



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/03/2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

Amazon.com Services, LLC, a Delaware limited liability company

***Project Title/Description:**

Agreement to Donate an Exclusive Easement Across Real Property, Acq-1058

***Purpose:**

Pima County Flood Control District (the "District") will acquire, by donation, an exclusive easement over 3.63 acres for drainage, trail, sewer and utility purposes. The easement is located along the west bank of the Santa Cruz River north of Ina Road in T12S/R12E/S35, G&SRM, Pima County, Arizona.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Acceptance of the exclusive easement for the aforementioned public uses.

***Public Benefit:**

Acceptance of the easement will allow for relocation of a segment of the C.H. Loop and its reconstruction out of the typical stormwater flow area of the Santa Cruz River. The easement also provides an area for the new Continental Ranch Forced Main construction under the relocated path and out of the typical stormwater flow of the Santa Cruz River. A separate IGA between Pima County and the District will address the transfer and use by the Regional Wastewater and Reclamation Department of the District's rights under this easement.

***Metrics Available to Measure Performance:**

The District will acquire 3.63 acres of exclusive easement for the not-to-exceed closing cost amount of \$5,000.

***Retroactive:**

No

Location Maps Attached

TO: COB 4-19-22
Vers: 1
Pgs: 24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 22*0338
Commencement Date: 5/3/2022 Termination Date: 11/2/2022 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 5,000.00 Revenue Amount: \$

*Funding Source(s) required: Wastewater Capital Projects

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jim Rossi

Department: Real Property Services

Telephone: 724-6318

Department Director Signature:

Date: 4/14/2022

Deputy County Administrator Signature:

Date: 4/14/2022

County Administrator Signature:

Date: 4/15/2022

DEPICTION OF EXHIBIT "A"

LOCATION MAP

226-32-012C
PCRFC

226-32-013C
AMAZON.COM SERVICES LLC

L=126.89' R=518.50'
Δ=14°01'20"

L=1420.63'
R=1861.24'
Δ=43°43'55"

226-32-013D
PCRFC

L=180.99'
R=518.50'
Δ=20°00'00"

226-32-016A
AMAZON.COM SERVICES LLC

L=264.79'
R=1846.24'
Δ=8°13'03"

226-32-015D
PCRFC

226-32-016B
AMAZON.COM SERVICES LLC

N89°21'52"E
66.94'

S82°35'16"W
RAD

BCSM IN HH
w/PUNCH

35

T12S

T13S

INA ROAD

N89°24'17"E

2626.96'

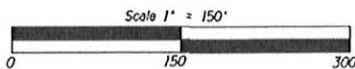
N0°35'43"W

75.00'

743.08'

35 | 36

POC 2"BD in conc
"RLS. 19862 2019"



TUCSON, ARIZONA
PIMA COUNTY

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 33307
RONALD J. BARBALA
Exp. 1-20-28
ARIZONA USA

