

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): State of Arizona Department of Transportation. File: Sale-0036

Project Title/Description:

ADOT acquisition for Casa Grande - Tucson Highway, Ina Road Project (the "Project")

Purpose:

The Arizona Department of Transportation (ADOT) is requesting a portion in land in fee ("Fee"), a Temporary Construction Easement ("TCE"), and Drainage Easement ("DE") in connection with the Project. Fee= 3,234 sq.ft., TCE= 38,984 sq.ft., and DE= 2,130 sq. ft. The sale is being done under threat of condemnation, and is not a voluntary sale.

Procurement Method:

Exempt pursuant to Pima County code 11.04.020

Program Goals/Predicted Outcomes:

ADOT will construct road improvements along Ina Road.

Public Benefit:

Road Improvements along Ina Road, and Pima County will receive revenue in the amount of \$85,266.00.

Metrics Available to Measure Performance:

The Fee, TCE and DE were appraised by an independent appraiser retained by ADOT, and the appraised value was reviewed and agreed to by ADOT staff and Pima County staff.

Retroactive:

N/A

To: WB- 11-14-16 (2) Ver. -1 Pgs- - 23 Addandum

Procure Dept 11/14/16 ANO9(31)

Origina' Information				• • • • • • • • • • • • • • • • • • • •
Document Type: CTN	Department Code: PW	(Contract	Number (i.e.,15-123): 17*085
Effective Date: <u>11/22/2016</u>	Termination Date: 5/22/2017	_ Prior Co	ntract N	umber (Synergen/CMS):
Expense Amount: \$		_ ⊠ Reve	nue Amo	ount: \$ \$85,266.00
Funding Source(s):				
Cost to Pima County Gener	ral Fund:			
Contract is fully or partially	funded with Federal Funds?	☐ Yes	⊠ No	
Were insurance or indemnit	y clauses modified?	☐ Yes	⊠ No	
Vendor is using a Social Se	curity Number?	☐ Yes	⊠ No	☐ Not Applicable to Grant Awards
If Yes, attach the required for	orm per Administrative Proced	ure 22-73.	-	
Amendment Information				
Document Type:	Department Code:		Contract	Number (i.e.,15-123):
Amendment No.:	dment No.: AMS Version No.:			
Effective Date:	New Termination Date:			
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$				
Funding Source(s):				
Wester				
Cost to Pima County Gener	al Fund:			

Contact: Rita Leon				
Department: Real Property	Services \	i A		Telephone: 724-6462
Department Director Signature/Date:				
Deputy County Administrato		孙廷		8. l 11711/
County Administrator Signature/Date:				
(Required for Board Agenda/Addendum Items)				

CONTRACT

NO. CIN- PW- 17- 085

AMENDMENT NO.

This number must appear on all invoices, correspondence and documents pertaining to this contract.

