



Contract Number: CT. PW-15 # 271  
 Effective Date: 12-16-14  
 Term Date: 12-16-19  
 Cost: \$743,255.-  
 Revenue: \_\_\_\_\_  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Renewal By: \_\_\_\_\_ ACTION: 9-1-19  
 Term: 12-16-19  
 Reviewed by: [Signature]

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: <sup>16</sup> 12/03/2014

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

In the mid 1950's Hughes Tool Company and the U.S. Airforce provided easements to Pima County under separate agreements for the Hughes Access Road. The Hughes Access Road connected Old Nogales Highway with Alvernon Way. The intended acquisition from Tucson Airport Authority will provide new road right-of-way for the Aerospace Parkway which will be located approximately 1/2 mile south of the existing Hughes Access Road. The new roadway will facilitate the 2012-2014 Pima County Economic Development Plan which lists the protection and future expansion of Raytheon Missile Systems as a key strategy of economic development.

Purchase of a portion of property within sections 32 and 33 T13S, R14E for Aerospace Parkway (Hughes Access Road Relocation) Project, No. 4HARDR.

**Address or General Location:** Approximately 1/2 mile south of the existing Hughes Access Road

**Tax Parcel Number:** 140-47-005A, 140-47-006C & 140-47-006D

**Purchase Price:** \$ 738,255.00

**Terms:** N/A

**County's Appraised Value:** \$738,255.00

**Estimated Closing Closts:** \$5,000.00

**Size and Type of Property**

**to be Acquired:** 60 acres of right-of-way

**Size of Seller's Entire Parcel**

**Before Acquisition:** 669.58 acres

**Zoning:** Industrial (I-2 and CI-2) medium to high density industrial

**STAFF RECOMMENDATION(S):**

It is recommended that the Pima County Board of Supervisors approve and the Chair execute the acquisition agreement to purchase a portion of property from Tucson Airport Authority for Aerospace parkway (re-alignment of Hughes Access Road).

*Ver-1  
Vendor-1  
pgs. - 65*

*To: CHH- 12-11-14  
CoB. 12-11-14  
Agenda- 12-16-14 (1)  
Addendum*

Procure Dept 12/11/14 PM02:28 Procure Dept 12/10/14 PM04:07

PIMA COUNTY COST: \$ 743,255.00 and/or REVENUE TO PIMA COUNTY: \$ n/a

FUNDING SOURCE(S): HURF  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES  NO

Board of Supervisors District:

1  2  3  4  5  All

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IMPACT:

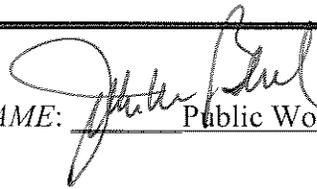
**IF APPROVED:**

Approval of this acquisition will allow Pima County to construct the new Aerospace Parkway. It will be consistent with the approved Pima County Pima County Economic Development Plan strategy. The necessary infrastructure will be provided so that Raytheon Missile System is able to expand and stay within the necessary safety arc clear zones required by any additional expansion.

**IF DENIED:**

Denial of the project will impede any additional expansion of the Raytheon Missile System facility and create an economic hardship for Pima County.

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DEPARTMENT NAME:  Public Works Real Property 

CONTACT PERSON: Neil J. Konigsberg TELEPHONE NO.: 724-6582



1.6. Effective Date: the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Buyer executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.

1.7. Fee Property: the parcels of real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.8. Permanent Easement Area: the area within the parcels of real property described in **Exhibit B** and depicted in **Exhibit B-1**.

1.9. Seller's Address: TAA Administrative Offices, attn.: Vice President, Administration and Finance 7005 S Plumer Ave, Tucson, AZ 85756; E-mail: [dgruentzel@flytucson.com](mailto:dgruentzel@flytucson.com); with a copy to Sarah Meadows, Associate General Counsel, 7005 S Plumer Ave, Tucson, AZ 85756; E-mail: [smeadows@flytucson.com](mailto:smeadows@flytucson.com).

1.10. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: [neil.konigsberg@pima.gov](mailto:neil.konigsberg@pima.gov)

2. **Parties; Effective Date**. This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Purchase of Fee Property; Permanent Drainage Easements**; Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Fee Property (the "**Fee Interest**"), to be conveyed by Special Warranty Deed in the form attached to this Agreement as **Exhibit C**.

3.2. A permanent easement over the Permanent Easement Area (the "**Permanent Easement**"), to be conveyed by the easement form attached to this Agreement as **Exhibit D**.

4. **Closing Costs and Prorations**.

4.1. Closing Costs. Buyer shall pay all closing costs, including all escrow and recording fees, costs of any Owner's Title Insurance Policy, and other costs related to the Closing.

4.2. Prorations. Property taxes, rents, and annual payment of assessments with

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interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing. If Seller's entire owned parcel is larger than the Fee Property, then the proration of taxes will be for the portion of taxes assessed against Seller's entire parcel which is attributable to the Fee Property.

4.3. Buyer's Total Costs. Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

## 5. **Escrow and Title.**

5.1. Escrow. Title Company will act as escrow agent. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**"). Title Company will make reasonably suitable arrangements with either Party, upon that Party's request, to have the Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for that Party.

5.2. Title Commitment. Escrow Agent will distribute to the Parties a Commitment for Standard Owner's Title Insurance (the "**Commitment**") together with complete and legible copies of all documents which will remain as exceptions to Buyer's policy of title insurance.

5.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Buyer shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

5.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title

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Insurance Policy for the Fee Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit E** and the standard printed exceptions in the policy.

6. **Closing.**

6.1. FAA Approval. The Closing of the sale of the Fee Interest and the Permanent Easement are contingent upon prior approval and release of the property by the Federal Aviation Administration (the "**FAA**"). Seller agrees to submit the necessary documentation to obtain FAA approval and release immediately following FAA approval of the Environmental Assessment for the Property. In the event FAA has not granted approval within twelve (12) months of the Effective Date, either Party may terminate this Agreement by written notice to the other Party.

6.2. Closing Date. The Closing of the sale of the Fee Property to Buyer (the "**Closing**") will take place at the office of Title Company on or before three (3) business days after FAA approval, provided however, that either party may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within five (5) years after execution by Buyer, unless Buyer obtains approval by the Pima County Board of Supervisors to extend the Closing Date beyond said five (5) year period.

6.3. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller through Escrow the following:

6.3.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check; and

6.3.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

6.4. Deliveries by Seller at Closing. At Closing, Seller deliver to Buyer through Escrow the following:

6.4.1. An executed Special Warranty Deed in the form of **Exhibit C**, conveying fee simple title to the Fee Property;

6.4.2. An Easement in the form of **Exhibit D**, granting to Buyer a permanent easement over the Permanent Easement Area.

6.4.3. Such additional documents as Buyer or Escrow Agent may reasonably require to effectuate the Purchase.

6.5. Delivery of Possession. Seller shall deliver possession of the Fee Property to Buyer at Closing.

6.6. Disbursements. Upon the close of escrow, the Purchase Price shall be disbursed to Seller.

## 7. **Seller's Covenants.**

7.1. No Personal Property. No personal property is being transferred pursuant to this Agreement.

7.2. No Salvage. Seller shall not salvage or remove any fixtures, improvements, or vegetation from the Fee Property, but this does not prohibit Seller from removing personal property prior to the Closing. In addition, prior to Closing, the Fee Property will not be materially degraded or otherwise materially changed in any aspect by Seller.

7.3. Risk of Loss for Damage to Improvements. Seller bears the risk of loss or damage to the Fee Property prior to Closing. After Closing, the risk of loss or damage to the Fee Property rests with Buyer.

7.4. Use of Fee Property by Seller. Seller shall, prior to the Closing, use the Fee Property on a basis substantially comparable to Seller's historical use thereof.

7.5. No Encumbrances. Seller shall not encumber the Fee Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Fee Property before Closing without the prior written approval of Buyer.

7.6. No Leases. Seller represents that to Seller's knowledge there are no oral or written leases on any portion of the Fee Property or the Permanent Easement Area.

8. **Environmental.** Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Fee Property, each party remaining responsible for its obligations as set forth by law.

9. **Broker's Commission.** No broker or finder has been used and Buyer owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

10. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement. To the extent a Party seeks damages, the recovery is limited to actual damages. Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

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

<b><u>Exhibit A</u></b>	<b>Description of Fee Property</b>
<b><u>Exhibit A-1</u></b>	<b>Depiction Showing Fee Property</b>
<b><u>Exhibit B</u></b>	<b>Permanent Easement Area</b>
<b><u>Exhibit B-1</u></b>	<b>Depiction of Permanent Easement Area</b>
<b><u>Exhibit C</u></b>	<b>Form of Deed for Fee Property</b>
<b><u>Exhibit D</u></b>	<b>Form of Permanent Easement</b>
<b><u>Exhibit E</u></b>	<b>Permitted Exceptions for Fee Property and Permitted Exceptions for Permanent Easement</b>

12. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

12.1. Notices.

12.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Buyer's address.

12.1.2. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice

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was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

12.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

12.3. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

12.4. Interpretation. This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

12.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

12.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

12.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

12.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

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12.9. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

12.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

12.11. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

12.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

12.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

12.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

12.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) 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 Buyer 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.

Seller's Approval and Acceptance:

**TUCSON AIRPORT AUTHORITY, an Arizona nonprofit corporation**

By: Bonnie Allin  
Name: Bonnie Allin  
Title: President/CEO

Buyer's Approval and Acceptance:

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

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:  
\_\_\_\_\_  
Robin Brigode, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:  
Neil J. Konigsberg  
Neil J. Konigsberg, Manager, Real Property Services

John Bernal  
John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:  
Tobin Rosen  
Tobin Rosen, Deputy County Attorney  
{00017983}



CONSULTING ENGINEERS

**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 3-A**

A portion of the North half of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona,

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 32, said point being a found 2 ¼ steel capped pipe in concrete marked "T15S, 30, 29, 31, 32, R14E";

Thence South 0°13'54" East, 2493.90 feet along the west line of the northwest quarter of said Section 32 to the Point of Beginning, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 176.87 feet at the West quarter corner of said Section 32, said point being on a non-tangent curve concave to the North with a local radial bearing of South 4°12'54" West;

Thence easterly along the arc of said curve to the left, having a radius of 1915.00 feet, through a central angle of 4°51'17", for an arc length of 162.26 feet to a point of tangency;

Thence North 89°21'37" East, 5083.00 feet parallel with and 170.00 feet northerly of the East - West mid-section line of said Section 32 to the West right-of-way of Country Club Road according to Pima County Proceedings No. 1309, Road Map Book 14, Page 86 and Docket 4314 at Page 223 at the Pima County Recorders Office;

Thence South 0°26'15" East, 170.00 feet along said West right-of-way parallel with and 75.00 feet westerly from the East line of the northeast quarter of said Section 32 to a found ½" rebar tagged "RLS 22759";

Thence South 89°21'37" West, 5082.40 feet along the East-West mid-section line of said Section 32 to a point of curvature on a tangent curve concave to the North;

Thence westerly along the arc of said curve to the right, having a radius of 2085.00 feet, through a central angle of 4°29'30", for an arc length of 163.45 feet to a point of non-tangency on the West line of the northwest quarter of said Section 32, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 6.40 feet at the West quarter corner of said Section 32;

