of the Agreement.

d. Entire Agreement. This Agreement and the attached exhibit constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded and merged in this Agreement. This Agreement shall be governed by the laws of the State of Arizona and is also subject to A.R.S. 38-511.

e. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute one agreement.

f. Representations. Each of the parties represents and warrants to the other that it is duly formed and validly existing in the state of its formation and is good standing in the State of Arizona; that it has full power and authority to enter into and carry out the provisions of this Agreement and all documents and instruments contemplated hereunder; that doing so will not violate or be in conflict with any law, rule, regulation or order of

any agreement to which it is a party or under which it is bound; that this Agreement has been authorized by all necessary action and is the valid and binding obligation of such party.

g. Further Acts. Each of the parties to this Agreement shall promptly and expeditiously execute and deliver all of such documents and perform all of such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

h. Notices. All notices, requests, demand or other communications ("Notices") required or permitted by this Agreement shall be in writing and served by personal delivery, recognized overnight courier service, electronically confirmed telecopy with a follow-up by regular United States Mail, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to the party to receive the same as follows:

If to the District: Legal Department
 Amphitheater Public Schools
 701 West Wetmore Road
 Tucson, Arizona 85705

If to Owner: _____

All Notices shall be effective upon delivery and shall be deemed delivered on the date when actually received, whether notice is given by personal delivery, recognized overnight courier service, electronically confirmed telecopy or by mail. Any party may designate a difference person or entity or change the place to which any Notice shall be given as provided in this Agreement, which Notice shall be effective after the same is actually received by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

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DISTRICT:

**AMPHITHEATER UNIFIED SCHOOL DISTRICT
NO. 10 OF PIMA COUNTY, ARIZONA,**
A political subdivision of the State of Arizona

By: _____

Name: Michelle Tong

Its: Associate to the Superintendent and General Counsel

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Michelle Tong, the Associate to the Superintendent and General Counsel of Amphitheater Unified School District No. 10 of Pima County, Arizona, on behalf of the District.

Notary Public

My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

DEVELOPER:

An Arizona corporation

By: _____

Name: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018 by _____, the _____
of _____, an Arizona corporation.

Notary Public

My commission expires:

RESOLUTION OF THE GOVERNING BOARD OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, APPROVING A DEDICATION OF GLOVER ROAD TO THE TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA FOR USE AS A PUBLIC ROAD, AND AUTHORIZING THE EXECUTION OF RELATED INSTRUMENTS, AND DETERMINATION OF OTHER MATTERS IN CONNECTION THEREWITH.

At a duly called meeting of the governing body of Amphitheater Unified School District No. 10 of Pima County Arizona held on the 29th day of January, 2019, in accordance with all applicable legal requirements, including the Arizona Open Meeting Law, the following resolution was introduced and adopted:

WHEREAS, the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona (“District”) owns real property identified as Glover Road and the Wilson K-8 School in Oro Valley, Pima County, Arizona which is more particularly described in the legal description attached as Exhibit A (the “Property”); and

WHEREAS, the Town of Oro Valley (“Town”) located in Pima County, Arizona has approached the District and confirmed that it will accept a Quit Claim Deed from the District to dedicate the District’s interest in the Property to the Town for use as a public road to be maintained by the Town;

WHEREAS, this dedication of the Property between these two public bodies is required as part of an overall joint plan between the District and Town to improve Glover Road to meet the standards of the Town Plan by widening the road to include a center turn-lane with multi-use paths, sidewalks, multi-use lanes, and diverted water culverts; and

WHEREAS, the Town has conditioned approval of development of adjacent real estate to the south of the Property upon the completion of said improvements of Glover Road by the developers of that adjacent property, at their sole expense, to be completed during the summer of 2020 or 2021 to be least disruptive for the Wilson K-8 School; and

WHEREAS, the dedication of the Property to the Town of Oro Valley, Pima County, Arizona are permitted by Title 15, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA AS FOLLOWS:

Section 1. The terms of the plan for the transitioning the Property to the Town for use as a public road in the form presented during the January 29, 2019 meeting, which are hereby fully incorporated by reference into this Resolution, including the execution of the Quit Claim Deed and the abandonment of the two easements identified during said meeting, are in the best interests of District and are hereby approved;

Section 2. The Quit Claim Deed, as presented during the January 29, 2019 meeting, is hereby approved;

Section 3. The Abandonment of Easement for the slope and drainage easement granted pursuant to the Deed of Easement recorded at Docket 10146, Page 885, Sequence No. 95154743, as presented during the January 29, 2019 meeting, is hereby approved;

Section 4. The Abandonment of Easement for the slope and drainage easement granted pursuant to the Deed of Easement recorded at Docket 10146, Page 897, Sequence No. 95154745, as presented during the January 29, 2019 meeting, is hereby approved;

Section 5. The terms of the Donation Agreement, as presented during the January 29, 2019 meeting, are in the best interest of the District and are hereby approved;

Section 6. The Associate to the Superintendent and General Counsel, Michelle H. Tong, is authorized to execute, acknowledge and deliver the Quit Claim Deed and the Donation Agreement with any changes, insertions and omissions therein as may be approved by her, such approval to be conclusively evidenced by such execution and delivery of said documents.

Section 7. The Associate to the Superintendent and General Counsel, Michelle H. Tong, is further authorized and directed to execute and deliver any and all papers, deeds, contracts, easements, abandonment of easements, instruments, opinions, certificates, affidavits and other documents pertaining to or connected with the transfer of the Property to the Town for use as a public road and completion of the Donation Agreement(s), as well as to do, or cause to be done, any and all other acts and things necessary or proper for carrying out this Resolution and the plan approved for the Property by this Governing Board of January 29, 2019.

The undersigned further certifies that the above resolution was approved by the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona on January 29, 2019, and remains in full force and effect.

Executed on this 29th day of January, 2019 by:

Governing Board Members:

Vicki Cox Golder
President

Susan Zibrat
Vice-President

Scott K. Baker, Ph.D.

Deanna M. Day, M.Ed.

Matthew A. Kopec

EXHIBIT A

The South 45.00 feet of the East Half of the Southwest Quarter (SW 1\4) of the Northeast Quarter (NE 1\4) of Section 4, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Together with the South 45.00 feet of the South half of the Southeast Quarter (SE 1\4) of the Northeast Quarter (NE 1\4) said Section 4;

Except the East 30.00 feet thereof;

Also together with the following described parcel;

The North 35.00 feet of the West 60.00 feet of the East 214.73 feet and the North 30.00 feet of the East 154.73 feet of the Northeast Quarter (NE 1\4) of the Southeast Quarter (SE 1\4) of said Section 4;

Except the East 30.00 feet thereof.

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