



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

Requested Board Meeting Date: November 22, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): State of Arizona Department of Transportation (File: Sale-0037)

Project Title/Description:

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

Purpose:

The Arizona Department of Transportation ("ADOT") is requesting a portion of land in fee, and a Temporary Construction Easement ("TCE") in connection with the Project. Fee Interest = 33,480 sq. ft. and TCE= 224,888 sq. ft. The sale is being done under threat of condemnation, and is not a voluntary sale.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

ADOT will construct road improvements along Ina Road.

Public Benefit:

Road Improvements along Ina Rd and Pima County will receive revenue in the amount of \$227,574.24.

Metrics Available to Measure Performance:

The Property was appraised by an independent appraiser retained by ADOT, and an internal adjustment was made to the appraised value by ADOT's staff appraiser and project manager, which was reviewed and agreed to by the County's Appraisal Supervisor and Real Property Services Manager.

Retroactive:

N/A

Procure Dept 11/14/16 PM02:23

NOV 15 11 54 AM '16 PCLK OF PD *JK*

*To: CUB - 11-15-16 (2)
Ver. - 1
Pgs. - 18 Addendum*

Procure Dept 11/14/16 PM09:38

CONTRACT
NO. <u>CTN. PW-17-087</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

DOCUMENT TITLE: PURCHASE AGREEMENT

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP

PURCHASE AGREEMENT

Title Company Title Security of Arizona
Address 6640 North Oracle Road, Suite 120
City Tucson Arizona
Escrow Officer Rhonda Herrera
Escrow No. _____

Date _____
(to be completed by Title Company, if applicable)
Zip Code 85704
Phone 520-219-6451
Fax No. 520-202-6270

Grantor Pima County, a political subdivision of the State of Arizona
Address 201 N. Stone Avenue 6th Floor, Tucson, Arizona 85701
Phone/Fax/Mobile/Email Attn: Bill Satterly, Pima County Real Property, 520-724-6318, Bill.Satterly@pima.gov

Grantee: The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION (the "State")
Mailing Address: Arizona Department of Transportation, Right of Way Group
205 South 17th Avenue, MD 612E, Phoenix, Arizona 85007-3212

The STATE shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees	_____	
Title Policy Fees	_____	
TOTAL ESCROW & TITLE FEES		<u>\$0.00</u>
Recording Fees		
Deed	_____	
Easement	_____	
Release	_____	

TOTAL RECORDING FEES		<u>\$0.00</u>
Other Charges		
Release Fees	_____	
SRVWUA Fee	_____	
Prorated Taxes/Dates	_____	
TOTAL OTHER CHARGES		<u>\$0.00</u>
Subtotal Fees		<u>\$0.00</u>
Title Report Credit (-)		
Total Closing Costs		<u>\$0.00</u>
Land & Improvements*		<u>\$201,528.00</u>
Cost to Cure		<u>\$12,636.00</u>
Temporary Construction Easement		<u>\$13,410.24</u>
Total Purchase Price		<u>\$227,574.24</u>
TOTAL WARRANT**		_____

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

Total Acquisition of Grantor's Property: Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

Partial Acquisition of Grantor's Property: Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of State, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

Easement(s): Consent to easement(s) by secured party(ies).

Other Disbursements:

Security Deposits and Prepaid Rents, if Applicable: Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

Possession Date: Close of escrow/date of recording.

Special Conditions Right of Way Contract Yes No
Entry Agreement*** Yes No

*** If yes, State shall pay statutory interest on the "Total Purchase Price" from _____ to the close of escrow/date of recording directly to Grantor by separate warrant.

Special Instructions/Information:

*Title policy fees based on this amount only.

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

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

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

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

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

The Escrow Agent is to withhold \$10,000.00 as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. Grantor agrees the State may apply the security deposit to payment of any unpaid rents due the State from the Grantor, or to payment for any loss or damage sustained by the State caused by the Grantor after the date of this agreement. The State will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

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

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

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

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

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

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

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

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

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

Yes No Addendum attached hereto and made part hereof.

Notice of Pending Sale pursuant to A.R.S 33-1806.

The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION

By _____
George Cardieri, Right of Way Agent
Acquisition Sciences, Ltd.

