



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/7/2024

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Freeport-McMoran Sierrita Inc., a Delaware Corporation

***Project Title/Description:**

Agreement to Amend Permanent Easement

***Purpose:**

To amend the recorded access for Freeport-McMoran's well field. (Acq-1162)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Amend the existing access to Freeport-McMoran's well field to improve wet weather access by utilizing an alternate existing access route.

***Public Benefit:**

Avoid removal of desert vegetation and wash erosion that may be caused by improving the existing access.

***Metrics Available to Measure Performance:**

Alternate legal access is provided to Freeport-McMoran's well field through an amendment of the existing easement with nominal compensation of \$100 and \$170 being paid to Pima County and to the Pima County Flood Control District respectively.

***Retroactive:**

No

TO: COB, 4-22-2024
Vers.: 2
pgs.: 24

APR19'24AM1030 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24*0164
Amendment No.: 2 AMS Version No.: 2
Commencement Date: 5/7/2024 New Termination Date: 5/7/2029
Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 270.00

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

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

Contact: Jim Rossi

Department: Real Property Services

Telephone: 724-6318

Department Director Signature: _____

Date: 4/17/2024

Deputy County Administrator Signature: _____

Date: 4/18/2024

County Administrator Signature: _____

Date: 4/18/2024



**AGREEMENT TO AMEND
PERMANENT EASEMENT**

This Agreement (the "**Agreement**") is between, Freeport-McMoran Sierrita Inc., a Delaware corporation, ("**Owner**"), as successor in interest to Phelps Dodge Sierrita Inc., a Delaware corporation, as successor in interest to Cyprus Sierrita Corporation, a Delaware corporation, Pima County, a political subdivision of the State of Arizona ("**County**"), and Pima County Flood Control District a political taxing district of the State of Arizona ("**District**") and will become effective on the Effective Date.

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

1.1. Owner: Freeport-McMoran Sierrita Inc., a Delaware corporation

1.2. County: Pima County, a political subdivision of the State of Arizona

1.3. District: Pima County Flood Control District a political taxing authority of the State of Arizona

1.4. Effective Date: the date all Parties have approved and accepted this Agreement by affixing their signatures.

1.5. Existing Access: An easement was established by that certain Deed and Easement recorded in the office of the Pima County Recorder on April 1, 1986 in Docket 7753 at page 864, as amended by the Amendment to Deed of Easement Agreement recorded in the office of the Pima County Recorder on January 7, 2004 at Seq #20040040066 and rerecorded October 28, 2016, at Seq # 20163020121.

1.6. Release of Access and Establishment of New Access: Exhibit A-15 "Raw Water Supply Line Access Road" of the Amendment to Deed and Easement Agreement shall be partially released as to the portion described by Exhibit A and as depicted by Exhibit A-1 attached hereto. The released segment shall be replaced with two easement segments described by Exhibit B and Exhibit C and depicted by Exhibit B-1 and Exhibit C-1 attached hereto.

1.7. Owner's Address: 6200 Duval Mine Road, Green Valley, AZ 85622

1.8. County and District Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov; and for notice purposes, copy: Rachelle Barr, Deputy County Attorney, Pima County Attorney's Office, Civil Division, 32 N Stone Ave, Suite 2100, Tucson, AZ 85701-1412.

2. **Amendment of Easement Rights.** The Release of Access and Establishment of New Access is being processed with additional consideration paid by Owner to County of One Hundred Dollars (\$100.00) and consideration paid by Owner to District of One Hundred Seventy Dollars (\$170.00).

3. **Consideration.** The amounts stated in the above Sections 2 are the full amounts due, which Owner hereby submits to County and District with this Agreement.

4. **Vacant Land.** The parties acknowledge that the easement areas consist of vacant land and that no personal property is being transferred.

5. **Acceptance.** Upon receipt by Pima County of this Agreement form signed by Owner, the Second Amendment to Deed and Easement Agreement in substantial form as the attached Exhibit D signed by Owner, and the Consideration, County and District shall proceed with scheduling this item on the next available Board of Supervisor's agenda for board consideration.

6. **Recording.** If approved by the Board of Supervisors, within 10 days of the Effective Date, County shall cause to be record at the Pima County Recorder's Office the fully signed Second Amendment to Deed and Easement Agreement.

7. **Use and Enjoyment.** Upon recording, the Owner shall have use and enjoyment of the easement areas in accordance with the terms of the Deed and Easement Agreement as amended and subject to the prior rights of others.

8. **Representations.** Each party acknowledges that no party has made any representations or warranties of any nature to the other(s), and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other(s) that it has fully and completely examined the property, to the extent such grantee has felt necessary or advisable and releases the other parties from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives recording of the documents.

9. **Broker's Commission.** The parties acknowledge that no broker or finder has been used for this transaction. Each party shall indemnify and hold harmless the other(s) against fees, costs, and expenses of defending against such claims made by anyone claiming to have been employed for this transaction.

10. **No Sale.** No party shall sell or encumber its property before recording of the Second Amendment to Deed and Easement Agreement.

11. **Notices.**

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

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

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

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

11.5. Address. County, District and Owner agree that any notice sent to the address set forth in Sections 1.7 and 1.8 herein shall serve as notice by County, District or Owner, as the case may be, to the other.

12. **Survival of Representation and Warranties**. All representations and warranties contained herein survive the recording for ten years.

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

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

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

<u>Exhibit A</u>	Legal Description: Existing Access - County Property
<u>Exhibit A-1</u>	Depiction: Existing Access - County Property
<u>Exhibit B</u>	Legal Description: New Access - County Property
<u>Exhibit B-1</u>	Depiction: New Access - County Property
<u>Exhibit C</u>	Legal Description: New Access – District Property
<u>Exhibit C-1</u>	Depiction: New Access – District Property
<u>Exhibit D</u>	Second Amendment to Deed and Easement Agreement

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

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

Owner: Freeport-McMoran Sierrita Inc., a Delaware corporation


Signature


Date.

