



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/21/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Aerie Development, LLC

**\*Project Title/Description:**

Resolution of the Pima County Board of Supervisors for the Abandonment by Exchange of a portion of Fountains Avenue for the Fee Dedication of other property as Pima County Road Abandonment No. A-0072

Exchange Agreement

**\*Purpose:**

The subject Roadway was dedicated to Pima County by subdivision plat recorded in Map 48 at Page 13. Aerie Development, LLC is requesting the abandonment by exchange to allow for the use of landscaping adjacent to their development in exchange for property that Pima County desires for drainage. Therefore, the approval of the Resolution authorizing the Abandonment must be executed prior to the approval of the Exchange Agreement. (RPS # A-0072)

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

This abandonment request has been reviewed and approved by appropriate County staff and applicable utility companies and no property will be left without public or private legal access. Public notice was completed per Statute ARS '28-7204 and no objections were received. County has determined that the subject Roadway is not needed for public use and shall be abandoned by exchange upon conveyance to the applicant. The value of the right-of-way to be abandoned is commensurate with the exchange property.

**\*Public Benefit:**

County will receive a parcel for drainage in exchange for abandonment of a portion of right-of-way, which will eliminate liability and maintenance.

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

Terms and conditions of the Exchange Agreement

**\*Retroactive:**

No

Location Map; attached

To: COB 8-1-23<sup>(1)</sup>  
Vers: 1  
Pg 5: 20

AUG04'23 AM 08:25 PC

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: CTN Department Code: RPS Contract Number (i.e., 15-123): 24\*0015  
Commencement Date: 8/21/2023 Termination Date: Perpetual Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ \* ☒ Revenue Amount: \$ 0.00

\*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: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

