



Contract Number: CTN. PW-144085  
Effective Date: 11-12-13  
Term Date: 11-12-16  
Cost: ✓  
Revenue: ✓  
Total:                      NTE:                       
Renewal By:                      Action: 8-1-16  
Term: 11-12-16  
Reviewed by: XD

## BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 11/12/13

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

At the November 20, 2012 Pima County Flood Control District meeting the Board of Directors approved a settlement of the Pima County v. Clyde Gilmore et al, Pima County Superior Court Case No. C20114605. As part of the approved settlement the Gilmores agreed to provide the District a Right of First Refusal to purchase property described in the agreement. It is requested that the Board approve and the Chairman execute the Right of First Refusal as part of the approved settlement.

### STAFF RECOMMENDATION(S):

The staff recommends that the Board of Directors Approve and the Chairman execute the Right of First Refusal as part of the approved settlement

Ver. 1  
Vendor. 1

Pgs. 20

To: CHH- 11-6-13 By Dept  
COB- 11-6-13  
Agenda- 11-12-13  
Addendum (3)

PIMA COUNTY COST: \$ Ø and/or REVENUE TO PIMA COUNTY: \$ Ø

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 District will accept the Right of First Refusal to purchase property from the Gilmores as required by the settlement agreement approved by the Board of Directors at the November 20, 2012 meeting for the Pima County v Clyde Gilmore et al., Pima County Superior Court Case No. C20114605.

**IF DENIED:**

The District will not accept the Right of First Refusal to purchase property from the Gilmores as required by the settlement agreement approved by the Board of Directors at the November 20, 2012 meeting for the Pima County v Clyde Gilmore et al., Pima County Superior Court Case No. C20114605.

---

DEPARTMENT NAME: Real Property Services

CONTACT PERSON: Greg Foster

TELEPHONE NO.: 724-6681

## RIGHT OF FIRST REFUSAL

When Recorded, Please Mail To:

Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

<b>CONTRACT</b>
NO. <u>C TN PW 14 000000000000000000 85</u>
<b>AMENDMENT NO.</b> _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

## RIGHT OF FIRST REFUSAL

1. **PARTIES.** This Right of First Refusal ("Agreement") is entered into by and between Clyde Gilmore and B. Athene Gilmore, trustees of the Gilmore Family Revocable Trust dated December 27, 1996 (collectively "Gilmore"), and Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona (the "District") (Gilmore and Flood Control being collectively the "Parties").

### 2. **BACKGROUND AND PURPOSE.**

2.1. Pima County instituted an eminent domain proceeding in Pima County Superior Court, *Pima County v. Clyde Gilmore & B. Athene Gilmore et al.*, C20114605, to acquire a portion of Gilmore's approximately 18.66-acre parcel of real property, presently addressed at 1955 West Birch Way, for road right of way. Gilmore and representatives from the District and Pima County participated in a settlement conference November 15, 2012, before the Honorable Jeffrey Bergin. The parties agreed to a settlement, the material terms of which are memorialized in the Stipulated Judgment filed with the Court February 5, 2013.

2.2. The Stipulated Judgment provided, in part, that Pima County would condemn the portions of Gilmore's property described and depicted in attached **Exhibits A, B, C, and D** (the "County Property"). The Stipulated Judgment further provided that the District would condemn an additional portion of Gilmore's property described and depicted in attached **Exhibits E and F** (the "District Property") and convey to Gilmore adjacent property described and depicted in attached **Exhibits G and H** (the "Additional Property"). The Stipulated Judgment leaves Gilmore with approximately 21.59 acres, consisting of the 9.55-acre Additional Property, along with approximately 12.04 acres remaining of the original Gilmore parcel (the "Remainder Property").

2.3. Under paragraph 14 of the Stipulated Judgment, Gilmore agreed to grant the District a Right of First Refusal to purchase the Remainder Property or Additional Property (collectively, the "First Refusal Property") should Gilmore ever offer the First Refusal Property or any part thereof for sale.

3. **OFFER NOTICE.** From and after the date of this Agreement, any understanding, memorandum, option or agreement to sell the First Refusal Property, or any portion thereof, or offer or market the same, shall be subject to the District's right of first refusal.

3.1. The initial listing to sell the First Refusal Property, or portion thereof which Gilmore intends to offer (the "Offered Property"), along with any documents used in determining value or suitability for a potential sale, or to facilitate a potential sale, shall be provided to the District, authorizing the District to acquire the Offered Property at the same asking price and on the same terms at which the Offered Property will be offered or marketed to third parties (the "Offer Notice"), except that notwithstanding the marketing terms, the District shall have reasonably sufficient time to close;

3.2. Gilmore may thereafter proceed with the efforts to market the Offered Property, but any acceptance by a prospective purchaser or buyer ("Prospective Purchase Agreement") shall be subject to the District having the opportunity to first meet the same price, terms, and conditions as are proposed in any bona fide Prospective Purchase Agreement, except that notwithstanding any provision in a Prospective Purchase Agreement, the District shall be allowed reasonably sufficient time to close. Gilmore shall provide notice to the District of any Prospective Purchase Agreement, along with a copy of the Prospective Purchase Agreement and any documents used in determining value or suitability for a potential sale, or to facilitate a potential sale, other than those documents already provided to the District pursuant to paragraph 3.1, above.

4. **OFFER PERIOD.** The District shall have the option for a period of ninety (90) Calendar Days following receipt of the Offer Notice and a renewed ninety (90) Calendar Days following receipt of any Prospective Purchase Agreement (the "Offer Acceptance Period") to provide Gilmore with written notice of its acceptance of the offer to purchase the Offered Property on the terms and subject to the conditions set forth in the Offer Notice or the Prospective Purchase Agreement (the "District Notice").

