



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 22, 2021

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement between the City of Tucson and the Pima County Regional Flood Control District for the Conveyance of Lands for Flood Control Management Purposes

**\*Purpose:**

This item involves two related Intergovernmental Agreements (IGAs) with the City of Tucson (City) related to the Downtown Links transportation improvement project, which includes significant drainage improvements to the Arroyo Chico watercourse. The first IGA, pertains to the Regional Flood Control District's (District) contribution of funding for the drainage work. The second IGA pertains to the transfer of ownership of numerous City properties to the District.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

This IGA commits the City to transfer fee title to 170 parcels, primarily along the regional watercourses to the District. This transfer is partially to compensate for the Downtown Links funding, and partially to make a significant stride toward the goal of the District having fee ownership of the major watercourses. Operational control for the maintenance, planning, and protection of the regional watercourses has been a long standing District objective. The remaining parcels are either ones with existing drainage infrastructure or parcels where drainage infrastructure and/or other public amenities can be constructed and thus support the mission of the District.

**\*Public Benefit:**

These two IGAs support the District's goals of reducing flood risk in Pima County. The first IGA commits the District to funding drainage improvements that replace infrastructure that is undersized and past its design life. The new infrastructure will reduce the risk of flooding in the downtown area. The second IGA commits the City to transfer ownership of parcels along the regional watercourses, among others, to the District giving the District greater operational control of the rivers.

**\*Metrics Available to Measure Performance:**

Timely transfer of parcels

**\*Retroactive:**

No

TO: COB 6-9-21 (3)  
vers.: 1  
pgs.: 38

**Contract / Award Information**Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 21\*481Commencement Date: 06/22/2021 Termination Date: 06/21/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☐ Expense Amount: \$\* 0.00 ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:** Flood Control Tax LevyFunding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** \_\_\_\_\_Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:** \_\_\_\_\_**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Eric Shepp (Martha Guzman 4-4611 for P/U)Department: Regional Flood Control District Telephone: (520) 724-4610Department Director Signature/Date: J. ShieldsDeputy County Administrator Signature/Date: C. R. Schubert 6/8/2021County Administrator Signature/Date: C. R. Schubert 6/8/21  
(Required for Board Agenda/Addendum Items)

Contract No: CT-FC-21481 Amendment No: \_\_\_\_\_

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

**Intergovernmental Agreement between  
the City of Tucson and the  
Pima County Regional Flood Control District for the  
Conveyance of Lands for Flood Control Management Purposes**

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Tucson ("City"), a municipal corporation, and the Pima County Regional Flood Control District ("District"), a political taxing subdivision of the State of Arizona, pursuant to Arizona Revised Statutes (A.R.S.) Section 11-952. City and District are together referred to in this Agreement as the "Parties."

**Recitals**

- A. The Pima County Regional Flood Control District ("District") is authorized by A.R.S. Section 48-3606 (C)(3) to contract and join with any other flood control district, municipality, political subdivision or governmental agency in acquiring, constructing, maintaining and operating flood control works.
- B. The City of Tucson ("City") and the District have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.
- C. City is authorized by A.R.S. §§ 48-572(5), 9-276, and 9-494 to construct, reconstruct or acquire drainage ways and channels, parks, and trail systems.
- D. The City and District have agreed that the District is the appropriate entity to have operational control of the regional watercourses, and certain other properties impacted by flooding and that the City will transfer fee title to the listed City-owned land to the District.

**Agreement**

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein as binding obligations as part of this Agreement, including but not limited to the Recitals, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities and obligations of the Parties for the transfer of parcels of City-owned lands to the District, for the purpose of the District taking over the flood control planning and maintenance, and other obligations, and to address legal and administrative matters among the Parties. For purposes of this agreement, transfer of these parcels is considered "the Project".
2. **Timing.** The parcel transfers will occur in phases. The parcels listed in Exhibit A hereto will be conveyed with this agreement. The remaining parcels listed in Exhibit B hereto will be conveyed during Fiscal Year 2022. The second group of parcels are partial parcel transfers

which require extensive survey work in the field in order to finalize the transfer legal descriptions.

3. **Property Descriptions.** The City, through its Transportation and Mobility Survey group, will develop legal descriptions for the transfer parcels.
4. **Conveyance Instruments.** The City, through its Real Estate Division, will prepare Deeds for transfer of the properties. Transfer shall be by quit claim deeds with reservations for access and maintenance of existing City facilities. Legal descriptions and deeds will be presented to the District for review prior to conveyance.
5. **Access.** Access to other, non-transferred, City properties will be reserved as well, where needed. An example is the Ryland Landfill in the Santa Cruz riverbed between Silverlake Rd and Ajo Way which will be surrounded by District holdings after the transfer. City and District will work cooperatively in scheduling access especially for frequently accessed facilities such as monitoring wells.
6. **Reserved Easements.** The City will develop over time and deliver to District legal descriptions for easements where feasible for known retained facilities and access. City facilities include water lines, wells, monitoring wells, communications, and associated facilities. District acknowledges access may be needed for potholing or Survey work in order to create the legals. City and District will work cooperatively in review of the legal descriptions prepared by City for the partial transfers and retained use easements.
7. **Property Use.** Parties agree the parcels are intended to be transferred and dedicated for public uses in perpetuity, which may include restoration, drainage infrastructure, bank protection, parks and trails and other beneficial public uses. Parties agree that should the District decide to convey any property for private use that the Parties will first reach an agreement for such.
8. **Monitoring.** Parties agree City will have continued access to the properties for monitoring for environmental purposes and that monitoring wells will remain, and new ones be permitted as needed to meet federal, state and local regulations.
9. **Future City Uses.** Parties agree that in addition to continued access by the City for existing facilities, the City will develop future facilities on specific properties, subject to District review and approval, and District will allow access thereto over District or County property. Specifically, a future well and pumping system in the Pantano Wash to serve the Rocking K area is contemplated on RP 736, Assessor Parcel Numbers 205-64-603E and 205-64-603F, also identified as Parcels 55 and 56 in the FY 2021 transfer (see Exhibit C hereto). Also contemplated is a re-creation of the pre-territorial historic foot-crossing of the Santa Cruz River, from Simpson Street to Mission Lane, and associated interpretive park features to be developed with the Barrio Kroger Lane Historic Neighborhood Association (see Exhibit D hereto for approximate location).
10. **Project Manager and Representatives.** City shall furnish a Project Manager for the Project and District shall designate a representative (the "District Liaison") to be a liaison with the Project Manager during construction of the Project. The Project Manager shall coordinate as appropriate with District representatives during construction of the Project.

**11. Disputes.** In the event the Project Manager and District Liaison disagree on any aspect of the Project, the District's Chief Engineer and the City's City Engineer, or their designees, shall meet within seven (7) calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unsettled after that meeting, or if that meeting does not occur within the time frame specified above or otherwise agreed upon, the District's General Manager and the City Manager shall meet within ten (10) calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance.

**12. Term and Termination.**

- a. *Term.* This Agreement shall be effective on the date of the last signature of a party ("Effective Date"). The terms of this Agreement that pertain to construction shall expire on final completion and acceptance of the Project by City.
- b. *Termination.* This Agreement may be earlier terminated under the following circumstances:
  - i. For Cause. A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (45) days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
  - ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.
  - iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, City or District fail to complete the Project.

