

**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

Project Title/Description:

ADOT acquisition for Casa Grande - Tucson Highway, Ina Road Project (the "Project"). File: Sale-0039

Purpose:

The State of Arizona has requested a Temporary Construction Easement ("TCE") across Pima County Regional Flood Control District owned property located along Ina Rd. (the "Property") for the Project. The sale is being done under threat of condemnation, and is not a voluntary sale.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.02

Program Goals/Predicted Outcomes:

The TCE will be acquired to construct road improvements along Ina Rd.

Public Benefit:

The Pima County Regional Flood Control District will receive revenue for the TCE in the amount of \$520.00

Metrics Available to Measure Performance:

The property was appraised by an independent appraiser retained by ADOT, and the appraised value was reviewed and agreed to by ADOT staff and Pima County staff.

Retroactive:

N/A

NOV 14 15 PM 02:17 POC CLK OF SD
RCS

To: CWB- 11-14-16 (2)
Ver. - 1
Pgs. 10 Addendum

Procure Dept 11/14/16 PM 09:32

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*084

Effective Date: 11/22/2016 Termination Date: 12/22/2016 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ \$520.00

Funding Source(s): DOT

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date:  11-7-2016

Deputy County Administrator Signature/Date:  11/7/16

County Administrator Signature/Date:  11/7/16
(Required for Board Agenda/Addendum Items)

CONTRACT
NO. <u>CTN-PW-17-084</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. N/A
 Grantor Pima County Flood Control District, a political taxing subdivision
 Address 201 North Stone Ave., 6th Floor, Tucson, Arizona 85701
 Phone/Fax/Mobile/Email Attn: Neil Konigsberg, 520-724-6313, Neil.Konigsber@pima.gov

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

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*	_____	
Cost to Cure	_____	
Temporary Construction Easement	<u>\$520.00</u>	

Total Purchase Price	<u>\$520.00</u>	
TOTAL WARRANT**		<u>\$520.00</u>

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 \$ N/A 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 Flood Control District, a political taxing subdivision Date: _____

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

See attached signature page

By: _____

Accepted: STATE OF ARIZONA _____ 20 ____

Its: _____

Accepted _____ Date _____
ESCROW OFFICER

By _____
RIGHT OF WAY MANAGER

Recommended to the Board of
Directors for Approval:

By 
Susanne Shields, Director
Pima County Regional Flood Control District

By 
Neil Konigsberg, Manager
Real Property Services

GRANTOR: Pima County Regional Flood Control
District, a special taxing district of the State of
Arizona

