



Contract Number: CTN. PW. 15 x 067  
Effective Date: 12-16-14  
Term Date: 12-16-14  
Cost: \_\_\_\_\_  
Revenue: ☒ \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: 9-1-16  
Term: 12-16-14  
Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 12/16/2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

This Intergovernmental Agreement is being entered into so that Pima County can construct a portion of the new Aerospace Parkway across City of Tucson property. The agreement and the exhibits attached to the agreement provide the terms and boundaries for the construction and subsequent maintenance of the roadway.

The agreement is necessary so that the County can build the new roadway which will enhance Pima County's Economic Development Plan 2012-2014. It will allow for the protection and expansion of the Raytheon Missile Systems facility by providing the necessary spacing needed for the required safety arc clear zone.

**STAFF RECOMMENDATION(S):**

It is recommended the the Pima County Board of Supervisors approve this Intergovernmental Agreement.

Page 1 of 2

Ver. - 1  
Vendor - 1  
Pg. - 45  
TO: CHH - 12-10-14  
CAB - 12-11-14  
Agenda - 12-16-14  
Addendum (1)

Procure Dept 12/10/14 PM09:24

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

FUNDING SOURCE(S): \_\_\_\_\_  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

☐ YES ☒ NO

Board of Supervisors District:

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ All ☐

---

**IMPACT:**

**IF APPROVED:**

The Intergovernmental Agreement will provide for the basis for orderly and planned growth in the south Tucson area. It will be consistent with the The Pima County Economic Development Plan 2012-2014. The approval will provide for adequate buffering of Raytheon for their future expansion and the development of a major aerospace, defense and technology business environment. Intercontinental and international rail lines will be easily accessible.

**IF DENIED:**

If denied Raytheon's ability to expand and provide continued economic growth in the area will be impeded. Denial will hinder an orderly and viable growth pattern in the southern part of Tucson. Denial will be in direct conflict with the Pima County Economic Development Plan 2012-2014 by limiting the feasibility and likelihood of an aerospace, defense and technology park development, which will have a drastic economic impact on the area.

---

DEPARTMENT NAME: Real Property Services

CONTACT PERSON: Neil J. Konigsberg TELEPHONE NO.: 520-724-6582

---

# INTERGOVERNMENTAL AGREEMENT FOR THE RELOCATION OF HUGHES ACCESS ROAD AND THE CONSTRUCTION AND MAINTENANCE OF AEROSPACE PARKWAY

- Page 1

4.3. County was granted an easement by the Department of the Air Force for a public right of way by that certain document recorded in the Office of the Pima County Recorder in Docket 6598 at Page 883. That portion of said Easement across the property described and depicted on **Exhibits B and B-1**(the "**Existing Easement**") is currently a portion of the Hughes Access Road connection to Alvernon Way which is now within the incorporated limits of the City of Tucson. The real property containing the Existing Easement is owned by City and is leased to the Tucson Airport Authority Inc. (the "**TAA**" and the "**TAA Lease**"), subject to the Existing Easement.

4.4. City owns the property legally described and depicted on **Exhibits C and C-1** (the "**City Property**"). The City Property is a portion of the public right of way needed for the southerly extension of Alvernon Way.

4.5. County desires to acquire rights through, over, in and across the City Property to facilitate the design and construction of the southerly extension of Alvernon Way. For so long as County maintains the rights of way subject to this Agreement and the Project Improvements, County shall have real property interests in and control of such right of way and facilities.

4.6. City desires that the County release any interest it may have in the Existing Easement upon completion of the Project Improvements.

## 5. **Obligations of County**

5.1. Establishing Project Right of Way. County agrees to acquire public right of way through, over, in and across TAA property needed for the Project pursuant to the terms of a separate Acquisition Agreement and being legally described on **Exhibit D** and depicted on **Exhibit D-1** (the "**TAA ROW**"). The County shall also establish public right of way through, over, in and across County property needed for the Project and being legally described on **Exhibit E** and depicted on **Exhibit E-1** (the "**County ROW**"). The City Property, the TAA ROW and the County ROW are collectively the "**Project right of way**".

5.2. Construction of Project Improvements. County shall be responsible for planning, designing, and constructing the Project Improvements, which shall be designed and built to County standards at County's sole cost and expense.

5.3. Naming. After construction of the Project Improvements in accordance with this Agreement, County will designate the name of the realigned Hughes Access Road as the Aerospace Parkway.

5.4. Release of Existing Easement. County agrees to release and quitclaim any interest it may have in the Existing Easement by recording a release in the form of **Exhibit F**, after the Project Improvements are constructed and open for travel by the public.

5.5. Maintenance by County. Upon completion of the construction of the Project right of way and Project Improvements, County shall have sole responsibility for maintenance of the Project Improvements. Pursuant to Section 9 of the Intergovernmental Agreement between County and City executed and approved by County Resolution No. 2006-295, dated November 14, 2006, and City Resolution No. 20559, dated January 17, 2007, relating to roadway maintenance of listed right of way (the "**Maintenance IGA**"), County hereby agrees that the listing of streets to be maintained by County shall be revised to include South Alvernon Way, the South Access Road, and the Aerospace Parkway as of completion of the Project Improvements.

5.6. Cessation of Use or Maintenance. For so long as County maintains the Project right of way and the Project Improvements under this Agreement, County shall retain real property interests in and control of such right of way and facilities. When County's maintenance of the Project Improvements ceases, County shall release and convey to City all of its interests in the Project right of way within the City limits underlying the Project Improvements that County no longer maintains.

## 6. **Obligations of City.**

6.1. Grant of Temporary Construction Easement. In consideration of the benefits to be realized by the public in connection with the construction of the Aerospace Parkway, City, as Grantor, agrees to grant a Temporary Construction Easement ("TCE") to County, as Grantee, in the form attached hereto as **Exhibit G** for the construction of Alvernon Way. The TCE shall be granted at no cost to County, and shall terminate when the Project Improvements have been constructed and open for travel by the public.

6.2. Dedication of City Property. The City shall dedicate the southerly extension of Alvernon Way legally described and depicted on **Exhibits C** and **C-1** as right of way.

6.3. Federal Aviation Administration Consent. The granting of the TCE and the dedication of the additional Alvernon right of way are subject to approval of the Federal Aviation Administration (the "**FAA**"). City agrees to execute the TCE, and to deliver a copy of said executed TCE to County, within 2 business days after receipt of FAA approval.

6.4. Release of Existing Easement. City agrees to allow the continued use of the Existing Easement as public right of way until after (i) City, County and TAA have agreed to a plan for the use of the real property subject to the Existing Easement, and (ii) the Project Improvements have been completed and opened to the public.

7. **Further Actions.** The Parties agree to make, execute, and deliver all necessary documents and to take all reasonable actions necessary to complete the obligations contemplated by this Agreement.

8. **Notices.**

8.1. Writing. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, e-mail to the e-mail addresses indicated below).

8.2. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, addressed to that Party at its designated address. The designated address of a Party shall be the address of that Party shown below or such other address within the United States of America that either Party from time to time may specify by written notice to the other party at least fifteen (15) days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other Party.

8.3. Rejection. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be deemed to be receipt of any such notice.

8.4. Notice to Entity. Any notice to an entity shall be deemed to be given on the date specified in this section without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

8.5. Address. County and City agree that any notice sent to the address set forth below shall serve as notice by County or City, as the case may be, to the other:

If to County:

Neil J. Konigsberg  
Manager, Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> FL  
Tucson, AZ 85701-1215  
Telephone: 520-724-6582  
E-mail: neil.konigsberg@pima.gov

*with a copy to:*

Tobin Rosen  
Deputy Pima County Attorney  
32 N. Stone, Suite 2100  
Tucson, AZ 85701-1412  
E-mail: tobin.rosen@pcao.pima.gov

If to City:

Hector F. Martinez  
Director, City of Tucson Real Estate Program  
201 N Stone Ave, 6<sup>th</sup> FL  
Tucson, AZ 85701-1215  
Telephone: 520-837-4071  
E-mail: hector.martinez@tucsonaz.gov

*with a copy to:*

Damian Fellows  
Principal Assistant City Attorney  
255 W. Alameda, 7<sup>th</sup> Floor West  
Tucson, AZ 85701  
Telephone: 520-791-4221  
E-mail: dfellows@tucsonaz.gov

9. **Conflict of Interest.** This Agreement is subject to cancellation within three 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 either Party 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.

10. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

11. **Compliance with Laws.** The Parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

12. **Entire Agreement.** This signed document constitutes the entire Agreement between the Parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both Parties.

13. **Remedies.** If either Party defaults under this Agreement, the other Party may pursue all rights and remedies available at law or in equity.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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

**Exhibit A**

**Exhibit A-1**

**Exhibit B**

**Exhibit B-1**

**Depiction of Aerospace Parkway Project Alignment**

**Depiction of Revised City Limits**

**Legal Description of Existing Easement**

**Depiction of Existing Easement**



<b><u>Exhibit C</u></b>	<b>Legal Description of City Property needed for the Project</b>
<b><u>Exhibit C-1</u></b>	<b>Depiction of City Property needed for the Project</b>
<b><u>Exhibit D</u></b>	<b>Description of TAA right of way</b>
<b><u>Exhibit D-1</u></b>	<b>Depiction of TAA right of way</b>
<b><u>Exhibit E</u></b>	<b>Description of County right of way</b>
<b><u>Exhibit E-1</u></b>	<b>Depiction of County right of way</b>
<b><u>Exhibit F</u></b>	<b>Form of release of Existing Easement</b>
<b><u>Exhibit G</u></b>	<b>Form of Temporary Construction Easement</b>

Each Party is signing this agreement on the date stated opposite that Party's signature.

**CITY OF TUCSON, a municipal corporation**

\_\_\_\_\_  
Jonathan Rothschild, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Roger Randolph, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Damian Fellows,  
Principal Assistant City Attorney

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

12-5-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Bernal, Deputy County Administrator, Public Works

12/9/14  
\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 et seq. by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Tobin Rosen,  
Deputy County Attorney, Civil Division

12/8/14  
Date

CITY OF TUCSON:

\_\_\_\_\_  
Damian Fellows,  
Principal Assistant City Attorney

\_\_\_\_\_  
Date

### **CONSENT OF TUCSON AIRPORT AUTHORITY**

As Lessee, the Tucson Airport Authority hereby consents to the release of the Existing Easement and to the granting of the TCE and dedication of the City owned property described and delineated by the attached EXHIBIT C as right of way for the construction of the above described Project.