5. **ACCEPTANCE OF OFFER.** If the District Notice is given, Gilmore shall be obligated to convey the Offered Property on the terms set forth in the Offer Notice or Prospective Purchase Agreement, whichever is accepted by the District, except that, notwithstanding any term in the Offer Notice or Prospective Purchase Agreement, the

District shall be allowed reasonably sufficient time to close. In the event that the District fails to close, Gilmore shall have the remedies set forth in the Prospective Purchase Agreement. In the event that Gilmore fails to close, the District shall have all remedies available at law.

**REJECTION OF OFFER.** If the District does not accept the offer as set forth above and the parties are otherwise unable to reach mutually satisfactory terms for sale to the District during the Offer Acceptance Period, then Gilmore may proceed pursuant to the terms of the Prospective Purchase Agreement and, if the sale under the Prospective Purchase Agreement closes, this Right of First Refusal is thereafter terminated as to the Offered Property. If the Offered Property is a portion of the First Refusal Property, the District's Right of First Refusal shall remain in effect as to any remaining portion of the First Refusal Property.

6. **EXCLUDED TRANSACTIONS.** The District's Right of First Refusal shall not apply to (i) any mortgage or other debt financing or refinancing of the First Refusal Property, (ii) a sale to an entity which is controlled by Gilmore, or (iii) a transfer to immediate family members by reason of estate planning or death. Any transferee of the First Refusal Property under this Section 7 shall take the First Refusal Property subject to this Agreement.

7. **ASSIGNMENT.** The District may assign its rights under this Agreement to a qualified, public, charitable, nonprofit organization, or another governmental entity, if such organization or entity agrees in writing that it would purchase and utilize the property for flood-control, recreational, or conservation purposes only. No other assignment of the District's rights under this Agreement shall be permitted without the prior written consent of Gilmore, in its sole and absolute discretion.

9. **RECORDATION.** This Agreement shall be recorded in the Official Records of Pima County, Arizona ("Official Records"), as soon as reasonably possible after the Effective Date. If Gilmore, pursuant to this Agreement, consummates the sale or transfer of title to an interest in the First Refusal Property to the District, or if the District fails to timely accept the terms of the Prospective Purchase Agreement, and a sale closes pursuant to that Prospective Purchase Agreement, Gilmore and the District shall execute and record a Termination of Right of First Refusal, as executed by Gilmore and the District, in the Official Records as to the interest in the First Refusal Property sold to the District or sold pursuant to a Prospective Purchase Agreement as described above. If a sale as described under this paragraph involves only a portion of the First Refusal Property, the Termination of Right of First Refusal described in this paragraph shall apply only to that portion of the First Refusal Property sold, and the District's Right of First Refusal as to the remaining First Refusal Property shall remain in effect.

10. **ATTORNEYS FEES.** In the event it becomes necessary for either Gilmore or the District to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including, without limitation reasonable attorneys' fees, court costs, expert witness fees and litigation-related expenses at both trial and appellate levels and regardless of whether suit is actually brought.

11. **NOTICES.**

11.1. Notice Requirements. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand or by courier) or may be sent by certified mail, return receipt requested, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in the manner specified in this Section 11.

11.2. Date of Notice. Any notice sent by personal delivery shall be deemed given on the date of personal delivery. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Any notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt, provided a copy also is delivered via personal delivery or certified mail. If notice is received on Saturday, Sunday or a legal holiday, it shall be deemed received on the next Business Day.

11.3. Addresses. The addresses for Gilmore and the District are as follows:

If to Gilmore:

Clyde Gilmore and B. Athene Gilmore  
1955 West Birch Way  
Tucson, AZ 85704  
Facsimile: \_\_\_\_\_

If to the District:

Attention: Chief Engineer  
Pima County Regional Flood Control District  
97 East Congress Street, Third Floor  
Tucson, AZ 85701  
Facsimile: 520-243-1821

with a copy to:

Attention: Manager, Real Property Services  
Public Works Center  
Pima County  
201 North Stone Avenue, 6th Floor  
Tucson, AZ 85701-1207  
Facsimile: 520-740-6763

11.4. Change of Address; Inability to Deliver. Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 11. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

## 12. **MISCELLANEOUS.**

12.1. Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by Gilmore and the District and recorded in the Official Records, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

12.2. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns, if any, of Gilmore and the District.

12.3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12.4. Descriptive Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions hereof.

12.5. Time of the Essence. Time is of the essence of this Agreement.

12.6. Time Periods. In the event the time for performance of any obligation hereunder expires on a day which is not a Business Day, the time for performance shall be extended to the next Business Day. As used in this Agreement, the term "Business Day" means any day that is not a Saturday, Sunday or legal holiday.

12.7. Construction. Gilmore and the District agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

12.8. Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words "person" and "party" include a corporation, limited liability company, partnership, individual, firm, trust, or association wherever the context so requires.

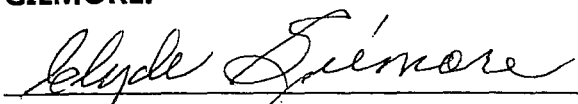
12.9. Exhibits and Schedules. All exhibits and schedules attached hereto and referred to in this Agreement are incorporated herein by this reference and are part of this Agreement.

