

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award C Contract C Grant

Requested Board Meeting Date: March 1, 2022

* = Mandatory, information must be provided

or Procurement Director Award:

*Contractor/Vendor Name/Grantor (DBA):

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

*Project Title/Description:

Exchange Agreement: Sunset: I-10 to River Road (4SRRIV) - Acq-980

*Purpose:

Pima County will will acquire from District the property rights to the land necessary to construct a portion of the road improvement project known as Sunset: I-10 to River Road. In exchange, District will acquire title to undeveloped Pima County property impacted by stormwater.

*Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

*Program Goals/Predicted Outcomes:

Property rights will be acquired by Pima County to construct road improvements and District will acquire property impacted by stormwater.

*Public Benefit:

Roadway and bridge improvements to connect Sunset Road from I-10 to River Road.

*Metrics Available to Measure Performance:

Pima County will acquire approximately 8.86 acres of land in fee for the road improvements and approximately 1.489 acres by easement for the Rillito River bridge while the District will acquire approximately 180 acres of undeveloped property impacted by stormwater. The real property interests being exchanged have been appraised and determined to be of equivalent value. The County will pay up to \$8,000.00 in closing costs by payment request (PR) to the Title Company.

*Retroactive:

No

02-16 '22 AM08:27

March Mar	S) BELOW MUST BE COMPLETED indicate "N/A". Make sure to complete mandatory (*) fields
Contract / Award Information	
Document Type: CTN Department Code: RPS	Contract Number (i.e., 15-123): <u>22*0111</u>
Commencement Date: <u>3/1/2022</u> Termination Date: <u>2/28/2</u>	2023 Prior Contract Number (Synergen/CMS):
Expense Amount <u>\$</u> *	Revenue Amount: \$
*Funding Source(s) required:	
Funding from General Fund? C Yes C No If Yes \$	%
Contract is fully or partially funded with Federal Funds? CYes	No
If Yes, is the Contract to a vendor or subrecipient?	
Were insurance or indemnity clauses modified? Yes If Yes, attach Risk's approval.	No
Vendor is using a Social Security Number? Yes If Yes, attach the required form per Administrative Procedure 22-10.	G No
Amendment / Revised Award Information	
Document Type: Department Code:	Contract Number (i.e., 15-123):
Amendment No.:	AMS Version No.:
Commencement Date:	New Termination Date:
	Prior Contract No. (Synergen/CMS):
C Expense C Revenue C Increase C Decrease	
Is there revenue included? CYes CNo If Yes \$	Amount This Amendment: \$
*Funding Source(s) required:	
Funding from General Fund? CYes CNo If Yes \$	
Grant/Amendment Information (for grants acceptance and award	ds) C Award C Amendment
Document Type: Department Code:	Grant Number (i.e., 15-123):
Commencement Date: Termination Date	: Amendment Number:
Match Amount: \$	Revenue Amount: \$
*All Funding Source(s) required:	
Match funding from General Fund? ^() Yes (*) No If Yes	\$%
*Match funding from other sources? ^{C Yes} C No If Yes *Funding Source:	\$%
*If Federal funds are received, is funding coming directly from th	e Federal government or passed through other organization(s)?
Contact: Jim Rossi	
Department: Real Property Services	Telephone: <u>520-724-6318</u>
epartment Director Signature:	Date: 2/14/2022
Peputy County Administrator Signature:	Date: 7,15/2022
ounty Administrator Signature:	Date: ZIS WIT

.



ADV Contract Number: CTN-RPS-22*0111

EXCHANGE AGREEMENT

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

1.1. <u>County</u>: Pima County, a political subdivision of the State of Arizona

1.2. <u>District</u>: Pima County Flood Control District, a political taxing authority of the State of Arizona

1.3. <u>County's Maximum Costs</u>: the sum of (i) County's share of Closing Costs, and (ii) County's share of Prorations, which combined shall not exceed <u>Eight Thousand</u> Dollars (\$8,000.00)

1.4. <u>Title Company</u>: Pioneer Title Agency, Inc.