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

Print Name

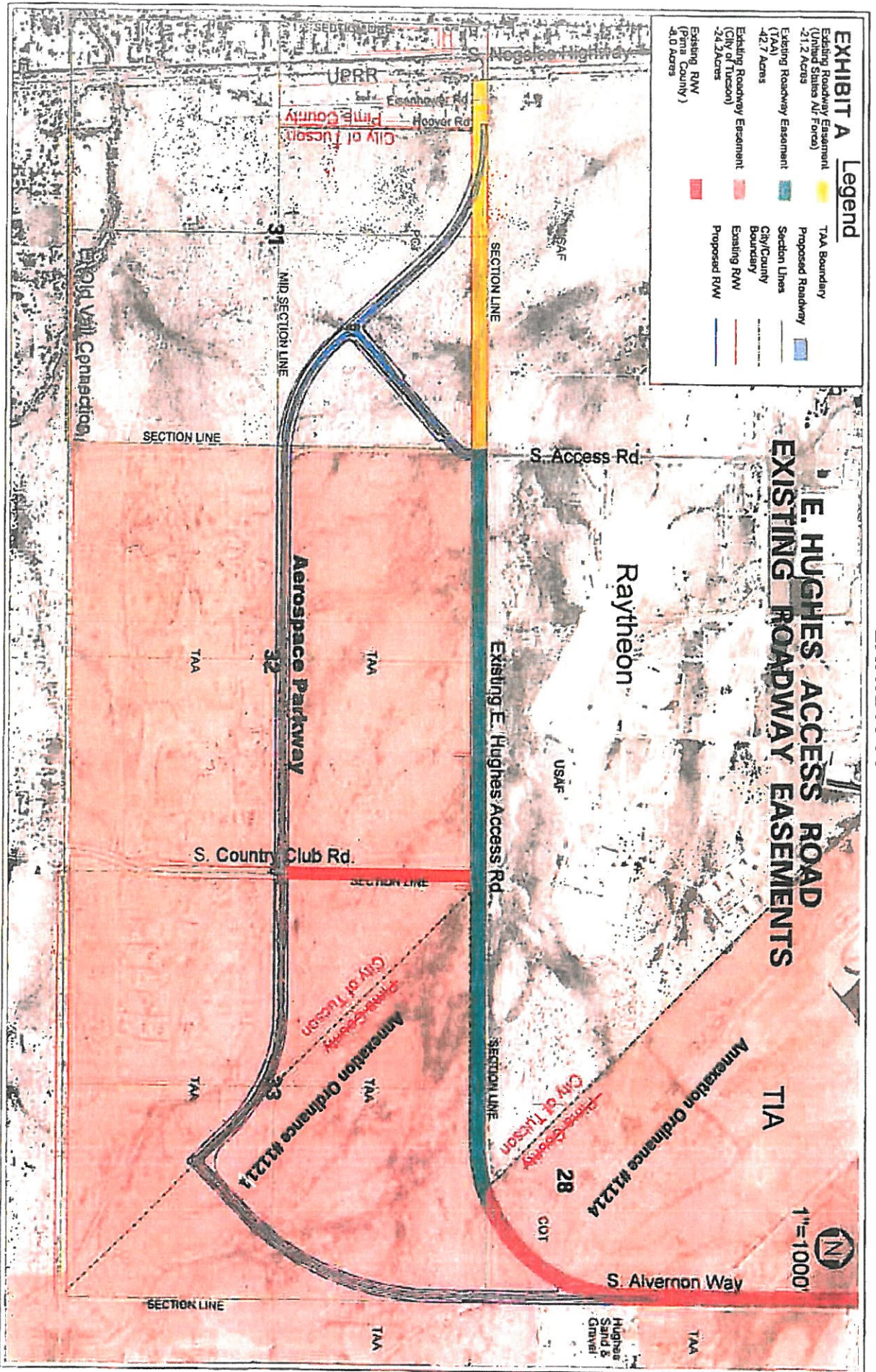
\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

# EXHIBIT A

## EXHIBIT A Legend

Existing Roadway Easement (United States Air Force) -21.2 Acres	TAA Boundary
Existing Roadway Easement (TAA) -42.7 Acres	Proposed Roadway
Existing Roadway Easement (City of Tucson) -24.2 Acres	Section Lines
Existing RW (Pima County) -8.0 Acres	City/County Boundary
	Existing RW
	Proposed RW





**Product Line**

TERMINATION OF THE CITY OF TUCSON,  
ARIZONA BY ORDINANCE  
NUMBER

A FORTS OF SECTIONS 26 Township 15 South, Range 14 East, Co. & H. N.M., Pima County, Arizona

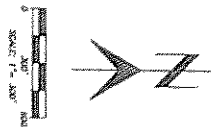
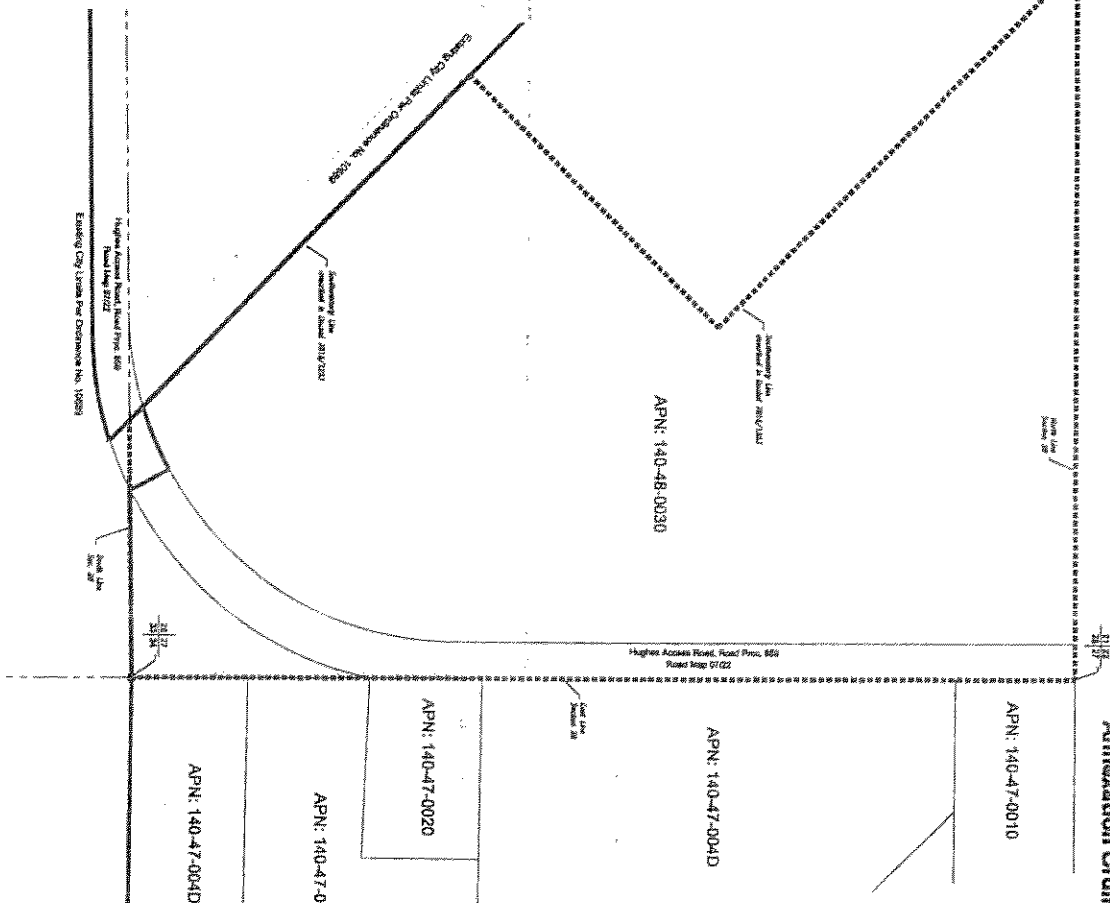
CERTIFICATION FOR MAP ON ANNEXATION

I, Joanetta Ruchalski, Mayor of the City of Tucson,  
Arizona, do hereby certify that this is an accurate map of  
the territory annexed to the City of Tucson, Arizona by  
Ordinance Number \_\_\_\_\_ of the  
Ordinances of the Mayor and Council of the City of  
Tucson, Arizona.

New City Limits for Drinkwater MA [www.citylimits.org/ma/newcitylimits](http://www.citylimits.org/ma/newcitylimits)


### Waiting for Lemon Pie

4608 Aylmer St. N. W. 1980

[illegible]

## RECORDING

[illegible]

CITY OF  TUCSON		2014 2014 2014	SEE SPECIAL NO. 1-2007 2014 2014
2014 2014 2014	2014 2014 2014	2014 2014 2014	2014 2014 2014

UNION

LEGISLATIVE APPENDIX TO THE CITY OF TUCSON  
ARIZONA BY ORDINANCE  
NUMBER \_\_\_\_\_

Northern of Section 28, 33 and 34, Township 15 South,  
Range 14 East and Section 2 and 3, Township 16 South,  
Range 14 East Co. 5, R. 2, N. 1, P. 14a County, Arizona

CERTIFICATION FOR MAP ON ANNEXATION

I, Josephine Rothschild, Mayor of the City of Tucson, Arizona, do hereby certify that this is an accurate map of the territory submitted to the City of Tucson, Arizona by Ordinance number \_\_\_\_\_ of the

Chairman and Council of the City of Tucson, Arizona.

I, Isabelina Robles, Mayor of the City of Tucson, Arizona, do hereby certify that this is an accurate map of the territory submitted to the City of Tucson, Arizona by Ordinance number \_\_\_\_\_ of the Ordinances of the Mayor and Council of the City of Tucson, Arizona.

Amount  
City Clerk

**Figure 1**

STATE OF ARIZONA  
COUNTY OF YUMA  
I hereby certify that the  
individual was listed as  
recorded at the request  
of THE CITY OF TUCSON  
Dated:  
Witness my hand and Official Seal  
this \_\_\_\_\_ day of \_\_\_\_\_,  
A.D. 1968.  
RAYMOND ROSENBERG, County Recorder

\_\_\_\_\_  
CLERK

**Summary:**

Record of Survey  
Sections 28, 33 and 34, Township 15 South,  
Range 14 East and Sections 2 and 3, Township  
16 South, Range 14 East, G. & S. M. N.,  
Yuma County, Arizona

TUCSON AIRPORT AUTHORITY ANNEXATION DISTRICT TO THE  
CITY OF TUCSON, ARIZONA BY ORDINANCE NUMBER \_\_\_\_\_

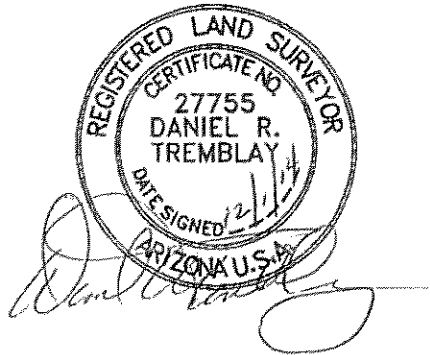
 <b>CITY OF</b> <b>TUCSON</b>	<b>ISSUED BY</b> CNG	<b>2014</b>	<b>SEE GREEN WALL</b> <b>1-500</b>
	<b>ISSUED BY</b> CNG	<b>2014</b>	
	<b>ISSUED BY</b> CNG	<b>2014</b>	
	<b>ISSUED BY</b> CNG	<b>2014</b>	
<b>ISSUED BY</b> CNG	<b>ISSUED BY</b> CNG	<b>ISSUED BY</b> CNG	<b>ISSUED BY</b> CNG