President & General Manager
Its

Remainder of Page Intentionally Left Blank
County & District Signature Pages Follow

DISTRICT: PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona:

Chair, District Board

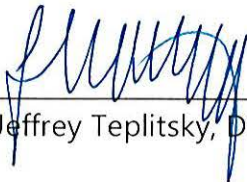
Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

 3/21/2024

Jeffrey Teplitsky, Director, Real Property Services

 4/18/2024

Carmine DeBonis, Deputy County Administrator

APPROVED AS TO FORM:

 03/21/2024

Rachelle Barr, Deputy County Attorney

RPS Acq-1162

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

Chair, Board of Supervisors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

 3/21/2021

Jeffrey Teplitsky, Director, Real Property Services

Carmine DeBonis, Deputy County Administrator

APPROVED AS TO FORM:

 03/21/2024

Rachelle Barr, Deputy County Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

A portion of that 30-foot access road described in Sequence 20163020121, within a portion of Block 35 of Canoa Ranch, as shown in Book 54 of Maps and Plats, Page 74, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the in San Ignacio de la Canoa Land Grant, Pima County, Arizona, more particularly described as follows:

A strip 30.00 feet in width, lying 15.00 feet each side of the following described centerline:

COMMENCING at the southwest corner of Common Area "B" of The Springs II at Santa Rita, as shown in Book 50 of Maps and Plats, Page 68, recorded in the said Pima County Recorder's Office, monumented by a one-half inch rebar with no tag, from which the southeast corner of said Common Area "B", monumented by a one-half inch rebar with tag "RLS 12122", bears South 59°13'03" East (Basis of Bearings) a distance of 2650.14 feet;

THENCE upon the southerly line of said Common Area "B", South 59°13'03" East a distance of 848.58 feet;

THENCE departing said southerly line, South 30°49'28" West a distance of 257.97 feet to the **POINT OF BEGINNING** and the beginning of a non-tangent curve with a radius of 500.00 feet, concave northeasterly, from which the radius point bears North 31°30'15" East;

THENCE southeasterly along said curve, to the left, having a central angle of 13°28'09", for an arc distance of 117.54 feet;

THENCE South 71°57'54" East a distance of 69.18 feet to the beginning of a tangent curve with a radius of 300.00 feet, concave southwesterly;

THENCE southeasterly along said curve, to the right, having a central angle of 31°27'43", for an arc distance of 164.73 feet;

THENCE South 40°30'11" East a distance of 17.21 feet to the beginning of a tangent curve with a radius of 200.00 feet, concave northeasterly;

THENCE southeasterly along said curve, to the left, having a central angle of 26°32'43", for an arc distance of 92.66 feet;

THENCE South 67°02'54" East a distance of 48.13 feet to the beginning of a tangent curve with a radius of 300.00 feet, concave southwesterly;

THENCE southeasterly along said curve, to the right, having a central angle of 18°10'34", for an arc distance of 95.17 feet;

THENCE South 48°52'20" East a distance of 30.44 feet to the beginning of a tangent curve with a radius of 500.00 feet, concave southwesterly;

THENCE southeasterly along said curve, to the right, having a central angle of $14^{\circ}34'27''$, for an arc distance of 127.18 feet;

THENCE South $34^{\circ}17'53''$ East a distance of 19.49 feet to the beginning of a tangent curve with a radius of 500.00 feet, concave northeasterly;

THENCE southeasterly along said curve, to the left, having a central angle of $18^{\circ}49'58''$, for an arc distance of 164.35 feet;

THENCE South $53^{\circ}07'51''$ East a distance of 232.78 feet to the beginning of a tangent curve with a radius of 1000.00 feet, concave southwesterly;

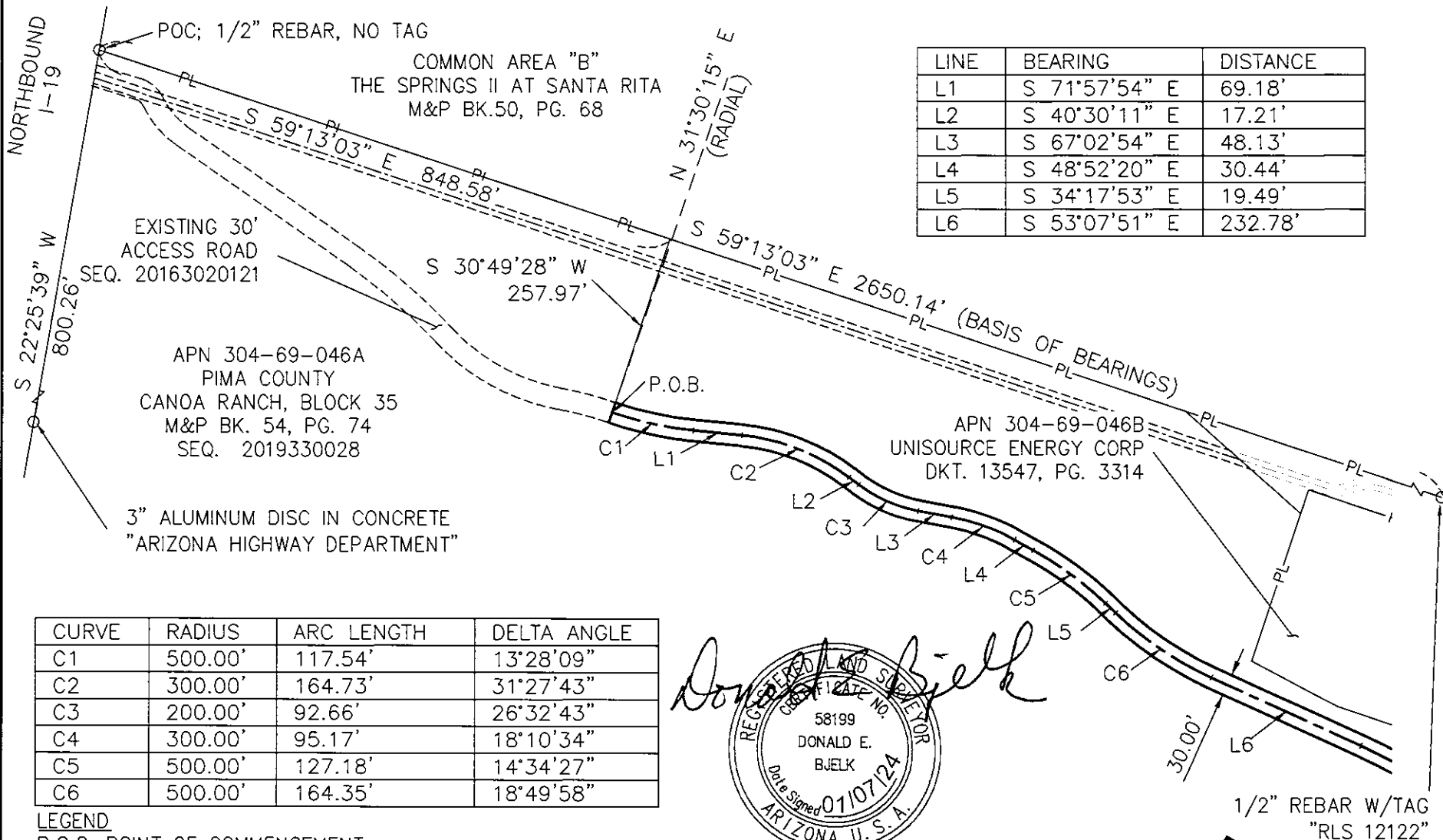
THENCE southeasterly along said curve, to the right, having a central angle of $3^{\circ}46'24''$, for an arc distance of 65.85 feet;