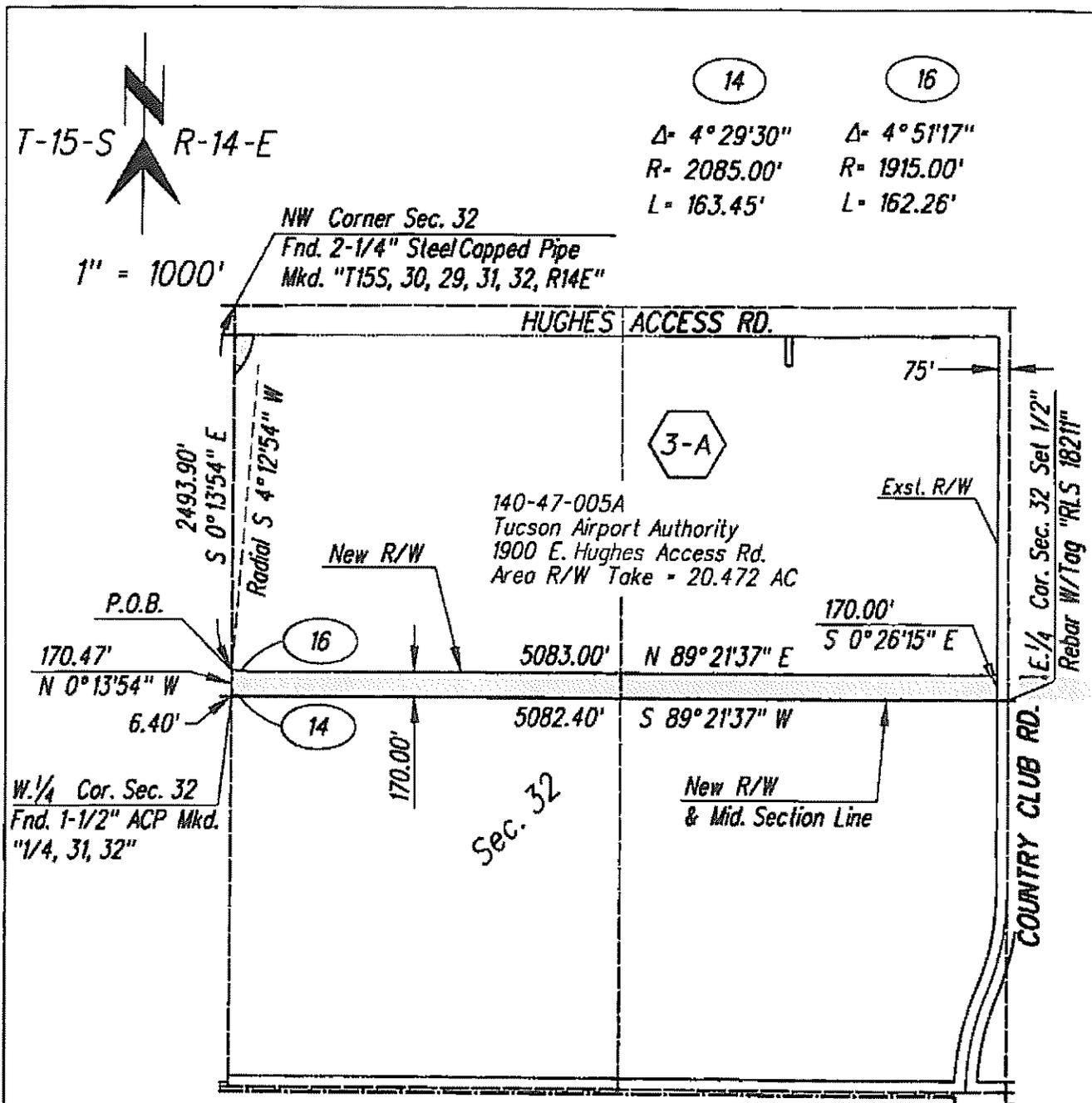
Thence North 0°13'54" West, 170.47 feet along the West line of said northwest quarter to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°13'54" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT A-1



**HDR**

DEPICTION OF EXHIBIT A  
 HUGHES ACCESS ROAD  
 NOGALAS HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 3-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

Expires 3/31/2014



**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 3-A NORTH**

A portion of the northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 32, said point being a found 2 ½ steel capped pipe in concrete marked "T15S, 30, 29, 31, 32, R14E";

Thence South 0°13'54" East, 200.01 feet along the west line of the northwest quarter of said Section 32 to the South right-of-way of Hughes Access Road according to Pima County Roadway Proceedings No. 859, Road Map Book 7 Page 22 and Docket 839, Page 419 in the Pima County Recorders Office, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 2470.76 feet at the West quarter corner of said Section 32;

Thence North 89°11'27" East, 7.32 feet easterly along said South right-of-way parallel with and 200.00 feet southerly from the North line of the northwest quarter of said Section 32 to the Point of Beginning, said point being on a non-tangent curve concave to the Northwest with a local radial bearing of South 83°56'08" East;

Thence Southwesterly along the arc of said curve to the right, having a radius of 311.00 feet, through a central angle of 7°40'23", for an arc length of 41.65 feet to a point of non-tangency on the West line of the northwest quarter of said Section 32;

Thence South 0°13'54" East, 232.62 feet along said West line of the northwest quarter, said point being on a non-tangent curve concave to the Northwest with a local radial bearing of South 44°40'40" East;

Thence Northeasterly along the arc of said curve to the left, having a radius of 431.00 feet, through a central angle of 41°10'38", for an arc length of 309.75 feet to a point of non-tangency on the South right-of-way of Hughes Access Road;

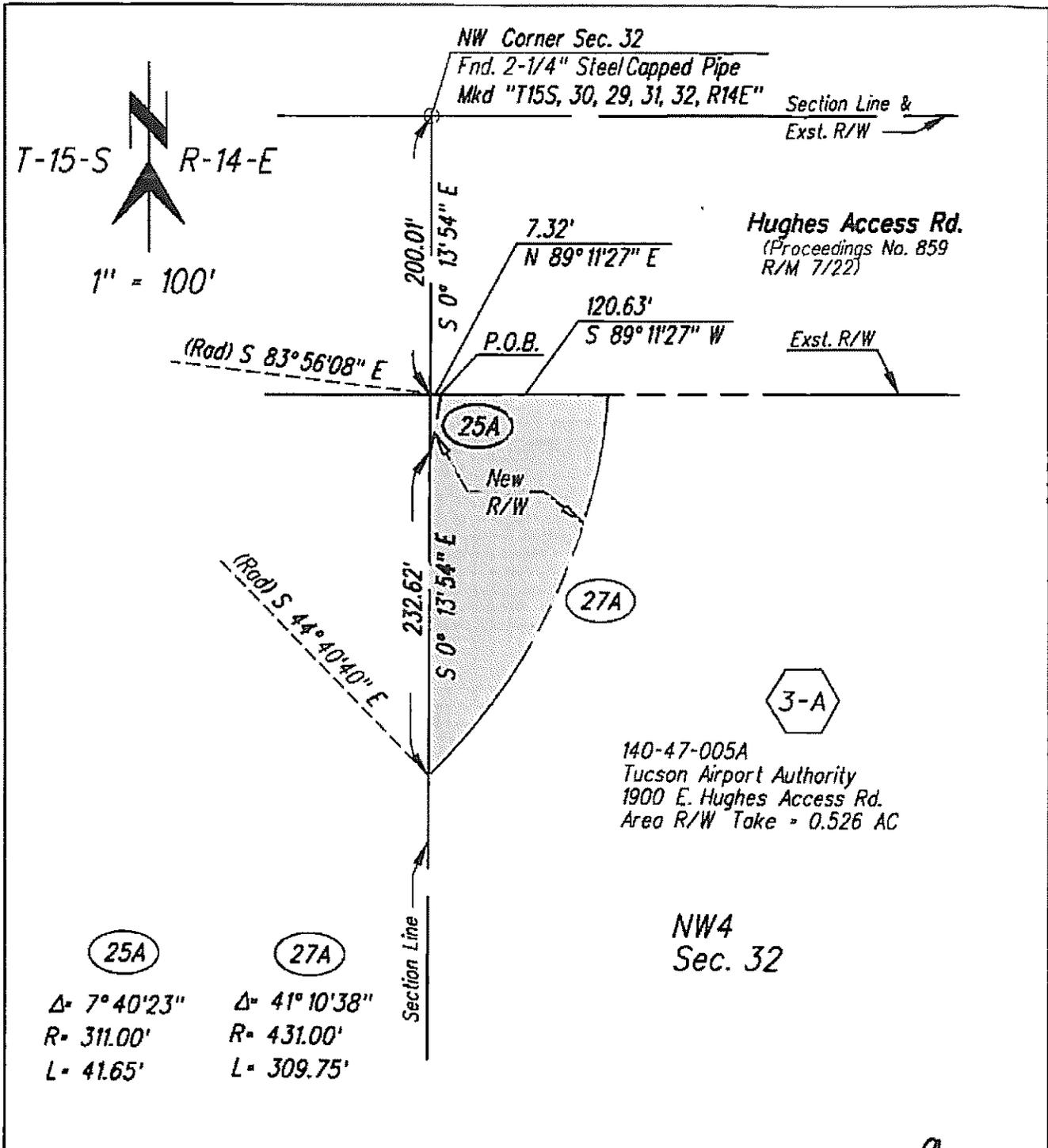
Thence South 89°11'27" West, 120.63 feet along North line of said northwest quarter to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°13'54" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.

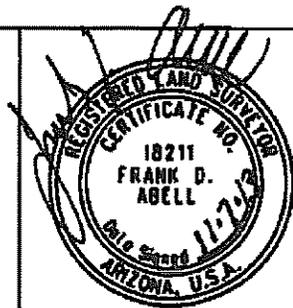


EXPIRES 3/31/2014

EXHIBIT A-1



DEPICTION OF EXHIBIT A  
 HUGHES ACCESS ROAD  
 NOGALAS HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 3-A NORTH



		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13

Expres 3/3V204



**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 4-A**

A portion of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 0°26'15" East, 2686.44 feet along the West line of the northwest quarter of said Section 33, from this point a found 5/8" rebar with no tag, affixed a tag with "RLS 18211", bears South 0°26'15" East, 2686.44 feet at the southwest corner of said Section 33;

Thence North 89°20'21" East, 75.00 feet along the West - East mid-section line of said Section 33 to the Point of Beginning, said point being on the East right-of-Way of Country Club Road according to Pima County Proceedings Number 1309, Road Map Book 14, Page 86 and Docket 4314 at Page 223 at the Pima County Recorders Office, said point being a found 1/2" rebar, tagged "RLS 22759";

Thence continuing North 89°20'21" East, 1642.44 feet along said West - East mid-section line of said Section 32 to a point of curvature on a tangent curve concave to the southwest;

Thence southeasterly along the arc of said curve to the right, having a radius of 1895.00 feet, through a central angle of 45°32'49", for an arc length of 1506.42 feet to a point of tangency;

Thence South 45°06'50" East, 740.69 feet;

Thence North 44°53'10" East, 95.00 feet to the line connecting the southeast corner and the northwest corner of said Section 33, from this point said southeast corner bears South 45°06'50" East, 2339.99 feet, said southeast corner being a found lead capped pipe with no marks, affixed a tag with "RLS 18211";

Thence North 45°06'50" West, 1292.16 feet along said line connecting the southeast corner and the northwest corner of said Section 33 to a point on a non-tangent curve being concave to the southwest with a local radial bearing of North 29°23'48" East;

Thence northwesterly along the arc of said curve to the left, having a radius of 2065.00 feet, through a central angle of 30°03'28", for an arc length of 1083.31 feet to a point of tangency;

Thence South 89°20'21" West, 1641.78 feet parallel with and 170.00 northerly of the East – West mid-section line of said Section 33;

Thence South 0°26'15" East, 170.00 feet along said East right-of-Way parallel with and 75.00 feet easterly from the West line of said northwest quarter of said Section 33 to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°26'15" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014





ONE COMPANY. Many Solutions.