**13. Indemnification.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing boards or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

- a. *Preexisting conditions.* To the fullest extent permitted by law, City shall indemnify,

defend and hold District, its boards, officers, departments, employees and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material or waste, regulated pursuant to federal, state or local environmental laws, regulations or ordinances, that is present on, in or below or originated from property owned or controlled by City prior to the execution of this Agreement. This includes liability for remedial action costs where property owned or controlled by City prior to the execution of this Agreement is found to be the source of the release or threatened release of a hazardous substance under the Water Quality Assurance Revolving Fund program in Title 49, Chapter 2, Article 5. The District will allow the City access as needed for monitoring and remediation.

- b. *Notice.* Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.
- c. *Negligence of indemnified party.* The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.
- d. *Survival of termination.* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

**14. Insurance.** Each party to this Agreement warrants that it is self-insured or otherwise maintains adequate insurance to fully cover that party's liability regarding the Project.

**15. Books and Records.** City shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with City's records retention policy and made available for inspection by District upon reasonable notice.

**16. Construction of Agreement.**

- a. *Entire Agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
- c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
- d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

- e. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a party in an attempt to reach an agreement on a substitute provision.

**17. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of City or District.

**18. No Joint Venture.** This Agreement shall not be construed to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the City and the District. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other party as a result of this Agreement, including, without limitation, any party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**19. Workers Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

**20.No Third Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third party beneficiary.

**21.Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

- f. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.
- g. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- h. *Conflict of Interest.* This Agreement is subject to the provisions of A.R.S. § 38-511.
- i. *Legal Arizona Workers Act Compliance.* Each party warrants to the other that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State

and Federal Immigration Laws”). Each party further agrees to ensure that each contractor who performs work associated with this Agreement (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work subject to this Agreement advises each subcontractor of the party’s rights, and the subcontractor’s obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor’s employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [District or City] may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party’s contractor doing work subject to this Agreement, or by a subcontractor of that party’s contractor doing work subject to this Agreement shall be deemed to be a material breach of this Agreement subjecting the breaching party to penalties up to and including suspension or termination of this Agreement. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

**22.Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**23.Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term “uncontrollable forces” shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non- action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the party affected, order of any government officer or court (excluding orders promulgated by the party affected), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such



inability with all reasonable dispatch.

**24.Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

**City:**

City of Tucson Transportation and Mobility Department  
Attn: Director  
201 N Stone Avenue, 6<sup>th</sup> Floor, North side  
Tucson, AZ 85701

**District:**

Pima County Regional Flood Control District  
Attn: Director  
97 E Congress Street, 3<sup>rd</sup> Floor  
Tucson, AZ 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any party may, by written notice to the other parties, designate another address or person for receipt of notices under this Agreement.

**25.Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

*In Witness Whereof*, City has caused this Agreement to be executed by the Mayor, upon resolution of the Mayor and Council and attested to by the City Clerk, and the District has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Directors, upon resolution of the Board and attested to by the Clerk of the Board.

THEREFORE, the parties hereto have entered into this Agreement as evidenced by the signatures below.

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Julie Castañeda, Clerk of the Board

\_\_\_\_\_  
Date

CITY OF TUCSON, a municipal corporation

\_\_\_\_\_  
Regina Romero, Mayor Date

ATTEST:

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

### **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between the Pima County Regional Flood Control District and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by the him/her.

CITY OF TUCSON:

\_\_\_\_\_  
Principal Assistant City Attorney

Date

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT:

  
\_\_\_\_\_  
Deputy County Attorney for the District

05/13/2021  
Date

**Exhibit "A"**  
**Legal Descriptions for Transfer of City**  
**Riverbed Properties to the PC RFCD**

**Parcel 1 ("RP 1698")**

Lot 19 in El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Section 2, Pima County, Arizona. (APN 115-17-0580)

**Parcel 2 ("RP 1731")**

The East half of Lot 22 in El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Section 2, Pima County, Arizona. (APN 115-17-063A)

**Parcel 3 ("RP 1748")**

Lot 17 in El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Sections 2 and 3, Pima County, Arizona. (APN 115-17-0560)

**Parcel 4 ("RP 436")**

The Westerly 20 feet of Lot 24 in El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Section 2, Pima County, Arizona. (APN 115-17-065B)

**Parcel 5 & 6 ("RP 570")**

All that portion of Block 16, of Riverside Park Addition, a subdivision recorded in Book 6 of Maps and Plats at Page 7, described as Parcel 1 in Docket 4577 at Page 394 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Northeast Quarter of Section 11, Township 14 South, Range 13 east, Gila & Salt River Meridian, Pima County, Arizona. (APN 116-17-3190 and APN: 116-17-320A)

**Parcel 7 ("RP 568 - East")**

A tract of land situated in Lots 2, 13 and 14 of Section 11, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, according to the survey made by Theo F. White under an Act of Congress, approved February 5, 1875, and **BOUNDED** as follows:

On the north by the south line of Speedway Boulevard, as it presently exists today;

On the west by east and south lines of Parcel 2 of Parcel F as described in Docket 6675 at Page 8701 and by the east line of Block 16 of the plat of "RIVERSIDE PARK ADDITION", a subdivision recorded in Book 6 of Maps & Plats at Page 7;

On the south by the north line St Mary's Road as it presently exists today, AND

On the east by the west lines of that parcel described in Docket 13369 at Page 472 and by the west line of Interstate 10, as it exists today. (APN: 116-16-297A)

**Parcel 8 ("RP 1505")**

Lot 3 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-2970)

**Parcel 9 ("RP 1505")**

Lot 4 in Block 15, Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-2980)

**Parcel 10 ("RP 1493")**

Lot 5 in Block 15, Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-2990)

**Parcel 11 ("RP 1541")**

Lot 7 in Block 15, Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3010)

**Parcel 12 ("RP 1529")**

Lot 8 in Block 15, Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3020)

**Parcel 13 ("RP 1526")**

Lot 9 in Block 15, Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3030)

**Parcel 14 ("RP 1480")**

Lot 10 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E Section 11, Pima County, Arizona. (APN 116-17-3040)

**Parcel 15 ("RP 1559")**

Lot 11 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3050)

**Parcel 16 ("RP 1537")**

Lot 12 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3060)

**Parcel 17 ("RP 1525")**

Lot 13 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3070)

**Parcel 18 ("RP 1506")**

Lot 14 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3080)

**Parcel 19 ("RP 1502")**

Lot 15 except the North 5 feet thereof, in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-309A)

**Parcel 20 ("RP 1583")**

Lot 16 and the North 5 feet of Lot 15, in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-310A)

**Parcel 21 ("RP 1546")**

Lot 17 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3110)

**Parcel 22 ("RP 1490")**

Lot 18 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3120)

**Parcel 23 ("RP 1490")**

Lot 19 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14E, R13S, Section 11, Pima County, Arizona. (APN 116-17-3130)

**Parcel 24 ("RP 1490")**

Lot 20 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3140)

**Parcel 25 ("RP 1556")**

Lot 22 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13, Section 11, Pima County, Arizona. (APN 116-17-3160)

**Parcel 26 ("RP 1556")**

Lot 23 in Block 15 of Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3170)