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

Approved by the Director of the Arizona Department of Transportation _____ 20 ____

Accepted: STATE OF ARIZONA _____ 20 ____

See attached signature page _____

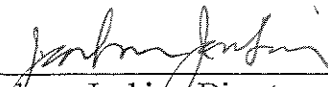
By: _____

Its: _____

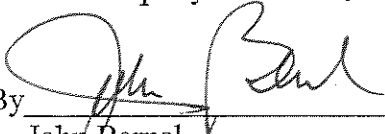
Accepted _____ Date _____
ESCROW OFFICER

By _____
RIGHT OF WAY MANAGER

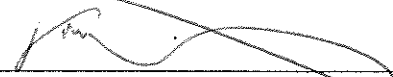
Recommended to the Board of
Supervisors for Approval:

By  10/4/16
Jackson Jenkins, Director
Pima County Regional Waste Water Reclamation

By 
Neil Konigsberg, Manager
Real Property Services

By 
John Bernal,
Deputy County Administrator-Public Works

Approved as to form:

 9/27/16
Tobin Rosen, Deputy County Attorney

GRANTOR: Pima County, a political subdivision

Chair, Pima County Board of Supervisors

Attest:

Robin Brigode, Clerk of the Board of Supervisors

DESCRIPTION FOR FEE ESTATE

TRACT NO. 1:

That portion of Lot 1 of Section 2, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a ½ inch rebar marking the Southeast corner of Section 35, Township 12 South, Range 12 East, being South 89°35'12" West 58.13 feet from a 3 inch brass cap marking the Northeast corner of said Section 2;

thence along the North line of said Section 2, South 89°24'16" West 429.95 feet;

thence South 00°35'44" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

thence continuing South 00°35'44" East 30.00 feet;

thence South 89°24'16" West 79.87 feet to the easterly line of the second exception that is described in that Warranty Deed to Pima County, Arizona, recorded in Book 5338, page 667, Pima County Recorder;

thence along said easterly line North 00°35'44" West 30.00 feet to said existing South right of way line of Ina Road;

thence along said existing South right of way line of Ina Road North 89°24'16" East 79.87 feet to the POINT OF BEGINNING.

TRACT NO. 2:

That portion of Lot 4 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3 inch brass cap marking the Northwest corner of said Section 1, being North 89°35'12" East 58.13 feet from a ½ inch rebar marking the Southwest corner of Section 36, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona;

(continuing)

EXHIBIT "A"

PAGE 1

thence along the West line of said Section 1, South 00°53'17" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

thence continuing along said West line of Section 1, South 00°53'17" East 54.68 feet;

thence North 89°24'05" East 95.77 feet;

thence North 80°20'55" East 174.28 feet;

thence North 88°27'20" East 275.80 feet;

thence South 01°32'40" East 15.00 feet;

thence North 88°27'20" East 60.00 feet;

thence North 01°32'40" West 15.00 feet;

thence North 88°27'20" East 396.09 feet;

thence South 01°32'40" East 20.00 feet;

thence North 88°27'20" East 58.79 feet;

thence North 01°32'40" West 20.00 feet;

thence North 88°27'20" East 260.30 feet to the East line of said Lot 4 of Section 1;

thence along said East line of said Lot 4 North 00°45'31" West 5.64 feet to said existing South right of way line of Ina Road;

thence along said existing South right of way line of Ina Road South 89°35'12" West 1318.98 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PAGE 2