By: _____
Chair, Board of Directors

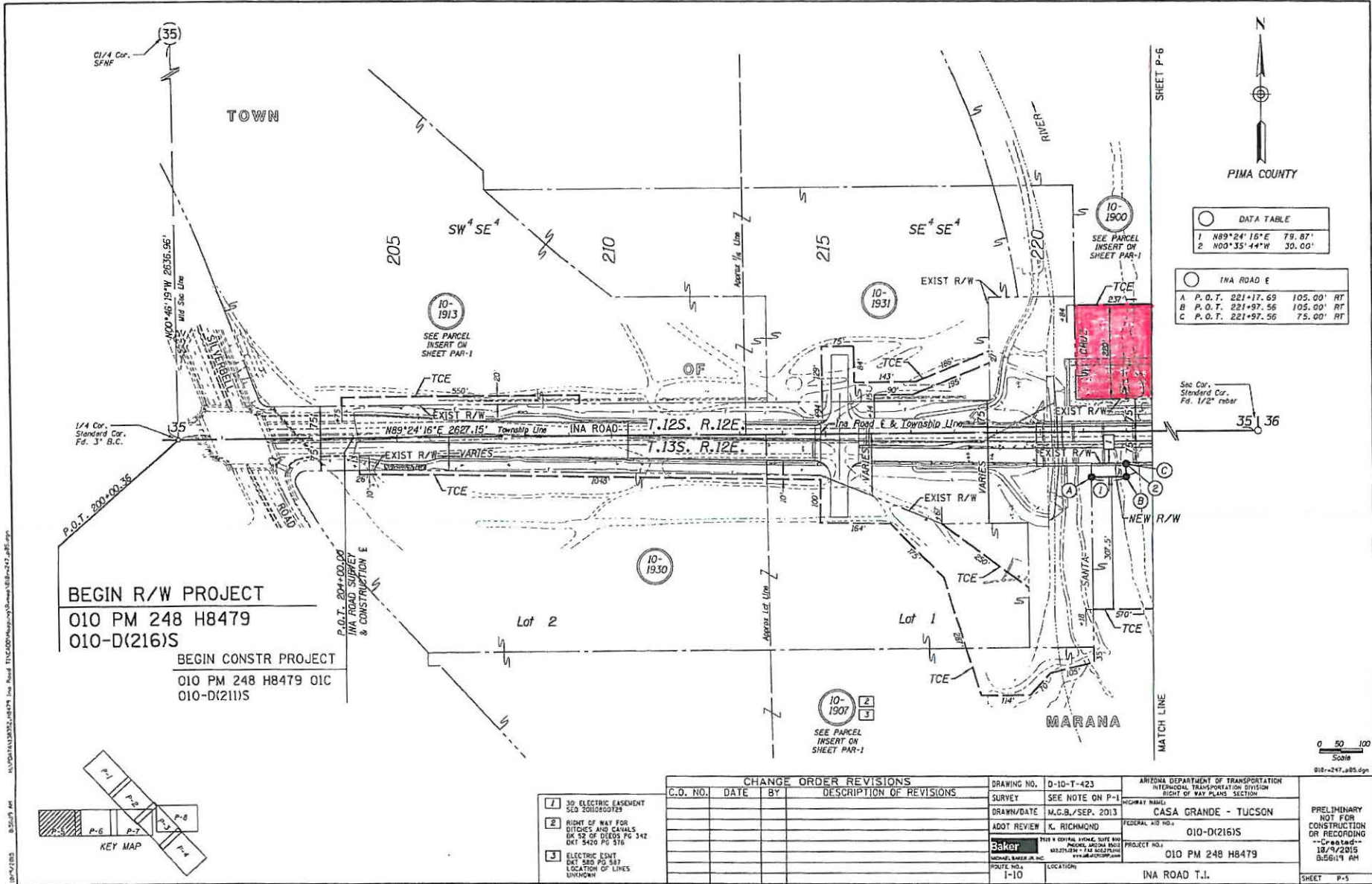
ATTEST:

Robin Brigode, Clerk of the Board

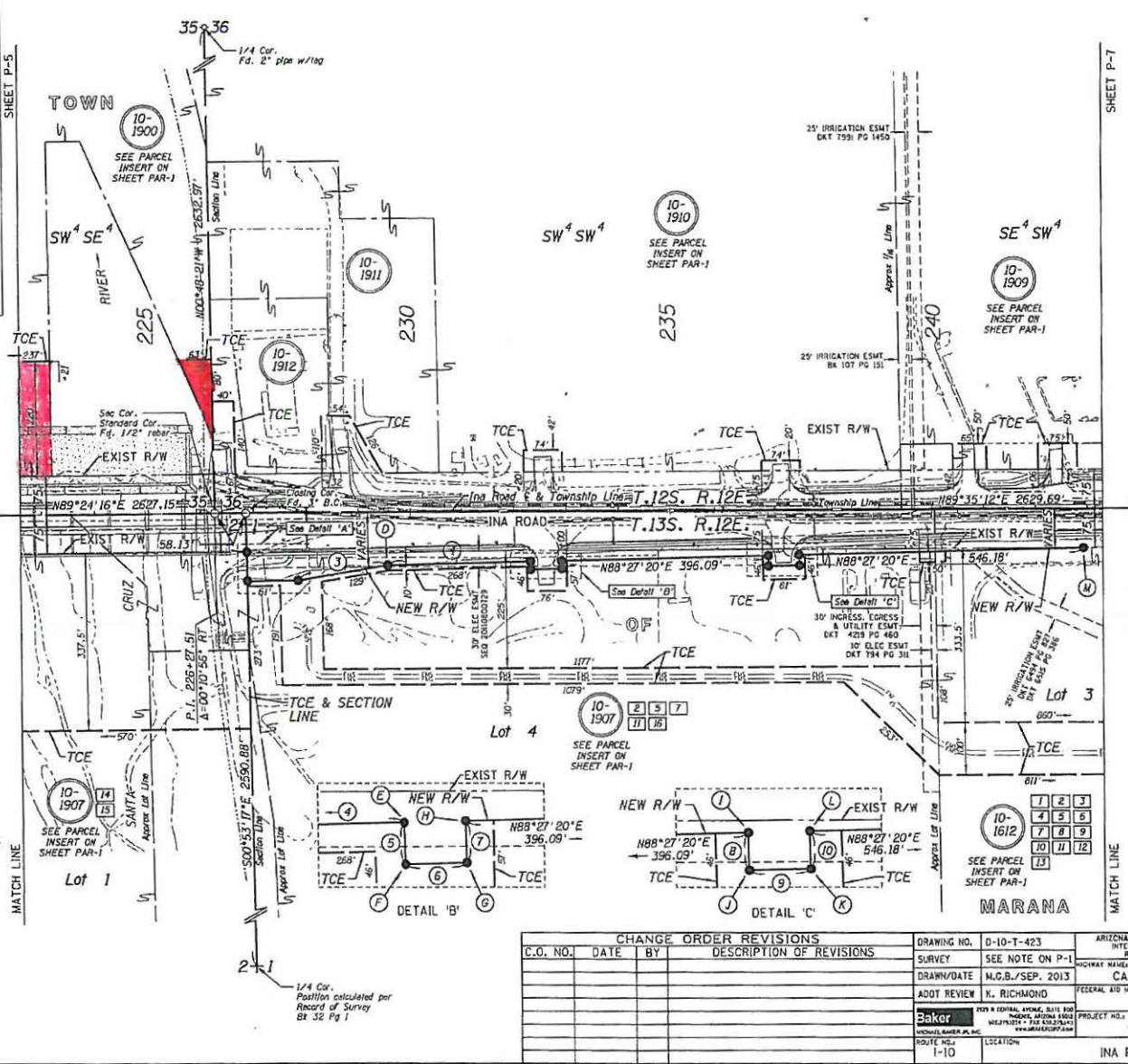
APPROVED AS TO FORM:

 9/27/16

Tobin Rosen, Deputy County Attorney



- 1 RIGHT OF WAY AGREEMENT FOR IRRIGATION WATER BK 107 OF MISC 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 527
- 4 UNSPECIFIED WIDTH TELEPHONE ESMT BK 54 OF DEEDS PG 348 LOCATION OF LINES UNKNOWN
- 5 ACCESS AGREEMENT GRANTING R/W ENTRY DKT 12457 PG 2669
- 6 RIGHT OF WAY FOR DITCHES AND CANALS BK 78 OF DEEDS PG 355
- 7 10' ELECTRIC ESMT DKT 2164 PG 319 LOCATION OF LINES UNKNOWN
- 8 MANAGED RECHARGE FACILITY CONSENT DKT 11270 PG 1042
- 9 TOWN OF MARANA GENERAL PLAN DKT 10524 PG 1892
- 10 10' ELECTRIC ESMT DKT 1548 PG 224 LOCATION OF LINES UNKNOWN
- 11 16.0' WIDE COAM ESMT BK 103 OF DEEDS PG 225 DKT 813 PG 481 LOCATION OF LINES UNKNOWN
- 12 EFFLUENT AGREEMENT DKT 13725 PG 1099
- 13 EFFLUENT AGREEMENT DKT 13725 PG 1198
- 14 RIGHT OF WAY FOR DITCHES AND CANALS BK 57 OF DEEDS PG 342 DKT 5420 PG 516
- 15 ELECTRIC ESMT DKT 380 PG 581 LOCATION OF LINES UNKNOWN
- 16 LICENSE FOR OFF-ROAD OR UNSUBSRIED VEHICLE OPERATION TRAINING CENTER DKT 10430 PG 1537