**EXHIBIT A  
LEGAL DESCRIPTION  
PUBLIC RIGHT OF WAY  
PARCEL 5-A**

A portion of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Beginning at the northeast corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 0°23'35" East, 662.40 feet along the East line of the northeast quarter of said Section 33 to a point of curvature on a tangent curve concave to the northwest, from this point a found 1/2" rebar tagged "LS 4527", bears South 0°23'35" East, 2038.05 feet at the East quarter corner of said Section 33;

Thence southwesterly along the arc of said curve to the right, having a radius of 3465.00 feet, through a central angle of 45°16'45", for an arc length of 2738.28 feet to a point of tangency;

Thence South 44°53'10" West, 872.31 feet to the line connecting the southeast corner and the northwest corner of said Section 33, from this point said southeast corner bears South 45°06'50" East, 2339.99 feet, said southeast corner being a found lead capped pipe with no marks, affixed a tag with "RLS 18211";

Thence North 45°06'50" West, 1292.16 feet along said line connecting the southeast corner and the northwest corner of said Section 33 to a point on a non-tangent curve being concave to the southwest with a local radial bearing of North 29°23'48" East;

Thence southeasterly along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of 15°29'21", for an arc length of 558.25 feet to a point of tangency;

Thence South 45°06'50" East, 294.69 feet parallel with and 75.00 northeasterly of the line connecting the northwest corner and the southeast corner of said Section 33, this point being the point curvature on a tangent curve concave to the North;

Thence easterly along the arc of said curve to the left, having a radius of 296.00 feet, through a central angle of 90°00'00", for an arc length of 464.96 feet to a point of tangency;

Thence North 44°53'10" East, 501.31 feet to a point of curvature on a tangent curve concave to the northwest;

Thence northeasterly along the arc of said curve to the left, having a radius of 3315.00 feet, through a central angle of 45°16'45", for an arc length of 2619.74 feet to a point of tangency;

Thence North 0°23'35" West, 661.28 feet parallel with and 150.00 feet westerly from the East line of the northeast quarter of said Section 33 to the North line of the said northeast quarter,

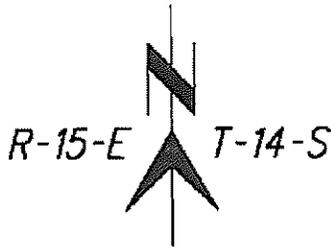
Thence North 89°10'57" East, 150.00 feet along said North line to the northeast quarter of said Section 33 and the Point of Beginning.

The basis of bearing for the above parcel is the East line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°23'35" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



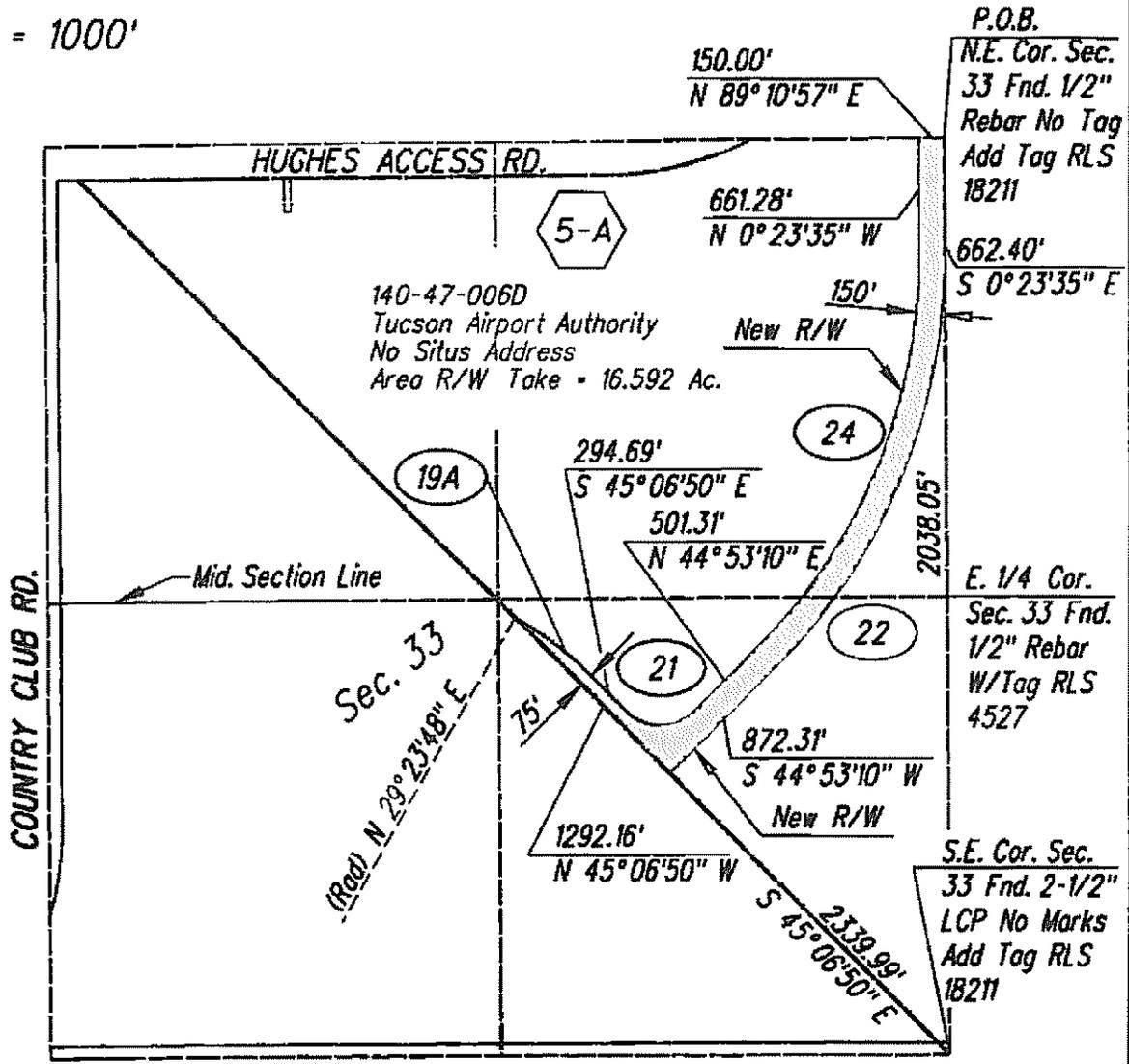
EXPIRES 3/31/2014

EXHIBIT A-1



1" = 1000'

19A	21	22	24
$\Delta$ - 15° 29' 21"	$\Delta$ - 90° 00' 00"	$\Delta$ - 45° 16' 45"	$\Delta$ - 45° 16' 45"
R- 2065.00'	R- 296.00'	R- 3465.00'	R- 3315.00'
L- 558.25'	L- 464.96'	L- 2738.28'	L- 2619.74'



**HDR**

DEPICTION OF EXHIBIT A  
HUGHES ACCESS ROAD  
NOGALAS HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
5-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	AY	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



ONE COMPANY Many Solutions

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 3-A**

A portion of the North half of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 32, said point being a found 2 ¼ steel capped pipe in concrete marked "T15S, 30, 29, 31, 32, R14E";

Thence South 0°13'54" East, 2493.90 feet along the west line of the northwest quarter of said Section 32, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 176.87 feet at the West quarter corner of said Section 32, said point being on a non-tangent curve concave to the North with a local radial bearing of South 4°12'54" West;

Thence easterly along the arc of said curve to the left, having a radius of 1915.00 feet, through a central angle of 4°51'17", for an arc length of 162.26 feet to a point of tangency;

Thence North 89°21'37" East, 1860.31 feet parallel with and 170.00 feet northerly of the East - West mid-section line of said Section 32 to the Point of Beginning;

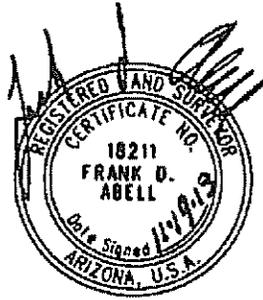
Thence continuing North 89°21'37" East, 60.04 feet;

Thence North 01°33'55" East, 150.11 feet;

Thence South 89°21'37" West, 60.04 feet;

Thence South 01°33'55" West, 150.11 feet to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°13'54" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014





DRILL COMPANY, INC.

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 3-A**

A portion of the North half of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 32, said point being a found 2 ¼ steel capped pipe in concrete marked "T15S, 30, 29, 31, 32, R14E";

Thence South 0°13'54" East, 2493.90 feet along the west line of the northwest quarter of said Section 32, from this point a found 1 1/2" aluminum cap marked "1/4 31/32" bears South 0°13'54" East, 176.87 feet at the West quarter corner of said Section 32, said point being on a non-tangent curve concave to the North with a local radial bearing of South 4°12'54" West;

Thence easterly along the arc of said curve to the left, having a radius of 1915.00 feet, through a central angle of 4°51'17", for an arc length of 162.26 feet to a point of tangency;

Thence North 89°21'37" East, 3124.99 feet parallel with and 170.00 feet northerly of the East – West mid-section line of said Section 32 to the Point of Beginning;

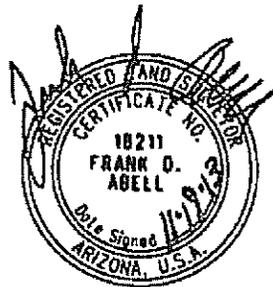
Thence continuing North 89°21'37" East, 60.03 feet;

Thence North 01°06'46" East, 150.07 feet;

Thence South 89°21'37" West, 60.03 feet;

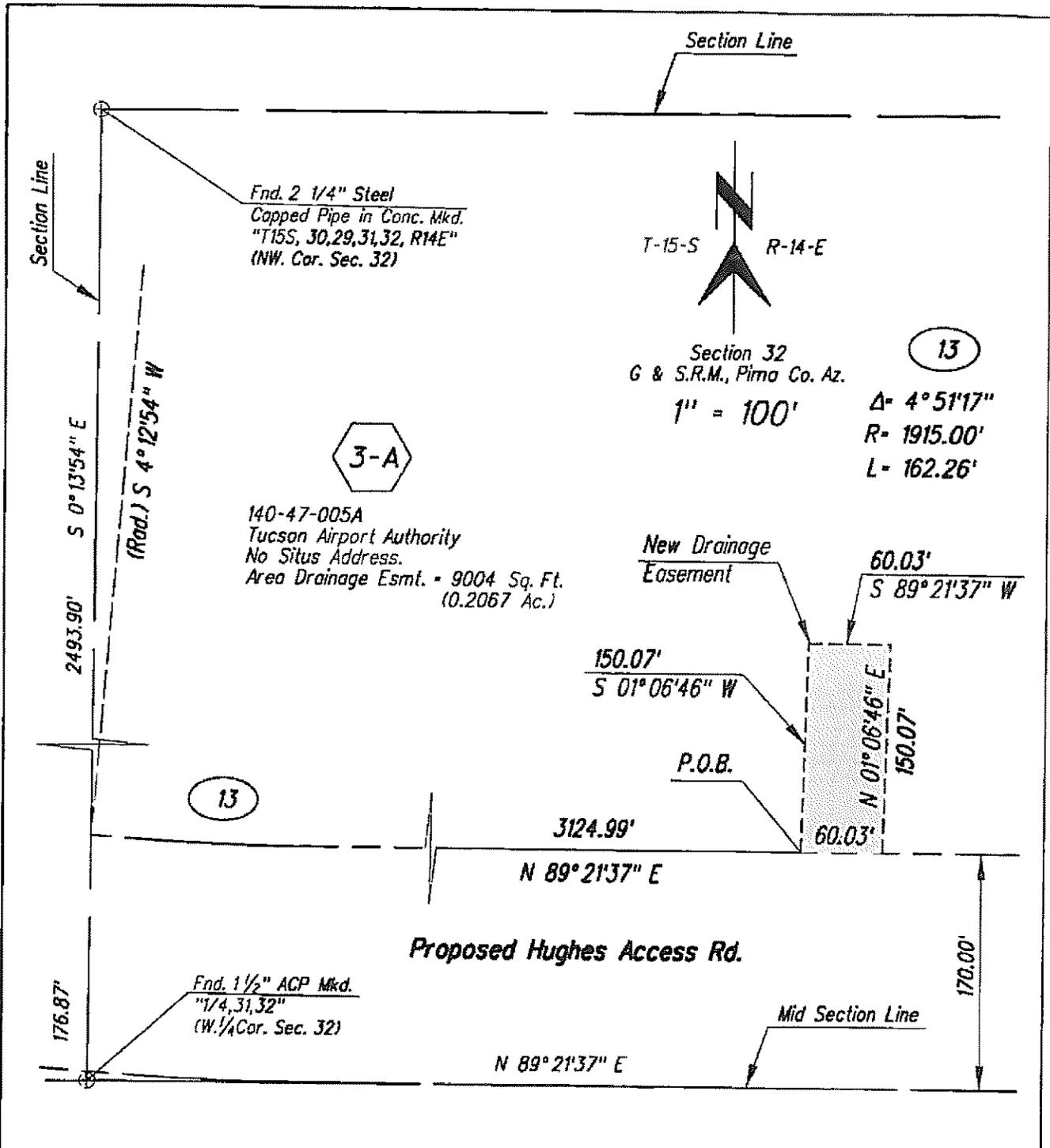
Thence South 01°06'46" West, 150.07 feet to the Point of Beginning.