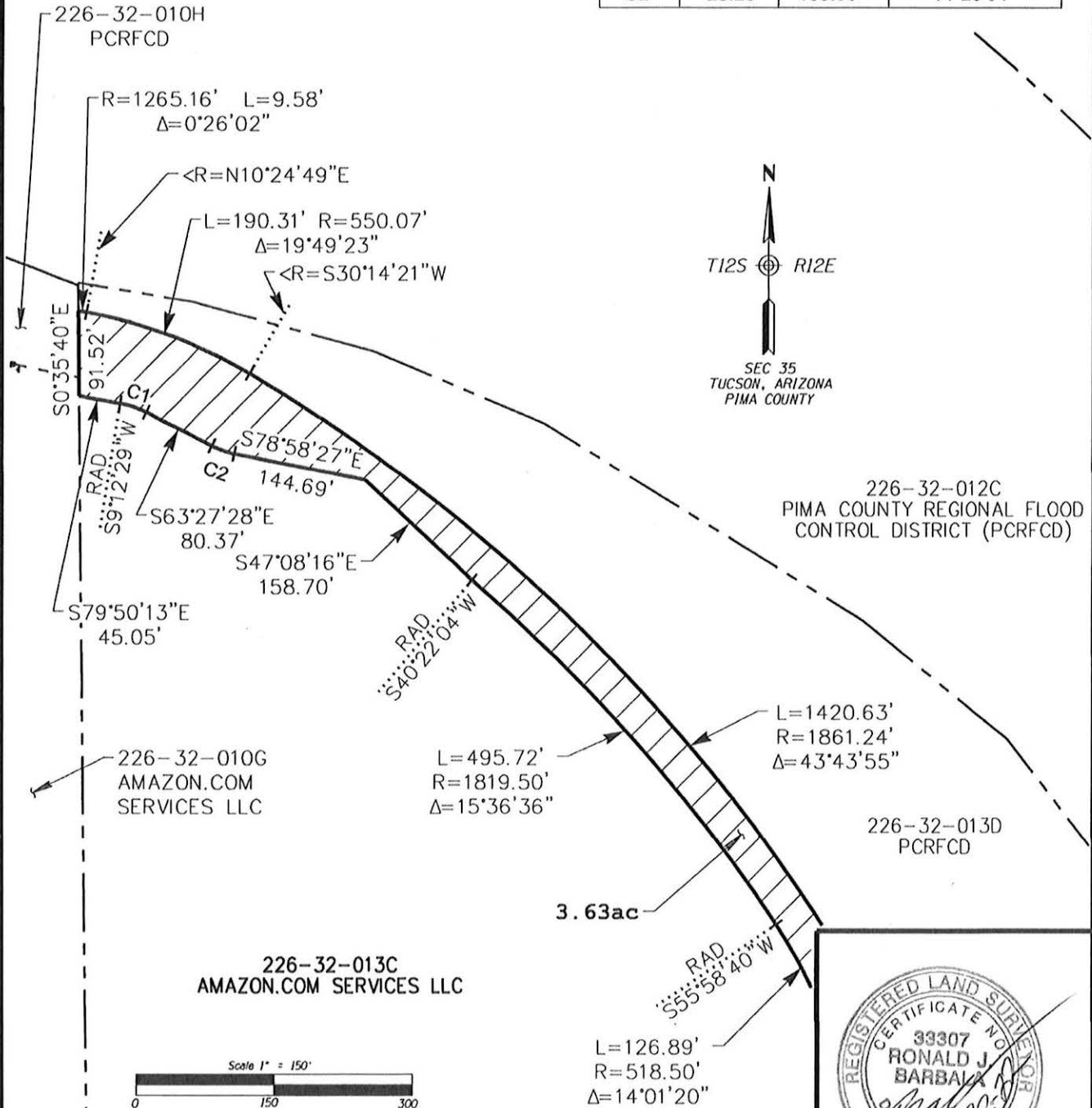
PROJECT: 211582 CRRPS Force Main
Geomatics Consulting Group
1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027
623.580.0921

LOCATION: TUCSON, ARIZONA
SURVEY / DATE: N/A
DRAWN / DATE: W. COLLINS 1/2022
SHEET: 3 of 4

DEPICTION OF EXHIBIT "A"

LOCATION MAP

Curve	Length	Radius	Central Angle
C1	30.25'	100.00'	17°20'03"
C2	25.28'	100.00'	14°29'04"



PROJECT: 211582 CRRPS Force Main
Geomatics Consulting Group
 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027
 623.580.0921

LOCATION: TUCSON, ARIZONA
 SURVEY / DATE: N/A
 DRAWN / DATE: W. COLLINS 1/2022
 SHEET: 4 of 4



ADV Contract Number: CT-RPS-22*0338

AGREEMENT TO DONATE AN EASEMENT

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

- 1.1. Donor: Amazon.com Services LLC, a Delaware limited liability company
- 1.2. Donee: Pima County Flood Control District, a political taxing authority of the State of Arizona
- 1.3. Donee's Maximum Closing Costs: not to exceed Five Thousand Dollars (\$5,000.00)
- 1.4. Title Company: Title Security Agency, a First American Title Insurance Company, Attn: Lori Schroeder, One South Church Ave, Suite 1610, Tucson, AZ 85701, 520-740-0424.
- 1.5. Effective Date: the date Donor and Donee have approved and accepted this Agreement by affixing their signatures. The date Donee executes this Agreement is the date this Agreement is signed by the Chair of the Board of Directors.
- 1.6. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon, if any.
- 1.7. Easement: an exclusive multipurpose easement in, on, under, over, across and through the Property for the purpose of drainage, public utilities, public sewer and public recreational uses that is intended to be donated herein.
- 1.8. Removed Exceptions: item #9 on **Exhibit B**

Attention: General Counsel (Real Estate (NA Ops): DAZ4)
Attention: NA Ops Asset Management (DAZ4)

Each with an address of:
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206)266-1000

With copies to:

naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com;
na-realestate@amazon.com; naops-rent@amazon.com

using the subject line - **Re: DAZ4**

and including the following in the subject or email body:

- site's state or country;
- reason for the notice
(e.g., default, cease & desist, bribery or anti-corruption).