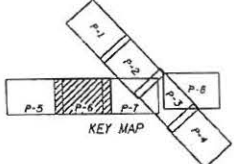
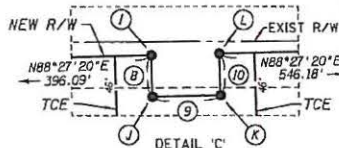
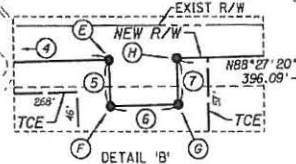
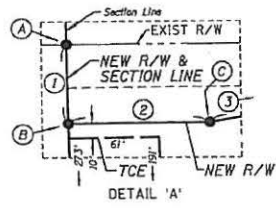


DATA TABLE

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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°52'40\"	W	15.00'
8	S01°32'40\"	E	20.00'
9	N88°27'20\"	E	58.79'
10	N01°32'40\"	W	20.00'

INA ROAD E

A	P. O. T.	226+86.26	75.00'	RT
B	P. O. T.	226+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.	236+86.25	85.94'	RT
J	P. O. T.	236+86.64	106.94'	RT
K	P. O. T.	237+45.02	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			DRAWING NO.	D-10-T-423	ARIZONA DEPARTMENT OF TRANSPORTATION
C.O. NO.	DATE	BY	DESCRIPTION OF REVISIONS	SURVEY	INTERNAL TRANSPORTATION DIVISION
				SEE NOTE ON P-1 <td>RIGHT OF WAY PLANS SECTION </td>	RIGHT OF WAY PLANS SECTION
				M.C.B./SEP. 2013 <td>CASA GRANDE - TUCSON </td>	CASA GRANDE - TUCSON
				X. RICHMOND <td>FEDERAL AID 702</td>	FEDERAL AID 702
					OIO-DI216IS
					OIO PM 248 H8479
				ROUTE NO. I-10	LOCATION
					INA ROAD T.I.

Scale 0 50 100 Feet

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
18/9/2015
8:56:23 AM

OCT 0 9 2015

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:

That portion of the Southeast quarter (SE¼) of Section 35, Township 12 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

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

_____, 20_____
 (Date Only)

 PRINTED NAME

 PRINTED NAME

Accepted: STATE OF ARIZONA

_____, 20_____

By _____
 Right of Way Manager

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

LOCATION: Ina Road T.I.

PARCEL: 10-1900
 sw 11-13-2015

GRANTOR: Pima County Regional Flood Control District, a special taxing district of the State of Arizona

By: _____
Chair, Board of Directors

ATTEST:

Robin Brigode, Clerk of the Board

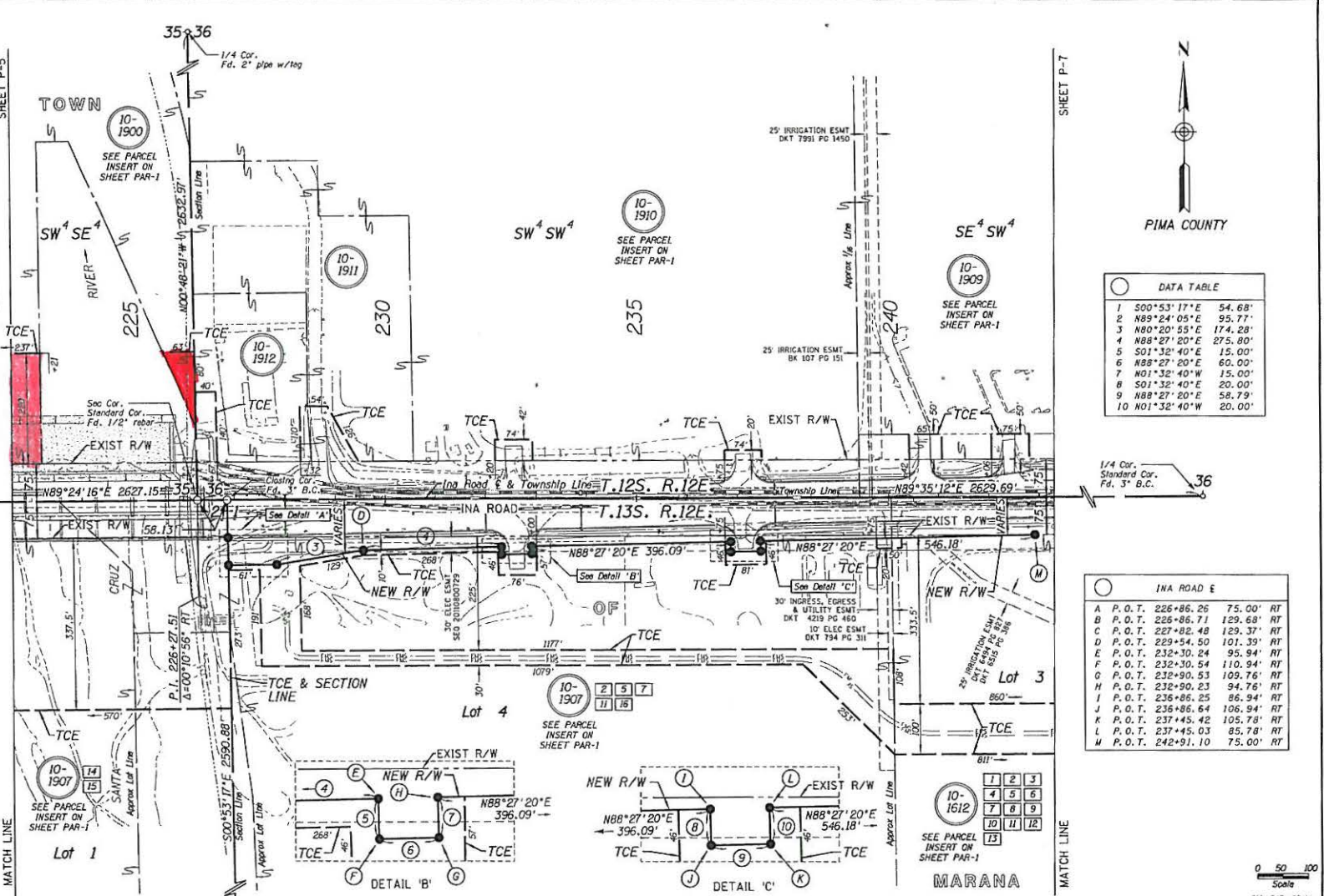
STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by the Chair of the Board of Directors of the Pima County Regional Flood Control District, a special taxing district of the State of Arizona.

(Seal)

Notary Public

- 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 12467 PG 2869
- 6 10' ELECTRIC ESMT DKT 2164 PG 329 LOCATION OF LINES UNKNOWN
- 7 MANAGED RECHARGE FACILITY CONSENT DKT 11270 PG 1082
- 8 RESTRICTIONS, CONDITIONS AND COVENANTS DKT 5715 PG 1812
- 9 TOWN OF MARANA GENERAL PLAN DKT 10529 PG 1892
- 10 10' ELECTRIC ESMT DKT 2340 PG 284 LOCATION OF LINES UNKNOWN
- 11 16.5' WIDE CONAM ESMT BK 103 OF DEEDS PG 225 LOCATION OF LINES UNKNOWN
- 12 EFFLUENT AGREEMENT DKT 13725 PG 1059
- 13 EFFLUENT AGREEMENT DKT 13725 PG 1198
- 14 RIGHT OF WAY FOR DITCHES AND CANALS BK 52 OF DEEDS PG 342 DKT 5420 PG 576
- 15 ELECTRIC ESMT DKT 590 PG 587 LOCATION OF LINES UNKNOWN
- 16 LICENSE FOR OFF-ROAD OR MONIEK VEHICLE OPERATION TRAINING CENTER DKT 10430 PG 1557



DATA TABLE

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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	58.79'
10	N01°32'40"W	20.00'