## SQLINCE

01 December 2014

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

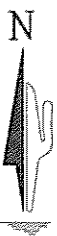
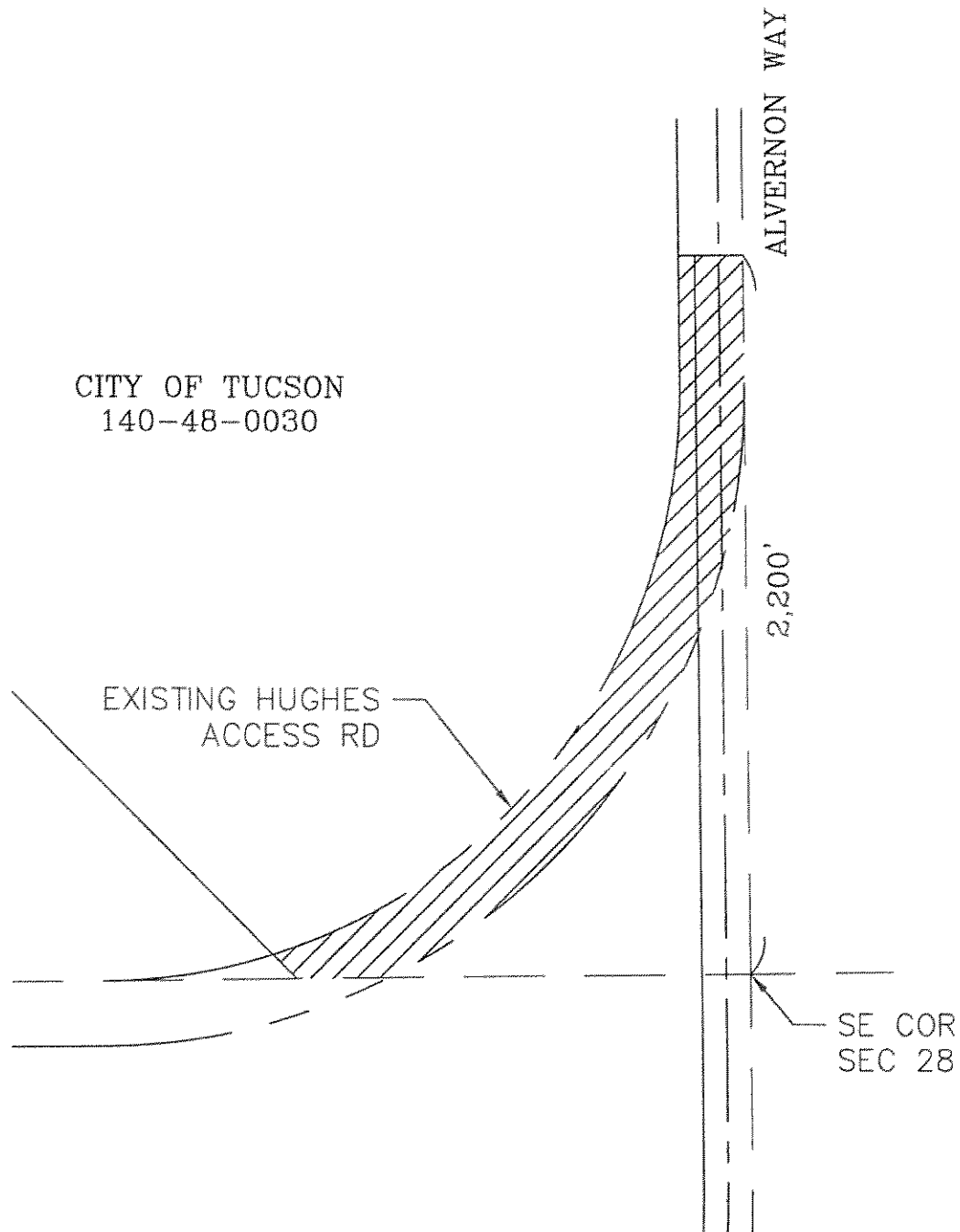
A portion of that certain Easement for Road or Street granted to the County of Pima, a political subdivision of the State of Arizona and recorded in Docket 6598 at Page 883 in the office of the Pima County Recorder, Pima County, Arizona covering a portion of Hughes Access Road as shown on Pima County Road Proceeding #859, Book 7 of Road Maps at Page 22 lying south of a line 2,200.00 feet north of and parallel with the south line of the Southeast Quarter of Section 28, Township 15 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona.



Expires 31 March 2015



# DEPICTION OF EXHIBIT "B-1"



## PIMA COUNTY SURVEY

A PORTION OF SECTIONS 28, TOWNSHIP 15 SOUTH,  
RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,  
PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 01 Dec 2014

Drawn By: DRT

Sheet 2 of 2

01 December 2014

**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

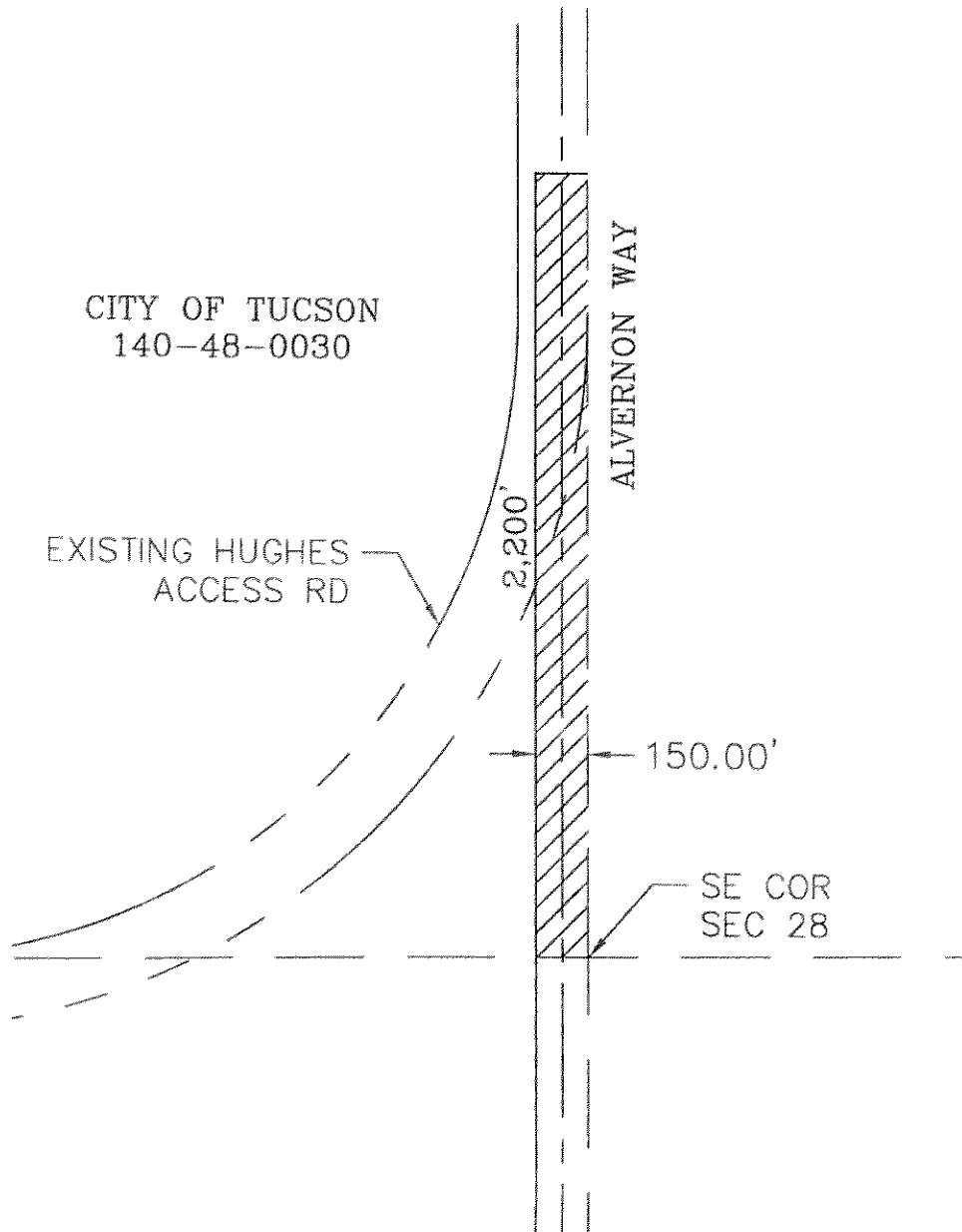
All that portion of that parcel described as Exhibit "A" in Docket 7816 at Page 1253, recorded in the office of the Pima County Recorder, being within the Southeast Quarter of Section 28, Township 15 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

The East 150.00 feet of the South 2,200.00 feet of said Southeast Quarter of Section 28.



Expires 31 March 2015

# DEPICTION OF EXHIBIT "C-1"



## PIMA COUNTY SURVEY

A PORTION OF SECTIONS 28, TOWNSHIP 15 SOUTH,  
RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,  
PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 01 Dec 2014

Drawn By: DRT

Sheet 2 of 2



ONE COMPANY

**LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 3-A**

A portion of the North half of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 32, said point being a found 2 1/4" steel capped pipe in concrete marked "T15S, 30, 29, 31, 32, R14E";

Thence South 0°13'54" East, 2493.90 feet along the west line of the northwest quarter of said Section 32 to the Point of Beginning, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 176.87 feet at the West quarter corner of said Section 32, said point being on a non-tangent curve concave to the North with a local radial bearing of South 4°12'54" West;

Thence easterly along the arc of said curve to the left, having a radius of 1915.00 feet, through a central angle of 4°51'17", for an arc length of 162.26 feet to a point of tangency;

Thence North 89°21'37" East, 5083.00 feet parallel with and 170.00 feet northerly of the East - West mid-section line of said Section 32 to the West right-of-way of Country Club Road according to Pima County Proceedings No. 1309, Road Map Book 14, Page 86 and Docket 4314 at Page 223 at the Pima County Recorders Office;

Thence South 0°26'15" East, 170.00 feet along said West right-of-way parallel with and 75.00 feet westerly from the East line of the northeast quarter of said Section 32 to a found 1/2" rebar tagged "RLS 22759";

Thence South 89°21'37" West, 5082.40 feet along the East-West mid-section line of said Section 32 to a point of curvature on a tangent curve concave to the North;

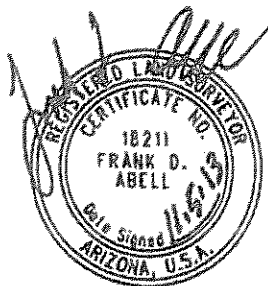
Thence westerly along the arc of said curve to the right, having a radius of 2085.00 feet, through a central angle of 4°29'30", for an arc length of 163.45 feet to a point of non-tangency on the West line of the northwest quarter of said Section 32, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 6.40 feet at the West quarter corner of said Section 32;

## EXHIBIT "D"

Page 2 of 8

Thence North  $0^{\circ}13'54''$  West, 170.47 feet along the West line of said northwest quarter to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North  $0^{\circ}13'54''$  West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014