DOCUMENT TITLE: PURCHASE AGREEMENT

ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY GROUP

REVISED PURCHASE AGREEMENT

Title Company Title Security of Ari	<u>zona</u>	Date
Address 6640 North Oracle Road,	Suite 120	(to be completed by Title Company, if applicable)
City Tucson	Arizona	Zip Code 85704
Escrow Officer Rhonda Herrera		Phone 520-219-6451
Escrow No.		Fax No. <u>520-202-6270</u>
	of Pima County, a body corpora	
	th Floor, Tucson, Arizona 857	
		eal Property, 520-724-6318, Neil.Konigsberg@pima.gov
Filotie/i ax/Mobile/Efficii Attif: 14e	ir Noringsberg, Filma County Ne	sair Toperty, 020-724-05 to, Neil. Nothigsberg@pinta.gov
Mailing Address: Arizona Departmen	RIZONA, by and through its DEPA nt of Transportation, Right of Way enue, MD 612E, Phoenix, Arizona	
The STATE shall pay directly to the Title Company ("Escrow Agent") if e plus all lawful costs incidental to clo	escrowed, the purchase price	Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):
prad an ratiful boots moratina to ore	onig as follows.	☐ Total Acquisition of Grantor's Property: Full release of all
Escrow Fees Title Policy Fees TOTAL ESCROW & TITLE FEES	\$0.00	monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs
Recording Fees Deed Easement Release		necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3 rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.
TOTAL RECORDING FEES Other Charges	\$0.00	Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of State, pay due and delinquent property taxes and general and special improvement assessments, including full
Release Fees SRVWUA Fee Prorated Taxes/Dates		payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall <u>not</u> be prorated regardless of the closing date.
TOTAL OTHER CHARGES	\$0.00	
Subtotal Fees	\$0.00	
		Other Disbursements:
Title Report Credit (-) Total Closing Costs	\$0.00	Security Deposits and Prepaid Rents, if Applicable: Grantor agrees to return all security deposits and prepaid rents directly to
Land & Improvements* Cost to Cure	\$39,426.00	lessee(s) outside of escrow.
Temporary Construction Easement	\$45,840.00	Possession Date: Close of escrow/date of recording.
Total Purchase Price TOTAL WARRANT**	\$85,266.00	Special Conditions Right of Way Contract Yes \(\subseteq \text{No } \omega \) Entry Agreement*** Yes \(\subseteq \text{No } \omega \) *** If yes, State shall pay statutory interest on the "Total Purchase Price" from \(\subseteq \subseteq \text{to the close of escrow/date of recording directly to Grantor by separate warrant.}
		Special Instructions/Information:
*Title policy fees based on this amou	int only.	

THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated described in Exhibit "A" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the STATE OF ARIZONA by and through its DEPARTMENT OF TRANSPORTATION; title to said property to pass upon the acceptance of delivery and possession by the ARIZONA DEPARTMENT OF TRANSPORTATION.

^{**}Sum of "Total Closing Costs" and "Total Purchase Price" only.

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowners association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

The Escrow Agent is to withhold \$\frac{\strack{N/A}}{N/A}\$ as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. Grantor agrees the State may apply the security deposit to payment of any unpaid rents due the State from the Grantor, or to payment for any loss or damage sustained by the State caused by the Grantor after the date of this agreement. The State will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

The Grantor is to notify the Arizona Department of Transportation, Right of Way Group, of the date Grantor intends to vacate the subject property.

Instructions to Escrow Agent: Deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Right of Way Group of the Arizona Department of Transportation will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the Arizona Department of Transportation."

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The State will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the State of Arizona and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Director of the Arizona Department of Transportation and the final filing and recording of the documents.

If cost-to-cure moneys have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the State of Arizona, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the State of Arizona to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

If the State is acquiring only a portion of Grantor's property, then Grantor grants to the State, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent State-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of State's project

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the State.

State is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

☐ Yes ☒ No Addendum attached hereto and made part hereof.	The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION
☐ Notice of Pending Sale pursuant to A.R.S 33-1806.	Bv
GRANTOR: Sanitary District No. 1 of Pima County, a body corporate of the State of Arizona Date:	George Cardieri, Right of Way Agent Acquisition Sciences, Ltd.
See attached signature page	Approved by the Director of the Arizona Department of Transportation
By:	Anzona Department of Transportation
lts:	Accepted: STATE OF ARIZONA 20
AcceptedDate	ByRIGHT OF WAY MANAGER

Recommended to the Board of Supervisors for Approval:	
By Jackson Jenkins, Director Pima County Regional Waste Water Reclamation	on
By Neil Konigsberg, Manager Real Property Service. By John Bernal, Deputy County Administrator-Public Works	Approved as to form: 7 Tobin Rosen, Deputy County Attorney
GRANTOR: Pima County, a political subdivision	
Chair, Pima County Board of Supervisors	
Attest:	

Robin Brigode, Clerk of the Board of Supervisors

DESCRIPTION FOR FEE ESTATE

Those portions of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, which lies between the existing southerly right of way line of Ina Road and the following described **NEW RIGHT OF WAY LINES**:

PARCEL NO. 1:

NEW RIGHT OF WAY LINE DESCRIPTION:

COMMENCING at a 3 inch brass cap marking the South quarter corner of Section 36, Township 12 South, Range 12 East, being South 89°24'25" West 2634.86 feet from a 3 inch brass cap marking the Southeast corner of Section 36;

thence along the South line of said Section 36, common with said Section 1 and Centerline of Ina Road, South 89°35'12" West 348.08 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on said existing southerly right of way line of Ina Road;

thence South 45°24'48" East 35.36 feet;

thence South 00°24'48" East 10.00 feet;

thence North 89°35'12" East 60.46 feet;

thence North 00°24'48" West 10.00 feet;

thence North 44°35'12" East 35.36 feet to the POINT OF ENDING on said existing southerly right of way line of Ina Road.

(continued)

EXHIBIT "A" PAGE 1

PROJECT: 010 PM 248 H8479 **LOCATION:** Ina Road T.I. **PARCEL:** 10-1612

010 D(216)S sw 05-27-2016

PARCEL NO. 2:

NEW RIGHT OF WAY LINE DESCRIPTION:

COMMENCING at said South quarter corner of Section 36;

thence along said South line of Section 36, common with said Section 1 and Centerline of Ina Road, South 89°35'12" West 966.10 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on said South right of way line of Ina Road;

thence South 88°27'20" West 546.18 feet to the POINT OF ENDING, being South 00°24'48" West 85.78 feet from said South line of Section 36.

EXHIBIT "A" PAGE 2

 PROJECT: 010 PM 248 H8479
 LOCATION: Ina Road T.I.
 PARCEL: 10-1612

 010 D(216)S
 (WD)
 sw 05-27-2016

DESCRIPTION FOR DRAINAGE EASEMENT

That portion of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3 inch brass cap marking the South quarter corner of Section 36, Township 12 South, Range 12 East, being South 89°24′25" West 2634.86 feet from a 3 inch brass cap marking the Southeast corner of said Section 36;

thence along the South line of said Section 36, common with said Section 1 and Centerline of Ina Road, South 89°35'12" West 348.08 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on said existing southerly right of way line of Ina Road;

thence South 45°24'48" East 35.36 feet;

thence South 00°24'48" East 10.00 feet;

thence South 89°35'12" West 69.60 feet;

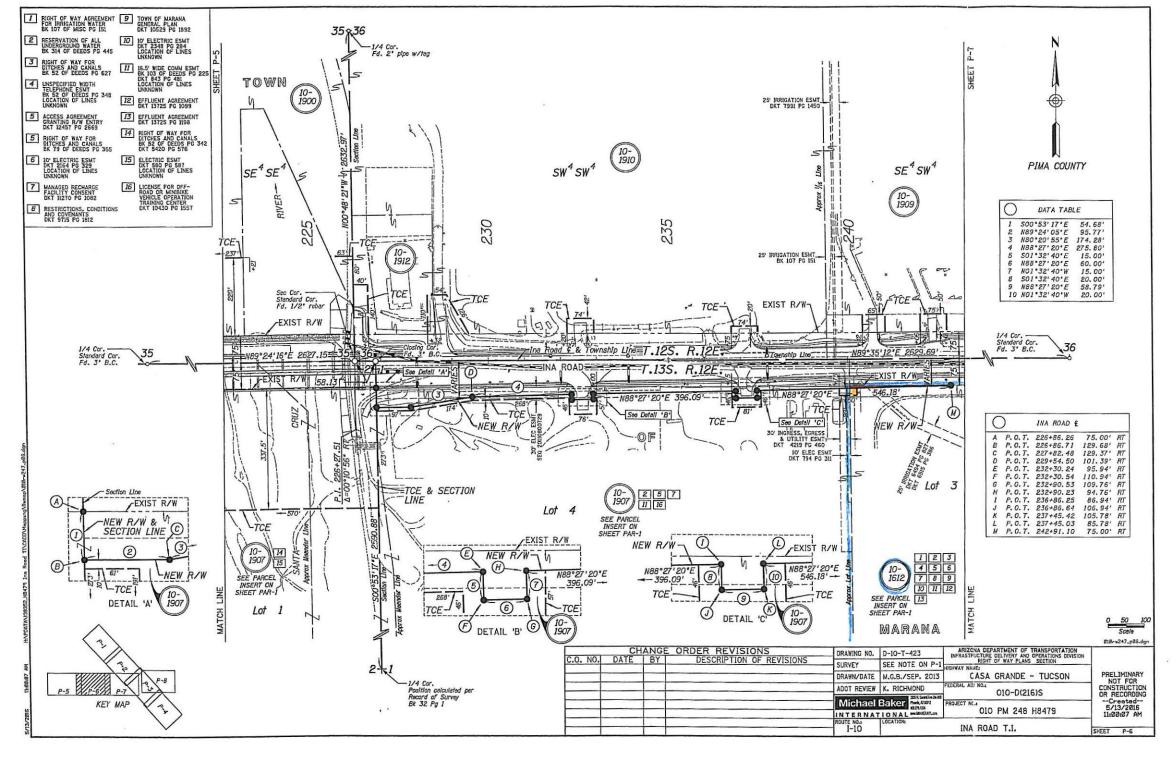
thence North 01°01'10" West 35.00 feet to said existing southerly right of way line of Ina Road;