THENCE South $49^{\circ}21'27''$ East a distance of 314.61 feet to the **POINT OF TERMINUS**.

The area of the described 30-foot-wide strip is 1.074 acres, more or less.

Prepared by Psomas





LINE	BEARING	DISTANCE
L1	S 71°57'54\" E	69.18'
L2	S 40°30'11\" E	17.21'
L3	S 67°02'54\" E	48.13'
L4	S 48°52'20\" E	30.44'
L5	S 34°17'53\" E	19.49'
L6	S 53°07'51\" E	232.78'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	500.00'	117.54'	13°28'09\"
C2	300.00'	164.73'	31°27'43\"
C3	200.00'	92.66'	26°32'43\"
C4	300.00'	95.17'	18°10'34\"
C5	500.00'	127.18'	14°34'27\"
C6	500.00'	164.35'	18°49'58\"

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
--PL-- PROPERTY LINE

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7FRE220101

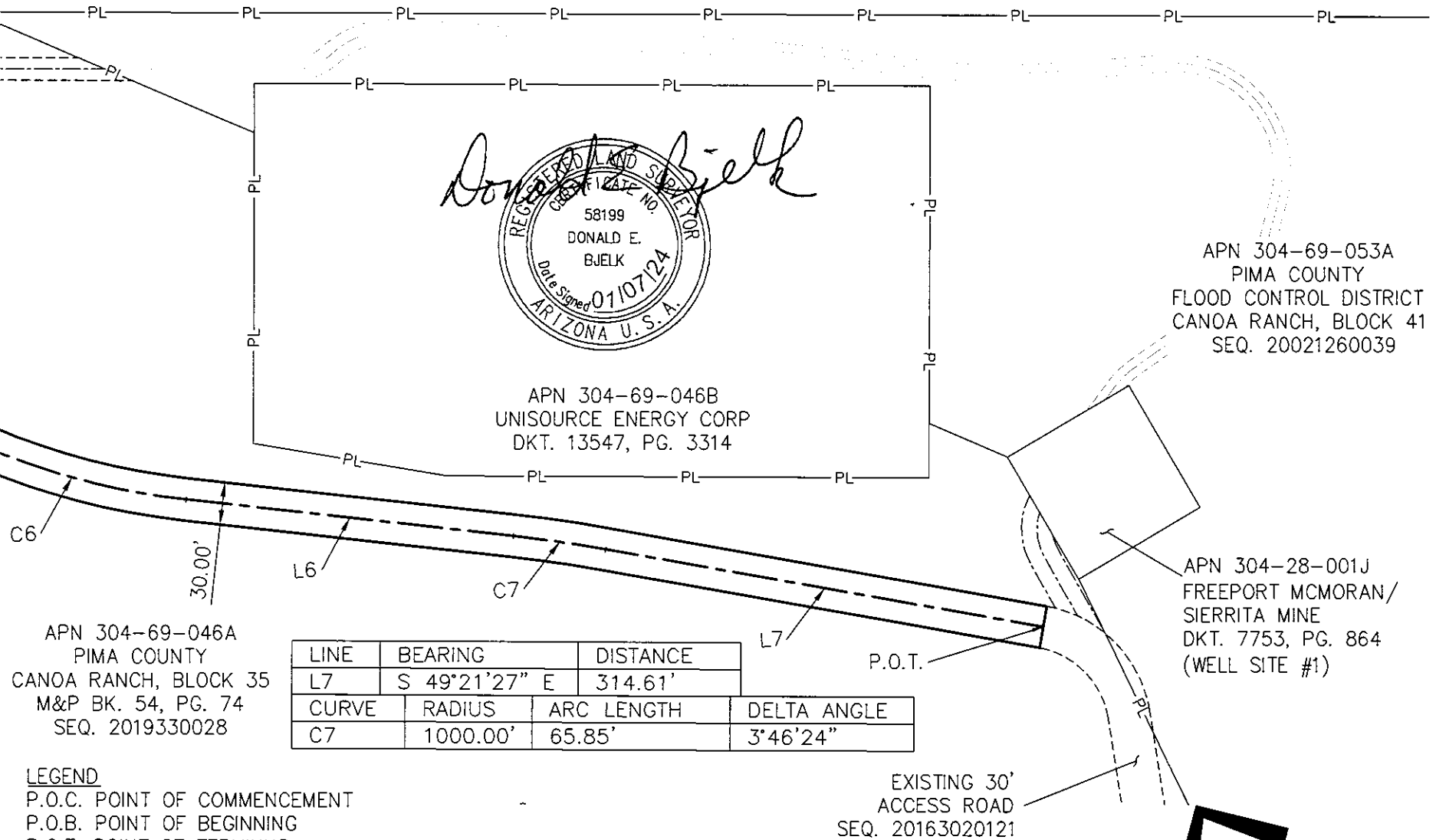
DEPICTION - EXHIBIT A-1

AREA: 1.074 ACRES, MORE OR LESS

A PORTION OF BLOCK 35 OF CANOA RANCH
BOOK 54 OF MAPS AND PLATS, PAGE 74
LOCATED IN THE SAN IGNACIO DE LA CANOA LAND GRANT,
PIMA COUNTY, ARIZONA