With copies to:

Seyfarth Shaw LLP
Attn: Sean Mizokawa
999 3rd Ave #4700
Seattle, WA 98104
E-mail: smizokawa@seyfarth.com

With copies to:

C/O Van Trust; Attn: Dave Denley
2525 E. Camelback Rd, #880, Phoenix, AZ 85016

1.10. Donee's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701; E-mail: jeffrey.teplitsky@pima.gov

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

3. **Background & Purpose.**

3.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 3.65 Acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all

3. **Background & Purpose.**

3.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 3.65 Acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**");

3.2. Donor desires to donate the Easement to Donee; and

3.3. Donee desires to accept the Easement, subject to the express terms and conditions of this Agreement.

4. **Donation.**

4.1. Donor agrees to donate the Easement to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

4.2. Donor will execute the Easement in substantially the same form attached as **Exhibit C** and any and all related documents to grant the Donee an exclusive easement defined above.

4.3. Having been fully informed of the right to have the easement rights appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agree that the decision to donate the Property was voluntary and made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

5. **Inspection and Access.**

5.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) (each a "**Consultant**") shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours' notice by email to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Prior to any entry upon the Property by Donee or Consultant, Donee and any Consultant entering the Property will deliver to Donor evidence that Donor is included as an additional insured on a primary and noncontributory basis on Donee's (as applicable) and such Consultant's liability insurance coverage issued with combined single limits of not less than \$2,000,000 per occurrence.

Any Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than \$2,000,000, and shall provide evidence that Donor is named as an additional insured on such policy prior to entering the Property. Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Consultant, as a result of such Inspection.

5.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

5.3. Public Records.

5.3.1. Disclosure; Pursuant to A.R.S. § 39-121 et seq., all documents submitted to County related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

5.3.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of the documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request

is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

5.4. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

5.5. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

5.6. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

6. **Donor's & Donee's Covenants.**

6.1. Donee agrees to construct improved erosion and flood protection along the Santa Cruz River within the Property substantially as designed and shown by the attached **Exhibit D**. The Donor remains responsible for any modification or approvals to its development plans and all on site improvements approved by the Town of Marana for Donor's remaining property holdings.

6.2. Donor has reviewed and approved the erosion and flood protection plan as shown by the attached **Exhibit D** and has graded the Property in accordance with the attached **Exhibit D**, compacted the graded areas to at least 95% and to within two tenths (.2) of a foot of the final elevations, all of which has been accepted by Donor and Donee.

6.3. To the extent allowed by law, Donee may be held liable by Donor if construction of said revised erosion and flood protection improvements shown by the attached **Exhibit D** are not completed by August 1, 2022 and flood waters from the Santa Cruz River causes the Donor to incur a loss as a direct result of the Donee's failure to complete the improvements.

6.4. Any proposed modifications to the attached **Exhibit D** must be approved by Donor, which approval will not be unreasonably withheld, conditioned or delayed, but which may be withheld if the modifications would interfere with Donor's approved development.

7. **Donor's Covenants.**

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

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

7.3. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

7.4. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

8. **Closing.**

8.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

8.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any, will not be prorated and will remain the obligation of the Donor.

8.3. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

8.3.1. an executed Easement ("**Easement**") in the form of **Exhibit C** attached, granting an exclusive easement to the Property subject only to the Permitted Exceptions;

8.3.2. possession of the Property.

8.4. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs will not exceed Donee's Maximum Closing Costs.

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

<u>Exhibit A</u>	Description of Property
<u>Exhibit A-1</u>	Depiction Showing Property
<u>Exhibit B</u>	Permitted Exceptions for Property
<u>Exhibit C</u>	Form of Easement for Property
<u>Exhibit D</u>	Erosion and Flood Protection Plan

10. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law. The Parties hereby knowingly and intentionally waive any such right of specific performance or injunctive relief. To the extent a Party seeks damages, the recovery is limited to actual damages. Notwithstanding anything to the contrary contained herein, an event of default by Donor will not be deemed to have occurred unless and until Donor has failed to cure within ten (10) days of receipt of notice from

Donee of such default. The requirements of this Section shall survive termination of this Agreement. Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

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

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

11.2. Binding Agreement. All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

11.3. Governing Law. This Agreement shall be construed under the laws of the State of Arizona.

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

11.5. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. If it is determined the terms of this Agreement conflict with the terms of the Easement attached as **Exhibit C** herein, the terms of the signed and recorded Easement shall apply.

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

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

warranties as are expressly set forth herein.

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

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

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

11.11. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

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

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

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

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

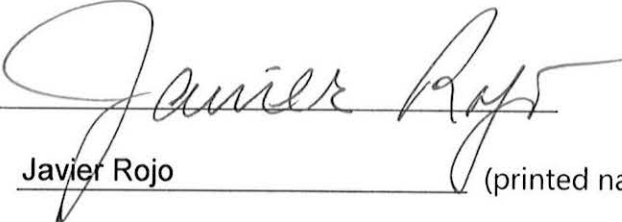
11.16. Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF DONOR AND DONEE WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN DONOR AND DONEE ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

11.17. Anti-Corruption. Donee will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Agreement.

11.18. Assignment. Donee shall not assign this Agreement to any other party without Donor's prior written consent.

The Parties have signed this Agreement on the dates set forth below.