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

Amount This Amendment: \$ \_\_\_\_\_

\*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: Tim Murphy

Department: Real Property Services

Telephone: 724-6379

Department Director Signature: \_\_\_\_\_

Date: 8/2/2023

Deputy County Administrator Signature: \_\_\_\_\_

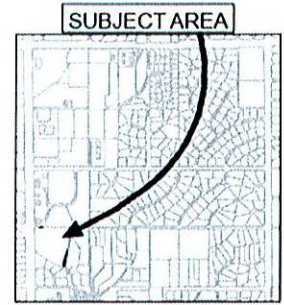
Date: 8/3/2023

County Administrator Signature: \_\_\_\_\_

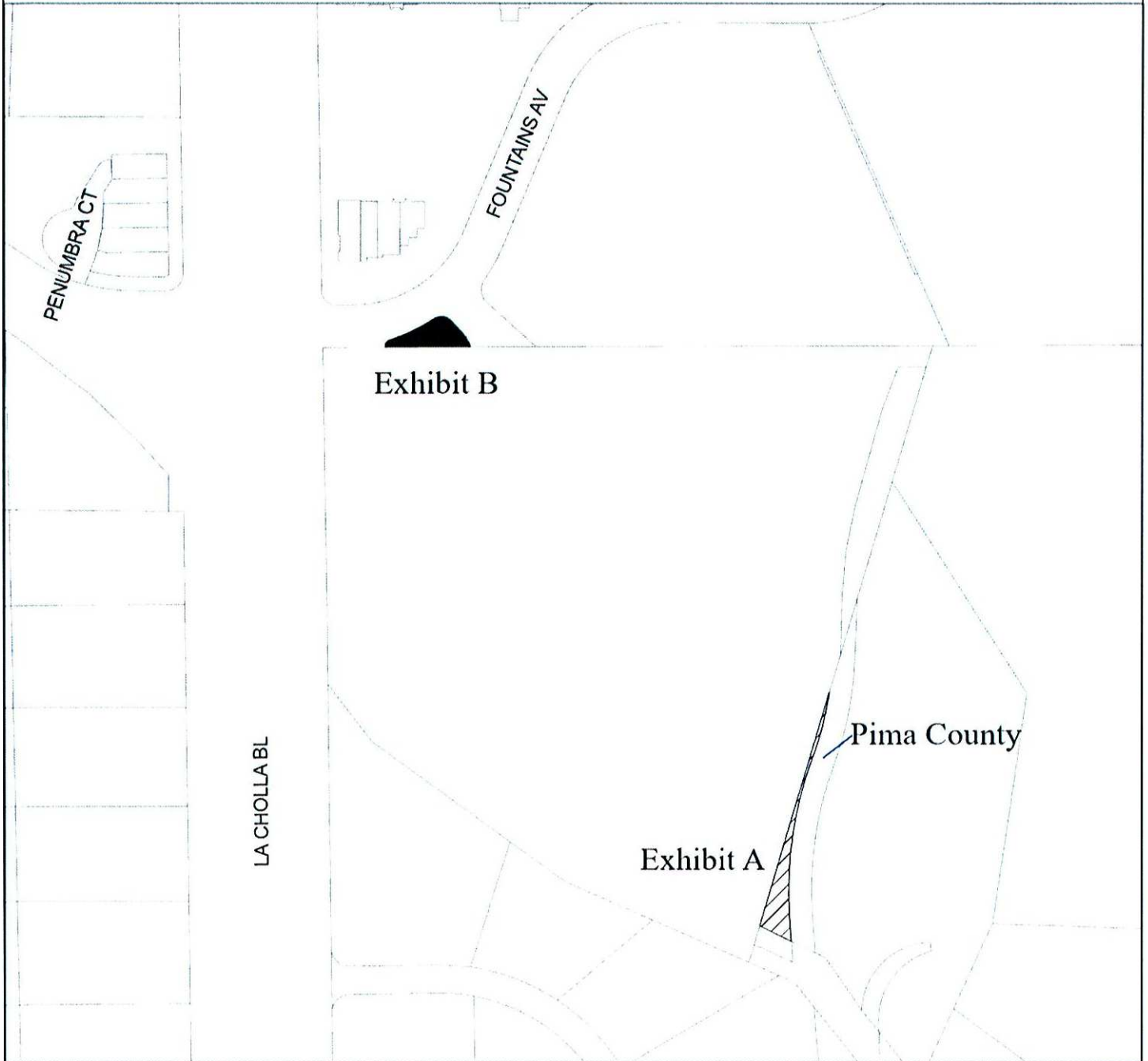
Date: 8/3/2023

# LOCATION MAP

SECTION 10  
TOWNSHIP 13 SOUTH  
RANGE 13 EAST



SECTION 10 G&SRM  
PIMA COUNTY, ARIZONA



23096

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE

DRAWN BY: S. BUTLER

DATE: JUL 2023

## **LEGEND**

-  Abandonment of Portion of Fountains Ave
-  Exchange Parcel



RESOLUTION NO. 2023 - \_\_\_\_\_

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS FOR  
THE ABANDONMENT BY EXCHANGE OF A PORTION OF  
FOUNTAINS AVENUE FOR THE FEE DEDICATION OF OTHER  
PROPERTY AS PIMA COUNTY ROAD ABANDONMENT NO. A-0072**

**The Board of Supervisors of Pima County, Arizona finds:**

1. An application has been received by Pima County for the vacation of a portion of Fountains Avenue, a public roadway recorded in Book 48, at Page 13, of Maps and Plats, said roadway being more particularly described and depicted in attached **Exhibit "A"** (the "Roadway").
2. The County has determined that the portion of public right-of-way is not needed for public use pursuant to A.R.S. §§ 28-7202.
3. The Roadway may be disposed of by vacation and exchange to Aerie Development LLC, an Arizona Corporation (Grantee) pursuant to A.R.S. §§ 28-7203 and 28-7208.
4. In exchange for the Roadway, Grantee will convey to Pima County per the terms and conditions of the attached Exchange Agreement, the property described in Exhibit B (the "Exchange Agreement Property").
5. The Deeds from Grantee to Pima County for the Exchange Property shall be recorded simultaneously with the Deed for the Roadway.
6. Pursuant to A.R.S. §§ 28-7208, the values of the Exchange Parcels are determined to be commensurate.

**NOW, THEREFORE, BE IT RESOLVED,**

The Roadway described and depicted in **Exhibit "A"** will be conveyed by Deed to Grantee, in accordance with A.R.S. §§ 28-203 and 28-7208, subject to reserved easements for any utilities that have facilities within the Roadway

Upon execution of the Exchange Agreement and recordation of the Deed, the subject Roadway shall be deemed to be vacated and title shall vest in the Grantee.