DATE: DEC., 2023 • DRAWN BY: DB/VM

PAGE 3 OF 4



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

DEPICTION - EXHIBIT A-1
AREA: 1.074 ACRES, MORE OR LESS
A PORTION OF BLOCK 35 OF CANOA RANCH
BOOK 54 OF MAPS AND PLATS, PAGE 74
LOCATED IN THE SAN IGNACIO DE LA CANOA LAND GRANT,
PIMA COUNTY, ARIZONA

DATE: DEC., 2023 • DRAWN BY: DB/VM

SCALE: 1" = 100'

0 100 200

7FRE220101

PAGE 4 OF 4

EXHIBIT B

LEGAL DESCRIPTION

A portion of that parcel described in Sequence 20193300228, within a portion of Block 35 of Canoa Ranch, as shown in Book 54 of Maps and Plats, Page 74, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the in San Ignacio de la Canoa Land Grant, Pima County, Arizona, more particularly described as follows:

Parcel 1

A strip 16.00 feet in width, lying 8.00 feet each side of the following described centerline:

COMMENCING at the southwest corner of Common Area "B" of The Springs II at Santa Rita, as shown in Book 50 of Maps and Plats, Page 68, recorded in the said Pima County Recorder's Office, monumented by a one-half inch rebar with no tag, from which the southeast corner of said Common Area "B", monumented by a one-half inch rebar with tag "RLS 12122", bears South 59°13'03" East (Basis of Bearings) a distance of 2650.14 feet;

THENCE upon the east line of Interstate 19 Highway, South 22°25'39" West a distance of 39.66 feet, to the **POINT OF BEGINNING**;

THENCE departing said east line, South 59°09'53" East a distance of 987.00 feet;

THENCE South 59°12'42" East a distance of 720.50 feet to the **POINT OF TERMINUS** and a point heretofore known as **Point "A"** upon the common line of Blocks 35 and 41 of said Canoa Ranch, as shown in Book 54 of Maps and Plats, Page 74.

The sidelines of the above-described strip of land shall be lengthened or shortened to terminate at the easterly right of way of Interstate 19 and said common line of said Blocks 35 and 41.

The area of the above-described strip of land is 0.627 acres, more or less.

Parcel 2

A strip 22.00 feet in width, lying 11.00 feet each side of the following described centerline:

COMMENCING at said **Point "A"**;

THENCE southeasterly along the prolongation of said common line of Blocks 35 and 41 South 36°10'32" East a distance of 694.13 feet to the northwest corner of Well Site #1, as described in Docket 7753, Page 864, recorded in said Pima County Recorder's Office;

THENCE upon the westerly line of said Well Site #1, South 00°05'26" West a distance of 44.97 feet to the **POINT OF BEGINNING** and the beginning of a non-tangent curve with a radius of 40.00 feet, concave southeasterly, from which the radius point bears South 42°23'50" East;

THENCE departing said westerly line, southwesterly along said curve, to the left, having a central angle of $46^{\circ}22'09''$, for an arc distance of 32.37 feet;

THENCE South $01^{\circ}14'01''$ West a distance of 48.63 feet to the **POINT OF TERMINUS**, upon the northeasterly line of that 30-foot access road described in Sequence 20163020121, recorded in said Pima County Recorder's Office.

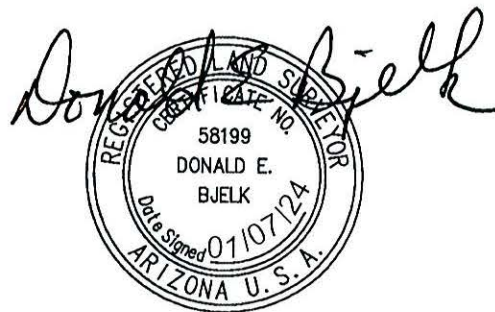
The sidelines of the above-described strip of land shall be lengthened or shortened to terminate at the westerly line of said Well Site #1, and the northeasterly line of said 30-foot access road.

The area of the above-described strip of land is 0.0413 acres, more or less.

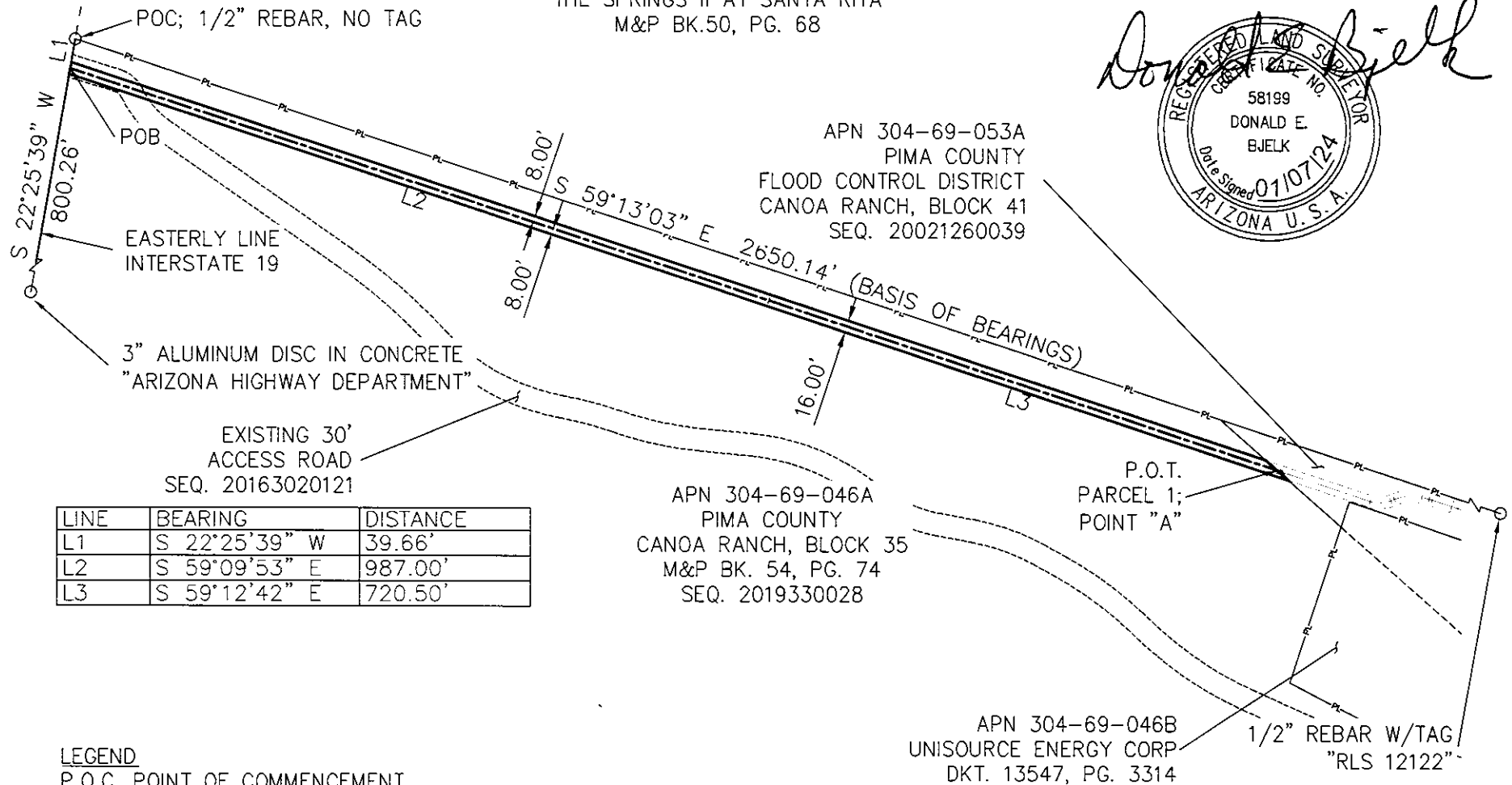
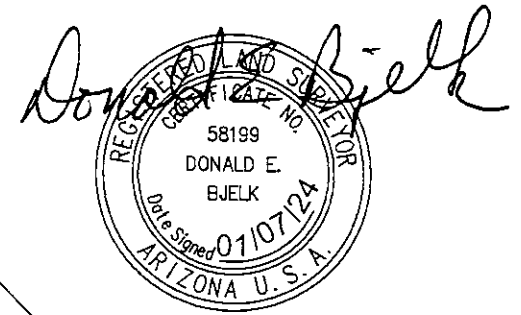
The gross area of Parcel 1 and Parcel 2 above is 0.668 acres.