Donor: Amazon.com Services LLC, a Delaware limited liability company

BY: 

Javier Rojo (printed name)

ITS: Authorized Signatory

Date: April 7, 2022

Donee:

Pima County Flood Control District, a political taxing authority of the State of Arizona

Chairman, Board of Directors


Date

ATTEST:

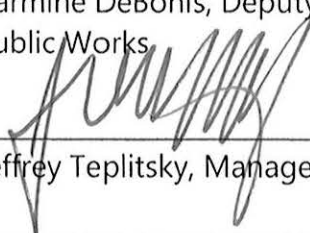
Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:


 4/14/2022

Carmine DeBonis, Deputy County Administrator for
Public Works



Jeffrey Teplitsky, Manager, Real Property Services

APPROVED AS TO FORM:

 April 12, 2022

Kathryn Ore, Deputy County Attorney

TAX PARCEL NUMBER: Portions of 226-32-013C & 016A



EXHIBIT 'A' LEGAL DESCRIPTION

A portion of those parcels described in Sequence Number 2021-2520816, records of Pima County, within Section 35, Township 12 South, Range 12 East of the Gila and Salt River Baseline and Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the Standard Section Corner common to Sections 35 and 36 of said Township marked by a 2" diameter brass cap stamped "RLS 19862 2019" in the centerline of Ina Road;

thence S89°24'17"W, towards a brass cap in hand hole occupying the Standard ¼ Section Corner of said Section 35 (Basis of Bearings), along the south Township line of said Township 743.08 feet;

thence N0°35'43"W 75.00 feet to the north right-of-way of Ina Rd and most southeasterly corner of said parcel and POINT OF BEGINNING;

thence N0°36'44"W 239.92 feet along said parcel's eastern boundary line;

thence N89°21'52"E 66.94 feet to a non-tangential curve to the left having a radial bearing of S82°35'16"W;

thence 264.79 feet along said curve, concave southwesterly, having a radius of 1846.24 feet through a central angle of 8°13'03" to a non-tangential curve to the left having a radial bearing of S73°57'53"W;

thence 1420.63 feet along said curve, concave southwesterly, having a radius of 1861.24 feet through a central angle of 43°43'55" to a tangential curve to the left;

thence 190.31 feet along said curve, concave southerly, having a radius of 550.07 feet through a central angle of 19°49'23" to a non-tangential curve to the right having a radial bearing of N10°24'49"E;

thence 9.58 feet along said curve, concave northerly, having a radius of 1265.16 feet through a central angle of 0°26'02";

thence, departing said eastern boundary line, S0°35'40"E 91.52 feet;

thence S79°50'13"E 45.05 feet to a non-tangential curve to the right having a radial bearing of S9°12'29"W;

thence 30.25 feet along said curve, concave southerly, having a radius of 100.00 feet through a central angle of 17°20'03";

thence S63°27'28"E 80.37 feet to a tangential curve to the left;

thence 25.28 feet along said curve, concave northerly, having a radius of 100.00 feet through a central angle of 14°29'04";

thence S78°58'26"E 144.69 feet;

thence S47°08'16"E 158.70 feet to a non-tangential curve to the right;

thence 495.72 feet along said curve, concave southwesterly, having a radius of 1819.50 feet through a central angle of 15°36'36" to a tangential curve to the right;

thence 126.89 feet along said curve, concave southwesterly, having a radius of 518.50 feet through a central angle of 14°01'20";

thence S20°00'00"E 203.90 feet to a tangential curve to the right;

thence 180.99 feet along said curve, concave westerly, having a radius of 518.50 feet through a central angle of 20°00'00";

thence S0°00'00"W 524.00 feet to the north right-of-way of Ina Rd;