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 32, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°13'54" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



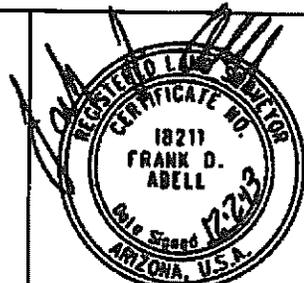
EXPIRES 3/31/2014

EXHIBIT B-1



**HDR**

DEPICTION OF EXHIBIT B  
 HUGHES ACCESS ROAD  
 NOGALES HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 3-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



ONE COMPANY Many Solutions

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 4-A**

A portion of the northwest quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 33, said point being a found  $\frac{1}{2}$ " rebar with no tag, affixed a tag with "RLS 18211";

Thence South  $0^{\circ}26'15''$  East, 2516.43 feet along the West line of the northwest quarter of said Section 33, from this point a found  $\frac{5}{8}$ " rebar with no tag, affixed a tag with "RLS 18211", bears South  $0^{\circ}26'15''$  East, 2856.44 feet at the southwest corner of said Section 33;

Thence North  $89^{\circ}20'21''$  East, 75.00 feet along a line parallel with and 170.00 feet northerly from the West - East mid-section line of said Section 33 to the East right-of-way of Country Club Road according to Pima County Proceedings Number 1309, Road Map Book 14, Page 86 and Docket 4314 at Page 223 at the Pima County Recorders Office;

Thence continuing North  $89^{\circ}20'21''$  East, 1641.78 feet along said parallel line to a point of curvature on a tangent curve concave to the southwest;

Thence southeasterly along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of  $04^{\circ}41'53''$ , for an arc length of 169.32 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of  $01^{\circ}40'01''$ , for an arc length of 60.08 feet to a point of non-tangency;

Thence North  $01^{\circ}55'21''$  East, 151.93 feet;

Thence North  $88^{\circ}04'39''$  West, 60.00 feet;

Thence South  $01^{\circ}55'21''$  West, 148.84 feet to the Point of Beginning.

HDR Engineering, Inc.

5210 E. Williams Circle  
Suite 530  
Tucson, AZ 85711-4459

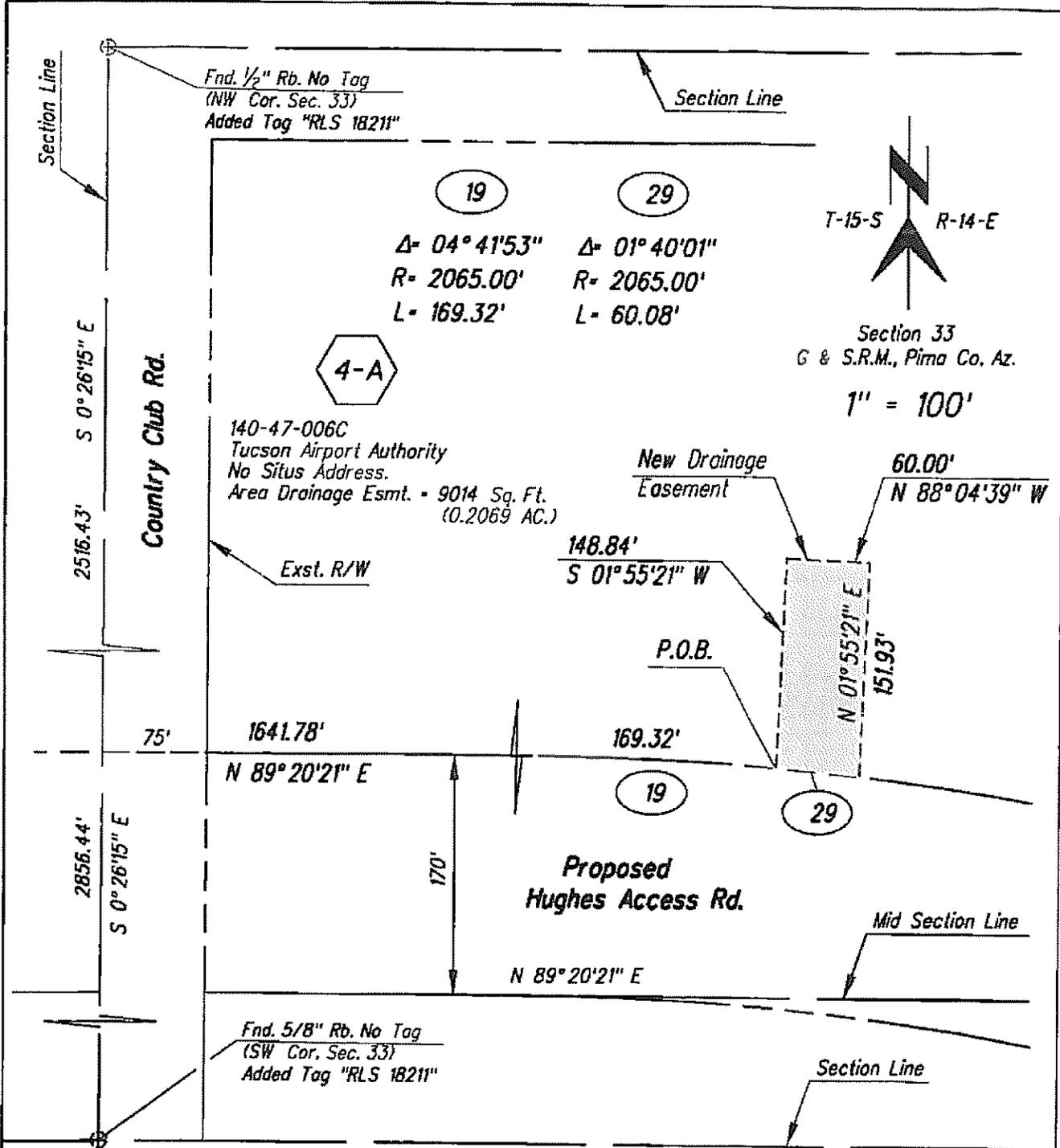
Phone (520) 584-3600  
Fax (520) 584-3624  
www.hdrinc.com

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°26'15" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



DEPICTION OF EXHIBIT B  
 HUGHES ACCESS ROAD  
 NOGALES HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 4-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



ONE COMPANY *Many Solutions*

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 4-A**

A portion of the northwest quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 33, said point being a found ½" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 0°26'15" East, 2516.43 feet along the West line of the northwest quarter of said Section 33, from this point a found 5/8" rebar with no tag, affixed a tag with "RLS 18211", bears South 0°26'15" East, 2856.44 feet at the southwest corner of said Section 33;

Thence North 89°20'21" East, 75.00 feet along a line parallel with and 170.00 feet northerly from the West - East mid-section line of said Section 33 to the East right-of-way of Country Club Road according to Pima County Proceedings Number 1309, Road Map Book 14, Page 86 and Docket 4314 at Page 223 at the Pima County Recorders Office;

Thence continuing North 89°20'21" East, 1641.78 feet along said parallel line to a point of curvature on a tangent curve concave to the southwest;

Thence southeasterly along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of 18°31'23", for an arc length of 667.59 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right, having a radius of 2065.00 feet, through a central angle of 02°31'42", for an arc length of 91.12 feet to a point of non-tangency;

Thence North 29°41'08" West, 250.30 feet;

Thence South 60°18'52" West, 60.00 feet;

Thence South 29°41'08" East, 181.73 feet to the Point of Beginning.

HDR Engineering, Inc.

5210 E. Williams Circle  
Suite 530  
Tucson, AZ 85711-4459

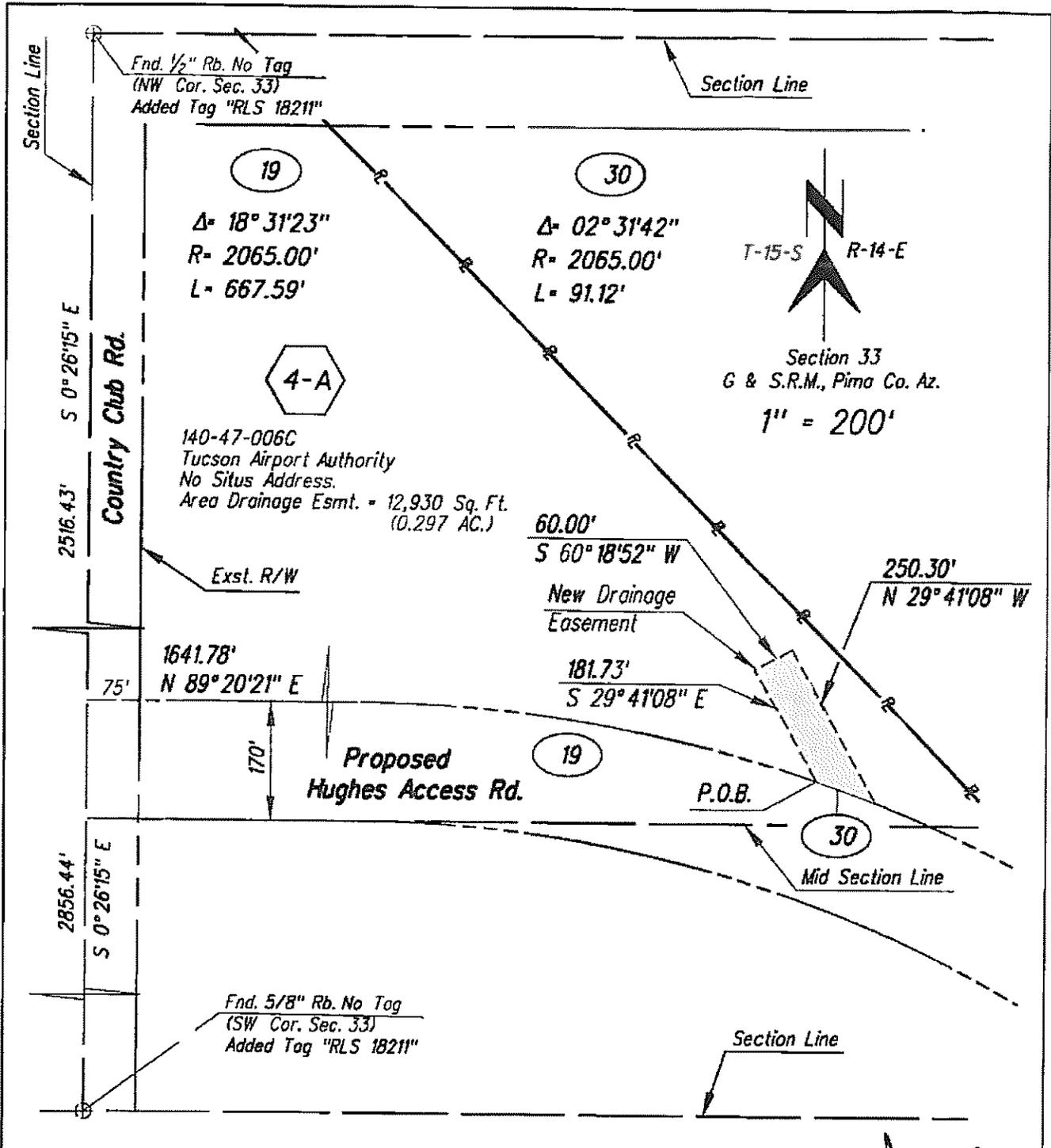
Phone (520) 584-3600  
Fax (520) 584-3624  
www.hdrinc.com

The basis of bearing for the above parcel is the West line of said northwest quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°26'15" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



**HDR**

DEPICTION OF EXHIBIT B  
 HUGHES ACCESS ROAD  
 NOGALES HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 4-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



CONSULTANTS AND ENGINEERS

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the East half of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 89°10'57" West, 150.00 feet along the North line of the northeast quarter of said Section 33 from this point a found 1/2" rebar with no tag, affixed a tag with "RLS 18211" bears South 89°10'57" West, 2504.91 feet at the North quarter corner of said Section 33;