1.5. Escrow Agent: Jeanette Cary

1

1.6. <u>Effective Date</u>: the date District and County have approved and accepted this Agreement by affixing their signatures.

1.7. <u>District Property</u>: the property legally described on **Exhibit A** and depicted on **Exhibit A-1**

1.8. <u>County Property</u>: the property legally described on **Exhibit B** and depicted on **Exhibit B-1**

1.9. <u>District Bridge Easement</u>: the easement for a public roadway and bridge legally described on **Exhibit C** and depicted on **Exhibit C-1**

1.10. <u>County Address</u>: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: <u>jeffrey.teplitsky@pima.gov</u>.

1.11. <u>District's Address</u>: Pima County Flood Control District, 201 N Stone Ave, 9th Flr, Tucson, AZ 85701-1207; E-mail: <u>eric.shepp@pima.gov</u>

2. **Parties; Effective Date**. This Exchange Agreement (the "*Agreement*") is between District and County, and will become effective on the Effective Date.

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

4. **Additional Consideration.** For the purposes of this Agreement, the County Property is considered to be of equal value to the District Property and the District Bridge Easement with neither party owing the other additional consideration.

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

6. Inspection Rights.

6.1. <u>Due Diligence Access.</u> Upon execution of this Agreement and until Closing, District hereby grants permission to County, County's representatives, and County's authorized agents to enter the District Property and the Easement Areas for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Upon execution of this Agreement until Closing, County hereby grants permission to District, District's representatives, and District's authorized agents to enter the County Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing.

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

7. **Escrow and Title**.

7.1. <u>Proration and Closing Costs</u>. District shall pay all taxes on the District Property to the date of Closing. County shall pay all taxes on the County Property to the date of Closing. Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, title insurance policy fees and delivery fees, shall be paid by the County. Each party shall be responsible for costs associated with any releases required to transfer title to its property free and clear.

7.2. <u>Escrow and Title Agent</u>. This Agreement shall be used as escrow instructions in connection with the escrow established at the Title Company with Escrow Agent under this Agreement (the "*Escrow*").

7.3. <u>Title Commitment</u>.

7.3.1. *Commitment*. Escrow Agent will distribute to County a Commitment for Standard Owner's Title Insurance on the District Property and the District Bridge Easement (the "*Commitment*") together with complete and legible copies of all documents which will remain as exceptions to County's policy of title insurance. Escrow Agent will distribute to District a Commitment for Standard Owner's Title Insurance on the County Property together with complete and legible copies of all documents which will remain as exceptions to Owner's policy of title insurance.

1

7.3.2. *Permitted Exceptions*

7.3.2.1. The Closing shall be contingent upon District being insured pursuant to the Commitment and the title policy shall be in the amount of \$ 580,000.00.

7.3.2.2. The Closing shall be contingent upon County being insured pursuant to the Commitment and the title policy shall be in the amount of \$ 580,000.00.

7.3.2.3. Each conveyance of the County Property and the District Property shall be by Special Warranty Deed subject to (a) the liens of real estate taxes that are not yet due and payable; (b) all matters of record including the applicable Permitted Exceptions which were accepted by the Grantee; and (c) all matters a survey or inspection of the Property would reveal.

7.3.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance to one of the parties which discloses an Exception(s) not previously disclosed, that party shall have 15 days after the receipt of the Amended Commitment and the new Exceptions (the "Disapproval Period") within which to notify the other party and the Escrow Agent in writing of its disapproval of any new Exceptions shown thereon (the "Disapproval Notice"). In the event of such disapproval, the party receiving the Disapproval Notice shall have 10 days from receipt of the Disapproval Notice in which to notify the disapproving party in writing whether it intends to eliminate each of the disapproved Exceptions prior to the Closing (the "Notice Period"). If the party receiving the Disapproval Notice fails to notify the disapproving party of its intent with respect to the disapproved items within that time or if it elects not to cure all disapproved items, the disapproving party may terminate this Agreement and the Escrow shall be canceled. If the Amended Commitment is issued less than 15 days prior to the date of the Closing, then the date of the Closing shall be deemed to be extended until the end of the Disapproval Period and the Notice Period, if applicable; provided however, that Closing must occur as provided in section 10.1.