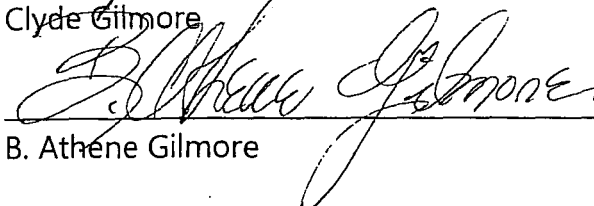
12.10. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

12.11. Termination. 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 District 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.

12.12. Effective Date. This "Effective Date" of this Agreement is that date it is fully executed by Gilmore and the District.

**GILMORE:**

  
Clyde Gilmore

  
B. Athene Gilmore

6-25-13  
Date

25 June 2013  
Date

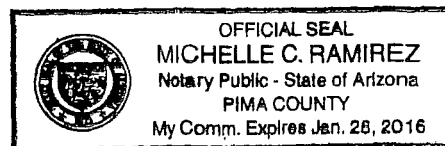


STATE OF ARIZONA            )  
  ) ss.  
County of Pima                )

The foregoing instrument was acknowledged before me the 25 day of June, 2012 by Clyde Gilmore and B. Athene Gilmore.

Michelle C. Ramirez  
Notary Public

My Commission Expires: 1-28-2016



**DISTRICT:**

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Andrew Flagg  
Deputy County Attorney, Civil Division  
**ANDREW FLAGG**

STATE OF ARIZONA            )  
  ) ss.  
County of Pima                )

ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by  
\_\_\_\_\_, as Chairman of the Board of Directors of the Pima County  
Regional Flood Control District, a political taxing subdivision of the State of Arizona, on  
behalf of the Pima County Regional Flood Control District.

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

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



Engineering and Environmental Consultants, Inc.

4625 East Fort Lowell Road | Tucson, Arizona 85712 | Tel 520.321.4625 | Fax 520.321.0333

Revised June 15, 2010

Revised June 1, 2010

May 26, 2010

EEC No. 209007

APN No. 225-06-0360

Gilmore

Set 2420

**EXHIBIT A  
LEGAL DESCRIPTION  
NEW RIGHT-OF-WAY**

That portion of the Northwest One-Quarter (NW ¼) of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of Section 22, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument (punch only) at the Southwest corner of said Section 22, from said point a Brass Cap Survey Monument (punch only) at the West One-Quarter (W ¼) corner of said Section 22 bears North 00°36'15" West a distance of 2,642.38 feet;

THENCE North 00°36'15" West, along the West Line of said Southwest One-Quarter (SW ¼), a distance of 660.60 feet to the South Line of the Northwest One-Quarter (NW ¼) of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of said Section 22;

THENCE North 89°32'49" East, along said South Line, a distance of 30.00 feet to a ½ inch Iron Pin "RLS 14145" at the **POINT OF BEGINNING** on a line 30.00 feet Easterly of and parallel with the West Line of said Southwest One-Quarter (SW ¼);

THENCE North 00°36'15" West, along said parallel line, a distance of 630.59 feet to a ½ inch Iron Pin "RLS 14145" on a line 30.00 feet Southerly of and parallel with the North Line of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of said Section 22;

THENCE North 89°34'01" East, along said parallel line, a distance of 95.00 feet to a ½ inch Iron Pin "RLS 14145" on a line 125.00 feet Easterly of and parallel with the West Line of said Southwest One-Quarter (SW ¼);

THENCE South 00°36'15" East, along said parallel line, a distance of 630.55 feet to a ½ inch Iron Pin "RLS 14145" on the South Line of the Northwest One-Quarter (NW ¼) of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of said Section 22;

THENCE South 89°32'49" West, along said South Line, a distance of 95.00 feet to the **POINT OF BEGINNING**.

[www.eec-info.com](http://www.eec-info.com)

Environmental Services | Flood Control & Drainage | Land Development | Land Surveying  
Landscape Architecture | Natural Resources | Transportation | Water & Wastewater

1000 North 1st Avenue, Suite 100, Tucson, AZ 85711

Revised June 15, 2010

Revised June 1, 2010

May 26, 2010

EEC No. 209007

APN No. 225-06-0360

Gilmore

Set 2420

Page 2

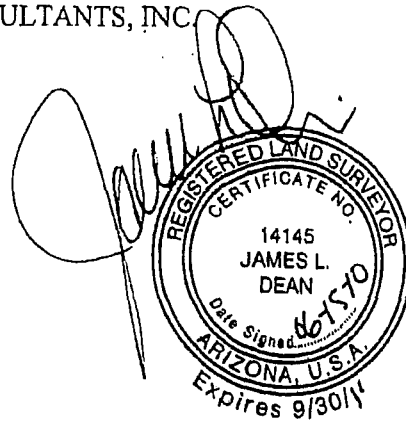
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:\bh