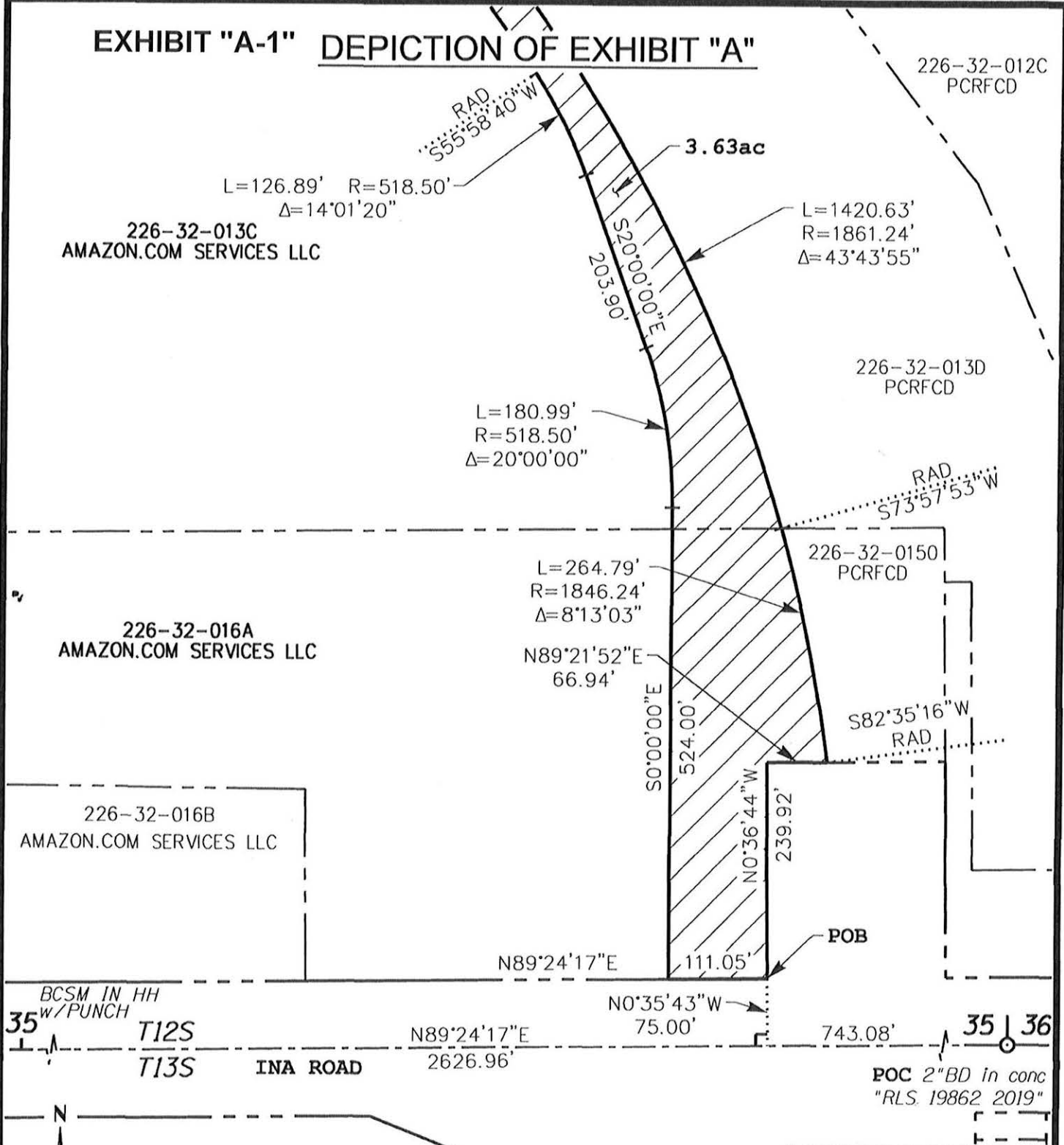
thence N89°24'17"E 111.05 feet to the POINT OF BEGINNING.

containing approximately 3.65 acre.

END OF DESCRIPTION

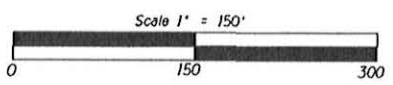
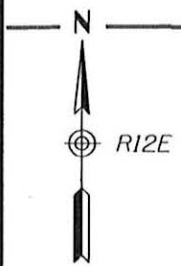


EXHIBIT "A-1" DEPICTION OF EXHIBIT "A"

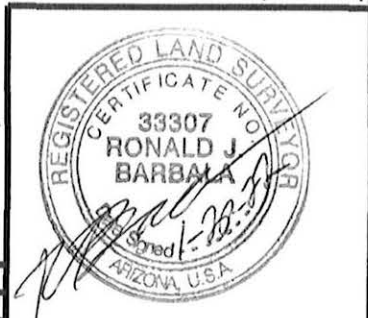


BCSM IN HH
w/PUNCH

INA ROAD
 $N89^{\circ}24'17''E$ $2626.96'$ $N0^{\circ}35'43''W$ $75.00'$ $743.08'$