Thence South 0°23'35" East 662.40 feet to a point of curvature on a tangent curve concave to the northwest ;

Thence southerly along the arc of said curve to the right, having a radius of 3315.00 feet, through a central angle of 31°03'44", for an arc length of 1797.19 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right having a radius of 3315.00 feet, through a central angle of 01°43'54", for an arc length of 100.19 feet to a point of non-tangency;

Thence North 61°58'38" West 347.45 feet;

Thence South 22°13'25" East 411.87 feet to a point on a non-tangent curve concave to the northwest having a local radial bearing of South 53°00'52" East;

Thence along the arc of said curve to the right having a radius of 3315.00 feet, through a central angle of 01°59'30", for a length of 115.24 feet to a point of non-tangency;

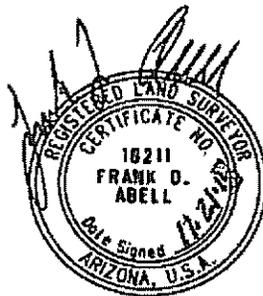
Thence North 22°13'25" West 769.30 feet;

Thence North 67°46'35" East 100.00 feet;

Thence South 22°13'25" East 143.79 feet;

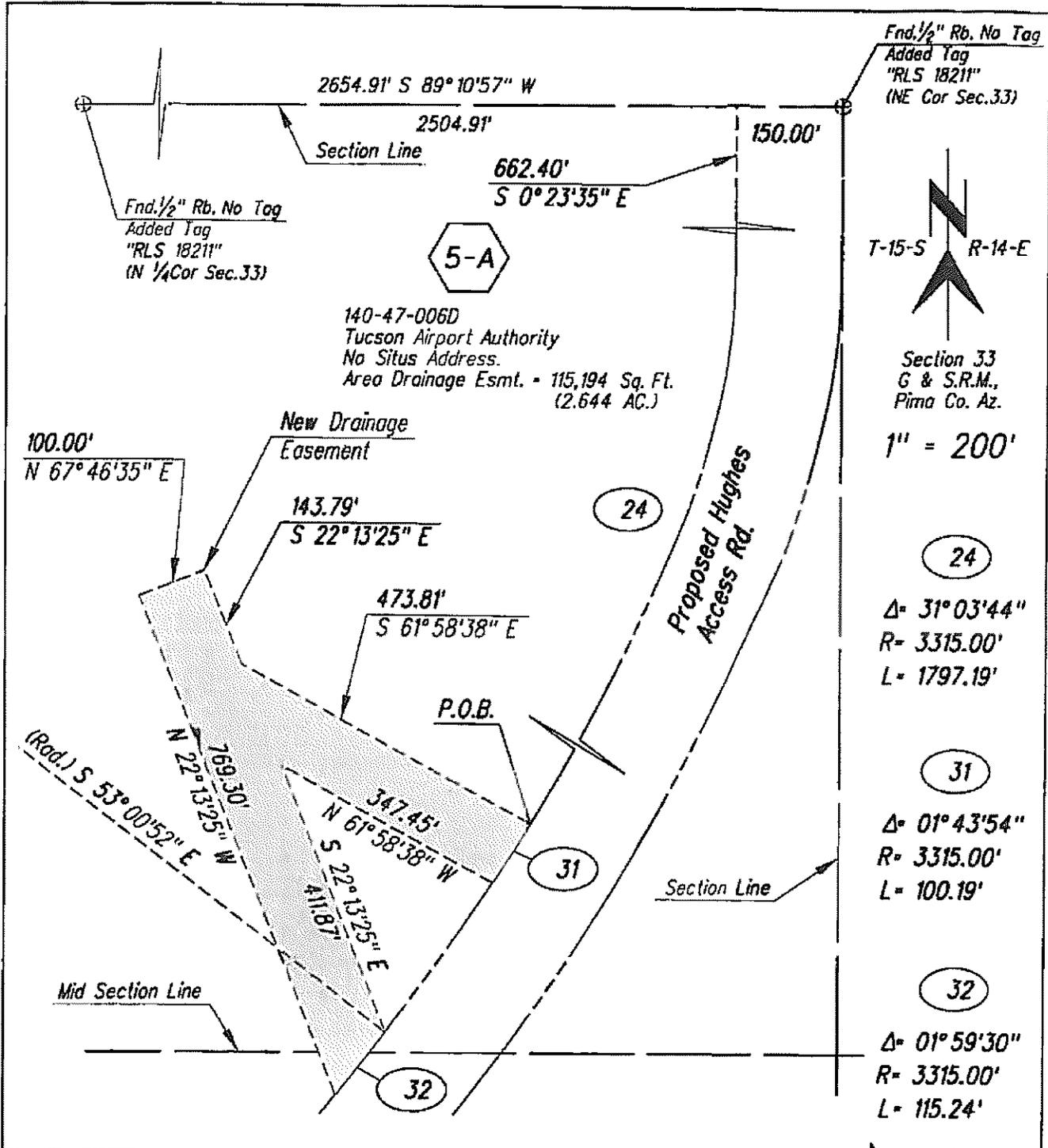
Thence South 61°58'38" East 473.81 feet to the Point of Beginning.

The basis of bearing for the above parcel is the North line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South 89°10'57" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



DEPICTION OF EXHIBIT B  
HUGHES ACCESS ROAD  
NOGALES HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
5-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 89°10'57" West, 150.00 feet along the North line of the northeast quarter of said Section 33 from this point a found 1/2" rebar with no tag, affixed a tag with "RLS 18211" bears South 89°10'57" West, 2504.91 feet at the North quarter corner of said Section 33;

Thence South 0°23'35" East 662.40 feet to a point of curvature on a tangent curve concave to the northwest ;

Thence southerly along the arc of said curve to the right, having a radius of 3315.00 feet, through a central angle of 24°19'55", for an arc length of 1407.79 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right having a radius of 3315.00 feet, through a central angle of 01°23'07", for an arc length of 80.14 feet to a point of non-tangency;

Thence North 61°57'56" West 192.41 feet;

Thence North 28°02'04" East 80.00 feet;

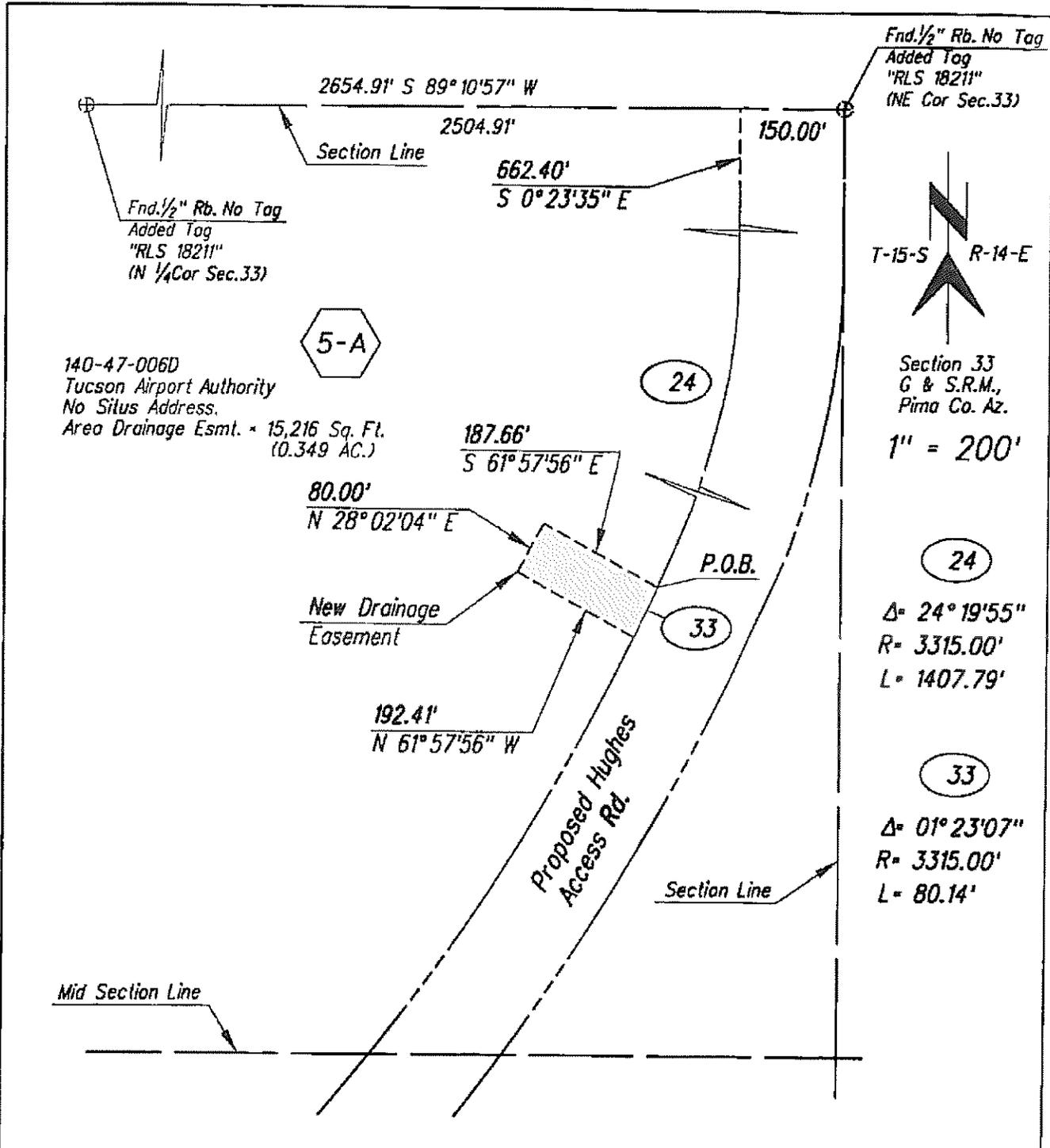
Thence South 61°57'56" East 187.66' feet to the Point of Beginning.

The basis of bearing for the above parcel is the North line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South 89°10'57" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



**HDR**

DEPICTION OF EXHIBIT B  
HUGHES ACCESS ROAD  
NOGALES HIGHWAY TO  
ALVERNON WAY  
W.O. 4HARDR  
PARCEL MAP NO.  
5-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



ONE COMPANY ONE SOLUTION

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 89°10'57" West, 150.00 feet along the North line of the northeast quarter of said Section 33 from this point a found 1/2" rebar with no tag, affixed a tag with "RLS 18211" bears South 89°10'57" West, 2504.91 feet at the North quarter corner of said Section 33;

Thence South 0°23'35" East 662.40 feet to a point of curvature on a tangent curve concave to the northwest ;

Thence southerly along the arc of said curve to the right, having a radius of 3315.00 feet, through a central angle of 13°11'20", for an arc length of 763.07 feet to the Point of Beginning;

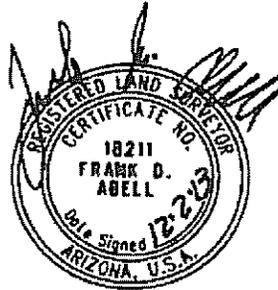
Thence continuing along the arc of said curve to the right having a radius of 3315.00 feet, through a central angle of 01°31'34", for an arc length of 88.30 feet to a point of non-tangency;

Thence North 51°24'35" West 214.76 feet;

Thence North 38°35'25" East 80.00 feet;