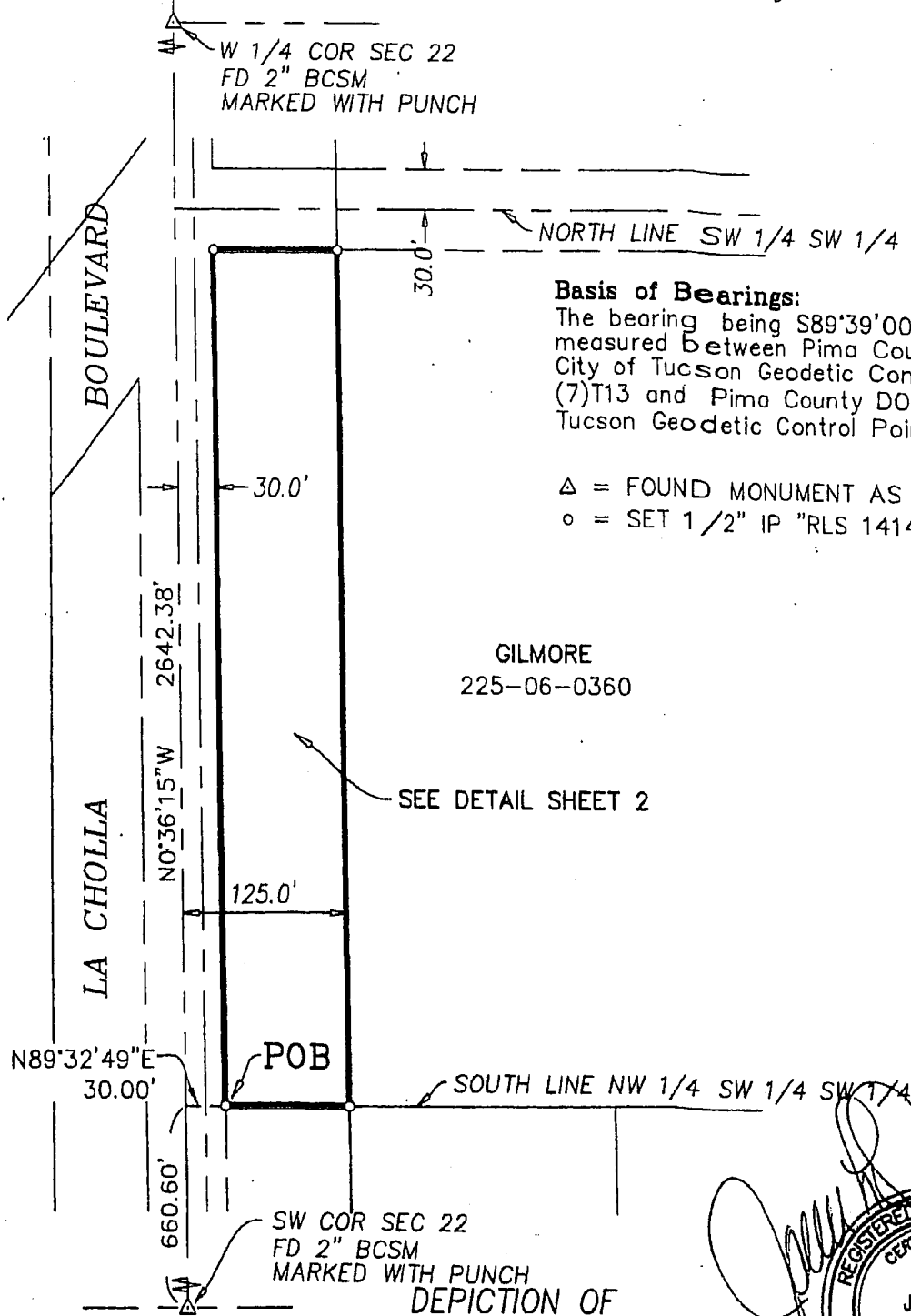
J:\Survey\j\dean\LEGAL\209007\Set 2420 - New Right-of-Way.doc



001



1"=120'



**Basis of Bearings:**

The bearing being S89°39'00.18"W as measured between Pima County DOT-City of Tucson Geodetic Control Point (7)T13 and Pima County DOT-City of Tucson Geodetic Control Point (7)T01.

△ = FOUND MONUMENT AS NOTED

○ = SET 1/2" IP "RLS 14145"



SEC. 22, T-12-S, R-13-E, G&SRM

PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.