TUCSON, ARIZONA
PIMA COUNTY

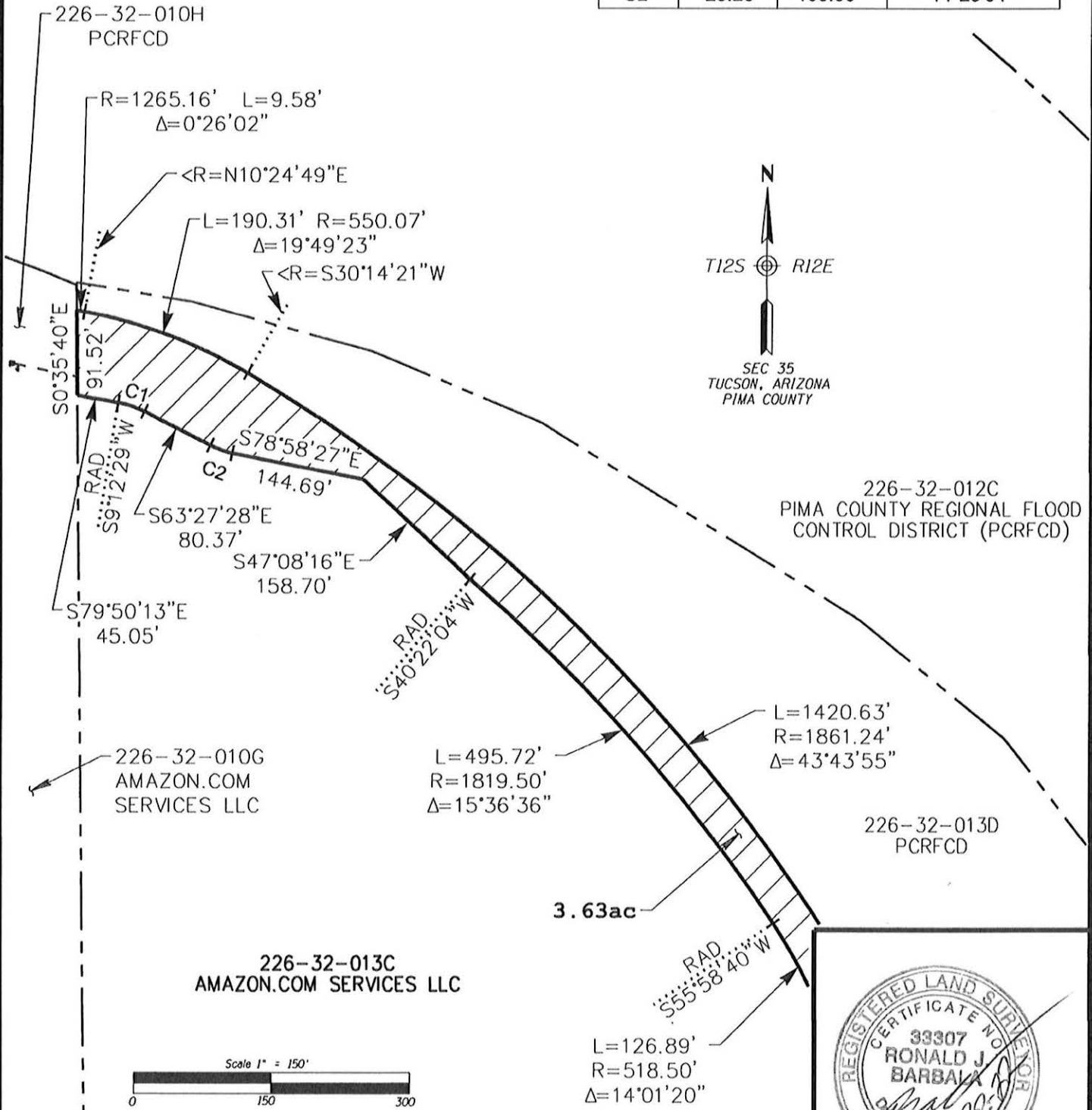


PROJECT:	211582 CRRPS Force Main	LOCATION:	TUCSON, ARIZONA
Geomatics Consulting Group 1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027 623.580.0921		SURVEY / DATE:	N/A
		DRAWN / DATE:	W. COLLINS 1/2022
		SHEET:	3 of 4

EXHIBIT "A-1"

DEPICTION OF EXHIBIT "A"

Curve	Length	Radius	Central Angle
C1	30.25'	100.00'	17°20'03"
C2	25.28'	100.00'	14°29'04"



226-32-013C
AMAZON.COM SERVICES LLC



PROJECT:	211582 CRRPS Force Main	LOCATION:	TUCSON, ARIZONA
		SURVEY / DATE:	N/A
		DRAWN / DATE:	W. COLLINS 1/2022
		SHEET:	4 of 4



Geomatics Consulting Group
1745 W. Deer Valley Rd. Ste. 118 Phx., Az. 85027
623.580.0921