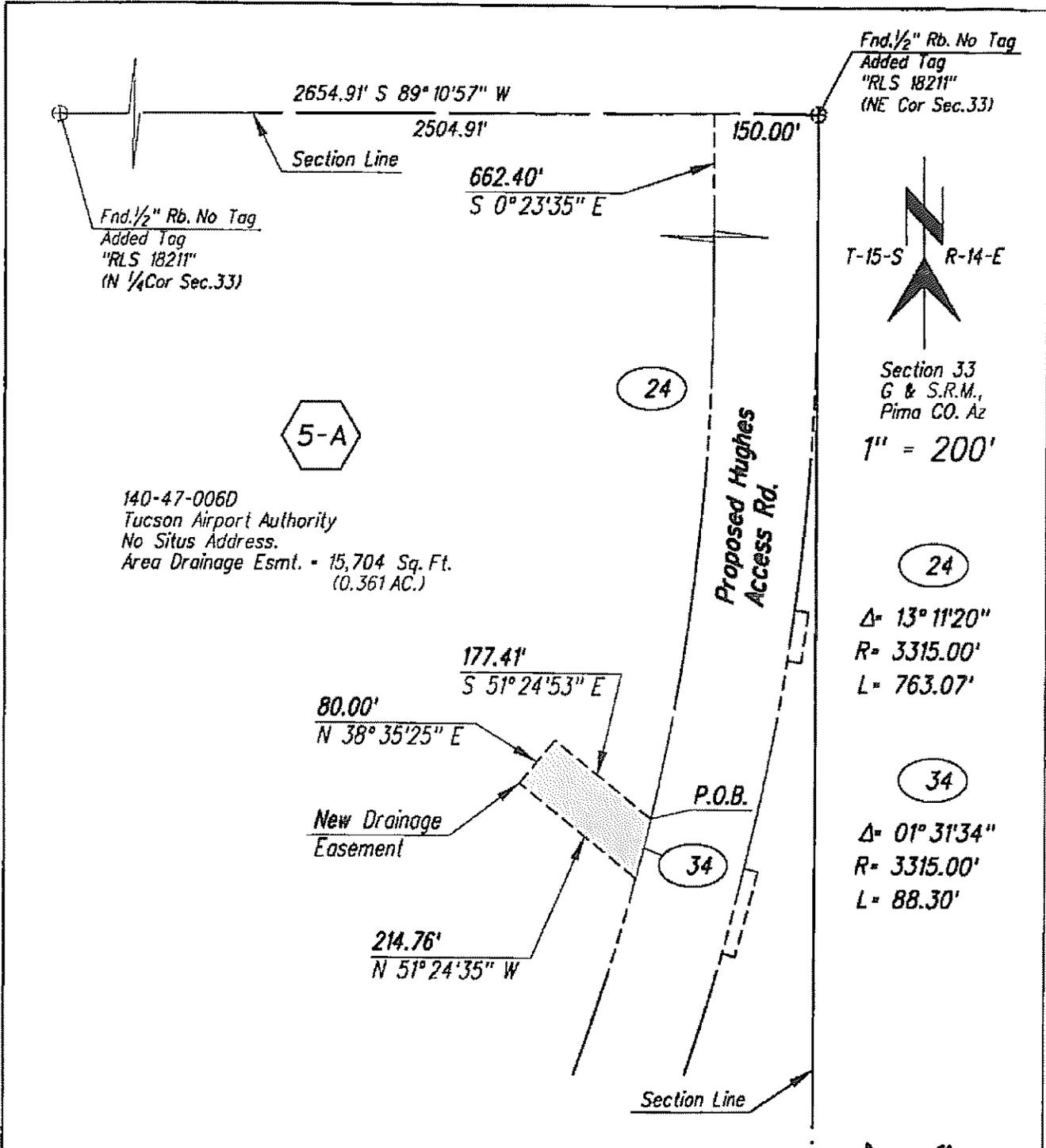
Thence South 51°24'53" East 177.41 feet to the Point of Beginning.

The basis of bearing for the above parcel is the North line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South 89°10'57" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvemon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



140-47-0060  
 Tucson Airport Authority  
 No Situs Address.  
 Area Drainage Esmt. - 15,704 Sq. Ft.  
 (0.361 AC.)



DEPICTION OF EXHIBIT B  
 HUGHES ACCESS ROAD  
 NOGALES HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 5-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 89°10'57" West, 150.00 feet along the North line of the northeast quarter of said Section 33 from this point a found 1/2" rebar with no tag, affixed a tag with "RLS 18211" bears South 89°10'57" West, 2504.91 feet at the North quarter corner of said Section 33;

Thence South 0°23'35" East 662.40 feet to a point of curvature on a tangent curve concave to the northwest;

Thence southerly along the arc of said curve to the right, having a radius of 3315.00 feet, through a central angle of 08°17'41", for an arc length of 479.92 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right having a radius of 3315.00 feet, through a central angle of 01°34'35", for an arc length of 91.21 feet to a point of non-tangency;

Thence South 69°59'09" West 179.98 feet;

Thence North 20°00'51" West 80.00 feet;

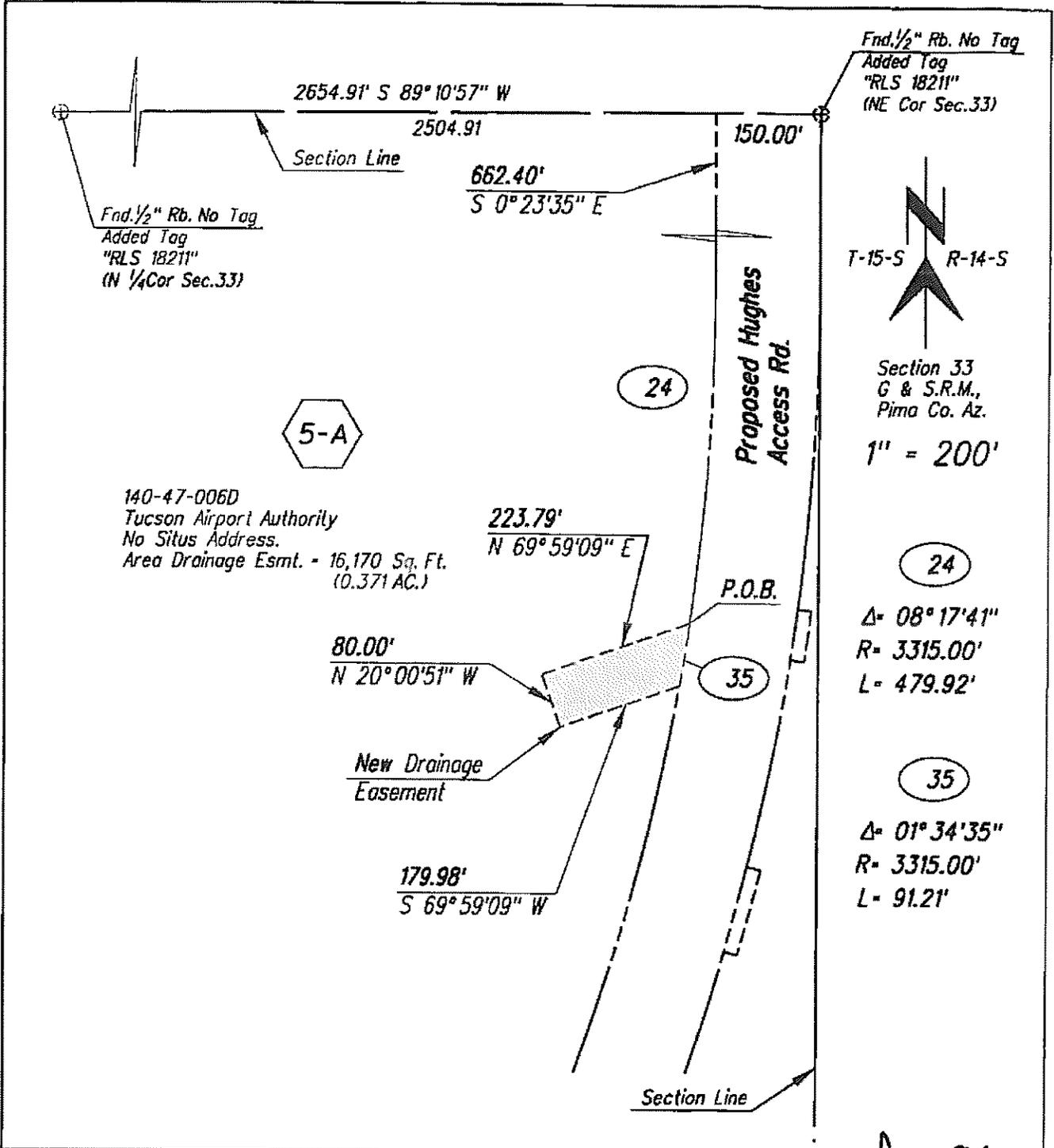
Thence North 69°59'09" East 223.79 feet to the Point of Beginning.

The basis of bearing for the above parcel is the North line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South 89°10'57" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



**HDR**

DEPICTION OF EXHIBIT B  
 HUGHES ACCESS ROAD  
 NOGALES HIGHWAY TO  
 ALVERNON WAY  
 W.O. 4HARDR  
 PARCEL MAP NO.  
 5-A



		DATE
DESIGNED	FDA	11-1-13
DRAWN	JTS	11-1-13
CHECKED	FDA	11-1-13
PROJ. ENGR.	TLB	11-1-13



ONE COMPANY. Many Applications.

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found ½" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 89°10'57" West, 150.00 feet along the North line of the northeast quarter of said Section 33 from this point a found 1/2" rebar with no tag, affixed a tag with "RLS 18211" bears South 89°10'57" West, 2504.91 feet at the North quarter corner of said Section 33;

Thence South 0°23'35" East 296.85 feet to the Point of Beginning;

Thence continuing South 00°23'35" East 60.00 feet;

Thence South 89°36'25" West 170.00 feet;

Thence North 0°23'35" West 60.00 feet;

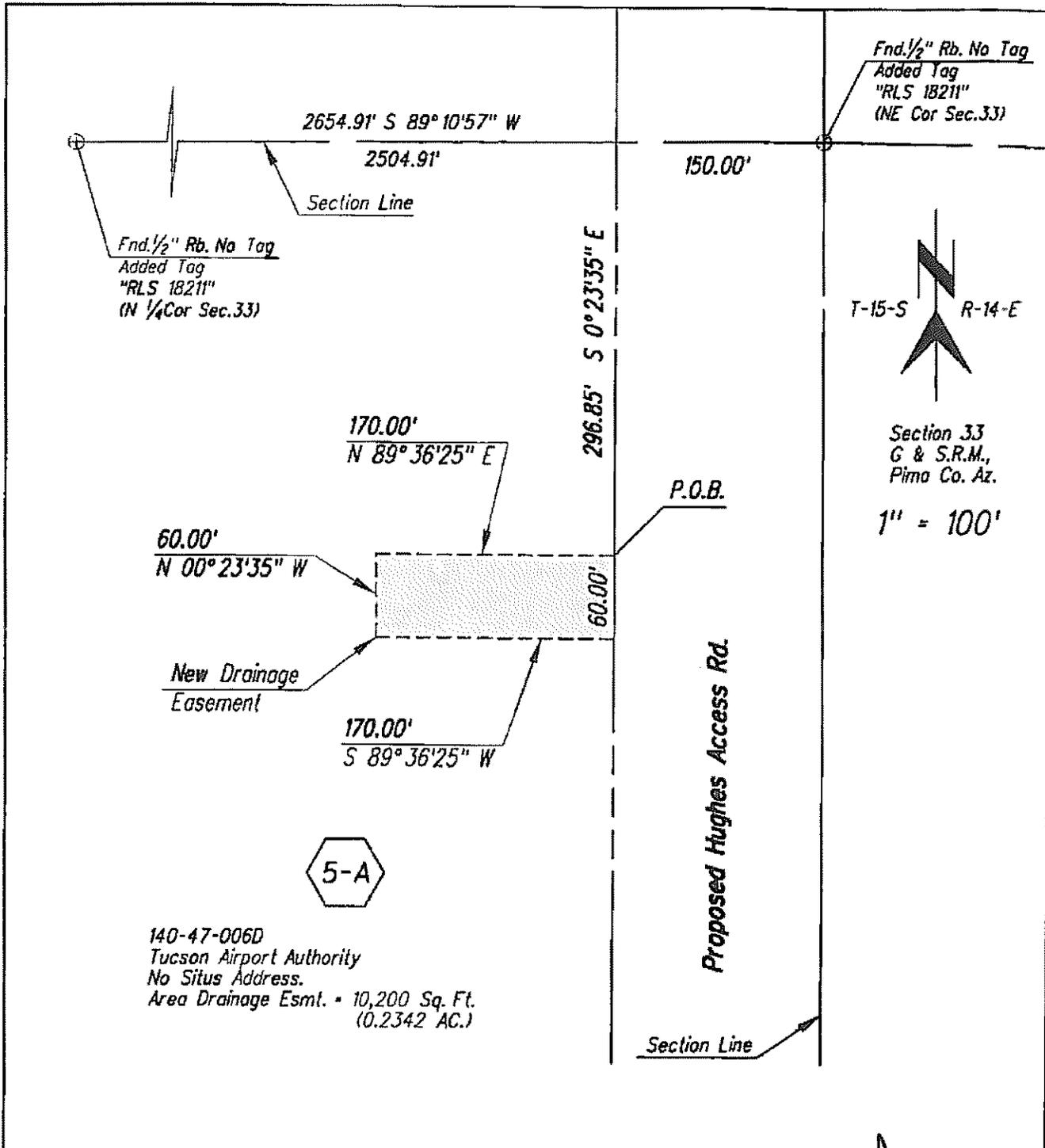
Thence North 89°36'25" East 170.00 feet to the Point of Beginning.