See the depiction attached hereto and made a part hereof.

Prepared by Psomas



THE SPRINGS II AT SANTA RITA
M&P BK.50, PG. 68



LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
--PL-- PROPERTY LINE

PSOMAS

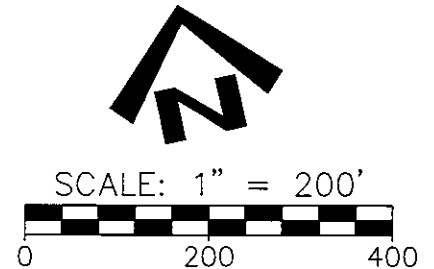
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

PARCEL 1

AREA: 0.627 ACRES, MORE OR LESS

DEPICTION - EXHIBIT B-1

A PORTION OF BLOCK 35 OF CANOA RANCH
BOOK 54 OF MAPS AND PLATS, PAGE 74
LOCATED IN THE SAN IGNACIO DE LA CANOA LAND GRANT,
PIMA COUNTY, ARIZONA



304-69-046B
UNISOURCE ENERGY CORP
DKT. 13547, PG. 3314

P.O.C. PARCEL 2;
POINT "A"

APN 304-69-053A
PIMA COUNTY
FLOOD CONTROL DISTRICT
CANOA RANCH, BLOCK 41
M&P BK. 54, PG. 74
SEQ. 20021260039



APN 304-69-046A
PIMA COUNTY
CANOA RANCH, BLOCK 35
M&P BK. 54, PG. 74
SEQ. 2019330028

EXISTING 30'
ACCESS ROAD
SEQ. 20163020121

LINE	BEARING	DISTANCE	
L1	S 00°05'26" W	44.97'	
L2	S 01°14'01" W	48.63'	
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	40.00'	32.37'	46°22'09"

P.O.B. PARCEL 2

APN 304-28-001J
FREEPORT MCMORAN/
SIERRITA MINE
DKT. 7753, PG. 864
(WELL SITE #1)

P.O.T. PARCEL 2

LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
--PL-- PROPERTY LINE

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

PARCEL 2

AREA: 0.0413 ACRES, MORE OR LESS

DEPICTION - EXHIBIT B-1

A PORTION OF BLOCK 35 OF CANOA RANCH
BOOK 54 OF MAPS AND PLATS, PAGE 74
LOCATED IN THE SAN IGNACIO DE LA CANOA LAND GRANT,
PIMA COUNTY, ARIZONA



SCALE: 1" = 100'



EXHIBIT C

LEGAL DESCRIPTION

A portion of that parcel described in Sequence 20021260039, within a portion of Block 41 of Canoa Ranch, as shown in Book 54 of Maps and Plats, Page 74, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the in San Ignacio de la Canoa Land Grant, Pima County, Arizona, more particularly described as follows:

Parcel 1

A strip 16.00 feet in width, lying 8.00 feet each side of the following described centerline:

COMMENCING at the southwest corner of Common Area "B" of The Springs II at Santa Rita, as shown in Book 50 of Maps and Plats, Page 68, recorded in the said Pima County Recorder's Office, monumented by a one-half inch rebar with no tag, from which the southeast corner of said Common Area "B", monumented by a one-half inch rebar with tag "RLS 12122", bears South 59°13'03" East (Basis of Bearings) a distance of 2650.14 feet;

THENCE upon the east line of Interstate 19 Highway, South 22°25'39" West a distance of 39.66 feet;

THENCE departing said east line, South 59°09'53" East a distance of 987.00 feet;

THENCE South 59°12'42" East a distance of 720.50 feet to the **POINT OF BEGINNING** upon the common line of Blocks 35 and 41 of said Canoa Ranch, as shown in Book 54 of Maps and Plats, Page 74, recorded at the Pima County Recorder's Office;

THENCE South 59°12'42" East a distance of 131.63 feet to the point of curvature of a tangent curve concave to the north;

THENCE easterly along said curve, to the left, having a radius of 40.00 feet and a central angle of 40°22'19", for an arc distance of 28.18 feet;

THENCE North 80°25'00" E a distance of 5.37 feet to the point of curvature of a tangent curve concave to the south;

THENCE easterly along said curve, to the right, having a radius of 60.00 feet and a central angle of 35°35'25", for an arc distance of 37.27 feet;

THENCE South 63°59'35" East a distance of 10.28 feet to the point of curvature of a tangent curve concave to the southwest;

THENCE southeasterly along said curve, to the right, having a radius of 50.00 feet and a central angle of 5°04'32", for an arc distance of 4.43 feet;

THENCE South 58°55'03" East a distance of 27.53 feet to the **POINT OF TERMINUS** of Parcel 1, known herein as **Point "A"**.