INA ROAD E

A	P. O. T.	226+86.26	75.00'	RT
B	P. O. T.	226+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

10-1907

2	5	7
11	18	

SEE PARCEL INSERT ON SHEET PAR-1

10-1612

1	2	3
4	5	6
7	8	9
10	11	12
13		

SEE PARCEL INSERT ON SHEET PAR-1

CHANGE ORDER REVISIONS			DRAWING NO. D-10-T-423	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION RIGHT OF WAY PLANS - SECTION
C.O. NO.	DATE	DESCRIPTION OF REVISIONS		

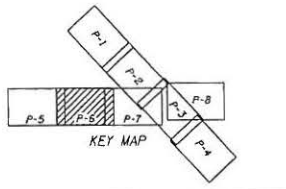
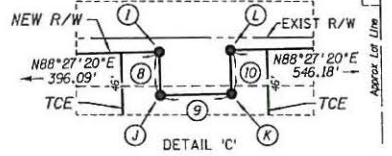
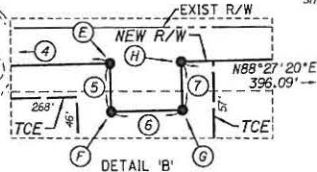
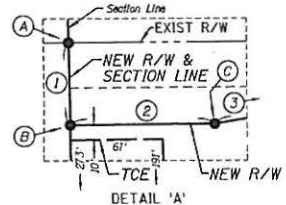
HIGHWAY NAME: CASA GRANDE - TUCSON	FEDERAL AID NO.: 010-D(216)S
PROJECT NO.: 010 PM 248 H8479	
ROUTE NO.: I-10	LOCATION: INA ROAD T.J.

DRAWN/DATE: M.G.B./SEP, 2013	PROJECT NO.: 010 PM 248 H8479
ADOT REVIEW: K. RICHMOND	

Baker
7929 N CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85018
480.212.2814 (TOLL FREE)
WWW.BAKERCORP.COM

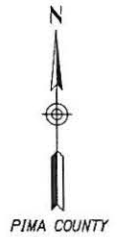
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10/9/2015
8:56:23 AM