C1/4 Cor.
SFNF

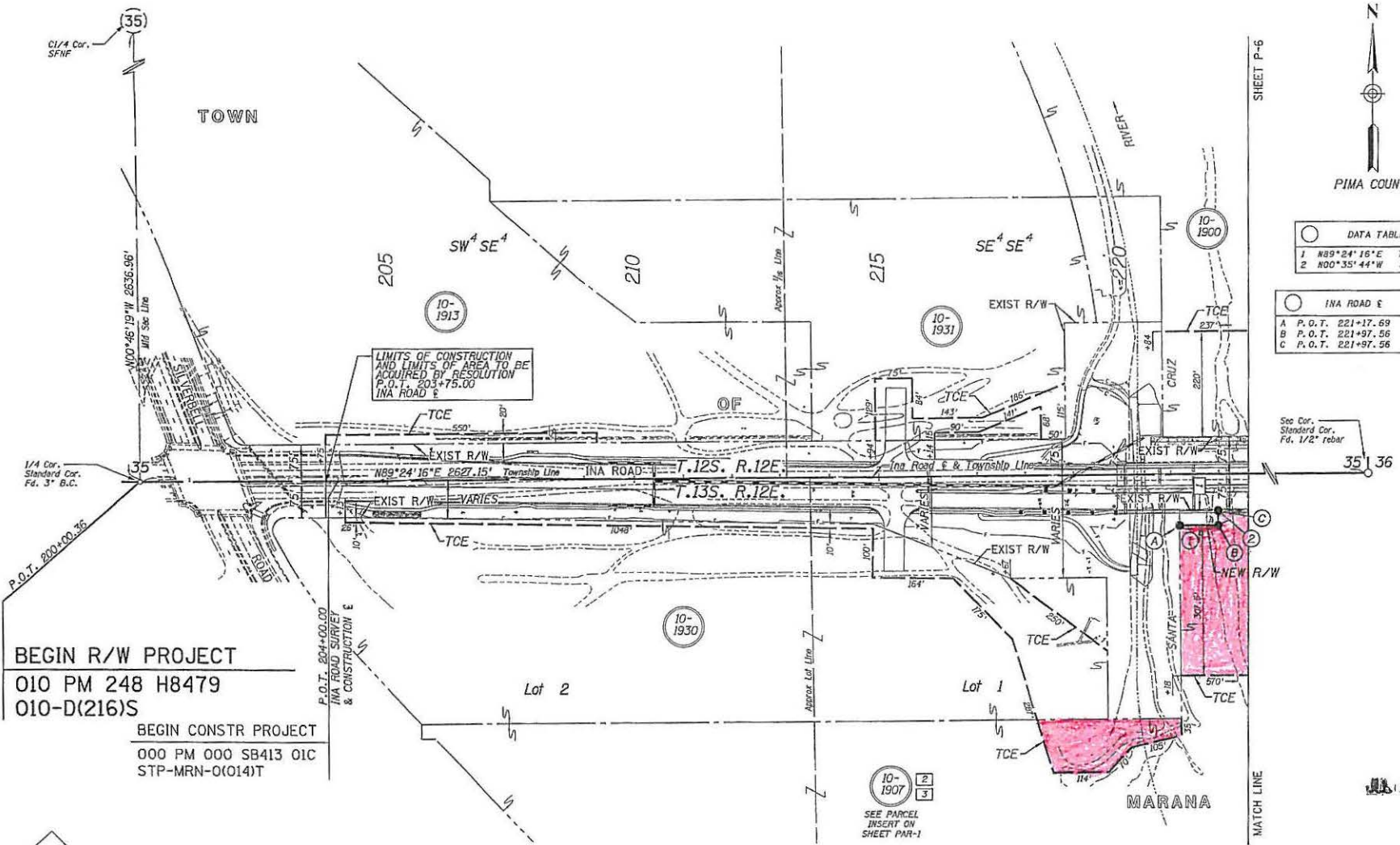
TOWN



DATA TABLE	
1	N89°24'16"E 79.87'
2	S00°35'44"W 30.00'

INA ROAD E	
A	P.O.T. 221+17.69 105.00' RT
B	P.O.T. 221+97.56 105.00' RT
C	P.O.T. 221+97.56 75.00' RT

Sec Cor.
Standard Cor.
Fd. 1/2" rebar



BEGIN R/W PROJECT
010 PM 248 H8479
010-D(216)S

BEGIN CONSTR PROJECT
000 PM 000 SB413 01C
STP-MRN-01(14)T

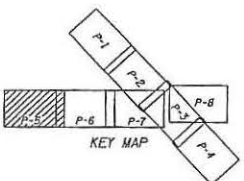
P.O.T. 204+00.00
INA ROAD SURVEY
& CONSTRUCTION E

LIMITS OF CONSTRUCTION
AND LIMITS OF AREA TO BE
ACQUIRED BY RESOLUTION
P.O.T. 203+75.00
INA ROAD E

10-1907
2
3
SEE PARCEL
INSERT ON
SHEET PAR-1

7/21/2016

0 50 100
Scale
B10-w247.dwg



- 1 30" ELECTRIC EASEMENT SEC 20100800729
- 2 RIGHT OF WAY FOR DITCHES AND CANALS BK 52 OF BOOKS PG 342 DKT 5420 PG 576
- 3 ELECTRIC ESMT DKT 580 PG 587 LOCATION OF LINES UNKNOWN