ONE COMPANY

**LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 3-A NORTH**

A portion of the northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 32, said point being a found 2 1/4 steel capped pipe in concrete marked "T15S, 30, 29, 31, 32, R14E";

Thence South 0°13'54" East, 200.01 feet along the west line of the northwest quarter of said Section 32 to the South right-of-way of Hughes Access Road according to Pima County Roadway Proceedings No. 859, Road Map Book 7 Page 22 and Docket 839, Page 419 in the Pima County Records Office, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 2470.76 feet at the West quarter corner of said Section 32;

Thence North 89°11'27" East, 7.32 feet easterly along said South right-of-way parallel with and 200.00 feet southerly from the North line of the northwest quarter of said Section 32 to the Point of Beginning, said point being on a non-tangent curve concave to the Northwest with a local radial bearing of South 83°56'08" East;

Thence Southwesterly along the arc of said curve to the right, having a radius of 311.00 feet, through a central angle of 7°40'23", for an arc length of 41.65 feet to a point of non-tangency on the West line of the northwest quarter of said Section 32;

Thence South 0°13'54" East, 232.62 feet along said West line of the northwest quarter, said point being on a non-tangent curve concave to the Northwest with a local radial bearing of South 44°40'40" East;

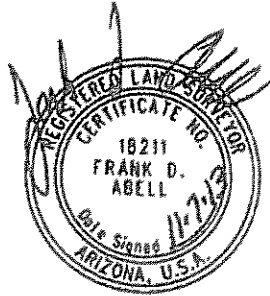
Thence Northeasterly along the arc of said curve to the left, having a radius of 431.00 feet, through a central angle of 41°10'38", for an arc length of 309.75 feet to a point of non-tangency on the South right-of-way of Hughes Access Road;

Thence South 89°11'27" West, 120.63 feet along North line of said northwest quarter to the Point of Beginning.

## EXHIBIT "D"

Page 4 of 8

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°13'54" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014



ONE COMPANY

**LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 4-A**

A portion of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 33, said point being a found  $\frac{1}{2}$ " rebar with no tag, affixed a tag with "RLS 18211";

Thence South  $0^{\circ}26'15''$  East, 2686.44 feet along the West line of the northwest quarter of said Section 33, from this point a found  $\frac{5}{8}$ " rebar with no tag, affixed a tag with "RLS 18211", bears South  $0^{\circ}26'15''$  East, 2686.44 feet at the southwest corner of said Section 33;

Thence North  $89^{\circ}20'21''$  East, 75.00 feet along the West - East mid-section line of said Section 33 to the Point of Beginning, said point being on the East right-of-Way of Country Club Road according to Pima County Proceedings Number 1309, Road Map Book 14, Page 86 and Docket 4314 at Page 223 at the Pima County Records Office, said point being a found  $\frac{1}{2}$ " rebar, tagged "RLS 22759";

Thence continuing North  $89^{\circ}20'21''$  East, 1642.44 feet along said West - East mid-section line of said Section 32 to a point of curvature on a tangent curve concave to the southwest;

Thence southeasterly along the arc of said curve to the right, having a radius of 1895.00 feet, through a central angle of  $45^{\circ}32'49''$ , for an arc length of 1506.42 feet to a point of tangency;

Thence South  $45^{\circ}06'50''$  East, 740.69 feet;

Thence North  $44^{\circ}53'10''$  East, 95.00 feet to the line connecting the southeast corner and the northwest corner of said Section 33, from this point said southeast corner bears South  $45^{\circ}06'50''$  East, 2339.99 feet, said southeast corner being a found lead capped pipe with no marks, affixed a tag with "RLS 18211";

Thence North  $45^{\circ}06'50''$  West, 1292.16 feet along said line connecting the southeast corner and the northwest corner of said Section 33 to a point on a non-tangent curve being concave to the southwest with a local radial bearing of North  $29^{\circ}23'48''$  East;



## EXHIBIT "D"

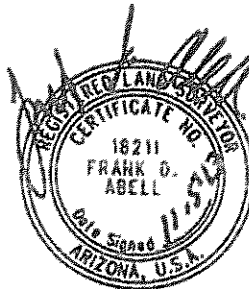
Page 6 of 8

Thence northwesterly along the arc of said curve to the left, having a radius of 2065.00 feet, through a central angle of  $30^{\circ}03'28''$ , for an arc length of 1083.31 feet to a point of tangency;

Thence South  $89^{\circ}20'21''$  West, 1641.78 feet parallel with and 170.00 northerly of the East – West mid-section line of said Section 33;

Thence South  $0^{\circ}26'15''$  East, 170.00 feet along said East right-of-Way parallel with and 75.00 feet easterly from the West line of said northwest quarter of said Section 33 to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North  $0^{\circ}26'15''$  West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alverson Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014



ONE COMPANY

**LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 5-A**

A portion of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Beginning at the northeast corner of said Section 33, said point being a found  $\frac{1}{2}$ " rebar with no tag, affixed a tag with "RLS 18211";

Thence South  $0^{\circ}23'35''$  East, 662.40 feet along the East line of the northeast quarter of said Section 33 to a point of curvature on a tangent curve concave to the northwest, from this point a found  $\frac{1}{2}$ " rebar tagged "LS 4527", bears South  $0^{\circ}23'35''$  East, 2038.05 feet at the East quarter corner of said Section 33;

Thence southwesterly along the arc of said curve to the right, having a radius of 3465.00 feet, through a central angle of  $45^{\circ}16'45''$ , for an arc length of 2738.28 feet to a point of tangency;

Thence South  $44^{\circ}53'10''$  West, 872.31 feet to the line connecting the southeast corner and the northwest corner of said Section 33, from this point said southeast corner bears South  $45^{\circ}06'50''$  East, 2339.99 feet, said southeast corner being a found lead capped pipe with no marks, affixed a tag with "RLS 18211";

Thence North  $45^{\circ}06'50''$  West, 1292.16 feet along said line connecting the southeast corner and the northwest corner of said Section 33 to a point on a non-tangent curve being concave to the southwest with a local radial bearing of North  $29^{\circ}23'48''$  East;

Thence southeasterly along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of  $15^{\circ}29'21''$ , for an arc length of 558.25 feet to a point of tangency;

Thence South  $45^{\circ}06'50''$  East, 294.69 feet parallel with and 75.00 northeasterly of the line connecting the northwest corner and the southeast corner of said Section 33, this point being the point curvature on a tangent curve concave to the North;

## EXHIBIT "D"

Page 8 of 8

Thence easterly along the arc of said curve to the left, having a radius of 296.00 feet, through a central angle of  $90^{\circ}00'00''$ , for an arc length of 464.96 feet to a point of tangency;

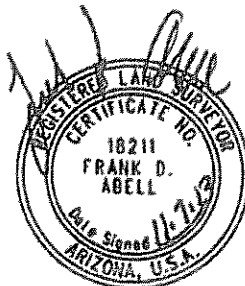
Thence North  $44^{\circ}53'10''$  East, 501.31 feet to a point of curvature on a tangent curve concave to the northwest;

Thence northeasterly along the arc of said curve to the left, having a radius of 3315.00 feet, through a central angle of  $45^{\circ}16'45''$ , for an arc length of 2619.74 feet to a point of tangency;

Thence North  $0^{\circ}23'35''$  West, 661.28 feet parallel with and 150.00 feet westerly from the East line of the northeast quarter of said Section 33 to the North line of the said northeast quarter;

Thence North  $89^{\circ}10'57''$  East, 150.00 feet along said North line to the northeast quarter of said Section 33 and the Point of Beginning.

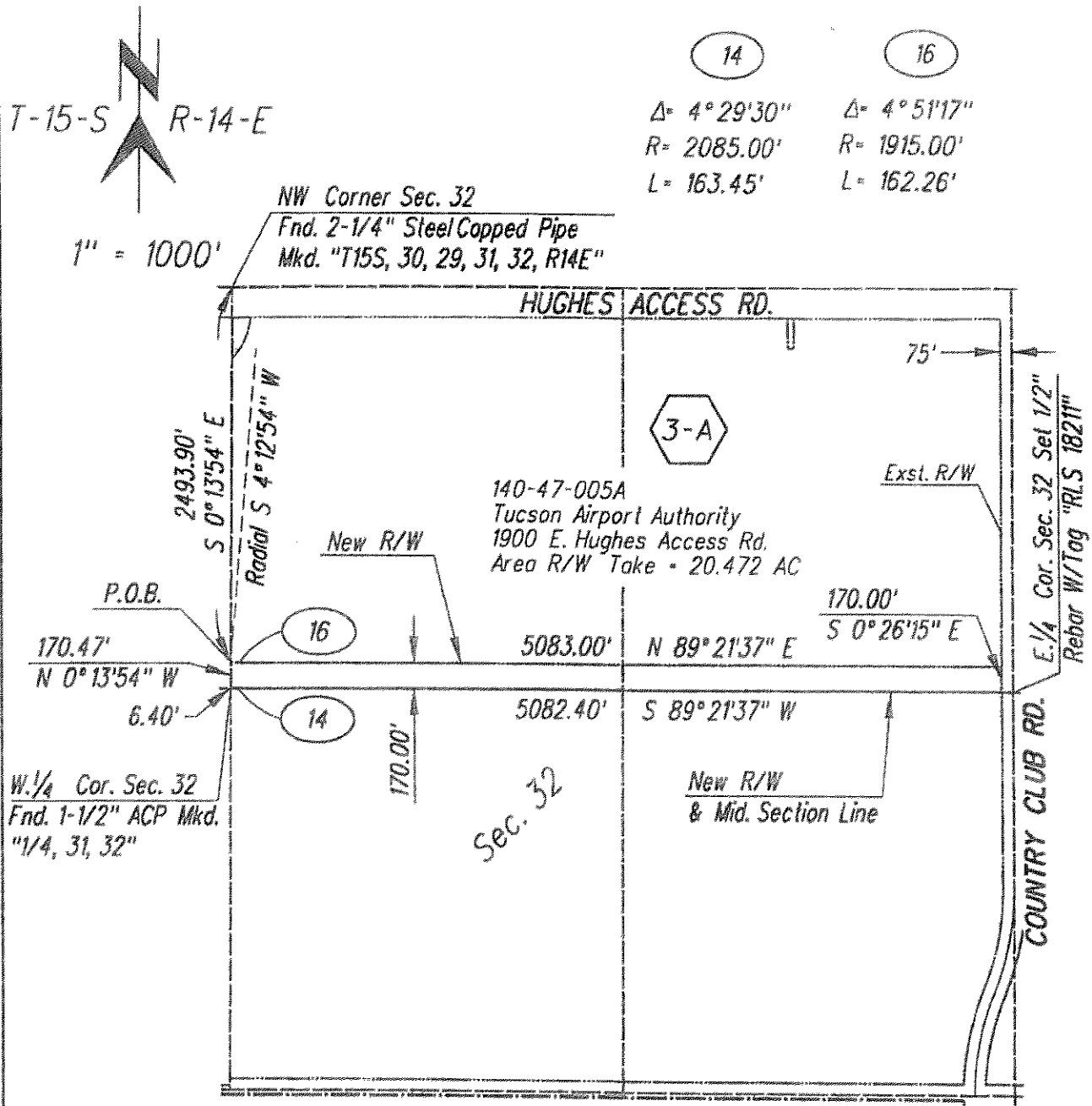
The basis of bearing for the above parcel is the East line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North  $0^{\circ}23'35''$  West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