SHEET P-6



18/4/2015 10:45:23 AM I:\VDP\113032-18475_Inv_Road_TUCSON\Map\p6.dwg:VP-272.dwg

OCT 09 2015



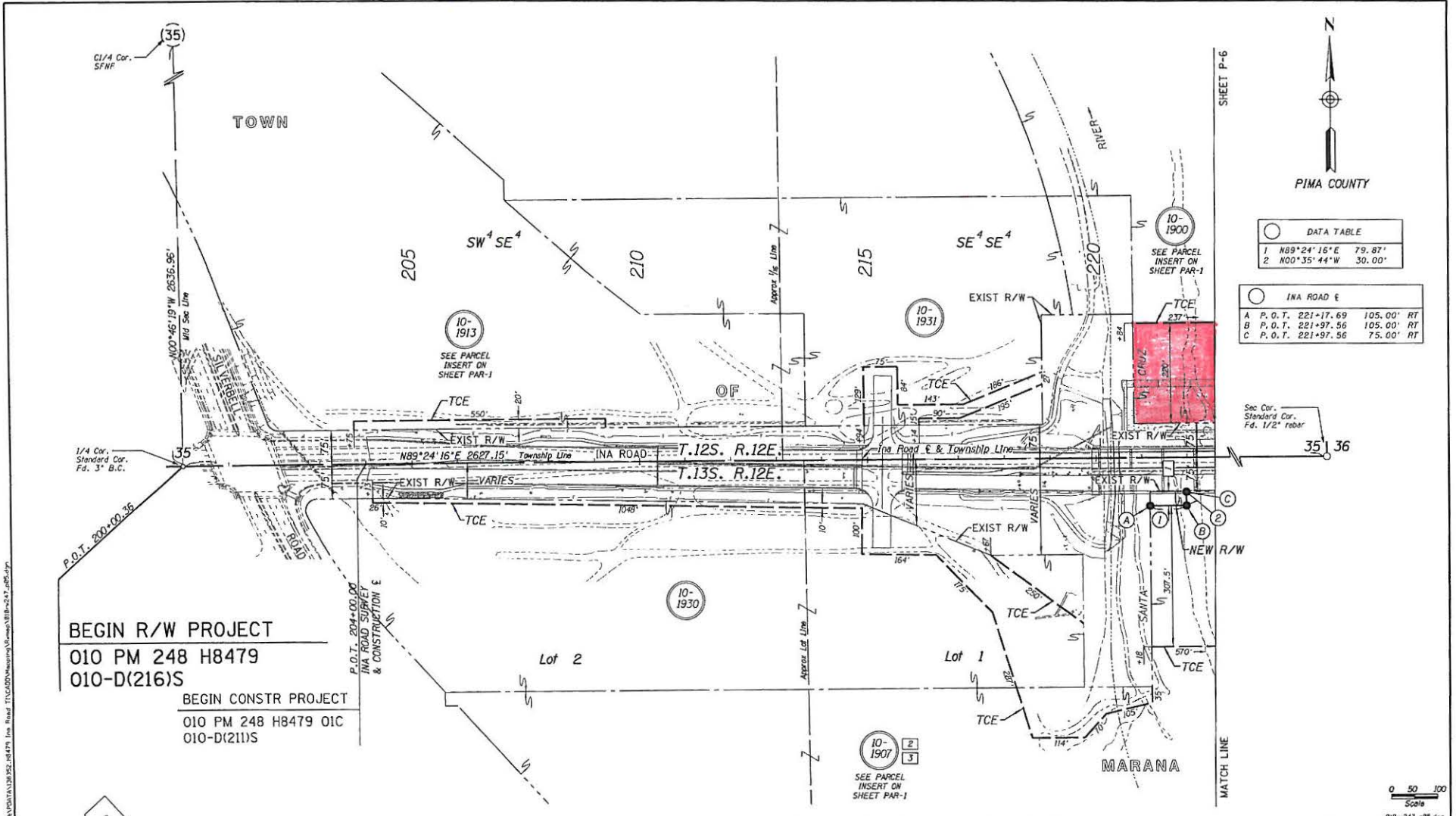
DATA TABLE	
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INA ROAD E	
A	P.O.T. 221+17.69 105.00' RT
B	P.O.T. 221+97.56 105.00' RT
C	P.O.T. 221+97.56 75.00' RT

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

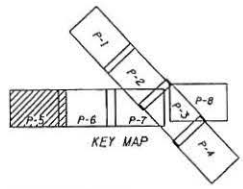


810-w247.p05.dgn



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

BEGIN CONSTR PROJECT
010 PM 248 H8479 01C
010-D(211)S



- 1 30' ELECTRIC EASEMENT
SDO 2001000729
- 2 RIGHT OF WAY FOR
DITCHES AND CANALS
BK 52 OF DEEDS PG 342
DKT 3400 PG 376
- 3 ELECTRIC EMT
DKT 580 PG 587
LOCATION OF LINES
UNKNOWN

CHANGE ORDER REVISIONS			DRAWING NO.	ARIZONA DEPARTMENT OF TRANSPORTATION	
C.O. NO.	DATE	BY	DESCRIPTION OF REVISIONS	D-10-T-423	INTERNATIONAL TRANSPORTATION DIVISION
				SEE NOTE ON P-1 <th>RIGHT OF WAY PLANS SECTION</th>	RIGHT OF WAY PLANS SECTION
				M.G.B./SEP. 2013 <td>PROJECT NAME:</td>	PROJECT NAME:
				K. RICHMOND <td>CASA GRANDE - TUCSON </td>	CASA GRANDE - TUCSON
					FEDERAL AID NO.:
					010-D(216)S
					PROJECT NO.:
					010 PM 248 H8479
					PROJECT NO.:
					010-D(216)S
					DATE PLOTTED:
					10/9/2015
					8:56:19 AM
					SHEET P-6

INVD01V113032-H8479 Ina Road TUCSON\Maproom\10-mch\810-w247.p05.dgn
 8/26/14 AM
 10/9/2015