Passed and adopted, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chair, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Clerk of the Board

  
Deputy County Attorney 07/13/2023

BOS Approval: 08/08/2023	S/T/R: 10/13/13	File A-0072	Agent: TM
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**LEGAL DESCRIPTION**

A portion of Fountains Avenue, recorded in Book 48 of Map & Plats at Page 13, Records of Pima County, Arizona, located in the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**COMMENCING** at the Southwest Corner of Section 10, said point being a brass cap survey monument, from which the West One-Quarter Corner of said section, said point being a brass cap survey monument, bears North 00°28'52" West, a distance of 2591.80 feet;

**THENCE**, upon said West line, North 00°28'52" West, a distance of 1294.54 feet;

**THENCE**, North 89°31'08" East, a distance of 100.00 feet a point on the south right-of-way of Fountains Avenue,

**THENCE**, upon said south right-of-way line, South 89°39'30" East, a distance of 107.14 feet, to the **POINT OF BEGINNING**;

**THENCE**, continue upon said south right-of-way line, South 89°39'30" East, a distance of 123.47 feet, to a point of curvature of a non-tangent curve, concave to the southwest, a radial line of said curve through said point bearing North 69°01'27" East;

**THENCE**, upon said curve, to the left, having a radius of 75.33 feet and a central angle of 21°54'24", for an arc distance of 28.80 feet, to a tangent line;

**THENCE**, North 42°52'57" West, a distance of 18.31 feet, to a point of curvature of a tangent curve, concave to the south;

**THENCE**, upon said curve, to the left, having a radius of 20.33 feet and a central angle of 79°57'07", for an arc distance of 28.37 feet, to a point of reverse curvature, concave to the northwest;

**THENCE**, upon said curve, to the right, having a radius of 255.46 feet and a central angle of 15°46'38", for an arc distance of 70.34 feet, to a point of reverse curvature, concave to the southeast;

**THENCE**, upon said curve, to the left, having a radius of 9.00 feet and a central angle of 72°36'03", for an arc distance of 11.40 feet, to a tangent line;

**THENCE**, South 00°20'30" West, a distance of 2.10 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0749 acres of land, more or less.

Basis of Bearing: The West line of the the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, as stated on the ALTA/NSPS Land Title Survey prepared by EPS Group, Inc., Project Number 21-1219. Said bearing being: North 00°28'52" West.

See depiction of Exhibit A made a part hereof.

Prepared by:

**Presidio Engineering, Inc.**

Benjamin E. Zismann, RLS



**May 18, 2023**

WEST 1/4 CORNER SECTION 10

LA CHOLLA BLVD

FOUNTAINS AVE  
(PUBLIC STREET)  
BK 48 M&P, PG 13

L1

L5

C2

C3

L4

C1

L2

L3

POINT OF BEGINNING

AERIE LA CHOLLA

APN 102-13-004D

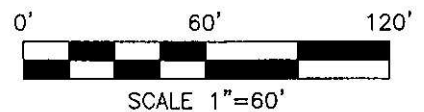
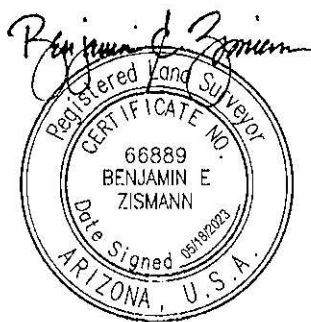
SEQ 20213410771

[BASIS OF BEARING]

N 0°28'52" W 2591.80'

1294.54'

SOUTHWEST CORNER SECTION 10  
POINT OF COMMENCEMENT



Presidio

Civil • Land Development • Water Resources  
190 S. Stratford Dr. Suite 105 • Tucson, Arizona 85716  
(520) 795-7255 • Fax (520) 795-6747

DEPICTION OF EXHIBIT "A"

A PORTION OF FOUNTAINS AVENUE PUBLIC RIGHT-OF-WAY,  
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,  
RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

JOB NO.

121011-01-1003

DATE:

05/18/2023

SHEET 3 OF 4

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 89°31'08" E	100.00'
L2	S 89°39'30" E	107.14'
L3	S 89°39'30" E	123.47'
L4	N 42°52'57" W	18.31'
L5	S 00°20'30" W	2.10'

CURVE TABLE			
NUMBER	RADIUS	DELTA	LENGTH
C1	75.33'	21°54'24"	28.80'
C2	20.33'	79°57'07"	28.37'
C3	255.46'	15°46'38"	70.34'
C4	9.00'	72°36'03"	11.40'



# Presidio

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## DEPICTION OF EXHIBIT "A"

A PORTION OF FOUNTAINS AVENUE PUBLIC RIGHT-OF-WAY,  
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,  
 RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

JOB NO.  
 121011-01-1003

DATE:  
 05/18/2023

SHEET **4** OF **4**





## Exhibit "B"

### LEGAL DESCRIPTION

A portion of that parcel described in Book 6520 at Page 989, Records of Pima County, Arizona, heretofore known as Parcel A, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**COMMENCING** at the north property corner of said Parcel A, a point described in said document as being South 15°25'38" West, a distance of 220 feet from a point on the North line of the Southwest Quarter of the Southwest Quarter of said Section 10.