thence along said existing southerly right of way line of Ina Road, North 89°35'12" East 44.97 feet to the POINT OF BEGINNING.

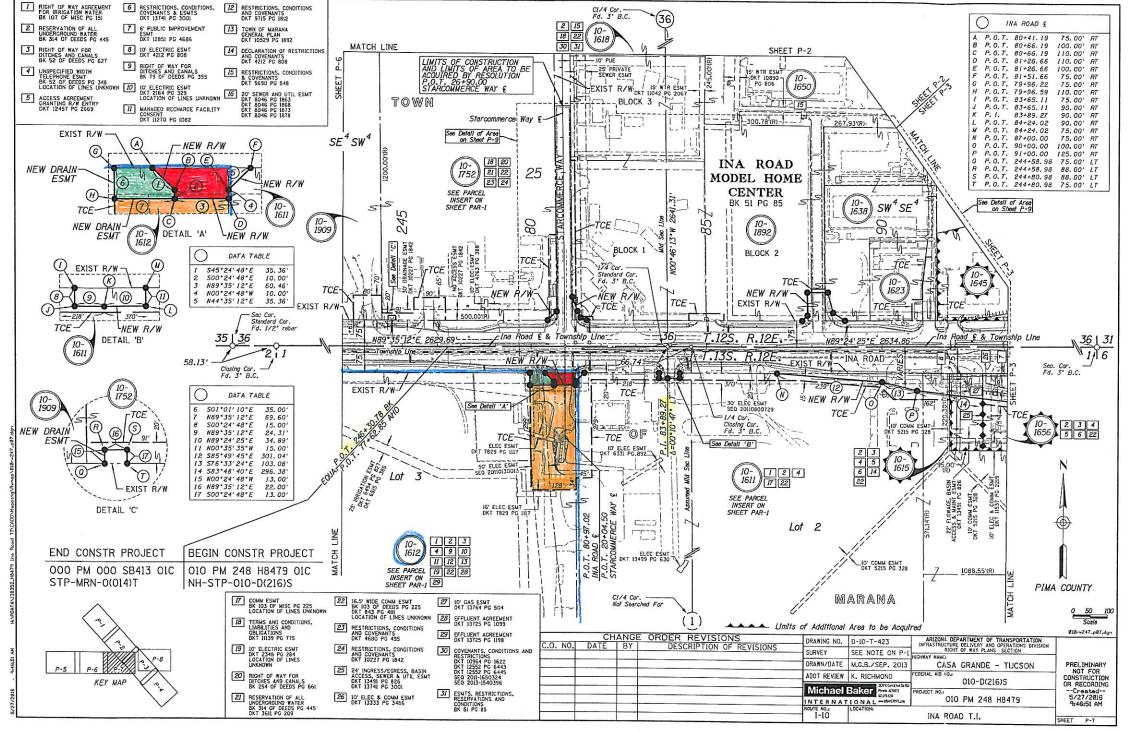
EXHIBIT "A"

 PROJECT: 010 PM 248 H8479
 LOCATION: Ina Road T.I.
 PARCEL: 10-1612

 010 D(216)S
 sw 05-26-2016







Escrow No.