EXHIBIT "B"

Order Number: 504-242762 JC

Exceptions

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. 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.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the subsequent effective date hereof but prior to the date the proposed Insured acquires of records for value the estate or interest or mortgage thereon covered by this Public.
8. TAXES for the second half of 2021, a lien, not yet due.
9. 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.
10. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
11. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
12. Liabilities and Obligations imposed upon said land by reason of its inclusion with the following named districts: Cortaro-Marana Irrigation District
Cortaro Water User's Association

13. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion.
14. Established and/or existing roads, highways, rights-of-way or easements.
15. RESERVATION of all underground or percolating waters in Cortaro Water Users Association as set forth in instrument recorded in Book 314 of Deeds, page 445, EXCEPT such water as may be used by owners and inhabitants for domestic purposes
16. RIGHTS OF CORTARO-MARANA IRRIGATION DISTRICT to secure additional land on each side of their Right of Way and easements as may be necessary for the proper maintenance of canals, laterals and ditches as set forth in instrument recorded in Book 107 of Miscellaneous Records, page 151
17. Easement(s) for communication facilities and rights incident thereto as set forth in Book 103 of Miscellaneous Records at page 225.
18. Roadways and easements and licenses granted to the State of Arizona, to remove mineral aggregate, reservations, licenses, matters affecting the property as the result of lying within the Santa Cruz Valley Irrigation District as set forth in Deed recorded in Docket 1989 at page 341.
19. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Docket 5408 at page 391, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.
20. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Purpose Development Agreement recorded in Docket 9024 at page 1026.
21. MATTERS shown on survey recorded in Book 52 of Surveys at page 82
22. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 12358 at page 1888.
23. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Marana Ordinance No. 2000.16 relating to zoning recorded in Docket 11379 at page 1696.
24. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Marana Ordinance No. 2014.025 relating to development recorded in Sequence No.: 20143390101
25. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Amended and Restated Easement Agreement recorded in Sequence No.: 20212520798
26. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Amended and Restated Easement Agreement recorded in Sequence No.: 20212520818

EXHIBIT "C"

MULTIPURPOSE EASEMENT

1. **Easement to Pima County Flood Control District.** Amazon.com Services LLC, a Delaware limited liability company (Grantor"), does hereby grant to PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona, ("District"), a perpetual permanent exclusive easement (the "Easement") in, on, under, over, across and through the real property described on the attached **Exhibit A** and depicted on the attached **Exhibit A-1** (the "Property"), for the following uses (the "Permitted Uses"):

- 1.1. construction and maintenance of drainage improvements including alteration of the grade and gradient of Grantor's property; dislocation and removal of soil or other materials; the addition of fill materials; and the construction, maintenance, repair or replacement of other improvements, structures, landscaping, or stabilizing systems related thereto and the flow or retention of water
- 1.2. non-motorized ingress and egress for public trails and public recreational uses;
- 1.3. the construction, installation, maintenance, repair, operation, replacement and removal of utility lines, sewer lines and related appurtenances;
- 1.4. the preservation of natural open space purposes;
- 1.5. the erection of signs as compatible with conservation and trail purposes;
- 1.6. the alteration of the grade and gradient of Grantor's property, including the dislocation and removal of soil and other materials, or the addition of fill materials;
- 1.7. the installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related thereto; and
- 1.8. any use ancillary or related to the foregoing uses.

2. **Indemnification.** To the fullest extent permitted by law and in connection with the Permitted Uses under this Easement, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees) for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers or a breach of this Easement by Indemnitor.

3. **Contractors.** All contractors and subcontractors performing work on the Property pursuant to this Easement shall be insured and bonded. All such contractors and subcontractors shall maintain worker's compensation, employer's liability and commercial general liability insurance coverage with limits not less than the minimum amounts required by law and require Grantor be included as an additional insured on contractor's commercial general liability policy. District shall request by such contractors and subcontractors, and shall further request that all such contractors and subcontractors agree to indemnify Grantor from any liability arising out of the acts or omissions of said contractors or subcontractors, pursuant to A.R.S. § 34-226(B).

4. **Reports.** District agrees to provide Grantor with copies of all written archaeological, geotechnical, environmental or utility reports received by District as a result of work done pursuant to this Easement.

5. **Compliance with Laws.** All rights granted to District hereunder shall be subject to applicable laws and District shall use the Property in accordance with all applicable laws. District shall not permit any hazardous materials to be released on or about the Property.