# EXHIBIT "D-1"

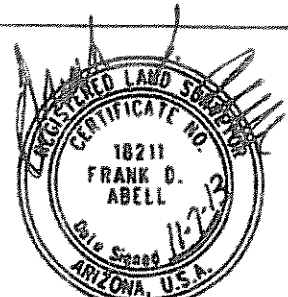
Page 1 of 4



## HDR

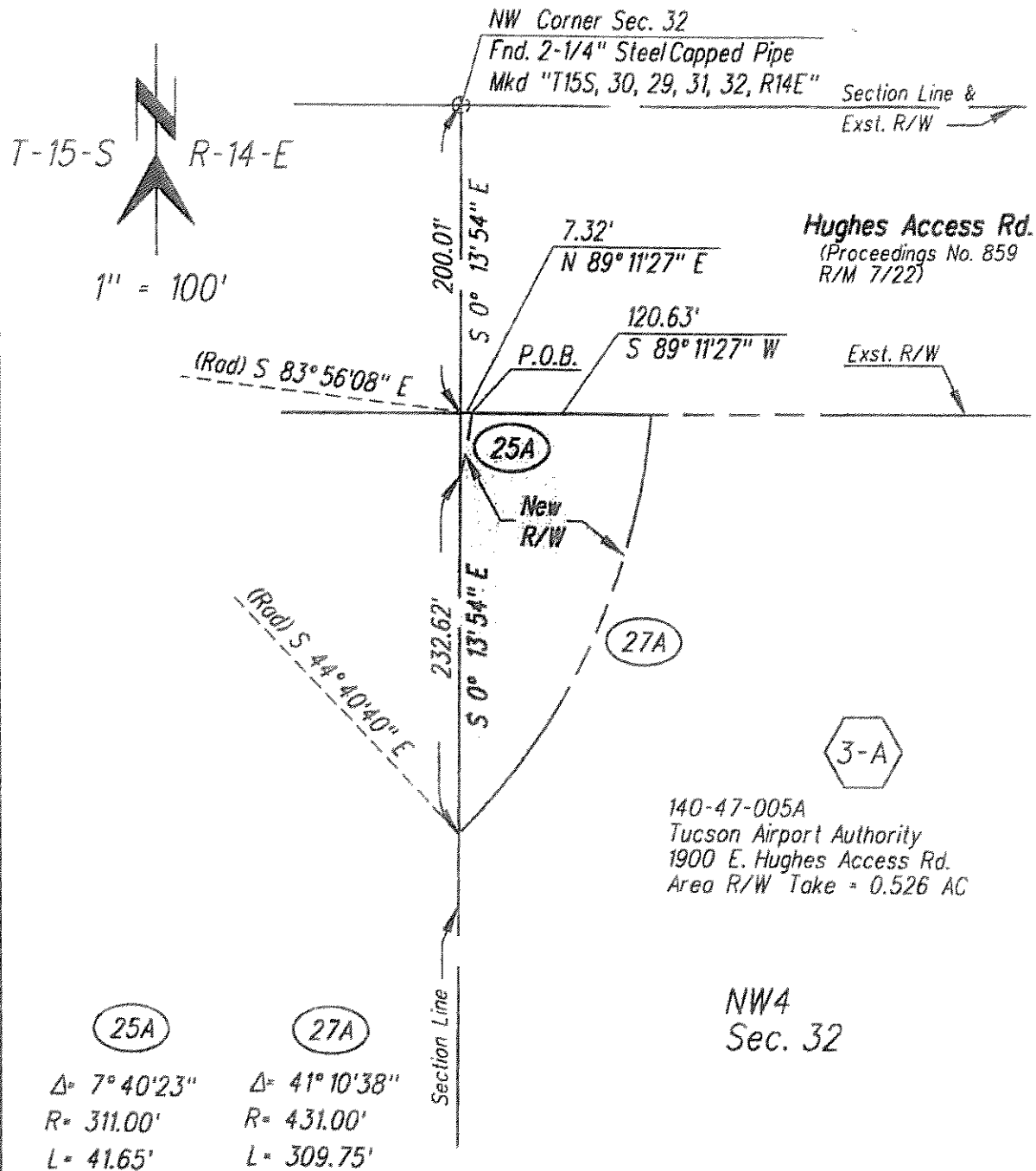
		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

DEPICTION OF EXHIBIT D  
 HUGHES ACCESS ROAD  
 NOGALAS HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 3-A



# EXHIBIT "D-1"

Page 2 of 4



## HDR

		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

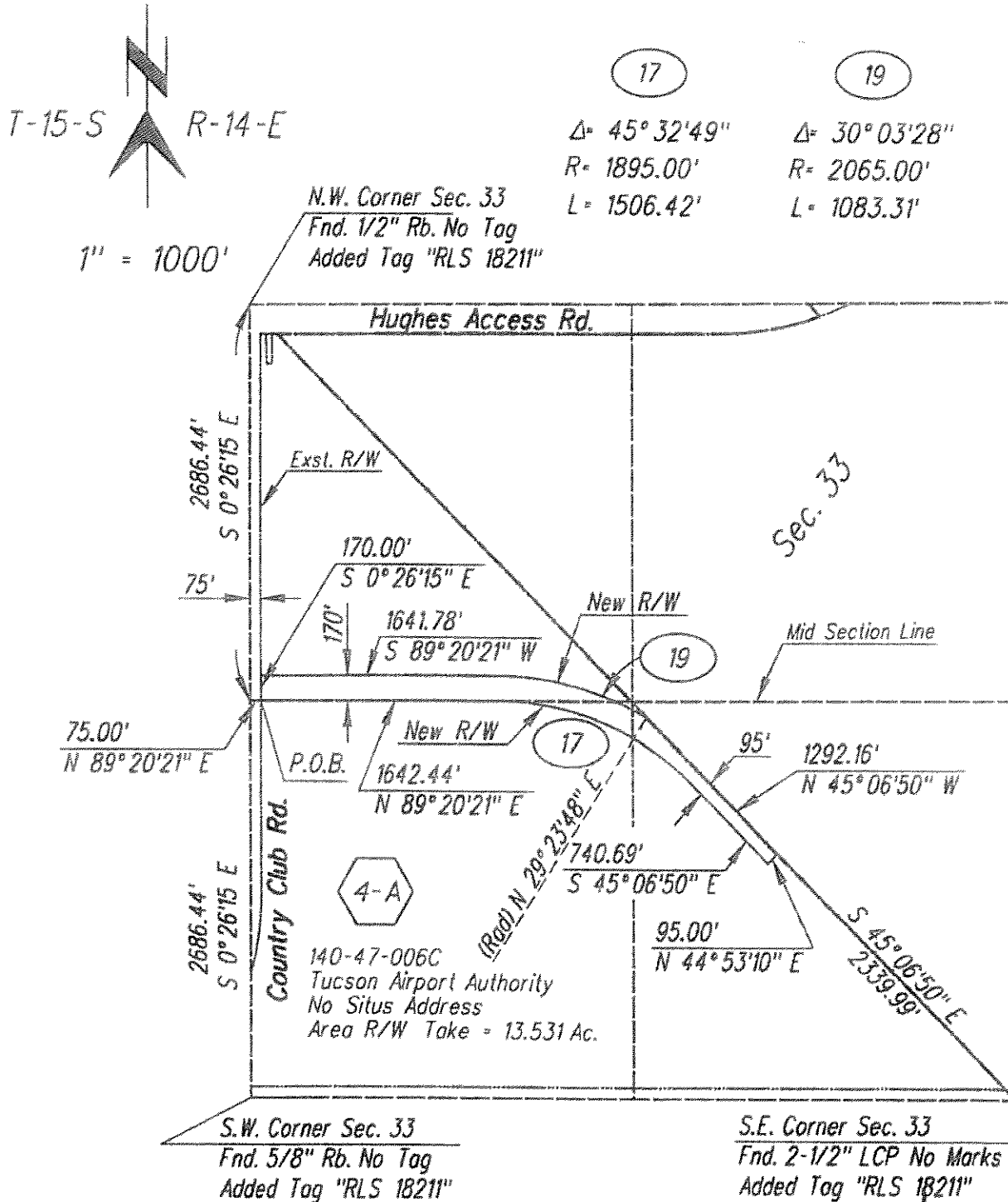
DEPICTION OF EXHIBIT D  
HUGHES ACCESS ROAD  
NOGALAS HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
3-A NORTH



Expires 3/31/2014

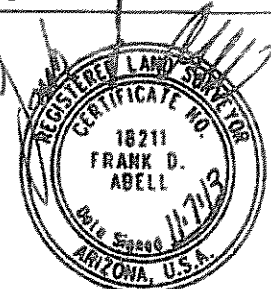
# EXHIBIT "D-1"

Page 3 of 4



**HDR**

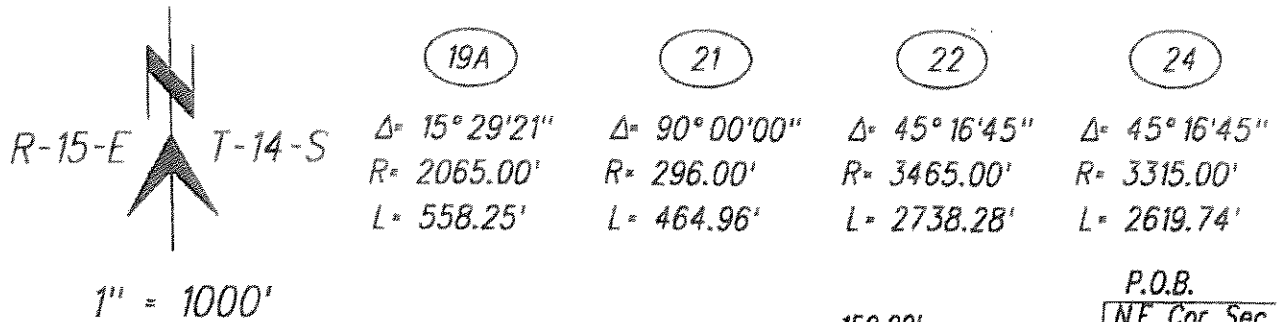
DEPICTION OF EXHIBIT D  
 HUGHES ACCESS ROAD  
 NOGALAS HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 4-A