TUCSON, ARIZONA 85712 520-321-4625

SET 2420

REV

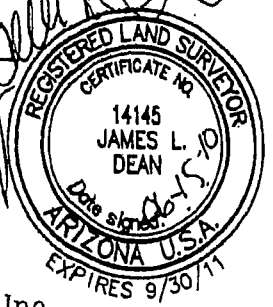
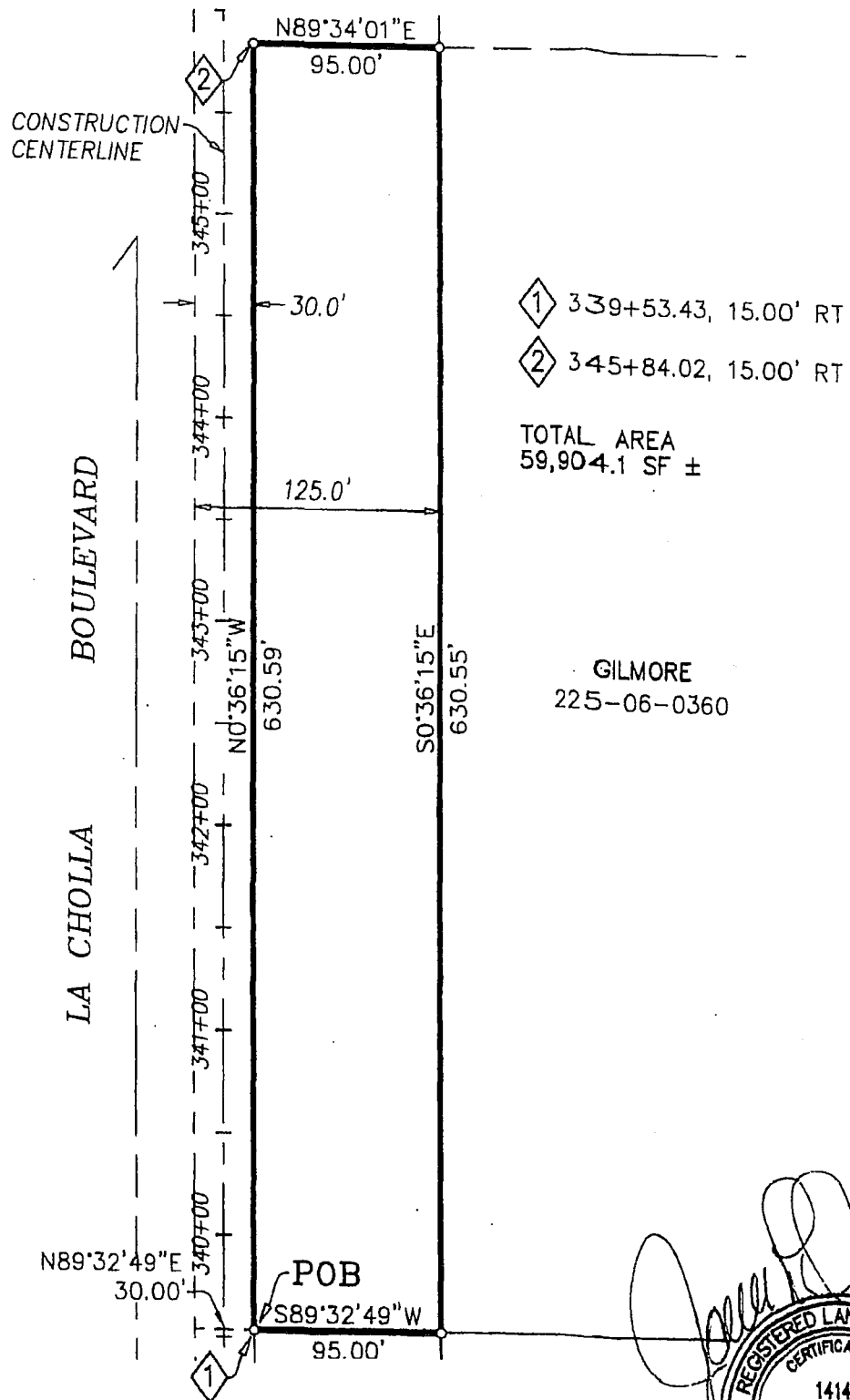
05/26/10

06/15/10

209007

SHT 1 OF 2





SEC. 22, T-12-S, R-13-E, G&SRM  
PIMA COUNTY, ARIZONA  
Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.  
TUCSON, ARIZONA 85712 520-321-4625  
SET 2420  
REV  
05/26/10  
06/15/10

209007  
SHT 2 OF 2





4625 East Fort Lowell Road | Tucson, Arizona 85712 | Tel 520.321.4625 | Fax 520.321.0333

November 3, 2010  
EEC No. 209007  
APN No. 225-06-0360  
Gilmore  
Set 2456

EXHIBIT C

**DESCRIPTION OF  
TEMPORARY CONSTRUCTION EASEMENT**

That portion of the Northwest One-Quarter (NW ¼) of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of Section 22, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument (punch only) at the Southwest corner of said Section 22, from said point a Brass Cap Survey Monument (punch only) at the West One-Quarter (W ¼) corner of said Section 22 bears North 00°36'15" West a distance of 2,642.38 feet;

THENCE North 00°36'15" West, along the West Line of said Southwest One-Quarter (SW ¼), a distance of 660.60 feet to the South Line of the Northwest One-Quarter (NW ¼) of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of said Section 22;

THENCE North 89°32'49" East, along said South Line, a distance of 125.00 feet to a ½ inch Iron Pin "RLS 14145" at the **POINT OF BEGINNING** on a line 125.00 feet Easterly of and parallel with the West Line of said Southwest One-Quarter (SW ¼);

THENCE North 00°36'15" West, along said parallel line, a distance of 630.55 feet to a ½ inch Iron Pin "RLS 14145" on a line 30.00 feet Southerly of and parallel with the North Line of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of said Section 22;

THENCE North 89°34'01" East, along said parallel line, a distance of 60.00 feet to a line 185.00 feet Easterly of and parallel with the West Line of said Southwest One-Quarter (SW ¼);

THENCE South 00°36'15" East, along said parallel line, a distance of 630.53 feet to the South Line of the Northwest One-Quarter (NW ¼) of the Southwest One-Quarter (SW ¼) of the Southwest One-Quarter (SW ¼) of said Section 22;

THENCE South 89°32'49" West, along said South Line, a distance of 60.00 feet to the **POINT OF BEGINNING**.

[www.eec-hill.com](http://www.eec-hill.com)

Environmental Services | Flood Control & Drainage | Land Development | Land Surveying  
Landscape Architecture | Natural Resources | Transportation | Water & Wastewater

Tucson • Phoenix • Flagstaff • Mesa • Scottsdale

November 3, 2010  
EEC No. 209007  
APN No. 225-06-0360  
Gilmore  
Set 2456  
Page 2

Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:\bh

J:\Survey\jld\LEGAL\209007\Set 2456 - TCE.doc

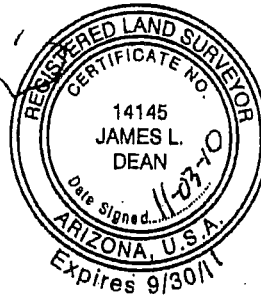
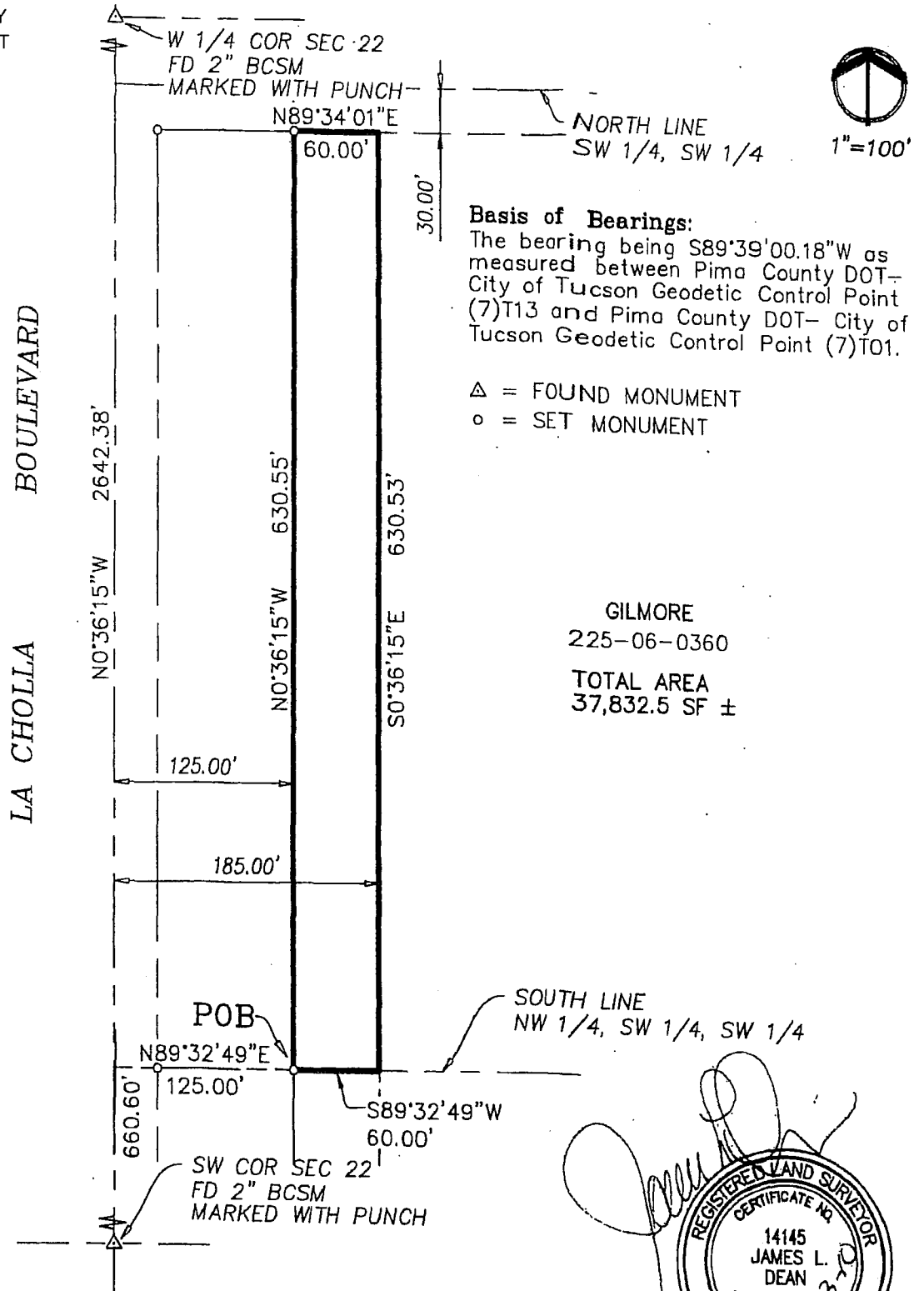




EXHIBIT D  
DEPICITON OF TEMPORARY  
CONSTRUCTION EASEMENT



**TEMPORARY CONSTRUCTION EASEMENT**

SEC. 22, T-12-S, R-13-E, G&SRM  
PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.

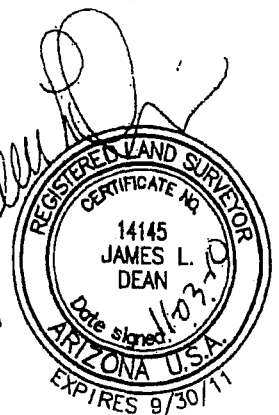
TUCSON, ARIZONA 85712 520-321-4625

SET 2456

11/03/10

209007

SHT 1 OF 1





Revised December 13, 2012  
December 12, 2012  
EEC No. 12048  
Set 8

EXHIBIT E  
**LEGAL DESCRIPTION  
PARCEL TO BE ACQUIRED**

That portion of the Northwest One-Quarter (NW  $\frac{1}{4}$ ) of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of Section 22, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a Brass Cap Survey Monument (punch only) at the Southwest corner of said Section 22, from said point a Brass Cap Survey Monument (punch only) at the West One-Quarter (W  $\frac{1}{4}$ ) corner of said Section 22 bears North  $00^{\circ}36'15''$  West a distance of 2,642.38 feet;

THENCE North  $00^{\circ}36'15''$  West, along the West Line of said Southwest One-Quarter (SW  $\frac{1}{4}$ ), a distance of 660.60 feet to the South Line of the Northwest One-Quarter (NW  $\frac{1}{4}$ ) of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of said Section 22;