CHANGE ORDER REVISIONS			
C.O. NO.	DATE	BY	DESCRIPTION OF REVISIONS

DRAWING NO.	D-10-T-423
SURVEY	SEE NOTE ON P-1
DRAWN/DATE	M.G.B./SEP. 2013
ADOT REVIEW	K. RICHMOND
Michael Baker	INTERNATIONAL
ROUTE NO.	I-10

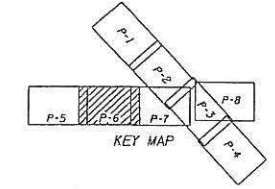
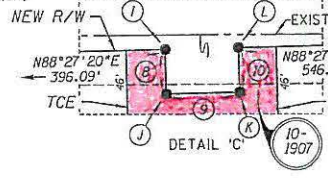
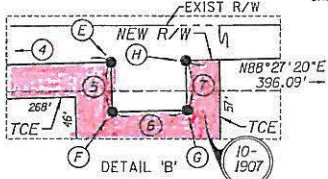
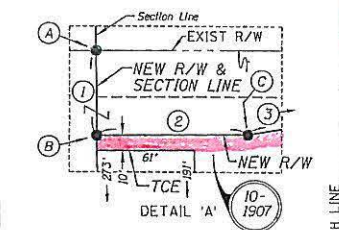
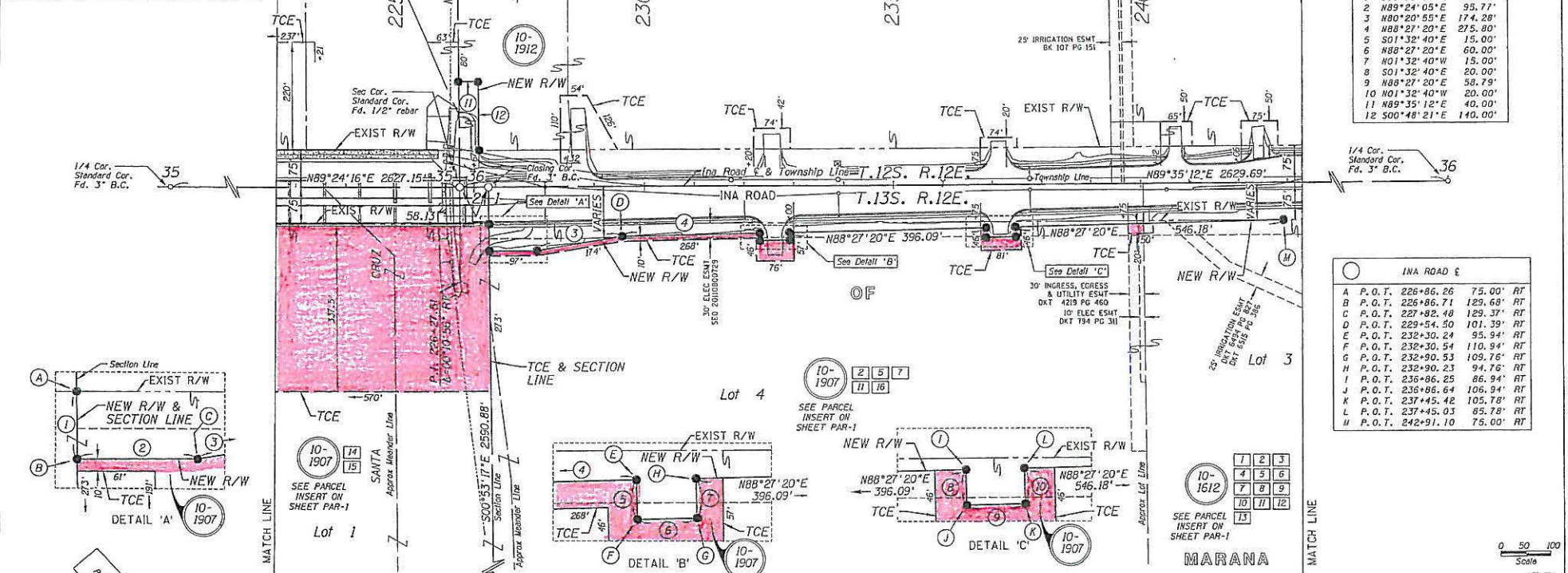
ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION RIGHT OF WAY PLANS SECTION	
HIGHWAY NAME CASA GRANDE - TUCSON	
FEDERAL AID NO.	010-D(216)S
PROJECT NO.	010 PM 248 H8479
LOCATION INA ROAD T.I.	