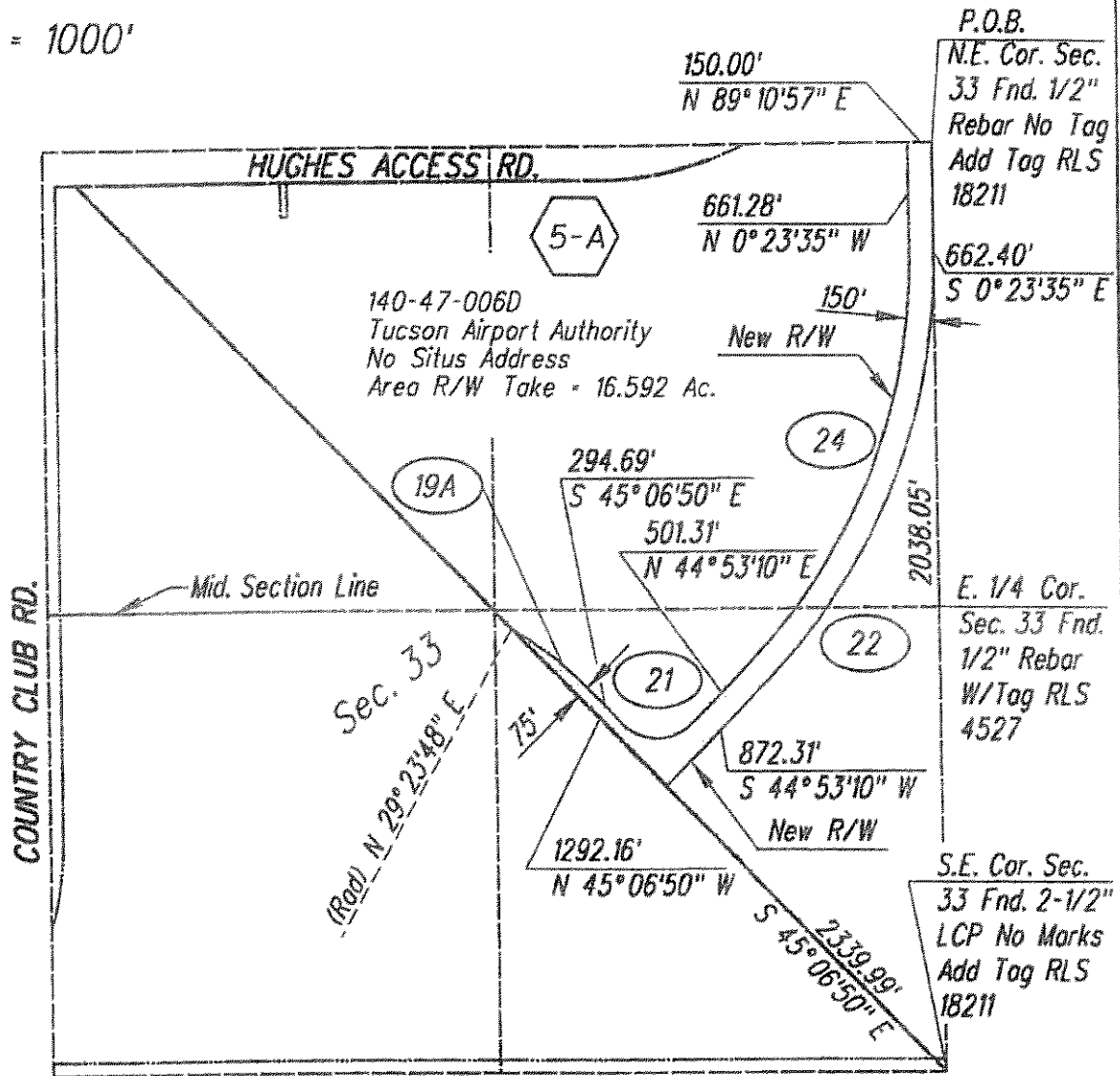
		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

# EXHIBIT "D-1"

Page 4 of 4



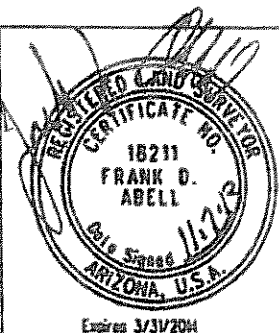
19A	21	22	24
$\Delta = 15^\circ 29' 21''$	$\Delta = 90^\circ 00' 00''$	$\Delta = 45^\circ 16' 45''$	$\Delta = 45^\circ 16' 45''$
R = 2065.00'	R = 296.00'	R = 3465.00'	R = 3315.00'
L = 558.25'	L = 464.96'	L = 2738.28'	L = 2619.74'



## HDR

		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

DEPICTION OF EXHIBIT D  
HUGHES ACCESS ROAD  
NOGALAS HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
5-A





ONE COMPANY

**LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 1-A**

A portion of the North half of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the North quarter corner of said Section 31, said point being a found 2 1/4" lead capped pipe marked "T15S, S30, 1/4, 31, R14E";

Thence South 0°18'56" East 200.01 feet along the North - South mid-section line of said Section 31 to the South right-of-way Hughes Access Road according to Pima County Roadway Proceedings No. 859, Road Map Book 7 Page 22 and Docket 839, Page 419 in the Pima County Records Office; from this point a found 1 1/2" aluminum capped pin marked "RLS 16845", bears South 0°18'56" East, 2463.11 feet at the Center quarter corner of said section 31;

Thence South 89°11'24" West 305.46 feet along said South right-of-way to a point of curvature on a non-tangent curve concave to the southwest with a local radial bearing of North 26°09'18" East and the Point of Beginning;

Thence southeasterly along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of 21°16'49", for an arc length of 766.97 feet to a point of tangency;

Thence South 42°33'53" East 541.14 feet to the east line of said parcel;

Thence South 0°18'56" East 252.84 feet along said east property line;

Thence North 42°33'53" West 728.31 feet to a point of curvature on a tangent curve concave to the southwest;

Thence northwesterly along the arc of said curve to the left, having a radius of 1895.00 feet, through a central angle of 34°28'15", for an arc length of 1140.09 feet to a point of non-tangency on the South right-of-way Hughes Access Road;

Thence North 89°11'24" East 485.16 feet along said South right-of-way Hughes Access Road to the Point of Beginning.

HDR Engineering, Inc.

5210 E. Williams Circle  
Suite 530  
Tucson, AZ 85711-4459

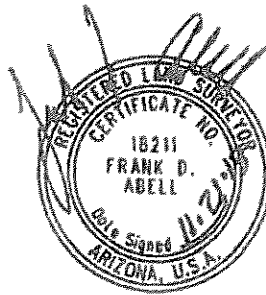
Phone (520) 584-3600  
Fax (520) 584-3624  
www.hdrinc.com



## EXHIBIT "E"

Page 2 of 5

The basis of bearing for the above parcel is the East line of the northwest quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South  $0^{\circ}18'56''$  East according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014



ONE COMPANY

**LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 2-A**

A portion of the northeast quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 31, said point being a found 2-1/4" Steel Capped Pipe in Conc. Marked "T15S, 30, 29, 31, 32, R14E",

Thence South 0°13'54" East, 240.91 feet along the East line of the northeast quarter of said Section 31 to a point of curvature on a non-tangent curve concave to the northwest with a local radial bearing of South 76°15'45" East and the Point of Beginning, from this point a found 1 1/2" aluminum cap marked "1/4, 31, 32" bears South 0°13'54" East, 2429.87 feet at the East quarter corner of said Section 31;

Thence southwesterly along the arc of said curve to the right, having a radius of 311.00 feet, through a central angle of 33° 41' 52", for an arc length of 182.91 feet to a point of tangency;

Thence South 47°26'07" West, 1039.20 feet;

Thence North 42°33'53" West, 40.00 feet;

Thence South 47°26'07" West, 750.00 feet; to a point of curvature on a tangent curve concave to the north;

Thence westerly along the arc of said curve to the right, having a radius of 75.00 feet, through a central angle of 90°00'00", for an arc length of 117.81 feet to a point of tangency;

Thence North 42°33'53" West, 645.11 feet to the west property line of said parcel;

Thence South 0°18'56" East, 252.84 feet along said west property line;

Thence South 42°33'53" East, 874.80 feet to a point of curvature on a tangent curve concave to the northeast;

Thence southeasterly along the arc of said curve to the left, having a radius of 2085.00 feet, through a central angle of  $43^{\circ}35'01''$ , for an arc length of 1586.01 feet to a point of non-tangency on the East line of the northeast quarter of said Section 31; from this point a found 1-1/2" Aluminum Cap marked "1/4, 31, 32", bears South  $0^{\circ}13'54''$  East, 6.40 feet at the East quarter corner of said Section 31;

Thence North  $0^{\circ}13'54''$  West, 170.47 feet along said East line of the northeast quarter of said Section 31 to a point on a non-tangent curve being concave to the northeast with a local radial bearing of South  $4^{\circ}12'54''$  West;

Thence northwesterly along the arc of said curve to the right, having a radius of 1915.00 feet, through a central angle of  $43^{\circ}13'13''$ , for an arc length of 1444.56 feet to a point of tangency;

Thence North  $42^{\circ}33'53''$  West, 56.85 feet to a point of curvature on a tangent curve concave to the east;

Thence northerly along the arc of said curve to the right, having a radius of 75.00 feet, through a central angle of  $90^{\circ}00'00''$ , for an arc length of 117.81 feet to a point of tangency;

Thence North  $47^{\circ}26'07''$  East, 1650.00 feet;

Thence North  $42^{\circ}33'53''$  West, 50.00 feet;

Thence North  $47^{\circ}26'07''$  East, 139.20 feet to a point of curvature on a tangent curve concave to the northwest;

Thence northeasterly along the arc of said curve to the left, having a radius of 431.00 feet, through a central angle of  $02^{\circ}06'47''$ , for an arc length of 15.90 feet to a point of non-tangency on the East line of the northeast quarter of said Section 31;

Thence North  $0^{\circ}13'54''$  West, 232.62 feet along said East line of the northeast quarter of said Section 31 and the Point of Beginning.