THENCE North  $89^{\circ}32'49''$  East, along said South Line, a distance of 125.00 feet to a PK Nail/Tag "RLS 14145" at the **POINT OF BEGINNING** on a line 125.00 feet Easterly of and parallel with the West Line of said Southwest One-Quarter (SW  $\frac{1}{4}$ ), said line being the East Line of the parcel described in Exhibit "A" in Sequence 20112170135 Pima County Recorder's Office, Pima County, Arizona;

THENCE North  $00^{\circ}36'15''$  West, along said parallel line and along said East Line of Exhibit "A" of Sequence 20112170135, a distance of 630.55 feet to a PK Nail/Tag "RLS 14145" on a line 30.00 feet Southerly of and parallel with the North Line of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of said Section 22;

THENCE North  $89^{\circ}34'01''$  East, along said parallel line, a distance of 533.58 feet to a  $\frac{1}{2}$  inch Iron Pin "RLS 14145";

THENCE South  $28^{\circ}00'00''$  West 716.97 feet to a  $\frac{1}{2}$  inch Iron Pin "RLS 14145" on the South Line of the Northwest One-Quarter (NW  $\frac{1}{4}$ ) of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of said Section 22;

Revised December 13, 2012  
December 12, 2012  
EEC No. 12048  
Set 8  
Page 2

THENCE South 89°32'49" West, along said South Line, a distance of 190.32 feet to the **POINT OF BEGINNING**.

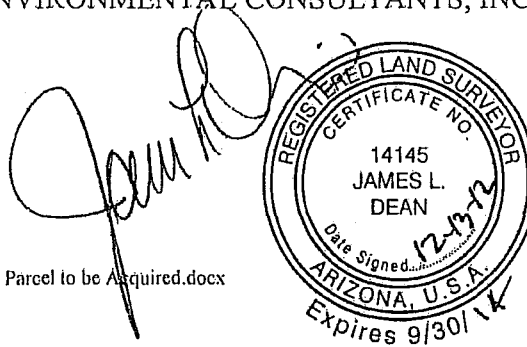
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

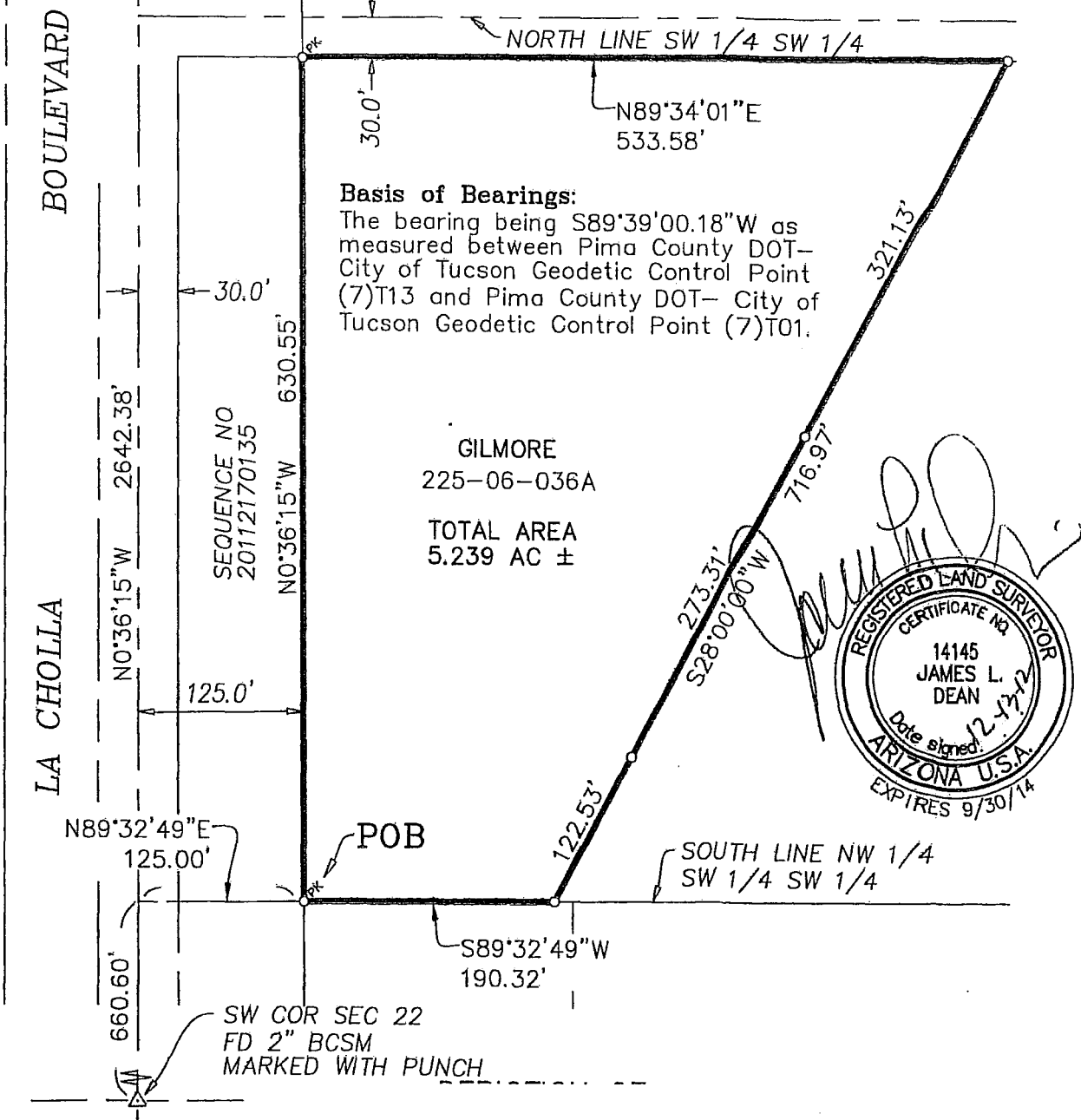
James L. Dean, RLS

JLD:\bh

J:\Survey\jld\LEGAL\12048\Set 8 - Parcel to be Acquired.docx



△ = FOUND MONUMENT AS NOTED  
○ = SET 1/2" IP "RLS 14145"  
○<sup>pk</sup> = SET PK NAIL/TAG "RLS 14145"



## RIGHT OF WAY

SEC. 22, T-12-S, R-13-E, G&SRM

PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.