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING
Created
7/21/2016
8:08:54 AM

SHEET P-5

7/21/2016 8:08:54 AM N:\P2016\10352\H8479_100_Road_T\1000\MapInfo\mmap\B10-w247.dwg

- 1 RIGHT OF WAY AGREEMENT FOR IRRIGATION WATER BK 107 OF DEEDS PG 151
- 2 RESERVATION OF ALL UNDERGROUND WATER BK 314 OF DEEDS PG 445
- 3 RIGHT OF WAY FOR DITCHES AND CANALS BK 52 OF DEEDS PG 627
- 4 UNSPECIFIED WIDTH TELEPHONE ESMT BK 52 OF DEEDS PG 348 LOCATION OF LINES UNKNOWN
- 5 ACCESS AGREEMENT GRANTING R/W ENTRY DKT 12451 PG 2669
- 6 RIGHT OF WAY FOR DITCHES AND CANALS BK 52 OF DEEDS PG 355
- 7 MANAGED RECHARGE FACILITY CONSENT DKT 11270 PG 1082
- 8 RESTRICTIONS, CONDITIONS AND COVENANTS DKT 9715 PG 1812
- 9 TOWN OF MARANA GENERAL PLAN DKT 10529 PG 1892
- 10 10' ELECTRIC ESMT DKT 2348 PG 284 LOCATION OF LINES UNKNOWN
- 11 16.5' WIDE CONUL ESMT BK 103 OF DEEDS PG 225 DKT 845 PG 401 LOCATION OF LINES UNKNOWN
- 12 EFFLUENT AGREEMENT DKT 13725 PG 1039
- 13 EFFLUENT AGREEMENT DKT 13725 PG 1039
- 14 RIGHT OF WAY FOR DITCHES AND CANALS BK 52 OF DEEDS PG 342 DKT 5400 PG 576
- 15 ELECTRIC ESMT DKT 580 PG 587 LOCATION OF LINES UNKNOWN
- 16 LICENSE FOR OFF-ROAD OR MINIBIKE VEHICLE OPERATION TRAINING CENTER DKT 10430 PG 1557



DATA TABLE

1	S00°53'17"E	54.68'
2	N89°24'05"E	95.77'
3	N80°20'55"E	174.28'
4	N88°27'20"E	275.80'
5	S01°32'40"E	15.00'
6	N88°27'20"E	60.00'
7	N01°32'40"W	15.00'
8	S01°32'40"E	20.00'
9	N88°27'20"E	50.79'
10	N01°32'40"W	20.00'
11	N89°35'12"E	40.00'
12	S00°48'21"E	140.00'

INA ROAD E

A	P.O.T.	225+86.26	75.00' RT
B	P.O.T.	225+86.71	129.68' RT
C	P.O.T.	227+82.48	129.37' RT
D	P.O.T.	229+54.50	101.39' RT
E	P.O.T.	232+30.24	95.94' RT
F	P.O.T.	232+30.54	110.94' RT
G	P.O.T.	232+90.53	109.76' RT
H	P.O.T.	232+90.23	94.76' RT
I	P.O.T.	235+86.25	86.94' RT
J	P.O.T.	235+86.64	106.94' RT
K	P.O.T.	237+45.42	105.78' RT
L	P.O.T.	237+45.03	85.78' RT
M	P.O.T.	242+91.10	75.00' RT

CHANGE ORDER REVISIONS

C.O. NO.	DATE	BY	DESCRIPTION OF REVISIONS

DRAWING NO.	D-10-T-423	ARIZONA DEPARTMENT OF TRANSPORTATION INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION RIGHT OF WAY PLANS SECTION	PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING -Created- DATE #TIME#
SURVEY	SEE NOTE ON P-1	HIGHWAY NAME: CASA GRANDE - TUCSON	
DRAWN/DATE	M.G.B./SEP. 2013	FEDERAL AID NO.:	
ADOT REVIEW	K. RICHMOND	PROJECT NO.:	
Michael Baker INTERNATIONAL		ROUTE NO.:	010 PM 248 H8479
LOCATION:	I-10	INSTRUMENT NO.:	010 PM 248 H8479
SHEET P-5			SHEET P-6



ARIZONA DEPARTMENT OF TRANSPORTATION
TEMPORARY CONSTRUCTION EASEMENT

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

Those portions of Government Lot 1 of Section 2, and Lot 4 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, as shown in red on the plat(s) attached hereto and made a part hereof (the "Property").