PSOMAS

Balancing the Natural and Built Environment

The sidelines of said Parcel 1 shall be lengthened or shortened to terminate at the said common line of said Blocks 35 and 41 at the westerly end of the described centerline and terminate at points perpendicular to the described centerline at the easterly end.

The area of Parcel 1 is 0.0899 acres, more or less.

Parcel 2

A strip 12.00 feet in width, lying 6.00 feet each side of the following described centerline:

BEGINNING at said **Point "A"**;

THENCE South 58°55'03" East a distance of 8.72 feet to the point of curvature of a tangent curve concave to the southwest;

THENCE southeasterly along said curve, to the right, having a radius of 80.00 feet and a central angle of 5°50'51", for an arc distance of 8.16 feet;

THENCE South 53°04'12" East a distance of 55.06 feet to the point of curvature of a tangent curve concave to the northeast;

THENCE southeasterly along said curve, to the left, having a radius of 100.00 feet and a central angle of 5°09'49", for an arc distance of 9.01 feet;

THENCE South 58°14'01" East a distance of 72.28 feet to the point of curvature of a tangent curve concave to the southwest;

THENCE southeasterly along said curve, to the right, having a radius of 400.00 feet and a central angle of 2°27'00", for an arc distance of 17.10 feet;

THENCE South 55°47'01" East a distance of 43.23 feet to the point of curvature of a tangent curve concave to the southwest;

THENCE southeasterly along said curve, to the right, having a radius of 300.00 feet and a central angle of 2°33'42", for an arc distance of 13.41 feet;

THENCE South 53°13'19" East a distance of 50.28;

THENCE South 52°18'27" East a distance of 59.81 feet to the point of curvature of a tangent curve concave to the northeast;

THENCE southeasterly along said curve, to the left, having a radius of 500.00 feet and a central angle of 11°21'25", for an arc distance of 99.11 feet;

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Balancing the Natural and Built Environment

THENCE South 63°39'51" East a distance of 79.01 feet to the point of curvature of a tangent curve concave to the west;

THENCE southerly along said curve, to the right, having a radius of 76.00 feet and a central angle of 109°09'52", for an arc distance of 144.80 feet;

THENCE South 45°30'00" West, a distance of 33.78 feet to the point of curvature of a tangent curve concave to the northwest;

THENCE southwesterly along said curve, to the right, having a radius of 60 feet and a central angle of 33°39'57", for an arc distance of 35.25 feet;

THENCE South 79°09'57" West, a distance of 31.67 feet to the point of curvature of a tangent curve concave to the northwest;

THENCE southwesterly along said curve, to the right, having a radius of 50 feet and a central angle of 6°43'14", for an arc distance of 5.86 feet;

THENCE South 85°53'11" West, a distance of 56.75 feet to the point of curvature of a tangent curve concave to the south;

THENCE southwesterly along said curve, to the left, having a radius of 60 feet and a central angle of 18°32'26", for an arc distance of 19.42 feet;

THENCE South 67°20'45" West, a distance of 11.77 feet to the north line of that parcel described in Docket 7753, Page 864, known as Well Site #1, recorded in said Pima County Recorder's Office and the **POINT OF TERMINUS** of Parcel 2.

The sidelines of said Parcel 2 are to be lengthened or shortened to meet the north line of said Well Site #1 and the easterly line of said Parcel 1.

The area of Parcel 2 is 0.2354 acres, more or less.