**THENCE**, upon the West line of said Parcel A, South 15°25'38" West, a distance of 281.49 feet, to the **POINT OF BEGINNING**;

**THENCE**, continue upon the West line of said Parcel A, South 15°25'38" West, a distance of 346.14 feet;

**THENCE**, upon the Southwest line of said Parcel A, South 65°42'00" East, a distance of 50.23 feet, to a point on the West line of that parcel described in Book 12455 at Page 3631, Records of Pima County, Arizona, heretofore known as Parcel B;

**THENCE**, upon the West line of said Parcel B, North 05°08'38" West, a distance of 35.67 feet, to a point of curvature of a tangent curve, concave to the east;

**THENCE**, continue upon the West line of said Parcel B, upon said curve, to the right, having a radius of 543.00 feet and a central angle of 24°18'08", for an arc distance of 230.32 feet, to a point of reverse curvature, concave to the west;

**THENCE**, continue upon the West line of said Parcel B, upon said curve, to the left, having a radius of 457.00 feet and a central angle of 11°51'39", for an arc distance of 94.60 feet, to the **POINT OF BEGINNING**;

Said parcel containing 0.099 acres of land, more or less.

Basis of Bearing: The North line of the Southwest One-Quarter of the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, as stated in the Deed recorded in Book 6520 at Page 989, Records of Pima County, Arizona. Said bearing being: South 89°34' West.

See depiction of Exhibit A made a part hereof.

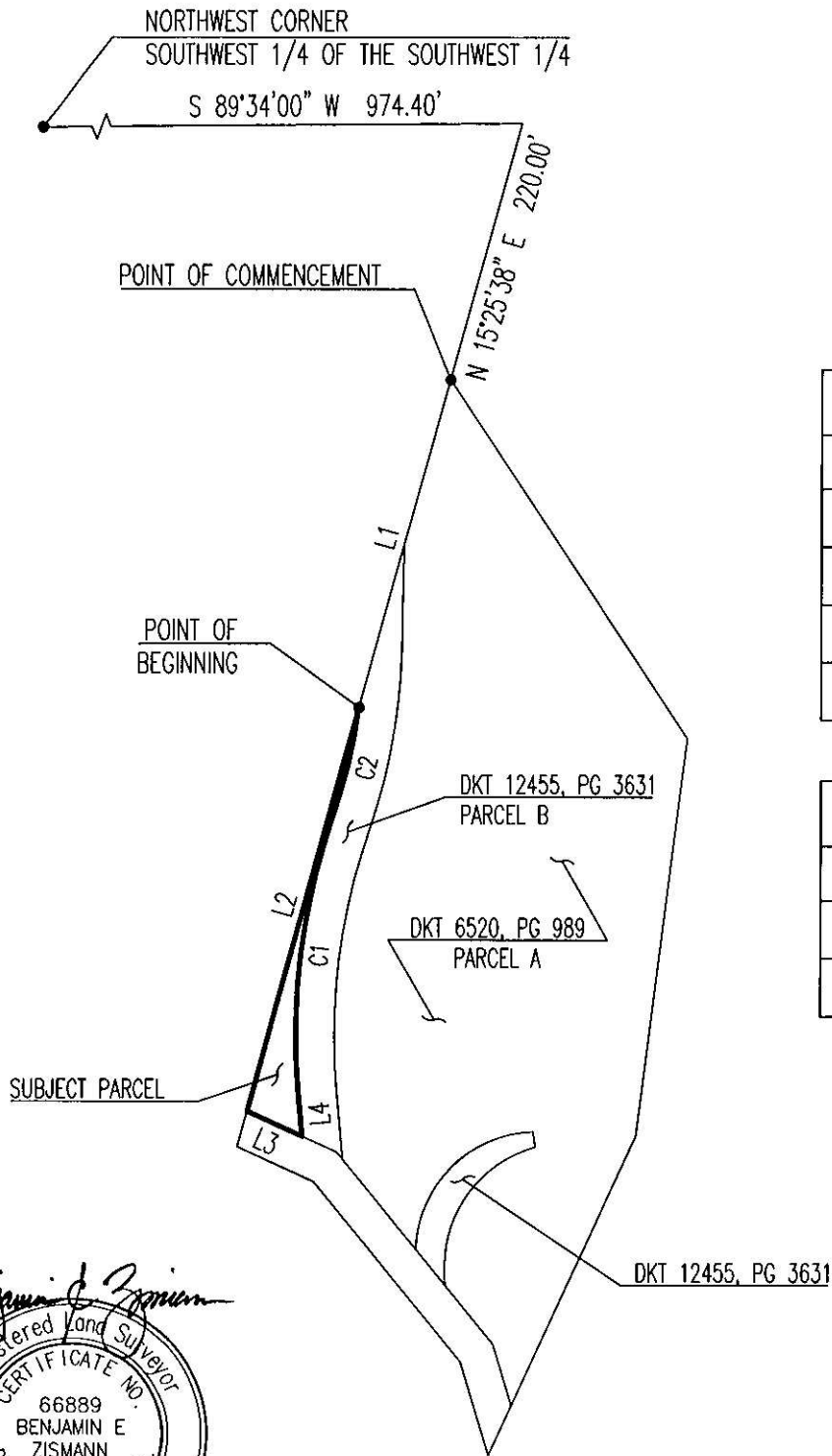
Prepared by:

Presidio Engineering, Inc.

Benjamin E. Zismann, RLS

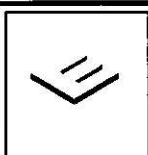
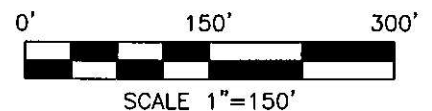


May 31, 2023



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 15°25'38" W	281.49'
L2	S 15°25'38" W	346.14'
L3	S 65°42'00" E	50.23'
L4	N 05°08'38" W	35.67'

CURVE TABLE			
NUMBER	RADIUS	DELTA	LENGTH
C1	543.00'	24°18'08"	230.32'
C2	457.00'	11°51'39"	94.60'



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## DEPICTION OF EXHIBIT "A"

A PORTION OF THAT PROPERTY DESCRIBED IN  
BOOK 6520 AT PAGE 989, RECORDS OF PIMA COUNTY, ARIZONA,  
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,  
RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

JOB NO.  
121011-01-1003

DATE:  
05/31/2023

SHEET **2** OF **2**

<p><b>PIMA COUNTY REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Exchange Agreement</b></p> <p><b>PARTIES: Pima County, a political subdivision of the State of Arizona and Aerie Development, LLC</b></p> <p><b>CONTRACT NO: CTN-RPS-24*0015</b></p> <p><b>FUNDING: N/A</b></p>	
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## **EXCHANGE AGREEMENT**

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, Pima County, a political subdivision of the State of Arizona ("County"), and Aerie Development, LLC, an Arizona limited liability company ("Aerie"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The County is deemed to have signed the Agreement on the date the Chair of the Pima County Board of Supervisors signed it. Aerie is deemed to have signed the Agreement on the date the designee of Aerie has signed it.

### **2. Exchange of Properties.**

2.1. County agrees to convey to Aerie immediately following execution of this agreement, property needed by Aerie, which is legally described in Exhibit A (the "**County Property**").

2.2. Aerie agrees to convey to County immediately following execution of this agreement, property needed by County, which is legally described and depicted in **Exhibit B** (the "**Aerie Property**").

2.3. County and Aerie will exchange the County Property and the Aerie Property pursuant to A.R.S. § 11-251(44) (the "**Exchange**"). The County shall publish notice thirty days before the Exchange, listing the ownership and description of the Aerie Property and the County Property.

3. **Equivalent Value.** The parties acknowledge that the value of the County Property and the Aerie Property are substantially equal.

4. **Vacant Land.** The parties acknowledge that the Aerie Property and the County Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, each party hereby grants permission to the other party, that party's representatives, and that party's authorized agents to enter the other party's property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspection. Each party will permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party will conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

6. **Escrow.** Pima County Real Property Services will act as Escrow Agent for this Exchange and will record the signed deeds. Closing will occur within thirty (30) days after the execution of the agreement by County.

7. **Closing Documents.**

7.1. Aerie will execute and deliver to County a deed in the form of Exhibit C conveying title to the Aerie Property.

7.2. County will execute and deliver to Aerie a deed in the form of Exhibit D conveying title to the County Property to Aerie and will deliver the recorded to Aerie.