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

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

Signed on the _____ day of _____, 20____.

GRANTOR

See attached signature page

 PRINTED NAME

 PRINTED NAME

 PRINTED NAME

 PRINTED NAME

**Approved by the Director of the Arizona
 Department of Transportation**

Accepted: STATE OF ARIZONA

_____, 20____
 (Date Only)

_____, 20____
 By _____
 Right of Way Manager

PROJECT: 010 PM 248 H8479 010-D(216)S	LOCATION: Ina Road T.I.	PARCEL: 10-1907 sw 12-16-2015
---	--------------------------------	---

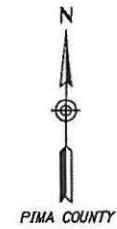
Dated this _____ day of _____, 2016

GRANTOR: Pima County, a political Subdivision

Chair, Pima County Board of Supervisors

ATTEST

Clerk of the Board

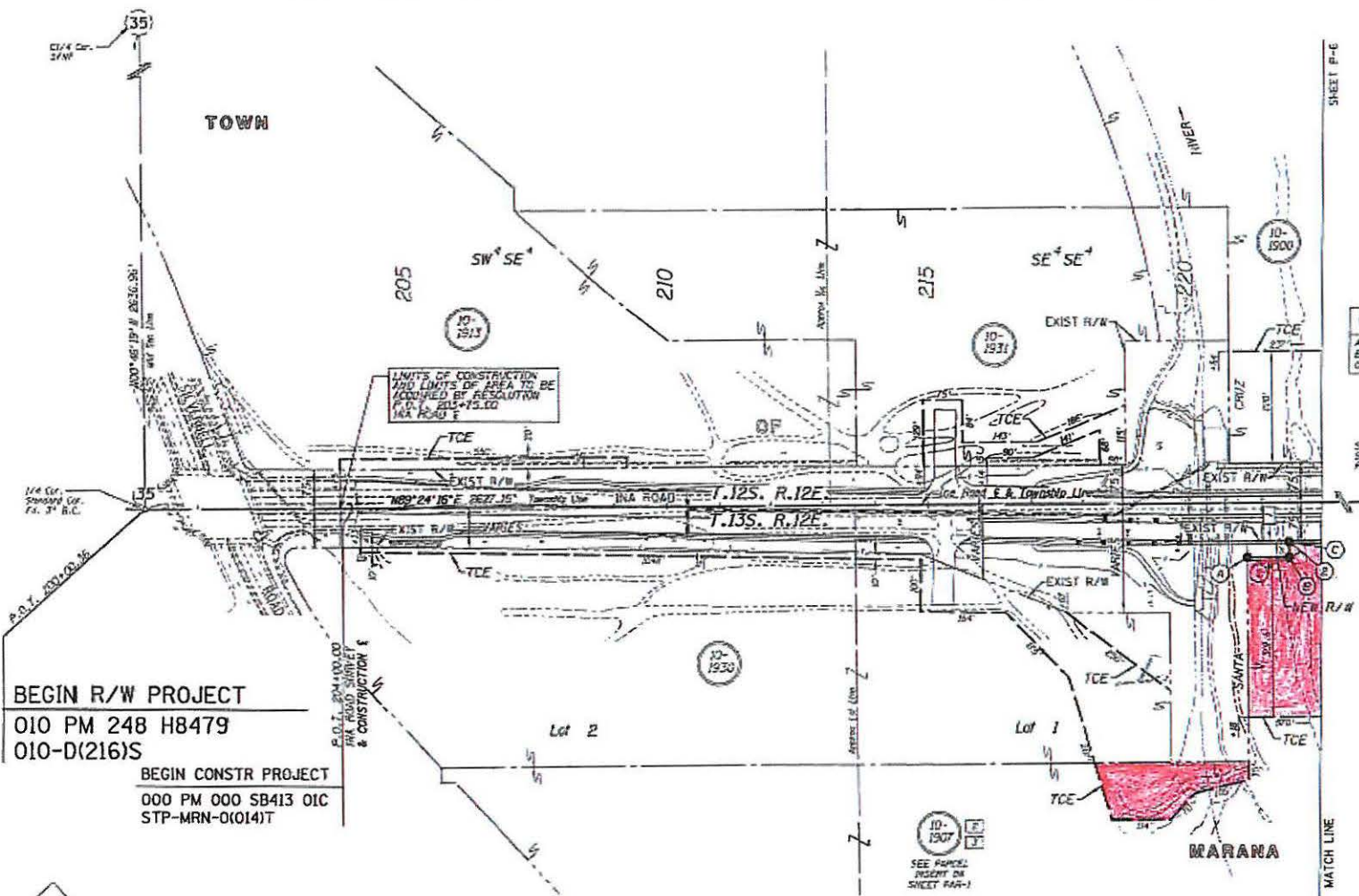


DATA TABLE	
1	ADP*24 15°E 73.67'
2	ADD*35 44°W 38.00'

IYA ROAD E	
A	P. D. F. 221+17.69 105.00' AT
B	P. D. F. 221+97.56 105.00' AT
C	P. D. F. 221+97.50 16.00' AT

See Con. Standard Cor. Pd. 1/2" radii

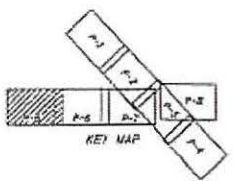
11/21/2018



BEGIN R/W PROJECT
010 PM 248 H8479
010-D(216)S

BEGIN CONSTR PROJECT
000 PM 000 SB413 OIC
STP-MRN-0(014)T

LIMITS OF CONSTRUCTION AND LIMITS OF AREA TO BE ACQUIRED BY RESOLUTION P.D. 215-175.00 IYA ROAD E



- 1 30' E. ELECTRIC EASEMENT SEE 2008000728
- 2 RIGHT OF WAY FOR DITCHES AND CANALS IN 32 OF SECTIONS PG 342 DIST 5420 PG 576
- 3 ELECTRIC EASEMENT SEE 580 PG SET LOCATION OF LINES UNKNOWN

CHANGE ORDER REVISIONS			
C.O. NO.	DATE	BY	DESCRIPTION OF REVISIONS

DRAWING NO. 0-10-T-423
SURVEY SEE NOTE ON P-1
DRAWN/CATE M.S.B./M.P., 2017
ADD REVIEW K. RICHMOND
Michael Baker
REGISTERED PROFESSIONAL ENGINEER
NO. 10-1307
LOCATION I-10

ARIZONA DEPARTMENT OF TRANSPORTATION
INTEGRATED 24/7 DELIVERY AND OPERATIONS DIVISION
PROJECT NAME CASA GRANDE - TUCSON
LEGAL AND REG. OLD-D(216)S
PROJECT NO. 010 PM 248 H8479