**Parcels 27 to 36**  
**("RPs 1514, 1547, 1566, 1560, 1598, 1519, 1542 & 570")**

All of Block 17 in Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona, except that South 50 feet of the North 470 feet of the West 100 feet of said Block 17 conveyed to the Pima County Regional Flood Control District in Docket 8990, Page 1165, Records of the Pima County Recorder and further except Speedway Blvd as established. (APNs 116-17-3240, 116-17-3250, 116-17-3260, 116-17-3270, 116-17-3280, 116-17-3300, 116-17-3310, 116-17-3320, 116-17-3330 & 116-17-321E)

**Parcel 37 ("RP 596")**

The West 170 feet of the East 760 feet of the South 100 feet of the Northwest quarter except Silverlake Rd. as established by Road Maps Book 3 Page 138, records of the Pima County Recorder, and as subsequently widened, T14S, R13E, Section 23, Pima County, Arizona. (APN 118-09-038B)

**Parcel 38 ("RP 581")**

The 100 feet by 184 feet portion at the Southwest Corner of the East half of the Northeast quarter of the Northwest quarter, in the records of the Pima County Recorder, T14S, R13E, Section 23 (DEED: DKT 4274 PG 878 06-16-72 & DKT 3813 PG 541) (APN 118-09-0170)

**Parcel 39 ("RP 670")**

Block A of The Gates of Midvale Park Subdivision, as recorded in Book 51 of Maps and Plats at Page 73, records of the Pima County Recorder, T15S, R13E, Section 3, Pima County, Arizona. (APN 137-11-8220)

**Parcel 40 ("RP 1759")**

Lot 15 of El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Section 3, Pima County, Arizona. (APN 115-17-0530)

**Parcel 41 ("RP 1761")**

Lot 16 except the east 80' thereof, of El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Sec. 3, Pima County, Arizona. (APN 115-17-0540)

**Parcel 42 ("RP 1751")**

The east 80 feet of Lot 16 of El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Section 3, Pima County, Arizona. (APN 115-17-0550)

**Parcel 43 ("RP 1752")**

All that portion of Lot 14 of El Rio Acres Subdivision, as recorded in Book 6 of Maps and Plats at Page 11, records of the Pima County Recorder, T14S, R13E, Section 3, Pima County, Arizona, more particularly described as follows:

Beginning at a point on the westerly line of said lot, distant 25 feet southerly from the northwest corner thereof; thence north 44 degrees 13 minutes 3 seconds East, along said westerly line, 25 feet; thence South 45 degrees 46 minutes 57 seconds East, along the North line of said lot, 144.53 feet to the northeast corner thereof; thence South 37 degrees 32 minutes 41 seconds West, along the easterly line of said lot, 75 feet; thence North 27 degrees 53 minutes 3 seconds West, a distance of 161.04 feet to the point of beginning. (APN 115-17-4100)

**Parcel 44 ("RP 1610")**

Lot 21 in Block 15 in Riverside Park Subdivision, as recorded in Book 6 of Maps and Plats at Page 7, records of the Pima County Recorder, T14S, R13E, Section 11, Pima County, Arizona. (APN 116-17-3150)

**Parcel 45 ("RP 589")**

Common Area "A" of Mission District Subdivision, as recorded in Book 65 of Maps and Plats at Page 48, records of the Pima County Recorder, T14S, R13E, Section 14, Pima County, Arizona. (APN 116-20-6380)

**Parcel 46 ("RP 2518")**

The West 233.51 feet of the East 660 feet of the South 44 feet of the North 297 feet of the Northwest quarter, T14S, R13E, Section 23, Pima County, Arizona. (APN 118-09-003H)

**Parcel 47 ("RP 1611")**

The West 120 feet of the South 308.5 feet of the North 890 feet and the East 84 feet of the West 204 feet of the South 296.5 feet of the North 890 feet and the East 12 feet of the West 216 feet of the South 176.5 feet of the North 890 feet of the East half of the Northeast quarter of the Northwest quarter, T14S, R13E, Section 23, Pima County, Arizona. (APN 118-09-010M)

**Parcel 48 ("RP 85")**

Lot 9 except the West 30 feet thereof in Block 19 of American Villa Re-Subdivision to the City of Tucson, Arizona, according to the plat recorded at the Pima County Recorder's Office in Book 3 of Maps and Plats at Page 10 thereof, T14S R13E Section 17, Pima County, Arizona (APN 129-04-304A)

**Parcel 49 ("RP 93")**

The North 35 feet of Lot 10, in Block 20 of American Villa Re-Subdivision to the City of Tucson, Arizona according to the plat recorded in the Pima County Recorder's Office in Book 3 of Maps and Plats at Page 10, T14S, R13E, Section 17, Pima County, Arizona. (APN 129-04-3240)

**Parcel 50 ("RP 1869")**

All that real property described in the Special Dedication Deed recorded under Sequence # 89009746, Docket 8462, Page 134, records of the Pima County Recorder, T15S, R15E, Section 21, Pima County, Arizona. (APN 141-11-003F)

All of that portion of Section 21 in Township 15 South of Range 15 East, G. & S. R. & M., Pima County Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 21, said point being the TRUE POINT OF BEGINNING;

Run thence, North 00° 03' 39" East, along the West line of the Northwest Quarter of Section 21, 749.45 feet;

Thence, North 87° 24' 37" East, 1081.29 feet;

Thence, North 89° 24' 03" East, 736.64 feet;

Thence, South 54° 12' 10 East, 11.19 feet to a point on a curve at which point the radius of said curve bears North 05 00' 11" West;

Thence, Easterly around said curve to the left whose radius is 1690.00 feet, a central angle of 05° 14' 49" and a length of arc of 154.76 feet to a point of reverse curvature;

Thence, Easterly around said curve to the right whose radius is 1910.00 feet, a central angle of 19° 52' 55" and a length of arc of 662.78 feet to a point of reverse curvature;

Thence, Easterly around said curve to the left whose radius is 400.00 feet, a central angle of 47° 17' 36" and a length of arc of 330.17 feet to a point of reverse curvature;

Thence, Easterly around said curve to the right whose radius is 160.84 feet and a central angle of 127° 41' 32" and a length of arc of 358.46 feet to a point on the West right-of-way line of Old Vail Road as recorded in Book 39 at Page 39 of Maps and Plats;

Thence, South 00° 01' 51" West along said West right-of-way line, a distance of 155.68 feet to a point on a curve at which point the radius of said curve bears North 69° 36' 18" West;

Thence, Westerly around said curve to the right whose radius is 160.00 feet, a central angle of 102° 13' 30" and a length of arc of 285.47 feet to a point of reverse curvature;

Thence, Westerly around said curve to the left whose radius is 300.00 feet, a central angle of 30° 36' 19" and a length of arc of 160.25 feet to a point of reverse curvature;

Thence, Westerly around said curve to the right whose radius is 1910.00 feet, and a central angle of 07° 05' 26" and a length of arc of 236.37 feet to a point of reverse curvature;

Thence, Westerly around said curve to the left whose radius is 1690.00 feet, and a central angle of 19° 21' 19" and a length of arc of 570.91 feet to a point of reverse curvature;

Thence Westerly around said curve to the right whose radius is 1910.00 feet, a central angle of 09° 02' 42" and a length of arc 301.51 feet to a point of tangency;

Thence, South 88° 47' 41" West, 638.75 feet;

Thence, South 00° 02' 26" west, 994.14 feet;

Thence South 33° 30' 04" West, 577.52 feet to a point on the Northeasterly right-of-way line of the Southern Pacific Railroad as shown on B.L.M. Railroad Rights-of-Way Map (Phoenix 015584);

Thence, North 56° 29' 56" West, along said Northeasterly right-of-way, 913.29 feet to a point on the West line of the Southwest Quarter of Section 21;

Thence, North 00° 01' 43" East, along the West line of the Southwest Quarter of Section 21, 411.61 feet to the TRUE POINT OF BEGINNING.