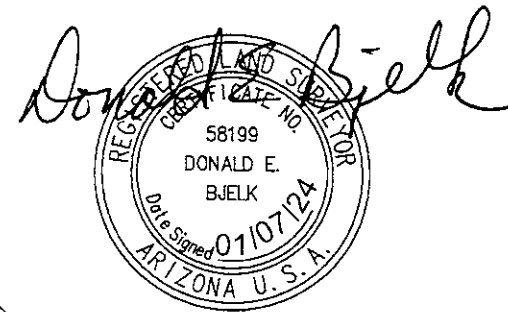
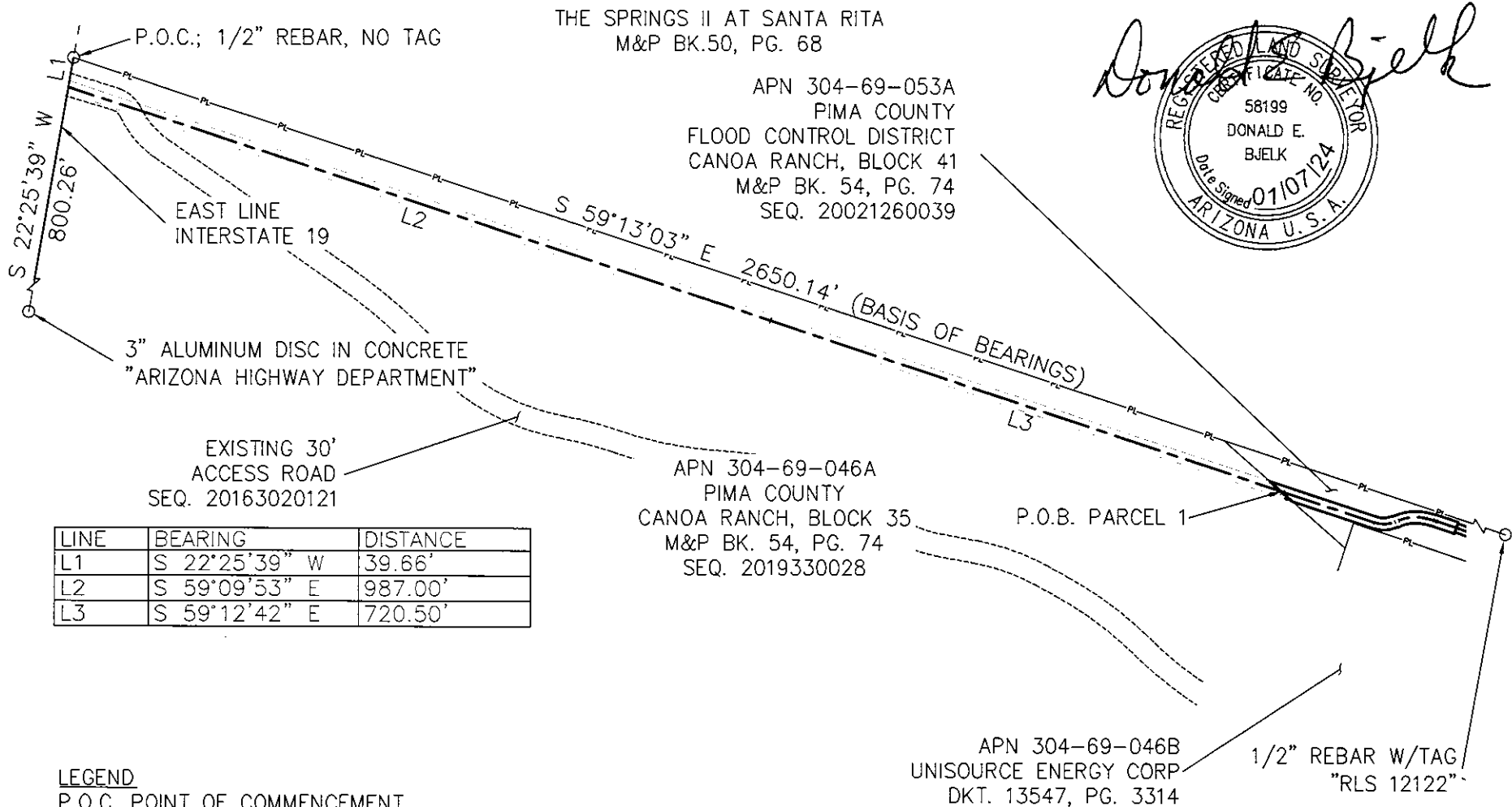
The gross area of Parcels 1 and 2 is 0.325 acres, more or less.

See the depiction attached hereto and made a part hereof.

Prepared by Psomas



T:\7FRE220101\SURVEY\Canoa Ranch Well Site Revised\CANOA ACCESS ESMT EXHIBIT BLK 41.dwg BLK 41-1 Lost Saved: 1/7/2024 By: Debjek Plotted: 1/7/2024 9:35:39 AM



PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
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DEPICTION - EXHIBIT C-1

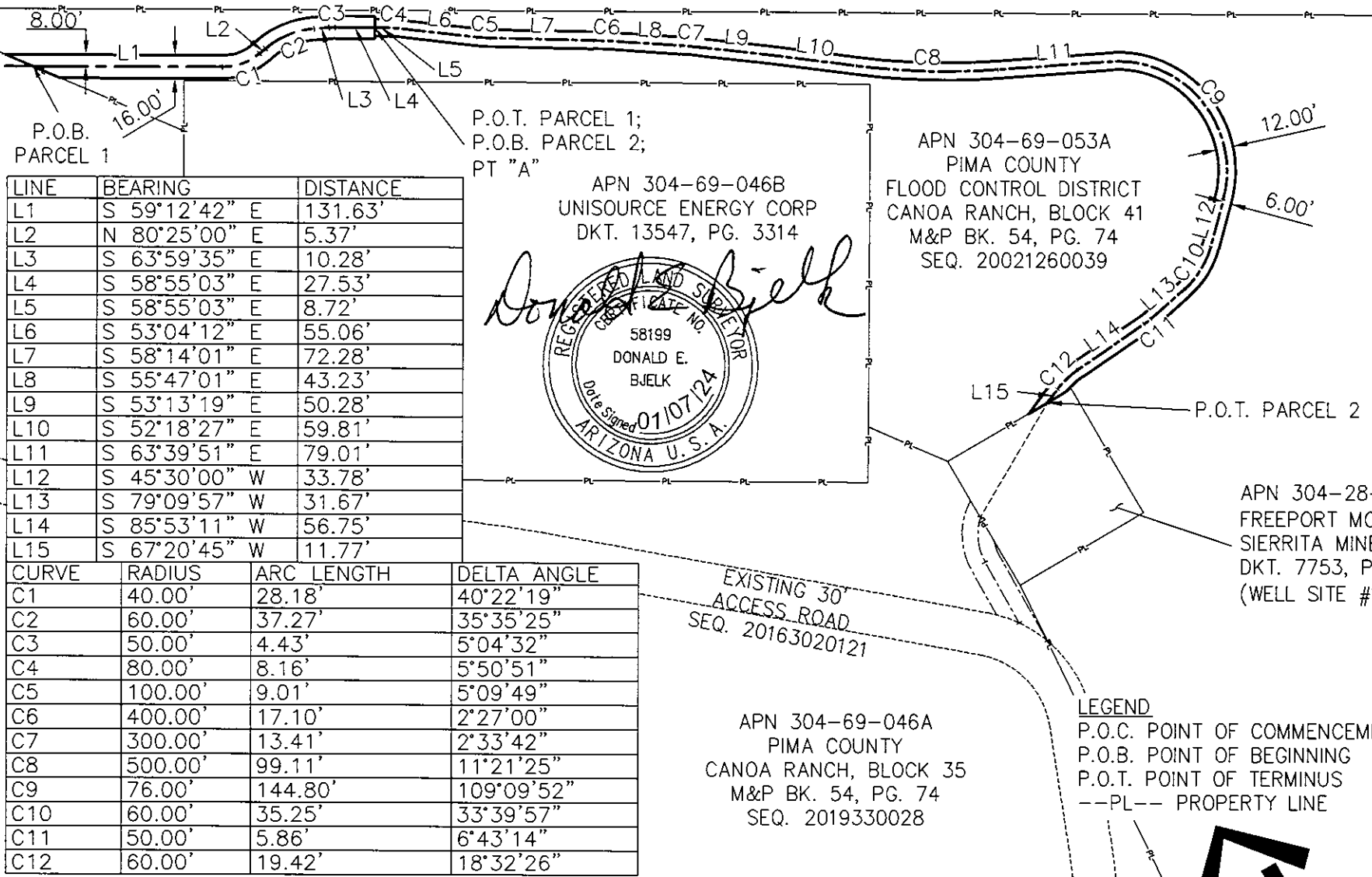
A PORTION OF BLOCK 41 OF CANOA RANCH
BOOK 54 OF MAPS AND PLATS, PAGE 74
LOCATED IN THE SAN IGNACIO DE LA CANOA LAND GRANT,
PIMA COUNTY, ARIZONA