LOCATION IYA ROAD T.L.

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
Created: 7/23/2018 9:08:54 AM
SHEET 1-3

MORNINGSTAR ENGINEERING, INC. 11/21/2018 9:08:54 AM

TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVE., MD 612E
PHOENIX, AZ 85007-3212

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

ARIZONA DEPARTMENT OF TRANSPORTATION

WARRANTY DEED

PIMA COUNTY, ARIZONA, a body politic, the Grantor, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, does hereby grant, convey and warrant to the STATE OF ARIZONA, by and through its Department of Transportation, the Grantee, that certain real property situated in Pima County, Arizona, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

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

PROJECT: 010 PM 248 H8479
010-D(216)S

LOCATION: Ina Road T.I.

PARCEL: 10-1907
sw 12-16-2015

DESCRIPTION FOR FEE ESTATE

TRACT NO. 1:

That portion of Lot 1 of Section 2, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a ½ inch rebar marking the Southeast corner of Section 35, Township 12 South, Range 12 East, being South 89°35'12" West 58.13 feet from a 3 inch brass cap marking the Northeast corner of said Section 2;

thence along the North line of said Section 2, South 89°24'16" West 429.95 feet;

thence South 00°35'44" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

thence continuing South 00°35'44" East 30.00 feet;

thence South 89°24'16" West 79.87 feet to the easterly line of the second exception that is described in that Warranty Deed to Pima County, Arizona, recorded in Book 5338, page 667, Pima County Recorder;

thence along said easterly line North 00°35'44" West 30.00 feet to said existing South rightof way line of Ina Road;

thence along said existing South right of way line of Ina Road North 89°24'16" East 79.87 feet to the POINT OF BEGINNING.