#### **Parcel 51 ("RP 2152")**

The Crosswalk and Public Park as dedicated in the plat of Subdivision for San Xavier Addition, recorded in Book 9 of Maps and Plats at Page 54 of the records of the Pima County Recorder, T14S, R13E, Section 27, Pima County, Arizona. (APN 119-21-5990)

**Parcel 52 ("RP 2966")**

The Linear Park as dedicated by the plat of Irvington Plaza Subdivision, as recorded in Book 42 of Maps and Plats at Page 41 of the records of the Pima County Recorder, T14S, R13E, Section 35, Pima County, Arizona. (APN 119-42-009D)

**Parcel 53 ("RP 3214")**

Lot 49, of Golden Dawn Farms, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 4 of Maps, Page 98.

Except that portion conveyed to the City of Tucson, A Municipal Corporation, recorded in Docket 2016, Page 532. (APN 138-17-038A)

**Parcel 54 ("RP3214")**

Lot 56, of Golden Dawn Farms, according to the Plat of Record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 4 of Maps, Page 98. (APN 138-17-0540)

**Parcel 55 ("RP 736")**

The South Half of the Southwest Quarter Section 20, Township 15 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona as described in Docket 140 at Page 506 on record in the Office of the Recorder, Pima County, Arizona. (APN 205-64-603E)

**Parcel 56 ("RP 736")**

The North Half of the Northwest Quarter Section 29, Township 15 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona as described in Docket 140 at Page 506 on record in the Office of the Recorder, Pima County, Arizona. (APN 205-64-603F)

**Parcel 57 ("RP 1483")**

A portion of the Northeast quarter of the Southeast quarter of Section 6. Township 14 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast quarter of the Southeast quarter of said Section 6;

THENCE along the East section line of said Section 6 South 00°05'45" East. a distance of 885.11 feet;

THENCE North 31°51'34" West, a distance of 1,042.55 feet, to a point on the mid-section line of said Section 6;

THENCE along said mid-section line North 89°56'20" East, a distance of 550.30 feet to the POINT OF BEGINNING; (APN: 133-14-2370)

#### **Parcel 58 ("RP 1483")**

All that portion of Exhibit 'A' lying 80 feet southwest of and parallel with the northeast line as recorded in Docket 11433 at Page 2665 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Southeast Quarter Section 6, Township 14 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona. (APN 113-11-003L)

#### **Parcels 59 & 60 ("RP 568")**

All that portion of Parcel 2 of Parcel F described in Docket 6675 at Page 8701 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Northeast Quarter of Section 11, Township 14 South, Range 13 east, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

Those portions of Lots 2, 13 and 14 of Section 11, Township 14 South, Range 13 East, G.&S.R.B.&M., according to the survey made by Theo F. White under act of congress, approved February 5, 1875, more particularly described as follows:

Beginning at point 171 of said White survey; thence North 13° 34' 22" West, 450 feet, more or less, to a point on the south line of West Speedway, as established December 21, 1953; thence easterly along the said south line of West Speedway 50 feet to a point; thence South 13° 34' 22" East, 438 feet, more or less, to a point which is North 72° 38' 38" East, 50 feet, more or less, from said Point 171; thence South 72° 38' 38" West, 50 feet, more or less, to the Point of Beginning; And Beginning at point 171 of said White survey; Run thence South 12° 11' 22" East, 416 feet, more or less, to a point on the easterly projection of Huron Street, as said Huron Street is shown on the map or plat of Riverside Park Addition of record in the Office of the County Recorder in Book 6 of Maps and Plats at Page 7 thereof; thence westerly along said easterly projection of Huron Street, 93 feet, more or less, to a point 180.41 feet from the intersection of the north line of Huron Street, and the east line of Riverside Drive, as shown on the said map or plat of Riverside Park Addition; thence North 12° 11' 22" West, 391.41 feet, more or less, to a point which bears South 72° 38' 38" West, 92.4 feet, from the True Point of Beginning; thence North 72° 38' 38" East, 92.4 feet, to the True Point of Beginning. (APN 116-16-2980 and APN 116-16-2990)

**Parcel 61 ("RP 2604")**

All that portion of the Parcel in described Docket 8558 at Page 121 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Northeast Quarter of Section 28, Township 14 South, Range 15 east, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

All that parcel of land situate within the Northeast Quarter of Section 28, Township 14 South, Range 15 east, Gila and Salt River Base and Meridian, Pima County, Arizona, and lying east of Camino seco, south of Golf Links Road and west of Pantano Wash.

Excepting therefrom the north 100 feet.

Said portion of the "GRANTOR'S PROPERTY" herein conveyed being all that portion lying northeasterly of the following described line: Beginning at the intersection of the north line of Section 28 within the centerline of Camino Seco, as shown on the map or plat of LAKESIDE No. 5, a subdivision of Pima County, Arizona, as recorded in said County Recorder's Office in Book 24 of Maps and Plats at Page 73; thence South 89° 15' 38" East, along said north line, 199.29 feet; thence South 00° 44' 22" West, a distance of 75.00 feet to the True Point of Beginning; thence South 37° 49' 04" East, a distance of 437.09 feet to the Point of Terminus on the south line of said parcel. (APN: 136-14-002F)

**Parcel 62 ("RP 1612")**

The West 290 feet of the East 590 feet of the South 100 feet of the Southeast quarter of the Northwest quarter, except Silverlake Rd as it exists today, T14S, R13E, Section 23, Pima County, Arizona.(APN 118-09-048E)

**Parcel 63 ( Portion of "RP 1068")**

That portion of land recorded in Docket 6040 at Page 102, records of the Pima County Recorder, and lying within the Southeast Quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. (APN 116-23-1790)

**Parcel 64 ( Portion of "RP 1068")**

That portion of land recorded in Docket 5952 at Page 239, records of the Pima County Recorder, and lying within the Southeast Quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. (APN 116-23-1780)

**Parcel 65 (Portion of "RP 1068")**

That portion of land recorded in Docket 6009 at Page 141, records of the Pima County Recorder, and lying within the Southeast Quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. (APN 116-23-1770)

**Parcels 66 & 67 (Portion of "RP 1068")**

That portion of land recorded in Docket 5965 at Page 317, records of the Pima County Recorder, and lying within the Southeast Quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. (APN 116-23-1750 & APN 116-23-1760)

**Parcel 68 ("RP 559")**

All those tracts of land recorded as Parcel 1 & Parcel 2 of Docket 362 at Page 180 and situated in Lots 8, 9 & 10 and that portion of the excluded land between the South Line of Lot 9 and the North line of Lot 10 of Section 2, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, according to the survey made by Theo F. White under an Act of Congress, approved February 5, 1875. (APN: 115-17-0320)