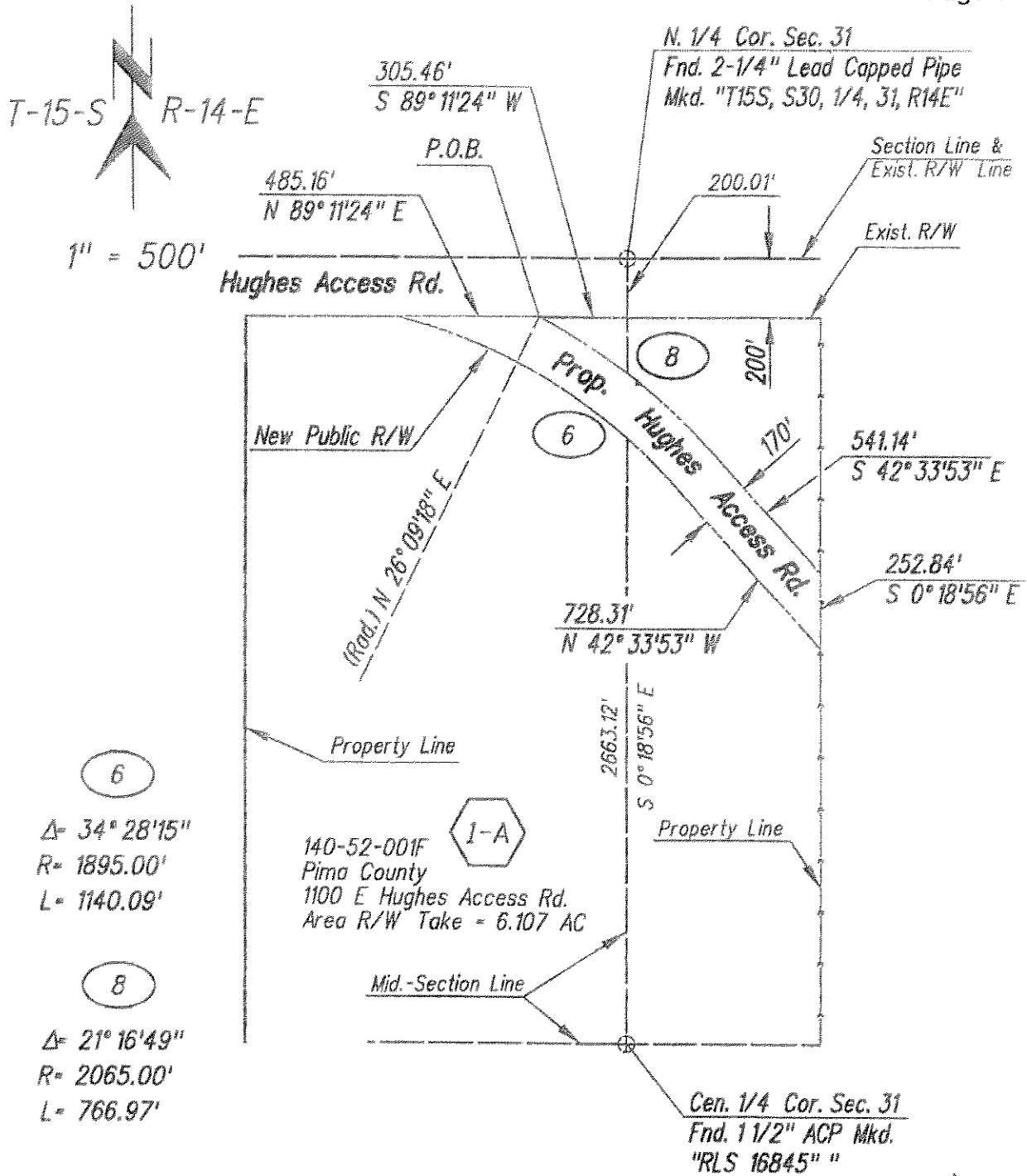
The basis of bearing for the above parcel is the East line of said northeast quarter of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South 0°13'54" East according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983



EXPIRES 3/31/2014

# EXHIBIT "E-1"

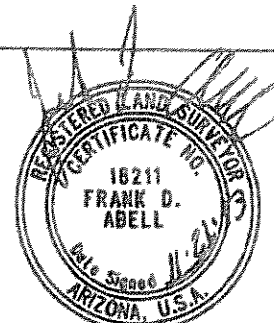
Page 1 of 2



## HDR

		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

DEPICTION OF EXHIBIT E  
HUGHES ACCESS ROAD  
NOGALES HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
1-A



Expires 3/31/2014

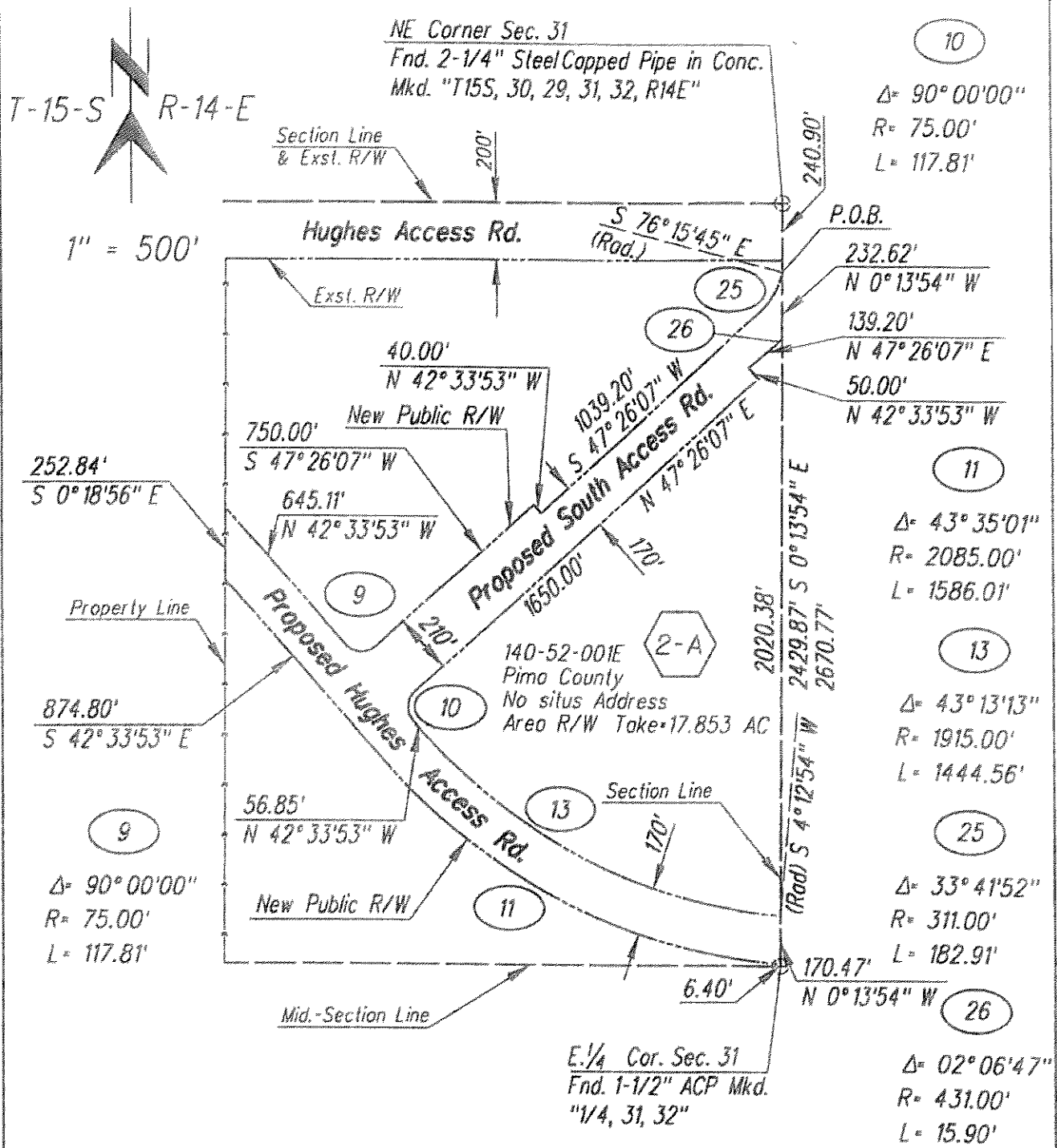
11/21/13

1:28:33 PM

j.schmid

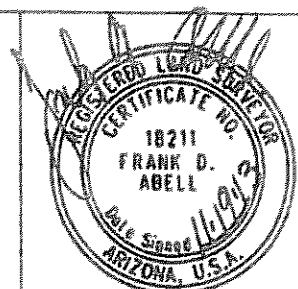
# EXHIBIT "E-1"

Page 2 of 2



## HDR

DEPICTION OF EXHIBIT E  
HUGHES ACCESS ROAD  
NOGALES HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
2-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

11/19/2013 8:00:33 AM jschmid

Expires 3/31/2014

## Exhibit F

### RELEASE OF EASEMENT

The undersigned, Pima County, a political subdivision of the State of Arizona, hereby releases and relinquishes to the City of Tucson, an Arizona municipal corporation, all right, title, and interest in and to a portion of that certain Easement (Hughes Access Road and Alvernon Way right-of-way) signed February 14, 1956 and recorded in Docket 6598 Page 883, in the Pima County, Arizona, Recorder's Office, specifically and only as to the portion described by the attached Exhibit "A".

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

12/8/14  
\_\_\_\_\_  
Date

State of Arizona       )  
                                  ) ss  
County of Pima        )

This foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Sharon Bronson, Chair of the Board of Supervisors of Pima County.

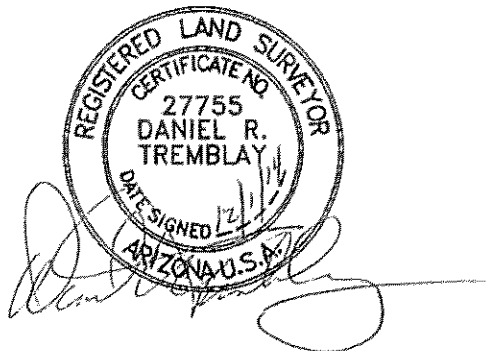
\_\_\_\_\_  
Notary Public

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

01 December 2014

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

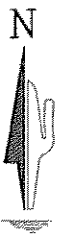
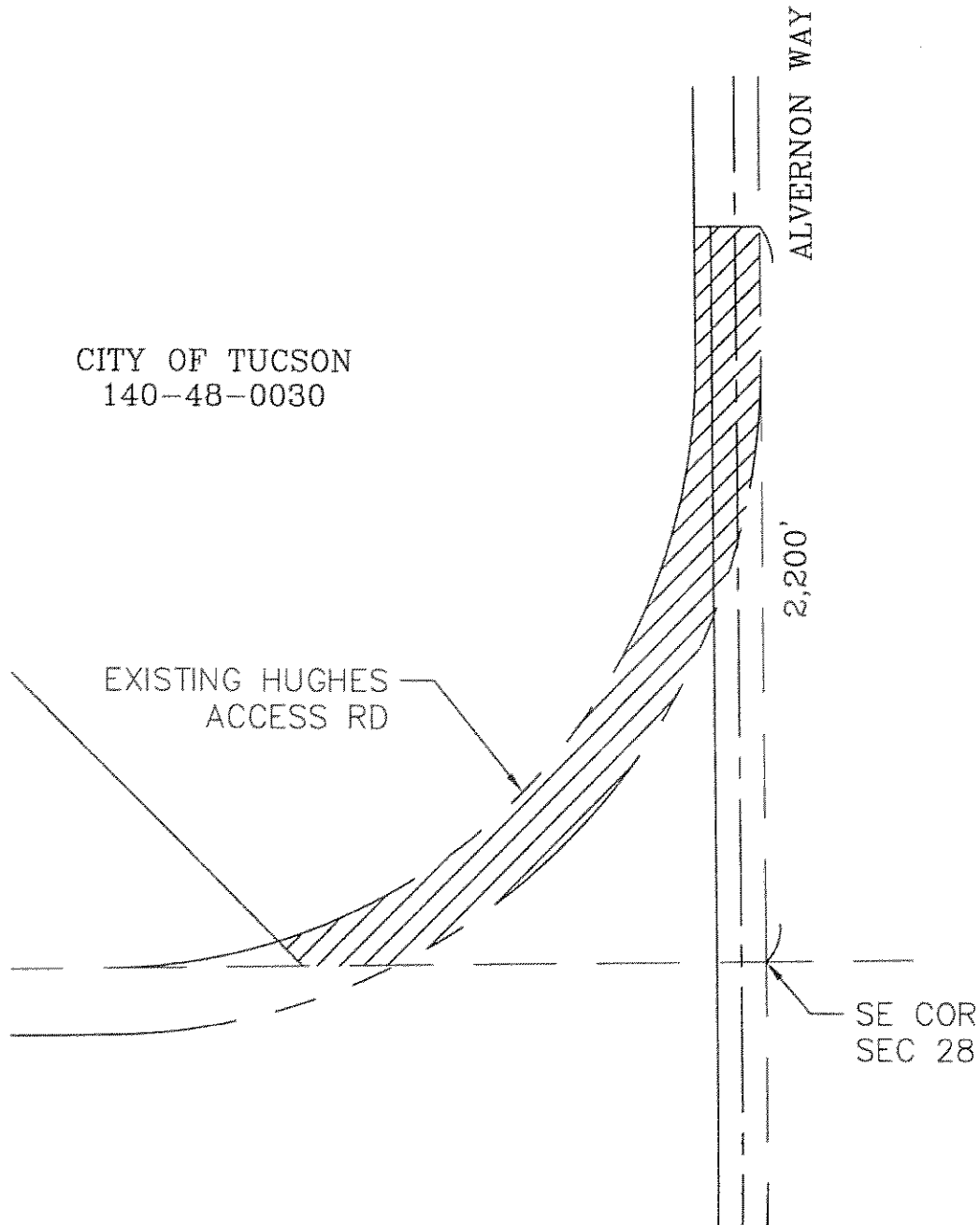
A portion of that certain Easement for Road or Street granted to the County of Pima, a political subdivision of the State of Arizona and recorded in Docket 6598 at Page 883 in the office of the Pima County Recorder, Pima County, Arizona covering a portion of Hughes Access Road as shown on Pima County Road Proceeding #859, Book 7 of Road Maps at Page 22 lying south of a line 2,200.00 feet north of and parallel with the south line of the Southeast Quarter of Section 28, Township 15 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona.