TRACT NO. 2:

That portion of Lot 4 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3 inch brass cap marking the Northwest corner of said Section 1, being North 89°35'12" East 58.13 feet from a ½ inch rebar marking the Southwest corner of Section 36, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona;

(continuing)

EXHIBIT "A"

PAGE 1

PROJECT: 010 PM 248 H8479
010-D(216)S

LOCATION: Ina Road T.I.

PARCEL: 10-1907
CG 10-06-2016

thence along the West line of said Section 1, South 00°53'17" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

thence continuing along said West line of Section 1, South 00°53'17" East 54.68 feet;

thence North 89°24'05" East 95.77 feet;

thence North 80°20'55" East 174.28 feet;

thence North 88°27'20" East 275.80 feet;

thence South 01°32'40" East 15.00 feet;

thence North 88°27'20" East 60.00 feet;

thence North 01°32'40" West 15.00 feet;

thence North 88°27'20" East 396.09 feet;

thence South 01°32'40" East 20.00 feet;

thence North 88°27'20" East 58.79 feet;

thence North 01°32'40" West 20.00 feet;

thence North 88°27'20" East 260.30 feet to the East line of said Lot 4 of Section 1;

thence along said East line of said Lot 4 North 00°45'31" West 5.64 feet to said existing South right of way line of Ina Road;

thence along said existing South right of way line of Ina Road South 89°35'12" West 1318.98 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PAGE 2

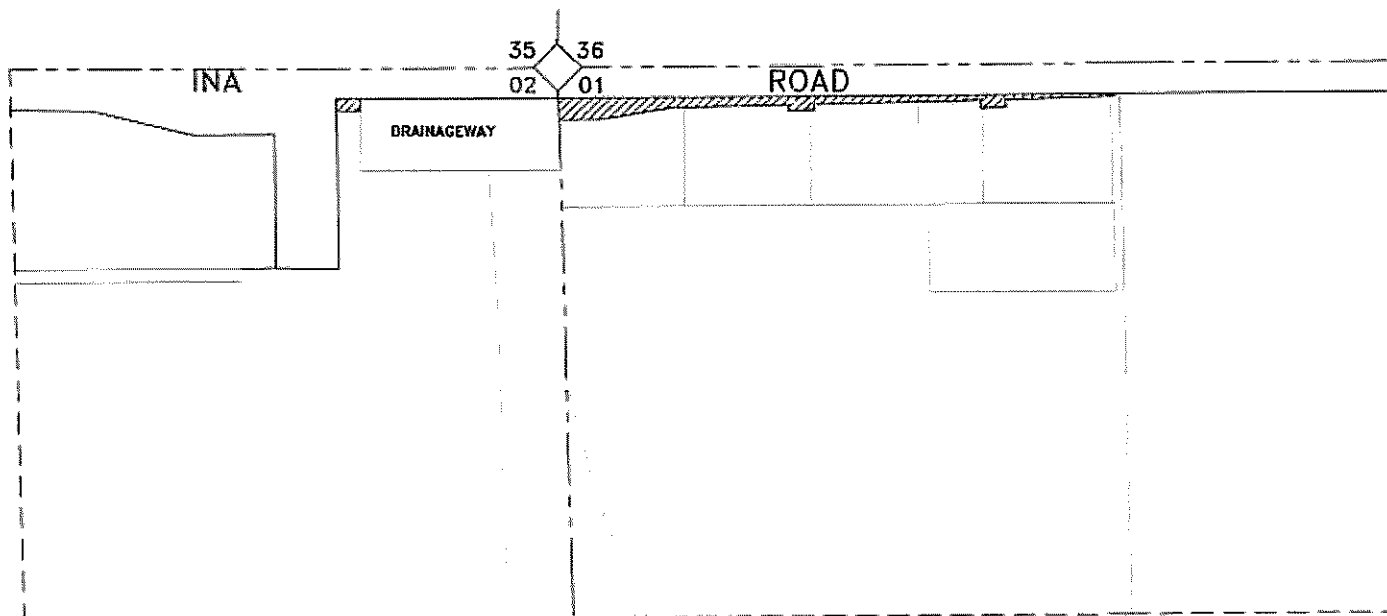
PROJECT: 010 PM 248 H8479
010-D(216)S

LOCATION: Ina Road T.I.

PARCEL: 10-1907
CG 10-06-2016

SECTIONS 01, 02, T13S, R12E
G&SRB&M, PIMA COUNTY, ARIZONA

EXHIBIT 'A'



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPerez

DATE: OCTOBER 2016