When Recorded Return To Arizona Department of Transportation, R/W Operations Sec. 205 S. 17th Ave., MD 612E Phoenix, AZ 85007-3212

ARIZONA DEPARTMENT OF TRANSPORTATION

DRAINAGE EASEMENT

PIMA COUNTY, a political subdivision of the STATE OF ARIZONA, who acquired title as Sanitary District No. 1 of PIMA COUNTY, a body corporate of the STATE OF ARIZONA, the Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to the STATE OF ARIZONA, by and through its Department Of Transportation, and its successors or assigns, the Grantee, a perpetual easement for the construction and maintenance of drainage features for the protection of a State Highway, together with the right of ingress and egress for said purposes, over that certain real property situated in Pima County, Arizona, described as:

SEE EXHIBIT "A" ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

At such time any of the above granted easement is no longer required by the Grantee, or its assigns, the rights to the particular easement shall cease and terminate only upon resolution by the governing body of the entity holding said easement interest. The resolution shall take effect when recorded in the office of the County Recorder of the county in which the easement is located.

PROJECT: 010 PM 248 H8479

LOCATION: Ina Road T.I.

PARCEL: 10-1612

IN WITNESS WHEREO	F, this instrument is executed	this day of	, 20
see attached sig	nature page		
	NOTARY CER	TIFICATION	
	Capacity claimed	d by signer(s)	
☐ Individual(s)☐ Corporate	☐ ATTORNEY-IN-FACT	· - · · ·	□ OTHER
	Entity(ies) Re	EPRESENTED	
	Title of \$	Signer	
STATE OF)		
County of) SS)		
Refore me		, the undersigned	d officer/notary
on	, 20 personally a	ppeared	. , ,,
		IN WITNESS, my hand and offic	viol coal
· -	R- □ proved to me to be	in withess, my nand and offic	nai seai.
1 ,	ne (s) is/are subscribed to acknowledged to me that	Signature	
he/she/they executed the	ne same in his/her/their	Ţ.	
signature(s) on the instru	and that by his/her/their ment the person(s), or the nich the person(s) acted,	My commission expires:	
		SEAL here	
Approved by the Direct of the Arizona Department of Transportation		Accepted: STATE OF ARIZONA	
-			, 20
	, 20	By	
		By Right of Way Man Document Type: DE Parcel	ager No.: 10-1612

Dated this day of	, 2016	
GRANTOR: Pima County,	a political Subdivision	
Chair, Pima County Board o	of Supervisors	
ATTEST		
Clerk of the Board		
State of Arizona)) ss County of Pima)		
This instrument was acknow Pima County Board of Supe	reledged before me this day of rvisors.	, 2016, by the Chair of the
My Commission Expires:	Notary Pu	ıblic

DESCRIPTION FOR DRAINAGE EASEMENT

That portion of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3 inch brass cap marking the South quarter corner of Section 36, Township 12 South, Range 12 East, being South 89°24'25" West 2634.86 feet from a 3 inch brass cap marking the Southeast corner of said Section 36;

thence along the South line of said Section 36, common with said Section 1 and Centerline of Ina Road, South 89°35'12" West 348.08 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on said existing southerly right of way line of Ina Road;

thence South 45°24'48" East 35.36 feet;

thence South 00°24'48" East 10.00 feet;

thence South 89°35'12" West 69.60 feet;

thence North 01°01'10" West 35.00 feet to said existing southerly right of way line of Ina Road;

thence along said existing southerly right of way line of Ina Road, North 89°35'12" East 44.97 feet to the POINT OF BEGINNING.

EXHIBIT "A"

WHEN RECORDED RETURN TO ARIZONA DEPARTMENT OF TRANSPORTATION, R/W OPERATIONS SEC. 205 S. 17th Ave., MD 612E PHOENIX, AZ 85007-3212 Escrow No.