TUCSON, ARIZONA 85712 520-321-4625

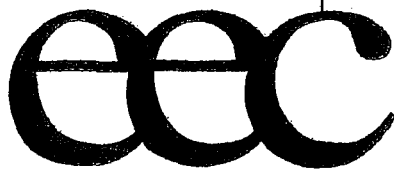
SET 8

REV

12/12/12

12/13/12

12048





Pima County  
Survey

20 November 2012

EXHIBIT G  
**LEGAL DESCRIPTION**

All that portion of those parcels as described in Docket 7924 at Page 1147 and Docket 7938 at Page 913 of record in the office of the County Recorder, Pima County, Arizona, being more particularly described as the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 22, Township 12 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona.

Except the North 30.00 feet thereof.



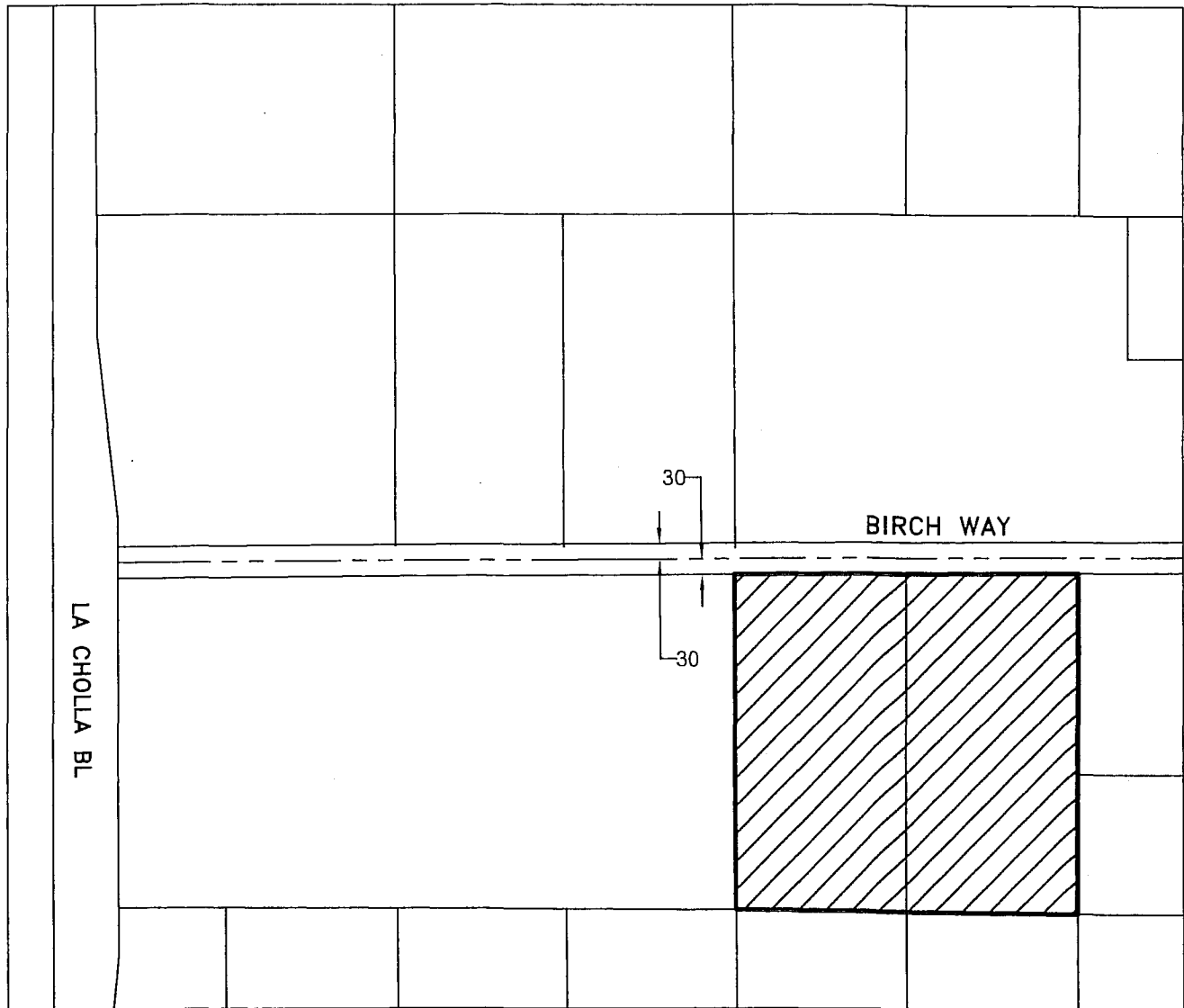
Expires 31 March 2015

SECTION 22  
TOWNSHIP 12 SOUTH  
RANGE 13 EAST

SUBJECT AREA



SECTION 22  
G&SRM  
PIMA COUNTY, ARIZONA



PARCELS



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: DRT

DATE: NOV 2012