6. **Work; Liens, Access.** In performing any construction, installation, maintenance, or replacements of improvements contemplated in the Permitted Uses under this Easement ("Work"), District shall (i) be responsible for obtaining permits and approvals required for the Work; (ii) keep the Property free from any liens that might arise as a result of the Work on the Property; (iii) perform the Work expeditiously and in a good and workmanlike fashion; and (iv) provide Grantor with written notice at least ten (10) days' prior to commencing the Work; except in the case of an emergency where District shall provide notice as soon as reasonably practicable. District will construct the Work in accordance with the Agreement to Donate an Easement between Grantor, and the District, as amended from time to time ("Donation Agreement") and, for the avoidance of doubt, except for maintenance or replacement of existing improvements, District shall not perform any of the Work that has not been approved by the Grantor under the terms of the Donation Agreement or by Grantor's prior written approval. In addition to the obligations of the District contained herein, Grantor may impose such commercially reasonable conditions and requirements for District to perform Work on the Property to minimize the disruption and interference with the business and operations conducted on the Property and to protect the health, safety, and welfare of the Grantor, Grantor's employees, guests, and invitees, as well as the public in general, including without limitation requiring each person to comply with Grantor's reasonable security and confidentiality measures. Grantor will have the right to have a representative present to observe all Work undertaken on the Property to assure that all requirements and conditions for entry are complied with; and if such representative determines that any such activities are not being conducted in such compliant manner, then such representative will have the right and power to require the cessation of the non-compliant activity unless and until such compliance is established and maintained.

7. **Maintenance of the Property.** District, at its sole cost and expense, shall maintain the Property and shall repair or replace any improvements thereon as necessary.

8. **Access to Property.** District and/or the public may enter on the Property at all reasonable times consistent with the Permitted Uses subject to the terms herein.

9. **Regulation of Property.** District shall have the right to establish and enforce regulations concerning us of the Property consistent with the terms of this Easement.

10. **Condition of Property; Encumbrances.** District acknowledges that it (i) has physically inspected the Property; and (ii) accepts the Property "AS IS" and "WHERE IS" with full knowledge of the conditions thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Except as expressly provided herein, Grantor makes no representations, statements, warranties or agreements to District in connection with this Easement or the Property. This Easement is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Property and appearing of record in the records of Pima County, Arizona to the extent the same are in effect and enforceable against the Property. Grantor shall not allow the Property to be encumbered in such a manner that would impede District's use of the Property as authorized herein.

11. **Assignment.** District may, either voluntarily or by operation of law, assign or transfer this Easement, or any part thereof, including all rights and obligations herein, to another government agency.

12. **Runs With the Land.** The Easement is a covenant that runs with the land. All grants, covenants and conditions of these easements shall inure to the benefit of and be binding upon the successors in interest to the District and Grantor.

13. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this Easement. Each Party further waives any right to consolidate any action in which a jury trial has been waived hereunder with any other action in which a jury trial cannot be or has not been waived.

14. **Attorney Fees.** The prevailing Party in any action to enforce this Easement will be entitled to receive from the other Party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing Party in such action.

15. **No Waiver.** A Party's failure to insist on strict performance of any part of this Easement will not be construed as a waiver of the performance in any other instance. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Easement by course of dealing, or other defense of any nature to any obligation arising hereunder.

16. **Governing Law; Venue.** Construction and interpretation of this instrument will be governed by laws of the state of Arizona, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this instrument or about its interpretation will be resolved exclusively in the state or federal courts located in Pima County, Arizona.

17. **Counterparts; Electronic signatures.** This Easement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature.

18. **Severability.** The Parties agree that if any portion of this Easement is deemed to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provision shall not affect the legality, validity or enforceability of the remainder of this Easement.

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

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

21. **Entire Agreement.** This Easement is the entire Agreement of the Parties respecting the subject matter hereof. Other than the above mentioned Donation Agreement there are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

22. **Cancellation for Conflict of Interest.** This Easement is subject to cancellation for a conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Easement by reference.

[Signatures on following pages]

Exhibit Only - Do Not Sign

GRANTOR

Amazon.com Services LLC, a Delaware limited liability company

Dated: _____

By: _____

Its: _____

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20__.

[Signature of Notary]

[Print Name of Notary]

Notary Public in and for the State of

_____, residing at _____

My commission expires: _____

Exhibit Only - Do Not Sign

DISTRICT

Pima County Flood Control District, a political taxing authority of the State of Arizona

Dated: _____

By: Jeffrey Teplitsky
Pima County Real Property Director

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2022 by Jeffrey Teplitsky as Pima County Real Property Director for the Pima County Flood Control District, a political taxing authority of the State of Arizona.

Notary Public

My Commission Expires:

Board of Supervisors Approval:			
Agent: JR	File #: Acq-1058	Activity #:	P [] De [] Do [] E [X]

Exhibit Only - Do Not Sign

EXHIBIT "D"