EXEMPT FROM AFFIDAVIT BY A.R.S. §11-1134-A-3

ARIZONA DEPARTMENT OF TRANSPORTATION

WARRANTY DEED

PIMA COUNTY, a political subdivision of the STATE OF ARIZONA, who acquired title as Sanitary District No. 1 of PIMA COUNTY, a body corporate of the STATE OF ARIZONA, the Grantor, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, does hereby grant, convey and warrant to the STATE OF ARIZONA, by and through its Department of Transportation, the Grantee, that certain real property situated in Pima County, Arizona, more particularly described as:

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

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

 PROJECT: 010 PM 248 H8479
 LOCATION: Ina Road T.I.
 PARCEL: 10-1612

 010-D(216)S
 sw 09-01-2016

The Grantor herein, in accordance with property repurchase agrees to the following:	rights pursuant to A.R.S. §28-7099, hereby elects and		
 □ Waives right of first refusal pursuant to A.R.S. §28-7099, and ADOT at its election, may use, or dispose of any remaining parcel pursuant to any means permitted by law; (initial)(initial) 			
-OR-			
□ Possibly would re-purchase excess land, if any, and h should excess land become available;(initial)(initial)	ereby requests proper notification by the Department		
IN WITNESS WHEREOF, this instrument is executed this _	day of, 20		
See attached signature page	(CICNATURE)		
(SIGNATURE)	(SIGNATURE)		
BY:	BY:		
ITS:	ITS:		
NOTARY CERT Capacity claimed ☐ Individual(s) ☐ Attorney-in-fact ☐ Corporate ☐ Partnership	by signer(s)		
Entity(ies) Re	PRESENTED		
TITLE OF S	IGNER		
STATE OF)) SS			
COUNTY OF)			
Before me,	, the undersigned officer/notary		
on, 20 personally appe	ared		
	IN WITNESS, my hand and official seal.		
□ personally known -OR- □ proved to me to be the person(s) whose name (s) is/are subscribed to the	(Signature of Notary)		
within instrument and acknowledged to me that			
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.	My commission expires:		
	SEAL HERE		
Approved by the Director of the Arizona Department of Transportation	Accepted: STATE OF ARIZONA		
·			
	By		
	By		

Dated this	day of	, 2016	
GRANTOR: Pi	ma County, a politic	al Subdivision	
Chair, Pima Cou	inty Board of Superv	visors	
ATTEST			
Clerk of the Boa	ırd		
State of Arizona County of Pima) ss		
This instrument Pima County Bo	was acknowledged bard of Supervisors.	pefore me this day of	, 2016, by the Chair of the
My Commission	ı Expires:	Notary Pub	lie

DESCRIPTION FOR FEE ESTATE

Those portions of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, which lies between the existing southerly right of way line of Ina Road and the following described **NEW RIGHT OF WAY LINES**:

PARCEL NO. 1:

NEW RIGHT OF WAY LINE DESCRIPTION:

COMMENCING at a 3 inch brass cap marking the South quarter corner of Section 36, Township 12 South, Range 12 East, being South 89°24'25" West 2634.86 feet from a 3 inch brass cap marking the Southeast corner of Section 36;

thence along the South line of said Section 36, common with said Section 1 and Centerline of Ina Road, South 89°35'12" West 348.08 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on said existing southerly right of way line of Ina Road;

thence South 45°24'48" East 35.36 feet;

thence South 00°24'48" East 10.00 feet;

thence North 89°35'12" East 60.46 feet;

thence North 00°24'48" West 10.00 feet;

thence North 44°35'12" East 35.36 feet to the POINT OF ENDING on said existing southerly right of way line of Ina Road.

(continued)

EXHIBIT "A" PAGE 1

PROJECT: 010 PM 248 H8479

LOCATION: Ina Road T.I.