**Parcels 69 & 70 ("RP 559")**

That portion of that tract of land recorded in Parcel 2 of Docket 3918 at Page 226 and that portion of Fractional Lot 3 in the easterly portion of Section 2, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, according to the survey made by Theo F. White under an Act of Congress, approved February 5, 1875, and **BOUNDED** as follows:

On the west by the East Line of Lot 9;

On the northeast by the West Line of Interstate 10, as it exists today, **AND**

On the southwest by the North Line of Lot 10. (APNs: 115-18-0380 and 115-18-0390)

**Parcel 71 ("RP 559")**

A tract of land recorded as Parcel 1 of Docket 3918 at Page 226 and situated in Lot 10 of Section 2, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, according to the survey made by Theo F. White under an Act of Congress, approved February 5, 1875, and **BOUNDED** as follows:

On the north by the North Line of said Lot 10;



On the west by the East Line of the Parcel 2 as recorded in Docket 362 at Page 180;

On the south by the South Line of said Lot 10, AND

On the east by the West Line of Interstate 10, as it exists today. (APN: 115-18-0400)

**Parcels 72 & 73 ("RP 559")**

All that portion of the tract of land recorded in Book 31 of Deeds of Real Estate at Page 621 and situated in Lot 12 of Section 2, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, according to the survey made by Theo F. White under an Act of Congress, approved February 5, 1875, and **BOUNDED** as follows:

On the north by the North Line of said Lot 12;

On the west by the West Lines of said Lot 12 and by the Northwest and Northeast Lines of that parcel recorded in Docket 678 at Page 560;

On the south by the North Line of Speedway Boulevard as it exists today, AND

On the east by the West and North Lines of that parcel recorded in Docket 13379 at Page 496 and by the West Line of Interstate 10, as it exists today. (APNs: 115-18-041F and 115-18-041D)

**Parcel 74 ("RP 1542" NW)**

North 170 feet of the West 100 feet of Lot 17, "RIVERSIDE PARK", a subdivision recorded in Book 6 of Maps & Plats at Page 7 and located in the Northeast Quarter of Section 11, Township 14 South, Range 13 east, Gila & Salt River Meridian, Pima County, Arizona.

EXCEPT all that portion of real property described in Parcel 1 of Parcel F in Docket 6675 at Page 870 on record in the Office of the Pima County Recorder, Pima County, Arizona;

FURTHER EXCEPT that portion of right-of-way described in Docket 4637 at Page 422 on record in the Office of the Pima County Recorder, Pima County, Arizona. (APN: 116-17-334A)

**Parcel 75 ("RP 1542")**

Parcel 1 of Parcel F of Docket 6675 at Page 870 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Northeast Quarter of Section 11, Township 14 South, Range 13 east, Gila & Salt River Meridian, Pima County, Arizona. (APN: 116-17-3350)

**Parcel 76 ("RP 1464" North)**

A portion of that parcel described in Docket 7216 at Page 809 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in Southeast Quarter of Sections 11 and 14, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona. (APN: 116-18-324H)

**Parcel 77 ("RP 1464" North)**

**Parcel A**

That Parcel described in Docket 6937 at Page 938 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in East Half of Section 11, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona

**Parcel B**

All that portion of that Parcel described in Docket 6568 at Page 955 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in East Half of Section 11, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, BOUNDED as follows;

On the east by the east line of Docket 6568 at Page 955;

On the north by the South Line of those parcels described in Dockets 6568 at Page 955 and Docket 7216 at Page 809, AND,

On the southwest by the East and Southeast Lines of Block 'B' of "RIO NUEVO NORTH", a subdivision recorded in Book 36 of Maps and Plats at Page 17 and by Lots 1 and 2 of "RIO NUEVO NORTH RESUB", a subdivision recorded in Book 41 of Maps and Plats at Page 39. (APN: 116-18-324N)

**Parcel 78 ("RP 1464")**

That portion of that irregular shaped parcel described in Docket 7216 at Page 812, records of the Pima County Recorder, and located within the Southeast Quarter of Section 11, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, BOUNDED as follows:

On the southeast by the Southeast line of the parcel described said instrument;

On the northeast by the Northeasterly circular arc of the parcel described said instrument;

On the west by the westerly line of the parcel described said instrument, AND

On the southwest by the Northeasterly lines of Lots 2 and 3 of "RIO NUEVO NORTH RESUB", a subdivision recorded in Book 41 of Maps and Plats at Page 39, Records of the Pima County Recorder. (APN 116-19-162C)

**Parcel 79 ("RP 1464" North)**

All that portion of Parcel 2 as described in Docket 6342 at Page 944 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in Southeast Quarter of Sections 11 and 14, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, BOUNDED as follows;

On the north by the southeast line of the "COTTEN SUBDIVISION" a subdivision recorded in Book 21 of Maps and Plats at Page 53;

On the west by the East Lines of Bonita Avenue and Block I of the "RIO NUEVO NORTH", a subdivision recorded in Book 36 of Maps and Plats at Page 17;

On the south by the north right-of-way of Alameda Street, AND,

On the east by that parcel recorded in Docket 289 at Page 113 and by that portion of Franklin Street as described in Docket 52 at Page 355. (APN: 116-19-176F)

**Parcel 80 ("RP 1464" South)**

All that portion of Parcel 3 as described in Docket 6342 at Page 944 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Southeast Quarter of Section 11 and the Northeast Quarter of Section 14, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona,

EXCEPT Blocks I and S of "RIO NUEVO NORTH" as recorded in Book 36 of Maps and Plats at Page 17,

and FURTHER EXCEPT that parcel described in Docket 4679 at Page 482, all above being records of the Pima County Recorder. (APN: 116-19-194E)

**Parcel 81 ("RP 588")**

All that portion of that Parcel described in Docket 4679 at Page 482 on record in the Office of the Pima County Recorder, Pima County, Arizona and located in the Southeast Quarter of Section 14, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona,

EXCEPT Block S of "RIO NUEVO NORTH" subdivision as recorded in Book 36 of Maps and Plats at Page 17 thereof. (APN: 116-19-194F)

**Parcel 82 ("RP 1464" South)**

All that portion of the Parcel described in Docket 3871 at Page 332 on record in the Office of the Pima County Recorder, Pima County, Arizona, lying North of the North right-of-way line of Congress Street as it currently exists and located in the Southeast Quarter of Section 11 and the Northeast Quarter of Section 14, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona. (APN: 116-19-196D)

**Parcels 83 & 84 ("RP 1464" South)**

All that portion of Block 1 of the "COTTEN SUBDIVISION" as recorded in Book 21 of Maps and Plats at Page 53, lying east of the East right-of-way line of Bonita Avenue as described in "RIO NUEVO NORTH" a subdivision recorded in Book 36 of Maps and Plats at Page 17, and the East lines of Blocks 1, 2, 3 and Common Area 'A' "RIO NUEVO NORTH RESUB." a subdivision recorded in Book 41 of Maps and Plats at Page 39, all records in the office of the Pima County Recorder, Arizona, located in Southeast Quarter of Section 11, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona. (APNs: 116-19-207F and 116-19-207G)