The basis of bearing for the above parcel is the North line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being South 89°10'57" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.

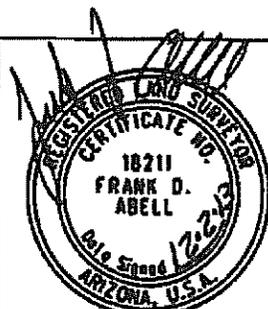


EXPIRES 3/31/2014

EXHIBIT B-1



DEPICTION OF EXHIBIT B  
HUGHES ACCESS ROAD  
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ALVERNON WAY  
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ENGINEERING COMPANY

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found ½" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 0°23'35" East 662.40 feet along the East line of said northeast quarter to a point of curvature on a tangent curve concave to the northwest, from this point a found 1/2" rebar tagged "LS 4527" bears South 0°23'35" East, 2038.05 feet at the East quarter corner of said Section 33;

Thence southerly along the arc of said curve to the right, having a radius of 3465.00 feet, through a central angle of 07°33'51", for an arc length of 457.46 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right having a radius of 3465.00 feet, through a central angle of 01°12'46", for an arc length of 73.34 feet to a point of non-tangency;

Thence South 81°36'57" East 20.00 feet along a radial line to a point of curvature on a non-tangent curve concave to the northwest;

Thence northerly along the arc of said curve to the left, having a radius of 3485.00 feet, through a central angle of 01°12'46", for an arc length of 73.77 feet to a point of non-tangency;

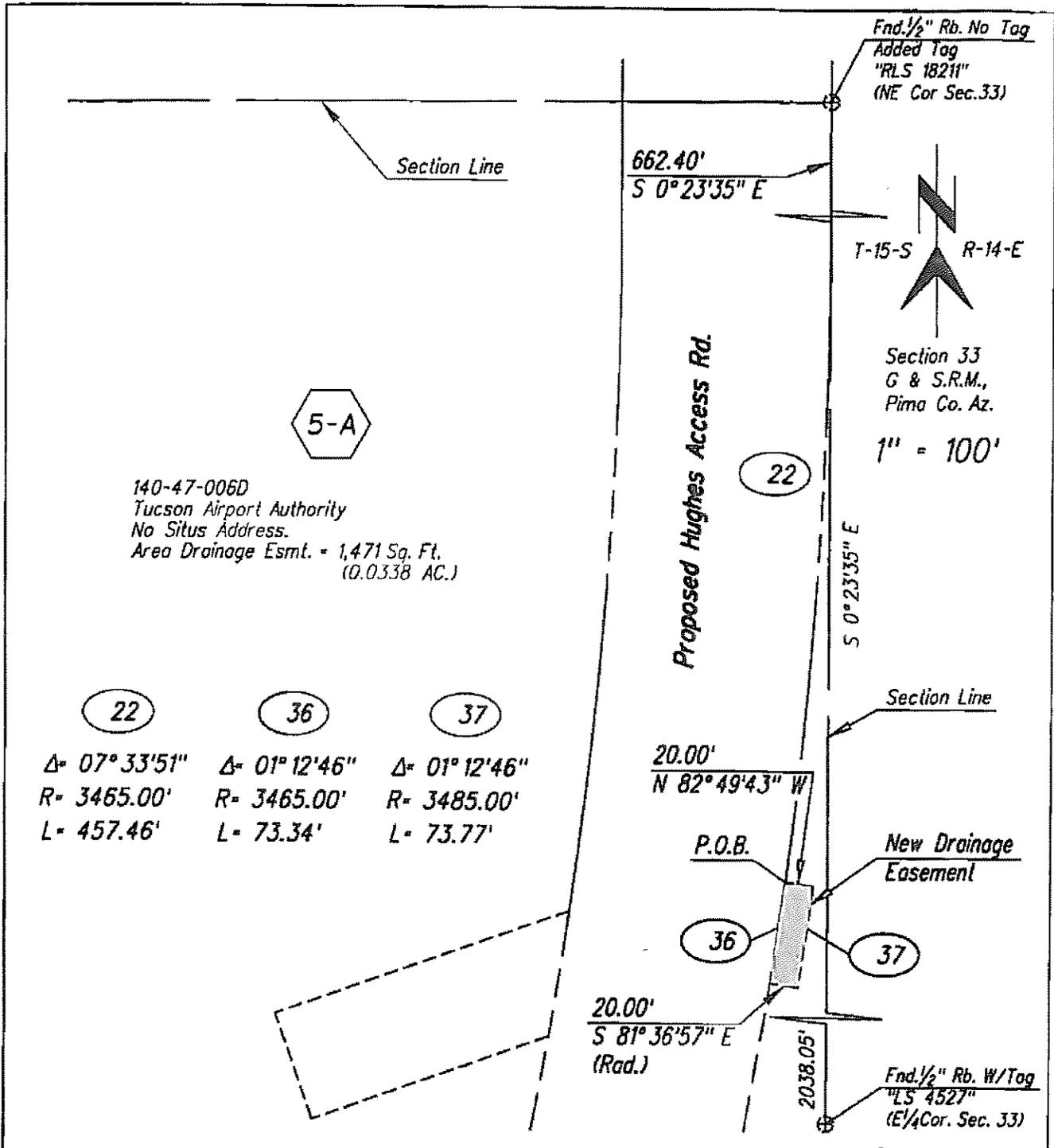
Thence North 82°49'43" West 20.00 feet along a radial line to the Point of Beginning.

The basis of bearing for the above parcel is the East line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°23'35" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 3/31/2014

EXHIBIT B-1



140-47-006D  
Tucson Airport Authority  
No Situs Address.  
Area Drainage Esmt. = 1,471 Sq. Ft.  
(0.0338 AC.)

(22)	(36)	(37)
$\Delta = 07^\circ 33' 51''$	$\Delta = 01^\circ 12' 46''$	$\Delta = 01^\circ 12' 46''$
R = 3465.00'	R = 3465.00'	R = 3485.00'
L = 457.46'	L = 73.34'	L = 73.77'



DEPICTION OF EXHIBIT B  
HUGHES ACCESS ROAD  
NOGALES HIGHWAY TO  
ALVERNON WAY  
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ENGINEERING COMPANY

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northeast corner of said Section 33, said point being a found 1/2" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 0°23'35" East 662.40 feet along the East line of said northeast quarter to a point of curvature on a tangent curve concave to the northwest, from this point a found 1/2" rebar tagged "LS 4527" bears South 0°23'35" East, 2038.05 feet at the East quarter corner of said Section 33;

Thence southerly along the arc of said curve to the right, having a radius of 3465.00 feet, through a central angle of 13°47'56", for an arc length of 834.50 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right having a radius of 3465.00 feet, through a central angle of 02°05'39", for an arc length of 126.65 feet to a point of non-tangency;

Thence South 74°30'00" East 20.00 feet along a radial line to a point of curvature on a non-tangent curve concave to the West;

Thence northerly along the arc of said curve to the left, having a radius of 3485.00 feet, through a central angle of 02°05'39", for an arc length of 127.38 feet to a point of non-tangency;

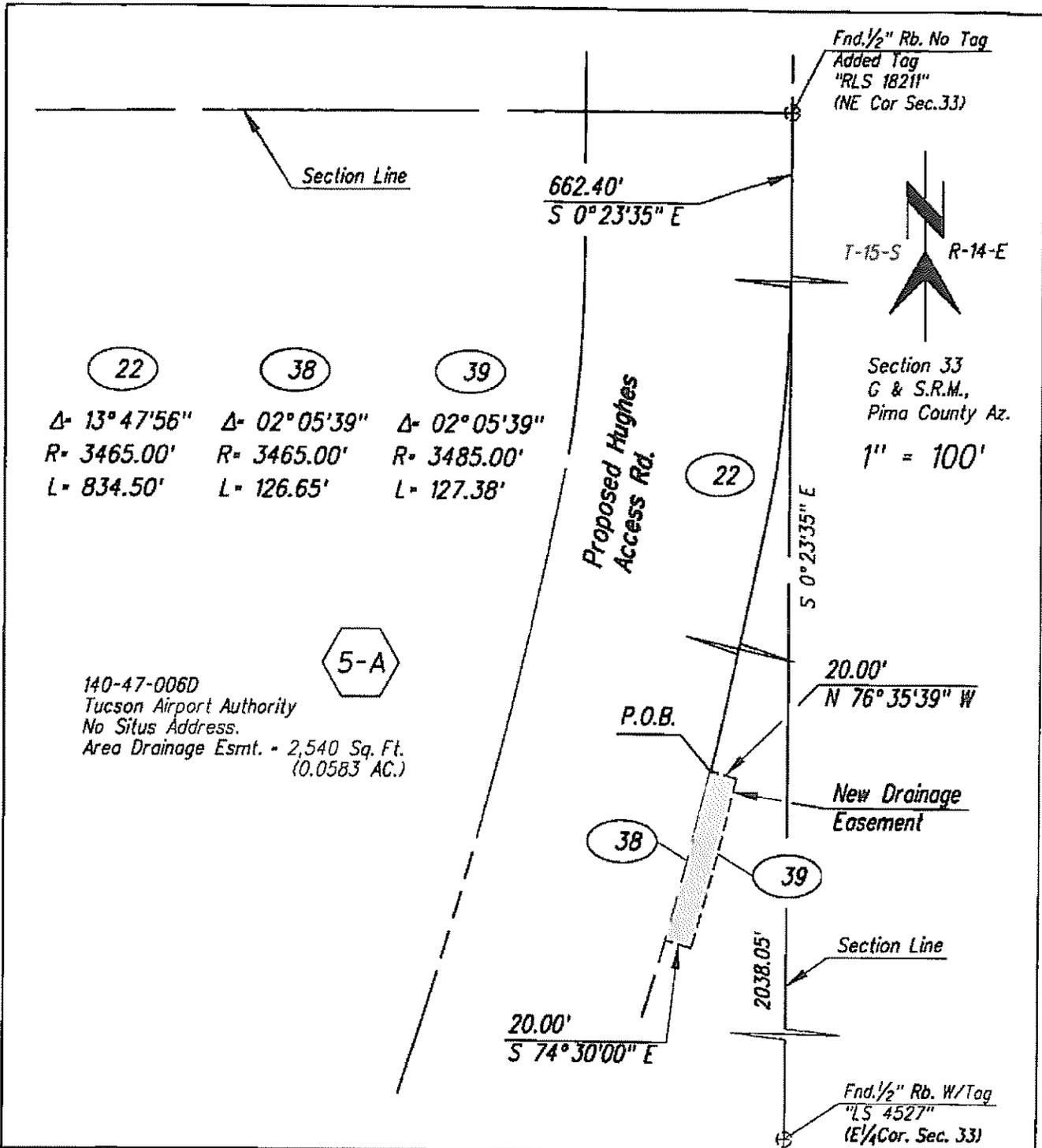
Thence North 76°35'39" West 20.00 feet along a radial line to the Point of Beginning.