8. **Representations.**

8.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance

with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

8.2. Subject only to the representations of the parties in this section, each party acknowledges that neither party has made any representations or warranties of any nature to the other, 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 that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

9. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County or Aerie is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

12. **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 both parties.

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

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



**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:

  
\_\_\_\_\_  
Jeffrey Teplitsky, Director, Real Property Services

 8/3/2023  
\_\_\_\_\_  
Carmine Debonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 07/13/2023  
\_\_\_\_\_  
Rachelle Barr, Deputy County Attorney

**Aerie Development, LLC:**

BY: \_\_\_\_\_

AS: \_\_\_\_\_

Date

**LEGAL DESCRIPTION**

A portion of Fountains Avenue, recorded in Book 48 of Map & Plats at Page 13, Records of Pima County, Arizona, located in the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**COMMENCING** at the Southwest Corner of Section 10, said point being a brass cap survey monument, from which the West One-Quarter Corner of said section, said point being a brass cap survey monument, bears North 00°28'52" West, a distance of 2591.80 feet;

**THENCE**, upon said West line, North 00°28'52" West, a distance of 1294.54 feet;

**THENCE**, North 89°31'08" East, a distance of 100.00 feet a point on the south right-of-way of Fountains Avenue,

**THENCE**, upon said south right-of-way line, South 89°39'30" East, a distance of 107.14 feet, to the **POINT OF BEGINNING**;

**THENCE**, continue upon said south right-of-way line, South 89°39'30" East, a distance of 123.47 feet, to a point of curvature of a non-tangent curve, concave to the southwest, a radial line of said curve through said point bearing North 69°01'27" East;

**THENCE**, upon said curve, to the left, having a radius of 75.33 feet and a central angle of 21°54'24", for an arc distance of 28.80 feet, to a tangent line;

**THENCE**, North 42°52'57" West, a distance of 18.31 feet, to a point of curvature of a tangent curve, concave to the south;

**THENCE**, upon said curve, to the left, having a radius of 20.33 feet and a central angle of 79°57'07", for an arc distance of 28.37 feet, to a point of reverse curvature, concave to the northwest;

**THENCE**, upon said curve, to the right, having a radius of 255.46 feet and a central angle of 15°46'38", for an arc distance of 70.34 feet, to a point of reverse curvature, concave to the southeast;

**THENCE**, upon said curve, to the left, having a radius of 9.00 feet and a central angle of 72°36'03", for an arc distance of 11.40 feet, to a tangent line;

**THENCE**, South 00°20'30" West, a distance of 2.10 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0749 acres of land, more or less.

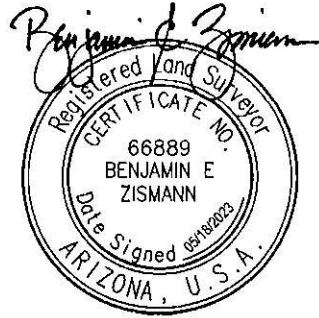
Basis of Bearing: The West line of the the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, as stated on the ALTA/NSPS Land Title Survey prepared by EPS Group, Inc., Project Number 21-1219. Said bearing being: North 00°28'52" West.

See depiction of Exhibit A made a part hereof.

Prepared by:

**Presidio Engineering, Inc.**

Benjamin E. Zismann, RLS



**May 18, 2023**

WEST 1/4 CORNER SECTION 10

LA CHOLLA BLVD

FOUNTAINS AVE  
(PUBLIC STREET)  
BK 48 M&P, PG 13

L1

L5

C2

L3

POINT OF BEGINNING

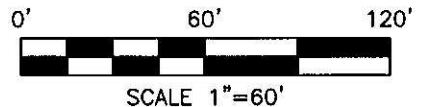
AERIE LA CHOLLA

APN 102-13-004D  
SEQ 20213410771

[BASIS OF BEARING]

N 0°28'52" W 2591.80'  
1294.54'

SOUTHWEST CORNER SECTION 10  
POINT OF COMMENCEMENT



DEPICTION OF EXHIBIT "A"

A PORTION OF FOUNTAINS AVENUE PUBLIC RIGHT-OF-WAY,  
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,  
RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

JOB NO. 121011-01-1003  
DATE: 05/18/2023

SHEET 3 OF 4



Civil • Land Development • Water Resources  
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LINE TABLE		
NUMBER	BEARING	DISTANCE
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L2	S 89°39'30" E	107.14'
L3	S 89°39'30" E	123.47'
L4	N 42°52'57" W	18.31'
L5	S 00°20'30" W	2.10'