**Parcel 85 (portion of "RP 589")**

All that portion of 'Common Area B' as shown on the "Amended Final Plat for RIO NUEVO" a subdivision recorded in Book 57 of Maps & Plats at Page 40, records of the Pima County Recorder, and located in the Northeast Quarter of Section 14, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, BOUNDED as follows:

On the east by the easterly lines of 'Common Area B' of said subdivision plat,

On the north by the south right-of-way line of Congress Street, as it presently exists,

On the West by the East Lines of Blocks 3, 5 and Common Area 'A' of the "Final Plat for MISSION DISTRICT", a subdivision recorded as Sequence Number 20110840249 on record in the Office of the Pima County Recorder, Pima County, Arizona, AND,

On the south by Exhibit "B" of that parcel recorded as Sequence Number 20120760728, records of the Pima County Recorder. (APN: 116-20-138D)

**Parcel 86 (portions of "RP 581")**

All that portion of Parcel IV recorded in Docket 5300 at Page 875, records of the Pima County Recorder, more particularly described as the West 844 feet of the North 75 feet of the SE1/4 of the NW1/4 located in the Section 23, Township 14 South, Range 13 east, Gila & Salt River Meridian, Pima County, Arizona. (APN: 118-09-018A)

**Parcel 87 (portions of "RP 581")**

All that portion of Parcel VI of Docket 5300 at Page 875, records of the Pima County Recorder, lying south of Starr Pass Boulevard as it exists today and located in the Northwest Quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona. (APN: 118-09-019A)

**Parcel 88 ("RP 1814")**

All of that property recorded in Docket 8124, page 381, records of Pima County, Arizona, located in the east one-half of the east one-half of the southwest one-quarter, Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona. (APN: 118-10-003B)

**Parcel 89 ("RP 1814")**

A portion of that property described in Docket 6365, page 1101, records of Pima County, Arizona, located in the southwest one-quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona described as follows:

All of parcel 3 as recorded in Docket 6365, page 1101, records of Pima County, Arizona. (APN: 118-10-004C)

**Parcel 90 ("RP 2520")**

A portion of that property recorded in Docket 6675, page 870, records of Pima County, Arizona, located in the southeast one-quarter of the southwest one-quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

All of parcel "H" as recorded in Docket 6675, Page 870, records of Pima County, Arizona. (APN: 118-10-019F)

**Parcel 91 ("RP 1814")**

A portion of that property described in Docket 6365, page 1101, records of Pima County, Arizona, located in the southwest one-quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona described as follows:

All of parcel 4 as recorded in Docket 6365, page 1101, records of Pima County, Arizona. (APN:118-10-019G)

**Parcel 92 ("RP 1814")**

All of that property recorded in Docket 6787, page 799, records of Pima County, Arizona, located in the southeast one-quarter of the southwest one-quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona. (APN: 118-10-020A)

**Parcel 93 ("RP 2964")**

A portion of that property recorded in Docket 5201, page 710, records of Pima County, Arizona, located in the northeast one-quarter of the southwest one-quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows (APN: 118-11-011D) :

All that portion of the Southwest quarter of Section 23, Township 14 South, Range 13 East, G&SRM, Pima County, Arizona, said portion hereinafter called the "GRANTORS PROPERTY" and being more particularly described in that certain instrument of record in the Office of the Recorder of said County in Docket 1732 at Page 154, lying within a strip of land 60 feet in width, the southerly line of said strip being described as follows :

Commencing at a point on the east line of Section 23, from which the southeast corner of the northeast quarter of the southeast quarter of said Section bears S. 0° 10' 30" E., a distance of 436.00 feet;

THENCE S. 89° 42' 50" W., parallel to the south line of said Section, 254.21 feet to a point on the west line of that certain parcel conveyed to the State of Arizona by that certain Deed of Record in said County Recorder's office in Docket 1800 at Page 88;

THENCE N. 20° 38' 30" W., along the westerly line of said parcel described in Docket 1800 at Page 88, a distance of 223.00 feet;

THENCE N. 65° 36' 30" W., a distance of 131.49 feet to a point of curvature;

THENCE westerly, along the arc of a circular curve to the left, said curve having a radius of 342.58 feet and an interior angle of 24° 11' 00", a distance of 144.60 feet to an angle point in the north line of that certain parcel recorded in said County Recorder's Office in Docket 820 at Page 206;

THENCE N. 89° 47' 30" W., along the north line of said parcel recorded in Docket 820 at Page 206 and along the north line of that parcel recorded in said County Recorder's Office in Docket 3643 at Page 878, a distance of 187.00 feet to the northwest corner of said last-mentioned parcel;

THENCE S. 0° 10' 30" E., along the west line of said last-mentioned parcel, 10 feet to the POINT OF BEGINNING;

THENCE N. 88° 59' 27" W., 916.52 foot to a point which is 575.00 feet south of a point on the north line of the southeast quarter of said Section 23, said last-mentioned point bearing S. 89° 47'

30" E., a distance of 982 feet from the northwest corner of said southeast quarter;

THENCE S. 89 37' 38" W., along a line parallel with and 60 feet southerly from a northerly line, and its westerly extension of that certain parcel conveyed by that certain Deed of record in said County Recorder's Office in Docket 3085 at Page 128, a distance of 1260 feet, more or less, to the east bank of the Santa Cruz River and the Point of Terminus.

EXCEPT any portion thereof, lying within the right-of-way of Santa Cruz Lane as depicted in Arizona Department of Transportation Project Number: I-10-4-808.

FURTHER EXCEPT any portion thereof, lying within the right-of-way of Fiandaca Blvd.

**Parcel 94 ("RP 1628")**

A portion of that property recorded in Docket 6651, page 294, records of Pima County, Arizona, located in the west one-half of the southwest one-quarter of Section 26, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

All of parcel 1 as recorded in Docket 6651, Page 294, records of Pima County, Arizona. (APN: 119-18-030B)

**Parcel 95 ("RP 1628")**

A portion of that property recorded in Docket 6651, page 294, records of Pima County, Arizona, located in the east one-half of the southwest one-quarter of Section 26, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

All of parcel 2 as recorded in Docket 6651, Page 294, records of Pima County, Arizona. (APN: 119-18-031A)

**Parcel 96 ("RP 1962")**

All that portion of the Northeast quarter of the Northeast quarter of Section 27, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, being that certain real property acquired by the City of Tucson by Final Order of Condemnation No. 251100 recorded in Docket 8643 at page 788 described as follows:

Beginning at the Northeast corner of said Northeast quarter;

Thence South 00°34'27" East, along the east line of said Northeast quarter of the Northeast quarter 658.79 feet to the northeast corner of the South half of the Northeast quarter of the Northeast quarter of Section 27, being the northeast corner of that certain parcel conveyed to James E. Brophy, et al., by that Deed of record in the office of the Recorder of said County in Docket 4135 at page 605;

Thence South 00°34'27" East, along the east line of said parcel, 264.00 feet to a corner in said parcel;

Thence South 89°44'48" West, along a south line of said parcel, 279.18 feet to the TRUE POINT OF BEGINNING;

Thence South 29°28'31" West, a distance of 34.95 feet;

Thence South 89°44'48" West, a distance of 30.00 feet;

Thence North 00°15'12" West, a distance of 5.00 feet;

Thence South 89°44'48" West, a distance of 170.00 feet to a point of curvature;