Expires 31 March 2015



# DEPICTION OF EXHIBIT "A-1"



## PIMA COUNTY SURVEY

A PORTION OF SECTIONS 28, TOWNSHIP 15 SOUTH,  
RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,  
PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 01 Dec 2014

Drawn By: DRT

Sheet 2 of 2

## Exhibit G

### TEMPORARY CONSTRUCTION EASEMENT

Pursuant to that certain Intergovernmental Agreement (the "*IGA*") entered into between the parties effective \_\_\_\_\_, the **City of Tucson**, an Arizona municipal corporation, ("*Grantor*"), grants unto **Pima County**, a political subdivision of the State of Arizona, ("*Grantee*"), an exclusive Temporary Construction Easement (the "*Easement*") over, upon, through and across the real property described on the attached **Exhibit "A"** (the "*Property*") for design, planning and construction activities associated with the Aerospace Parkway road improvement project (the "*Project*").

This Easement is subject to the following terms:

1. Effective Date. This Easement shall be effective as of the date it is signed. Pursuant to the terms of the IGA it shall be signed by the Grantor within 2 business days after receipt of approval from the Federal Aviation Administration.
2. Termination. This Easement shall terminate upon the occurrence of all of the following: 1) the completion of construction of the Project; 2) the acceptance of the Project by Grantor; and 3) the opening of the Project for travel by the general public.
3. Condition of Property on Termination. Upon the completion of construction activities on the Property and termination of this Easement, Grantee will remove all material and supplies and leave the Property and the Project in appropriate condition.
4. No Conveyance of title. Nothing herein contained shall be construed as granting Grantee title to the Property or as vesting in Grantee any right of entry to the Property after the termination of this Easement.
5. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor from any and all present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of the officers, authorized agents and/or employees of Grantee, in connection with the work done pursuant to this Easement. All contractors and subcontractors performing work on the Property pursuant to this Easement shall be insured and bonded.
6. GRANTEE is a political subdivision of the State of Arizona and is self- insured as authorized by Law under A.R.S. §§ 11-261 and 11-981 or participates in an insurance risk pool under A.R.S. § 11.952.01. For so long as this Easement shall be in force and effect, the GRANTEE shall maintain its self-insurance.
7. GRANTEE shall cause any contractor or subcontractor to be used in conjunction with any work whereby this Easement is needed to indemnify, defend, save and otherwise hold harmless the City of Tucson, its appointed and elected officials, directors, officers, employees, agents and volunteers from and against any and all causes of action, liabilities,

damages, losses or expenses including reasonable attorney's fees arising from or alleged to have arisen in whole or in part from the negligent or willful acts or omissions of the Contractor's use and/or occupancy of subject property. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor.

8. GRANTEE shall further cause any contractor or subcontractor hired that will occupy or in any way use property subject of this Easement to provide the following coverages to GRANTOR which shall also be subject to conditions set forth herein. Insurance types and limits are minimum required by the City of Tucson and in no way shall in no way limit GRANTEE'S contractor or subcontractor's indemnity responsibility to the GRANTOR and GRANTOR in no way is advising that these minimum limits as set forth herein are sufficient to protect Indemnitor from any and all liability.
9. Commercial General Liability including coverage for personal injury up to and including death, property damage, broad form contractual, fire legal liability and completed operations. Policy form shall be written on an occurrence base with limits not less than a one (\$1) million per occurrence with a two (\$2) million aggregate and shall be endorsed adding the City of Tucson, its elected and appointed officials, directors, officers, employees, agents and volunteers as additional insureds. Policy shall also include a waiver of subrogation endorsement in favor of the GRANTOR.
10. GRANTEE shall also ensure any contractor or subcontractor to meet the Arizona State Law requirements for Workers Compensation. Such policy shall also be endorsed to waive subrogation against the GRANTOR.
11. Automobile Liability – Combined Single Limit for all hired, owned, non-owned vehicles in an amount no less than 1 million. Policy must be endorsed to add the City of Tucson, its elected and appointed officials, directors, officers, employees, agents and volunteers as additional insured; as well, a waiver of subrogation endorsement in favor of additional insured shall also be required.
12. All policies must remain in force throughout the term of such contractor or subcontractors occupancy or usage of subject property. Thirty (30) days written notice to Grantor of cancelation for material breach is required, notwithstanding a ten (10) notice for non-payment of premium. All carriers must be admitted to conduct business in the State of Arizona and must meet an AM's best rating not less than A-XIII. Certificate(s) of insurance and applicable endorsements shall be supplied to GRANTOR prior to any contractor or subcontractor entering, using and/or occupying subject property and all coverages are subject to verification and approval by the GRANTOR.
13. GRANTOR reserves the right to enter the Subject Property at any time for any purpose deemed necessary by GRANTOR.
14. The failure or omission of GRANTOR to terminate this Right of Entry for any violation of any of its terms, conditions or covenants, shall in no way bar, estop or prevent GRANTOR

from terminating this Easement thereafter, either for such or any subsequent violation of any such term, condition or covenant.

15. GRANTEE will be responsible for acquiring all the permits necessary to conduct the requested activity, and GRANTEE will be responsible for complying with all zoning and code requirements as established by the City Planning Department, the Development Services Department, Fire Department and Police Department, and any other City-County and State Agreement, Code or Statutes that may apply. Copies of such shall be made available to the City of Tucson Real Estate Division upon request.
16. The GRANTEE acknowledges and understands that the Tucson Airport Authority leases said premises from the GRANTOR and that GRANTEE is responsible for obtaining a separate Right of Entry from said Airport Authority prior to entering the Subject Property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CITY OF TUCSON, a municipal corporation

\_\_\_\_\_  
Hector F. Martinez, Director, Real Estate Program

\_\_\_\_\_  
Date

Concur

\_\_\_\_\_  
Daryl Cole, Director, Transportation Department

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Damian Fellows,  
Principal Assistant City Attorney

\_\_\_\_\_  
Date



ONE COMPANY Many Solutions

**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 6-A**

A portion of the southeast quarter of Section 28, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Beginning at the southeast corner of said Section 28, said point being a found ½" rebar with no tag, affixed a tag with "RLS 18211";

Thence North 0°26'17" West, 1796.59 feet along the East line of the southeast quarter of said Section 28 to a point of cusp on a tangent curve concave to the northwest, this point also being on the easterly right-of-way of Hughes Access Road according to Proceeding No. 859, Road Map in Book 7 Page 22 and Docket 6598 at Page 883 in the Office of the Pima County Recorders, from this point a found 1-1/2" lead capped pipe in concrete with tack in the center bears North 0°26'17" West, 816.68 feet at the East quarter corner of said Section 28;

Thence southwesterly along the arc of said curve to the right, having a radius of 2009.86 feet, through a central angle of 25°46'39", for an arc length of 904.24 feet to a point of non-tangency;

Thence North 89°33'43" East, 50.00 feet;

Thence South 0°26'17" East, 923.54 feet parallel with and 150.00 feet westerly of the east line of said Section 28 to a point on the south line of Section 28;

Thence North 89°10'57" East, 150.00 feet along said South line to the southeast corner of said Section 28 and the Point of Beginning.

HDR Engineering, Inc.

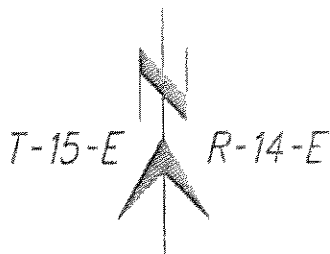
5210 E. Williams Circle  
Suite 530  
Tucson, AZ 85711-4459

Phone (520) 584-3600  
Fax (520) 584-3624  
www.hdrinc.com

The basis of bearing for the above parcel is the East line of said southeast quarter of Section 28, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°26'17" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014



1" = 300'

140-48-0030  
City of Tucson  
3615 E. Aeronautical Way  
8710 S. Alvernon Way  
Area R/W Take = 4.488 Ac.



Sec. 28

50.00'  
N 89° 33' 43" E

Hughes Access Rd.

Exst. R/W



New R/W

Section Line

150.00'  
N 89° 10' 57" E

(Proceedings No. 859, R/M 7/22 & Dkt. 6598 Pg. 883)



816.68'

E. 1/4 Cor. Sec. 28  
Fnd. 1-1/2" LCP in Conc.  
W/Tack in Center No  
Marks (Beat up)

4A

$\Delta = 25^\circ 46' 39''$   
R = 2009.86'  
L = 904.24'

New R/W  
& Section Line

1796.59' N 0° 26' 17" W

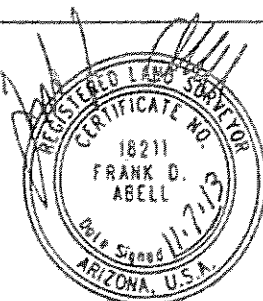
P.O.B.

S.E. Cor. Sec. 28  
Fnd. 1/2" Rebar  
No Tag, Add Tag  
"RLS 18211"

HDR

DEPICTION OF EXHIBIT A  
HUGHES ACCESS ROAD  
NOGALAS HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
6-A

		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



Expires 3/31/2014