CURVE TABLE			
NUMBER	RADIUS	DELTA	LENGTH
C1	75.33'	21°54'24"	28.80'
C2	20.33'	79°57'07"	28.37'
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C4	9.00'	72°36'03"	11.40'



# Presidio

Civil • Land Development • Water Resources  
 190 S. Stratford Dr. Suite 105 • Tucson, Arizona 85718  
 (520) 795-7255 • Fax (520) 795-6747

## DEPICTION OF EXHIBIT "A"

A PORTION OF FOUNTAINS AVENUE PUBLIC RIGHT-OF-WAY,  
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,  
 RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

JOB NO.  
 121011-01-1003

DATE:  
 05/18/2023

SHEET **4** OF **4**



## Exhibit "B"

### LEGAL DESCRIPTION

A portion of that parcel described in Book 6520 at Page 989, Records of Pima County, Arizona, heretofore known as Parcel A, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**COMMENCING** at the north property corner of said Parcel A, a point described in said document as being South 15°25'38" West, a distance of 220 feet from a point on the North line of the Southwest Quarter of the Southwest Quarter of said Section 10.

**THENCE**, upon the West line of said Parcel A, South 15°25'38" West, a distance of 281.49 feet, to the **POINT OF BEGINNING**;

**THENCE**, continue upon the West line of said Parcel A, South 15°25'38" West, a distance of 346.14 feet;

**THENCE**, upon the Southwest line of said Parcel A, South 65°42'00" East, a distance of 50.23 feet, to a point on the West line of that parcel described in Book 12455 at Page 3631, Records of Pima County, Arizona, heretofore known as Parcel B;

**THENCE**, upon the West line of said Parcel B, North 05°08'38" West, a distance of 35.67 feet, to a point of curvature of a tangent curve, concave to the east;

**THENCE**, continue upon the West line of said Parcel B, upon said curve, to the right, having a radius of 543.00 feet and a central angle of 24°18'08", for an arc distance of 230.32 feet, to a point of reverse curvature, concave to the west;

**THENCE**, continue upon the West line of said Parcel B, upon said curve, to the left, having a radius of 457.00 feet and a central angle of 11°51'39", for an arc distance of 94.60 feet, to the **POINT OF BEGINNING**;

Said parcel containing 0.099 acres of land, more or less.

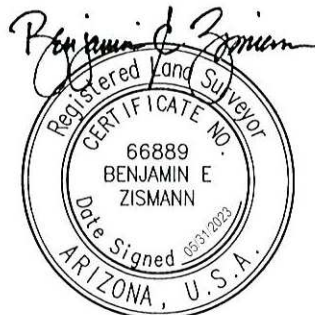
Basis of Bearing: The North line of the Southwest One-Quarter of the Southwest One-Quarter of Section 10, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, as stated in the Deed recorded in Book 6520 at Page 989, Records of Pima County, Arizona. Said bearing being: South 89°34' West.

See depiction of Exhibit A made a part hereof.