Thence southwesterly along the arc of a circular curve to the left, having a radius of 266.00 feet and a central angle of 38°10'02", an arc distance of 177.19 feet to its intersection with an easterly line of said parcel conveyed to James E. Brophy, et al.;

Thence North 00°32'05" West, along said east line, 82.22 feet to a corner in Said parcel;

Thence North 89°44'48" East, along a south line of said parcel, 382.11 feet to the TRUE POINT OF BEGINNING. (APN: 119-21-031D)

#### **Parcel 97 ("RP 1593")**

All that parcel described in Docket 6357 at Page 602, records of the Pima County Recorder, and lying in the Southeast Quarter of Section 27, Township 14 South, Range 13 East, G. & S. R. M., Pima County, Arizona. (APN: 119-21-036E)

#### **Parcels 98 & 99 ("RP 1581")**

The south 293.50 feet of the north 323.50 feet, lying East of Valley Road, as existing on March 16, 1982, located the Northwest quarter of the Northwest quarter of Section 35, Township 15 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. (APNs: 120-01-001C & 120-01-001D)

#### **Parcel 100 ("RP 2964")**

A portion of that property recorded in Docket 5201, page 710, records of Pima County, Arizona, located in the northeast one-quarter of the southwest one-quarter of Section 23, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:



The south 60.00 feet of the north 585.00 feet of the east 282.50 feet of the northeast one-quarter of the southwest one-quarter of said Section 23.

Excluding any portion thereof, lying within the right-of-way of Santa Cruz Lane as depicted in Arizona Department of Transportation Project Number: I-10-4-808. (APN: 118-10-002H)

**Parcel 101 ("RP 1437")**

All that property described in Docket 6159 at Page 33, as recorded in the office of the Pima County Recorder, Arizona, being located in Section 35, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona.

TOGETHER WITH that portion of Michigan Street as it exists and described in Docket 7458 at Page 247 and BOUNDED as follows:

On the north by the South Line of Lot 8, Block 6 of Lamar City Acres subdivision as recorded in Book 8 of Maps and Plats at Page 33 on record in the Office of the Pima County Recorder's Office, Pima County, Arizona;

On the west by the southerly prolongation of the West Line said subdivision;

On the south by the westerly prolongation of the South Line of said Michigan Street, AND

On the east by the southerly prolongation of the East Line said Lot 8, Block 6 of said subdivision;

(APN: 120-01-015A & Assessor unparcelled R/W)

**Parcel 102 ("RP 670")**

All that portion of the west half of Section 2, Township 15 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying South of the South right-of-way line of Irvington Road as shown on City of Tucson right-of-way drawing No. R-80-005 and as established by Ordinance 6127 recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 7418 at Page 1043; and being bounded:

on the East by the West right-of-way line of Calle Santa Cruz as shown by the map or plat of PARQUE de SANTA CRUZ, a subdivision of Pima County, Arizona, as recorded in the Office of the Recorder of said County in Book 29 of Maps and Plats at page 48, and on the map of plat of PARQUE de SANTA CRUZ RESUBDIVISION, as recorded in Book 32 of Maps and Plats at page 38;

on the South by the North right-of-way line of Drexel Road as shown by said Parque de Santa Cruz, subdivision maps, Book 29 of Maps & Plats at Page 48, Pima County Recorder; and,

on the West by the East right-of-way line of Valley Road as shown on said Parque de Santa Cruz, subdivision maps or plats.

**EXCEPT** all of that portion of the above-described parcel lying within the northwest quarter of Section 2, and described in that certain Deed recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Seq. #20112590796, described as follows:

COMMENCING at the center line monument of Calle Santa Cruz and Irvington Road, being a 2 inch Brass Cap Survey Monument with punch mark only, to which the Northwest Corner of Section 2, monumented by a 2 inch Brass Cap Survey Monument in a casting, stamped "RLS 20373" with aliquot markings; bears South 89° 10' 40" West (the Basis of Bearings for this legal description per City of Tucson Improvement Plan: 1-2009-039), a distance of 997.20 feet;

Thence South 02°04'38" West along said center line of Calle Santa Cruz (by Book 32 of Maps & Plats at Page 38 and Docket 7418 at Page 1043), a distance of 124.12 feet to a point;

Thence North 87°55'22" West, perpendicular to said center line, a distance of 40.00 feet to a point on the westerly right-of-way line of Calle Santa Cruz, said point being the POINT OF BEGINNING;

Thence South 02°04'38" West along said westerly right-of-way, a distance of 149.85 feet;

Thence North 15°43'31" West, a distance of 14.75 feet;

Thence North 87°55'22" West, a distance of 13.49 feet to a line 58.00 feet west of and parallel with said center line;

Thence North 02°04'38" East along the said parallel line, a distance of 30.00 feet;

Thence South 87°55'22" East, a distance of 5.00 feet to a line 53.00 feet west of and parallel with said center line;

Thence North 02°04'38" East along the said parallel line, a distance of 33.88 feet to a 1/2 inch rebar tagged "RLS 49459";

Thence North 12°19'19" East, a distance of 73.09 feet to the POINT OF BEGINNING. (APN: 137-09-002C)

### **Parcel 103 ("RP 675")**

All that portion of the West half of the West half of Section 11, Township 15 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona; lying:

West of the West line of Calle Santa Cruz as dedicated by the plat of Santa Cruz Industrial Park, a subdivision of Pima County, Arizona, as recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Book 24 at Page 15;

South of the South line of Drexel Road as shown by said plat, and,

North of the North line of Valencia Road as shown by said plat;

**EXCEPT** that certain Valencia Road right of way described and dedicated by Ordinance #6940 recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 8281, Page 1517, described as follows:

BEGINNING at the intersection of the centerline of Valencia Road and Calle Santa Cruz, as shown on the map or plat of SANTA CRUZ INDUSTRIAL PARK, a subdivision of Pima County, Arizona, as recorded in the Office of the Recorder of said County in Book 24 of Maps and Plats at page 15;

Thence N.00°56'59"W., along the centerline of Calle Santa Cruz, 225.61 feet to a point of curvature;

Thence S.89°03'01"W., along a radial line of said curve, 40.00 feet to a point on the west line of Calle Santa Cruz;

Thence S.00°56'59"E., along said west line, 110.61 feet to a point of curvature;

Thence southwesterly, along the arc of a circular curve to the right, having a radius of 40.00 feet and a central angle of 22°01'33", a distance of 15.38 feet to the TRUE POINT OF BEGINNING, being on a line parallel with and 25.00 feet northerly of the north line of Valencia Road as shown on said map or plat;

Thence S.89°03'01"W., along said parallel line, 357.00 feet to the northeast corner of that certain parcel described in that instrument of record in said County Recorder's Office in Docket 1047 at page 73;

Thence S.00°20'16"E., along the east line of said parcel, 25.00 feet to an angle point in Valencia Road;

Thence N.89°03'01"E., along the north line of Valencia Road, 320.15 feet to a point of curvature;

Thence northeasterly, along the arc of a circular curve to the left, having a radius of 40.00 feet and a central angle of 67°58' 27", a distance of 47.45 feet to the TRUE POINT OF BEGINNING.