The basis of bearing for the above parcel is the East line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°23'35" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



EXPIRES 5/31/2014

EXHIBIT B-1



**HDR**

DEPICTION OF EXHIBIT B  
HUGHES ACCESS ROAD  
NOGALES HIGHWAY TO  
ALVERNON WAY  
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5-A



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PROJ. ENGR.	TLB	11-1-13



DRG COMPANY

**EXHIBIT B  
LEGAL DESCRIPTION  
PUBLIC DRAINAGE EASEMENT  
PARCEL 5-A**

A portion of the East half of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Beginning at the northeast corner of said Section 33, said point being a found ½" rebar with no tag, affixed a tag with "RLS 18211";

Thence South 0°23'35" East 662.40 feet along the East line of the northeast quarter of said Section 33 to a point of curvature on a tangent curve concave to the northwest; from this point a found 1/2" rebar tagged "LS 4527" bears South 0°23'35" East, 2038.05 feet at the East quarter corner of said Section 33;

Thence southwesterly along the arc of said curve to the right, having a radius of 3465.00 feet, through a central angle of 24°19'58", for an arc length of 1471.54 feet to the Point of Beginning;

Thence continuing along the arc of said curve to the right having a radius of 3465.00 feet, through a central angle of 19°11'00", for an arc length of 1160.12 feet to a point of non-tangency;

Thence South 46°52'37" East 40.00 feet along a radial line to a point of curvature on a non-tangent curve concave to the northwest;

Thence northeasterly along the arc of said curve to the left, having a radius of 3505.00 feet, through a central angle of 19°11'00", for an arc length of 1173.51 feet to a point of non-tangency;

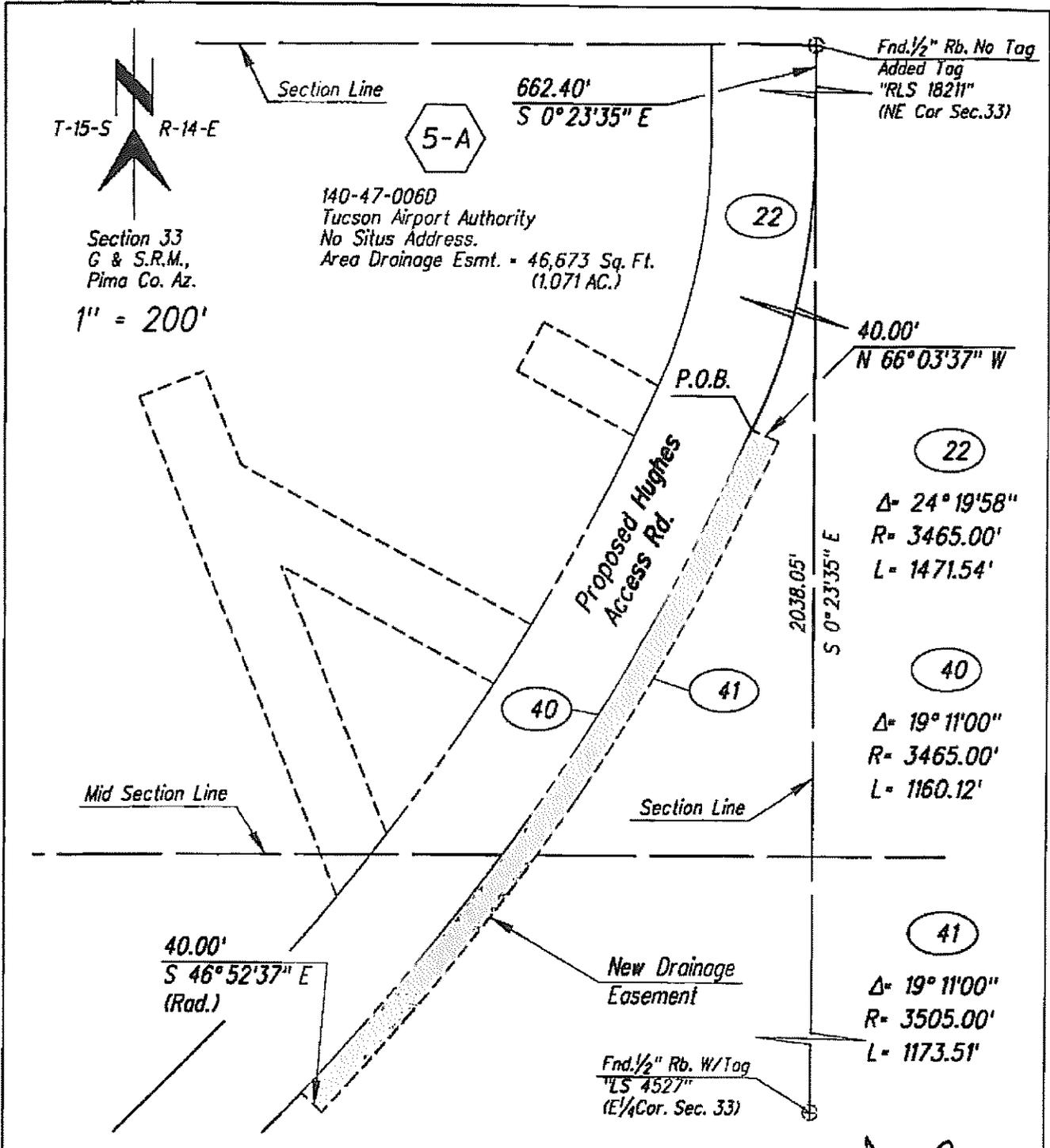
Thence North 66°03'37" West 40.00 feet along a radial line to the Point of Beginning.

The basis of bearing for the above parcel is the East line of said northeast quarter of Section 33, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°23'35" West according to the Pima County Department of Transportation construction and right-of-way plans entitled Hughes Access Road, Nogales Highway to Alvernon Way, W.O. # 4HARDR, on file in the offices of the Pima County Engineer, Pima County, Arizona. This bearing is derived from the Arizona State Plane Coordinate System Grid, Central Zone, North American Datum of 1983.



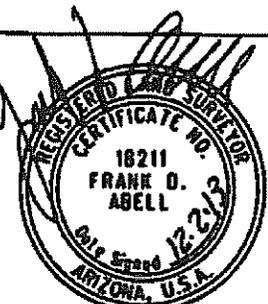
EXPIRES 3/31/2014

EXHIBIT B-1



**HDR**

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EXHIBIT C



**PUBLIC WORKS ADMINISTRATION – REAL PROPERTY**

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When Recorded, Please Return to:

Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

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Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

**Special Warranty Deed**

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, TUCSON AIRPORT AUTHORITY, INC., the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** attached hereto.

Subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal. Further subject to the Declaration of Covenants, Conditions, Restrictions and Easements attached hereto as **Exhibit B**.

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

\_\_\_\_\_  
TUCSON AIRPORT AUTHORITY, INC., Grantor

\_\_\_\_\_  
Date

STATE OF ARIZONA        )  
                                  ) ss.  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

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

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

**EXHIBIT A**

**Legal Description of Property to be Conveyed**

## EXHIBIT B

### Declaration of Covenants, Conditions, Restrictions and Easements

1. The covenants, conditions, restrictions, and easements contained herein are imposed for the purpose of ensuring that the Property shall not be used for any purpose, and shall remain free and clear of any structure, tree or other object, that is or would constitute an obstruction or hazard to the flight of aircraft in landing or taking off at Tucson International Airport ("TIA"), and to retain, for the use and benefit of the public, an easement for the right of flight for the passage of aircraft in the airspace above the Property, together with the right to cause in said airspace such noise, fumes, smoke, vapor and emissions as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on TIA.
2. No structure, tree, growth of natural objects or other obstruction of height exceeding two thousand seven hundred ninety feet above mean sea level (2790' msl) shall be erected or maintained on the property.
3. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, must be submitted and an FAA determination received prior to the construction of any improvements or structures on the Property.
4. The City of Tucson, the Tucson Airport Authority, and their successors and assigns who own or operate TIA, shall have an easement over and across the Property to do the following, all at the expense of the owner of the Property:
  - a. Cut to a height of 2790' msl any trees, bushes, shrubs, or any natural growth or undergrowth on the Property extending above, or which in the future could extend above, the elevation of 2790' msl.
  - b. Remove, raze or destroy those portions of buildings, other structures and land existing on all or a part of the Property, the height of which is above the elevation of 2790' msl, together with the right to prohibit the future

erection of buildings or other structures on the Property which would infringe upon or extend into said elevation.

5. The Property shall not be put to any of the following uses:
  - a. Any use that could interfere with the landing, taking off or maneuvering of aircraft at TIA, including any use that could make it difficult for fliers in the vicinity of TIA to distinguish between airport lights, markers or other navigational aids in the vicinity of TIA and other lights and markers in the area or that would result in glare, impaired visibility in the vicinity of TIA.
  - b. Any use that could create unreasonable interference with radio communications between TIA (or communication facilities in the vicinity thereof) and aircraft.
  - c. Any use that could cause unreasonable interference with navigational aids or devices used by the airport or by aircraft commonly using TIA.
  - d. Any use (including any business, structure, natural growth or occupation) that by its very nature is inherently dangerous or hazardous to aircraft or persons using TIA or flying in the vicinity thereof.
  - e. Any other use or uses that could be detrimental, hazardous or injurious to the safety of aircraft using TIA or maneuvering in the vicinity thereof or to the health, safety, or general welfare of airport personnel and other persons using TIA.
  - f. Any use that would conflict with applicable federal, state or local land use regulations.
6. The covenants, conditions, restrictions, and easements contained herein shall run with the land and bind each person having an interest therein, and shall be enforceable by the Tucson Airport Authority, or any successor entity operating TIA, and by the City of Tucson.



## EXHIBIT E

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for 2013.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. Reservations, exceptions, easements or rights in Patents from State of Arizona recorded in Docket 9350, page 898; in Docket 9999, page 1398; and in Docket 11820, page 2443.
5. Terms and conditions of Right of Way Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 2682, page 246.
6. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 2682, page 323.
7. Terms and conditions of Right of Way Easement for electric transmission lines or systems and natural gas, and rights incident thereto, as set forth in instrument recorded in Docket 2700, page 72.
8. Terms and conditions of Right of Way Easement for natural gas, and rights incident thereto, as set forth in instrument recorded in Docket 2704, page 384.
9. Terms and conditions of Right of Way Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 4129, page 379.
10. Terms and conditions of Right of Way Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 4484, page 175.
11. Unrecorded Leases (mineral products, material and property leases) by and between :  
Lessor: State Land Department of the State of Arizona  
Lessee: New Pueblo Constructors, Inc. Collateral Assignment to USA acting thru Small Business Administration; As disclosed by Instrument recorded in Docket 5963, page 1218.
12. Terms and conditions of Right of Way Easement for overhead distribution power lines, and rights incident thereto, as set forth in instrument recorded in Docket 6278, page 696.

EXHIBIT E (CONTINUED)

13. Terms and conditions of Right of Way Easement for underground electric, and rights incident thereto, as set forth in instrument recorded in Docket 6345, page 792.
14. Terms and conditions of Right of Way Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 6636, page 458.
15. Terms and conditions of Right of Way Easement for electric transmission lines or systems and communication facilities, and rights incident thereto, as set forth in instrument recorded in Docket 6827, page 858 and re-recorded in Docket 6855, page 370.
16. Terms and conditions of Right of Way Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 7019, page 1118.
17. Possible unrecorded lease and minerals rights relating to Burmac as disclosed by instrument recorded in Docket 7051, page 1137. (sec 34)
18. Matters disclosed by instrument recorded in Docket 7103, page 755, not limited to the following:
  - a) Special Land Use Permit 25456 requested by R.E. Miller Paving and Construction Inc.;
  - b) Right of Way 83124 to R.E. Miller Paving and Construction Inc.;
  - c) Agreement to Purchase Natural Products No. 83125 in favor of R.E. Miller Paving and Construction;
  - d) Right of Way 18-83124 to R.E. Miller Paving and Construction Inc.
  - e) Groundwater receipt relating to sales no. 92-14 and all Agreements for Special Use Permits relating to Groundwater between the State of Arizona and R.E. Miller Paving and Construction Inc.
  - f) Commercial Lease No. 03-86148 Additional leases and matters as disclosed therein.
19. Terms and conditions of Right of Way Easement stated therein, and rights incident thereto, as set forth in instrument recorded in Docket 8091, page 1837.
20. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 9863, page 1984.