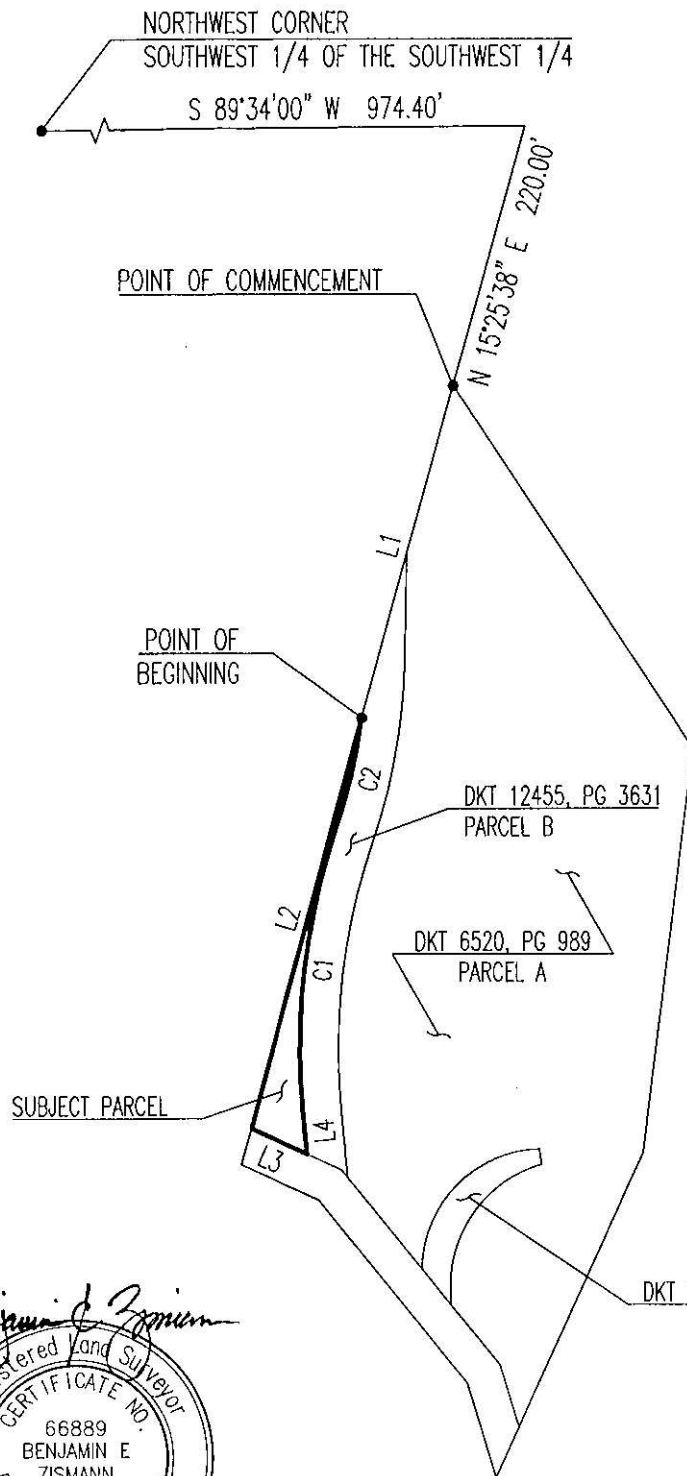
Prepared by:

Presidio Engineering, Inc.

Benjamin E. Zismann, RLS

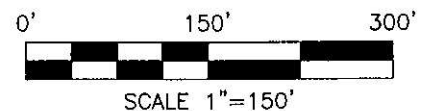


May 31, 2023



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 15°25'38" W	281.49'
L2	S 15°25'38" W	346.14'
L3	S 65°42'00" E	50.23'
L4	N 05°08'38" W	35.67'

CURVE TABLE			
NUMBER	RADIUS	DELTA	LENGTH
C1	543.00'	24°18'08"	230.32'
C2	457.00'	11°51'39"	94.60'



## DEPICTION OF EXHIBIT "A"

A PORTION OF THAT PROPERTY DESCRIBED IN  
BOOK 6520 AT PAGE 989, RECORDS OF PIMA COUNTY, ARIZONA,  
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH,  
RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

JOB NO.  
121011-01-1003

DATE:  
05/31/2023

SHEET **2** OF **2**



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## EXHIBIT C

## SPECIAL WARRANTY DEED

For valuable consideration, Aerie Development, LLC, an Arizona limited liability company ("Grantor"), does hereby convey to Pima County, a political subdivision of the State of Arizona the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record.

And the Grantor hereby binds itself and its successors to warrant the title against all acts of the Grantor herein and no other, subject only to matters above set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR: Aerie Development LLC, an Arizona limited liability company

By: \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF ARIZONA )  
 ) ss  
COUNTY OF PIMA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by  
as \_\_\_\_\_ of Aerie Development, LLC, an., an Arizona limited liability  
company.

Notary Public

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

## EXHIBIT D

### SPECIAL WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona, hereby conveys to Aerie Development, LLC, an Arizona limited liability company, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION

RESERVING the rights of any easements or utilities existing at the time of this abandonment.

#### **Restrictive Covenant.**

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 08/08/2023	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: TM	File #: A-0072	S/T/R: 10/13S/13S	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>



SUBJECT TO all matters of record.

And the Grantor hereby binds itself and its successors to warrant the title against all acts of the Grantor herein and no other, subject only to matters above set forth

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR: Pima County

\_\_\_\_\_  
Jeff Teplitsky, Director, Real Property Services

STATE OF ARIZONA        )  
                                      ) ss  
COUNTY OF PIMA        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Jeff Teplitsky, Director of Pima County Real Property Services.

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

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

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 08/08/2023	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: TM	File #: A-0072	S/T/R: 10/13S/13S	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>