**FURTHER EXCEPT** that portion described and conveyed by Deed recorded in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 13268 at Page 1152, described as follows:

COMMENCING at an iron pin in an Arizona Department of Transportation casting at the Southwest corner of said Section 11;

THENCE, North 00°14'09" West along the West line of said Section 11, a distance of 195.76 feet to the Southwest corner of the parcel being described, said point being the TRUE POINT OF BEGINNING;

THENCE, continuing North 00°14'09" West a distance of 319.50 feet along the West line of said Section 11 to a point;

THENCE, North 89°45'51" East a distance of 7.00 feet to a point;

THENCE, South 00°14'09" East a distance of 319.50 feet to a point;

THENCE, South 89°45'51" West a distance of 7.00 feet to the TRUE POINT OF BEGINNING.  
(APN: 138-01-004D)

**Parcel 104 ("RP 583")**

That portion of that parcel described in Docket 5972 at Page 221, records of the Pima County Recorder, and located within the Southeast Quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

EXCEPT that Parcel described in Docket 12526 at Page 3024.

FURTHER EXCEPT that Parcel described in Docket 8161 at Page 2316. (APN: 116-23-085B)

**Parcel 105 ("RP 1581")**

That parcel described in Docket 6194 at Page 107, records of the Pima County Recorder, and located within the Northwest Quarter of Section 35, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. (APN: 120-01-005D)

## EXHIBIT "B"

### Parcels to be Described and Conveyed During Fiscal Year 2022

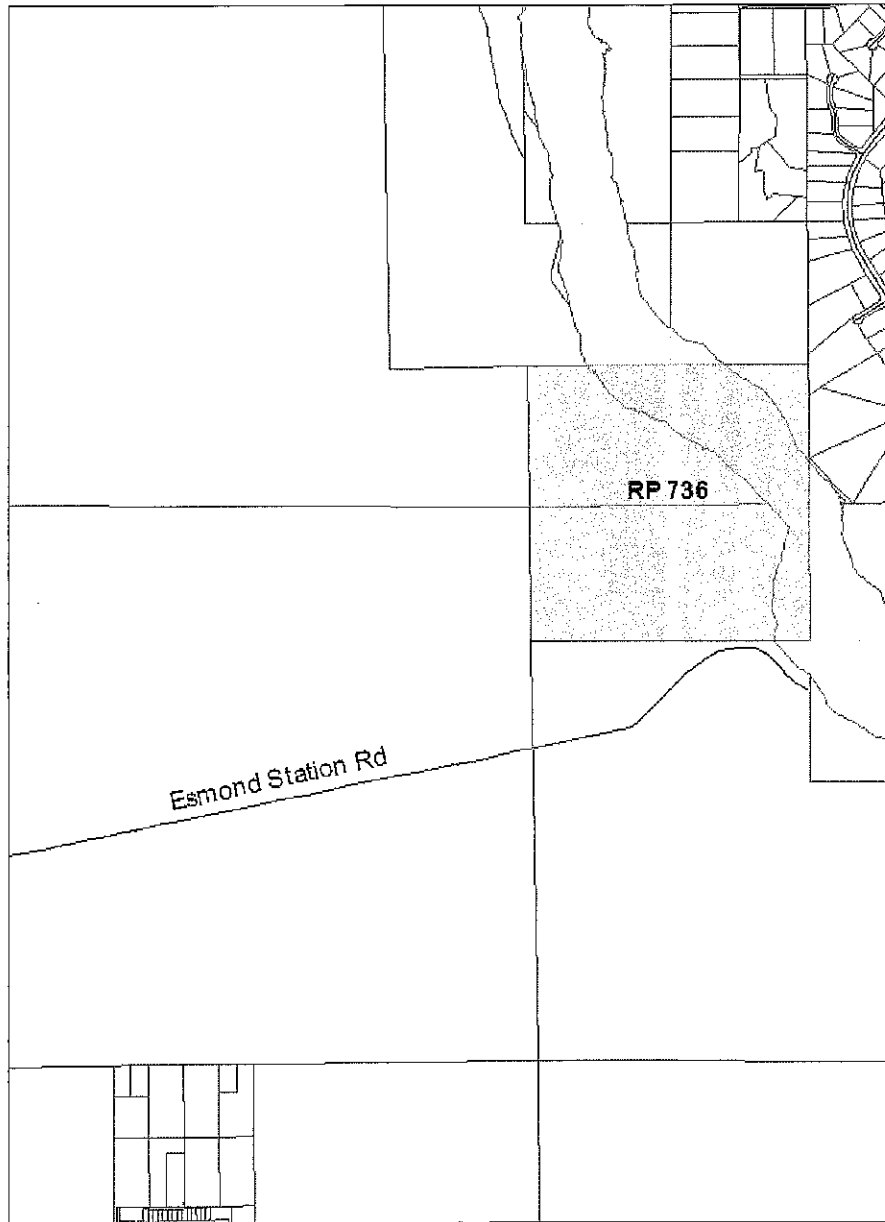
Parcel #	Assessor Parcel No.	"RP#"
106	103-06-092C	519
107	103-09-061B	528
108	107-02-003A	527
109	107-02-003B	527
110	115-17-057C	1760
111	116-19-173C	573
112	116-19-206A	573
113	116-20-138L	589
114	116-22-009C	583
115	116-22-012A	583
116	116-23-086B	583
117	116-23-088B	583
118	116-23-089B	576
119	116-23-0920	583
120	116-23-093A	576
121	116-23-100E	583
122	116-23-102P	583
123	116-23-102T	583
124	118-09-003J	2111
125	118-09-003K	2519
126	118-09-010Q	1611
127	118-09-019B	583
128	118-09-020C	583
129	118-09-022C	597
130	118-09-034A	581
131	118-09-039B	1612
132	118-09-043C	1612
133	119-18-0030	1628
134	119-18-004A	1628
135	119-18-0170	1628
136	119-18-020B	1628

137	119-18-032F	1628
138	119-18-0180	1628
139	120-04-001A	1437
140	101-19-007F	517
141	103-04-001M	518
142	103-04-001R	519
143	103-08-001P	528
144	103-08-001Q	527
145	103-08-001U	528
146	103-09-061A	527
147	103-10-001C	527
148	103-10-001C	527
149	103-19-001S	527
150	107-03-161C	381
151	108-24-015A	1796
152	110-14-016B	1754
153	137-09-001A	1548
154	116-19-2220	1464
155	Portion of Alameda	ROW (*)
156	116-19-2230	1464
157	116-20-035C	577
158	116-23-094B	583
159	116-23-170A	1068
160	Portions of Simpson/Mission	ROW (*)
161	Portion of 26th St	ROW (*)
162	119-18-002C	610
163	120-04-003E	1437
164	Santa Cruz at Ajo Rd	ROW (*)
165	133-11-002D	1483
166	136-13-021E	1403
167	Santa Cruz at Irvington Rd	ROW (*)
168	Ptns at Ft. Lowell & La Cholla	ROW (*)
169	116-17-295A	2798
170	Ptns of Creek St & Beechwood	ROW (*)

(\*) Currently Assessor-unparcelled ROW

## EXHIBIT C

### **“RP 736” FUTURE WELL SYSTEM PANTANO WASH – ROCKING K**



## EXHIBIT D

### SANTA CRUZ RIVER FOOT CROSSING AND INTERPRETIVE PARK SIMPSON ROAD & MISSION LANE