SCALE: 1" = 200'



I:\FRE220101\SURVEY\Canoa Ranch Well Site Revised\CANOA ACCESS ESMT EXHIBIT BLK 41.dwg BLK 41-2 Lost Saved: 1/7/2024 9:34:24 AM By: Debjek Plot: 1/7/2024 9:34:24 AM



LINE	BEARING	DISTANCE
L1	S 59°12'42" E	131.63'
L2	N 80°25'00" E	5.37'
L3	S 63°59'35" E	10.28'
L4	S 58°55'03" E	27.53'
L5	S 58°55'03" E	8.72'
L6	S 53°04'12" E	55.06'
L7	S 58°14'01" E	72.28'
L8	S 55°47'01" E	43.23'
L9	S 53°13'19" E	50.28'
L10	S 52°18'27" E	59.81'
L11	S 63°39'51" E	79.01'
L12	S 45°30'00" W	33.78'
L13	S 79°09'57" W	31.67'
L14	S 85°53'11" W	56.75'
L15	S 67°20'45" W	11.77'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	40.00'	28.18'	40°22'19"
C2	60.00'	37.27'	35°35'25"
C3	50.00'	4.43'	5°04'32"
C4	80.00'	8.16'	5°50'51"
C5	100.00'	9.01'	5°09'49"
C6	400.00'	17.10'	2°27'00"
C7	300.00'	13.41'	2°33'42"
C8	500.00'	99.11'	11°21'25"
C9	76.00'	144.80'	109°09'52"
C10	60.00'	35.25'	33°39'57"
C11	50.00'	5.86'	6°43'14"
C12	60.00'	19.42'	18°32'26"

DEPICTION - EXHIBIT C-1
P1 AREA: 3,915 SQ. FT. OR 0.09 AC.
P2 AREA: 10,254 SQ. FT. OR 0.24 AC.
A PORTION OF BLOCK 41 OF CANOA RANCH
BOOK 54 OF MAPS AND PLATS, PAGE 74
LOCATED IN THE SAN IGNACIO DE LA CANOA LAND GRANT,
PIMA COUNTY, ARIZONA
DATE: JAN., 2024 • DRAWN BY: DB/VM

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

7FRE220101

EXHIBIT "D"

WHEN RECORDED MAIL TO:

Pima County
Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1207

SECOND AMENDMENT TO DEED AND EASEMENT AGREEMENT

This Second Amendment to Deed and Easement Agreement ("Amendment") is made as of this _____ day of _____, 2024, by and between PIMA COUNTY, a political subdivision of the State of Arizona ("PC"), PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona ("PCFCD") and FREEPORT-MCMORAN SIERRITA INC., a Delaware corporation, ("FMS").

RECITALS

- A. Pursuant to a property transfer via special warranty deed recorded May 10, 2001 in the records of Pima County, Arizona in Docket 11546 on Page 3764, PC is the successor in interest to a portion of the burdened property that is the subject of that certain Deed and Easement Agreement originally executed by Richland Development Corporation, a Delaware corporation, and Cyprus Sierrita Corporation, a Delaware corporation, recorded April 1, 1986 in the records of Pima County, Arizona in Book 7753 on Pages 864-877 and rerecorded October 28, 2016, at Seq #20163020121 (the "Deed and Easement Agreement").
- B. Pursuant to a separate property transfer via special warranty deed recorded July 01, 2002 in the records of Pima County, Arizona in Docket 11832 on Page 155, PCFCD is also a successor in interest to a portion of the burdened property that is the subject of the Deed and Easement Agreement.
- C. FMS is the successor to Phelps Dodge Sierrita Inc., successor to Cyprus Sierrita Corporation's interest in the Deed and Easement Agreement.
- D. PC, PCFCD and FMS desire to amend the Deed and Easement Agreement by modifying the legal description for the burdened Easement Property, which is set forth on Page 1 of Exhibit B to the Deed and Easement Agreement.
- E. Capitalized terms used herein and not defined shall have the meanings given to them in the Deed and Easement Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Amendment to Deed and Easement Agreement. Exhibit A-15 Raw Water Supply Line Access Road of the Deed and Easement Agreement shall be partially released as to the portion described by Exhibit A and as depicted by Exhibit A-1 attached hereto and incorporated herein by reference. The released segment is hereby replaced with two easement segments described by Exhibit B and Exhibit C and depicted by Exhibit B-1 and Exhibit C-1 attached hereto and incorporated herein by reference.
2. Full Force and Effect. Except as expressly modified herein, the Deed and Easement Agreement remains in full force and effect, and the parties hereby ratify and affirm the terms thereof.
3. Recordation. This Amendment shall be recorded in the Official Records of the Recorder of Pima County, Arizona.
4. Counterparts. This Amendment may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Amendment as of the date first written above.

By: FREEPORT-MCMORAN SIERRITA INC., a Delaware corporation

By: _____
Name: _____
Title: President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On _____, 2024, before me, _____, a Notary Public in and for said State, personally appeared _____, in their capacity as _____ of FREEPORT-MCMORAN SIERRITA INC., a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by his/her signature on the within instrument such person, or the entity upon behalf of which such person acted, executed such instrument.

WITNESS my hand and official seal.

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

Jeffrey Teplitsky, Director, Real Property Services

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2024, by Jeffrey Teplitsky, Director of Pima County Real Property Services for and on behalf of the Pima County Flood Control District, a political taxing authority of the State of Arizona.

Notary Public

Pima County, a political subdivision of the State of Arizona

Jeffrey Teplitsky, Director, Real Property Services

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2023, by Jeffrey Teplitsky, Director of Pima County Real Property Services for and on behalf of the Pima County, a political subdivision of the State of Arizona.

Notary Public