PARCEL: 10-1612

010 D(216)S sw 05-27-2016

PARCEL NO. 2:

NEW RIGHT OF WAY LINE DESCRIPTION:

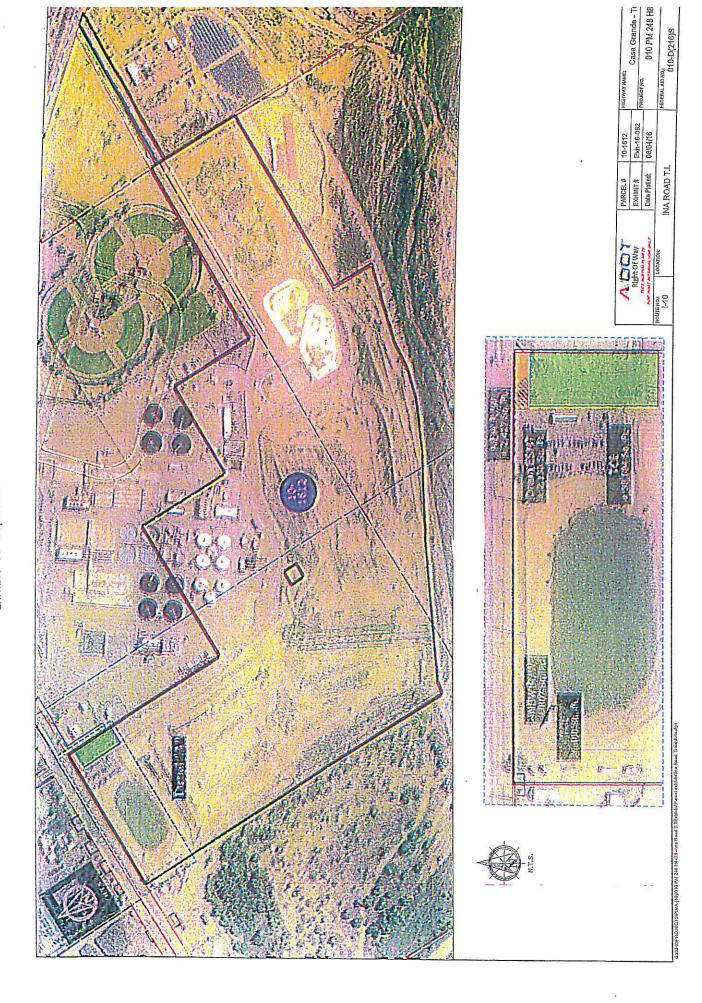
COMMENCING at said South quarter corner of Section 36;

thence along said South line of Section 36, common with said Section 1 and Centerline of Ina Road, South 89°35'12" West 966.10 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on said South right of way line of Ina Road;

thence South 88°27'20" West 546.18 feet to the POINT OF ENDING, being South 00°24'48" West 85.78 feet from said South line of Section 36.

EXHIBIT "A" PAGE 2



ARIZONA DEPARTMENT OF TRANSPORTATION TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant to the **STATE OF ARIZONA**, by and through its **Department of Transportation**, hereinafter termed Grantee, an exclusive temporary construction easement ("TCE") for use by its agents and contractors under Grantee's direction, for construction in connection with the construction of Project No. 010 PM 248 H8479 01C of the CASA GRANDE - TUCSON HIGHWAY (the "Project") across that certain real property situated in Pima County, Arizona, described as:

Those portions of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, as shown in red on the plat(s) attached hereto and made a part hereof (the "Property").

To the extent practicable, Grantee shall leave the Property in the same condition as existing immediately prior to Grantee's entry.

It is further understood and agreed that this TCE is to expire and terminate thirty (30) days after the completion of the Project.

Signed on the day of	
GRANTOR	
See attached signature page	
PRINTED NAME	PRINTED NAME
PRINTED NAME	PRINTED NAME
Approved by the Director of the Arizona Department of Transportation	Accepted: STATE OF ARIZONA
, 20	
(Date Only)	ByRight of Way Manager

PROJECT: 010 PM 248 H8479

LOCATION: Ina Road T.I.

PARCEL: 10-1612

Dated this day of	_, 2016
GRANTOR: Pima County, a political Subdiv	rision
Chair, Pima County Board of Supervisors	<u> </u>
ATTEST	
Clerk of the Board	

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