8. **Security Interest**. Prior to Closing, each party shall obtain from any lienholders releases of (i) all nonconsensual liens, including but not limited to tax liens, mechanics liens, and judgment liens, and (ii) all consensual liens, including but not limited to mortgages, deeds of trusts, and contracts for sale, as required for the fee transfer of the County Property and District Property, free and clear of all liens and encumbrances.

9. **Closing Documents**. At Closing, the following documents will be executed:

9.1. County shall execute and deliver to Escrow Agent a Special Warranty Deed conveying fee title to the County Property to District as provided in form attached hereto as **Exhibit D**.

9.2. District shall execute and deliver to Escrow Agent a Special Warranty Deed conveying fee title to the District Property to County as provided in form attached hereto as **Exhibit E**.

9.3. District shall execute and deliver to Escrow Agent the District Bridge Easement granting a public roadway and bridge easement in, on, over, under, across and through the District Property to County as provided in form attached hereto as **Exhibit F**.

9.4. District shall execute and deliver to Escrow Agent a Quitclaim Deed conveying portions of the existing River Road right-of-way to the City of Tucson as provided in form Page 4

attached hereto as **Exhibit G**, as establish by Road Proceedings No. 2955, recorded as Road Map Book 25 at Page 10, records of Pima County, Arizona; abandoned to the City of Tucson by Road Abandonment Proceedings A-02-08, recorded as Road Map Book 25 at Page 88, records of Pima County, Arizona; in accordance with the Intergovernmental Agreement (IGA) between Pima County and the City of Tucson for Construction of River Road–Thornydale Road to Shannon Road dated July 6, 1999, County CT #01-04-T-126320-0899 and City CT #0135-00.

10. Closing.

10.1. **Closing Date**. The Closing (the "*Closing*") will take place at the office of Title Company on or before sixty (60) days after the Effective Date, provided however, that Buyer 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 one year after execution by Buyer.

10.2. <u>Possession</u>. Possession of the County Property will be delivered to District, and possession of the District Property will be delivered to County, at Closing.

11. **Representations**.

11.1. <u>Environmental.</u> Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

÷

11.2. <u>AS IS.</u> Subject only to the representations of the parties in this Section 12, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that is has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

11.3. Wells and Water Rights.

11.3.1. County warrants that there are no wells on or water rights associated with the County Property.

11.3.2. District warrants that there are no wells on or water rights associated with the District Property.

11.4. Underground Improvements.

11.4.1. District warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the District Property.

11.4.2. County warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the County Property.

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

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

÷

14. **No Sale**. Neither party shall sell or encumber its property before closing.

15. Notices.

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

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

. . .

15.3. <u>Rejection</u>. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be deemed to be receipt of any such notice.

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

15.5. <u>Address</u>. County and District agree that any notice sent to the address set forth in Sections 1.10 and 1.11 herein shall serve as notice by County or District, as the case may be, to the other.

16. **Conflict of Interest**. This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County 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.

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

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

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

٠

1

. • · · ·

<u>Exhibit A</u>	Legal Description of County Property
Exhibit A-1	Depiction of County Property
<u>Exhibit B</u>	Legal Description of District Property
<u>Exhibit B-1</u>	Depiction of District Property
<u>Exhibit C</u>	Legal Description of District Bridge Easement
<u>Exhibit C-1</u>	Depiction of District Bridge Easement
<u>Exhibit D</u>	Form of Special Warranty Deed (County Property)
<u>Exhibit E</u>	Form of Special Warranty Deed (District Property)
<u>Exhibit F</u>	Form of Easement (District Bridge Easement)
<u>Exhibit G</u>	Form of Quitclaim Deed (River Road)

Remainder of Page Intentionally Left Blank Signature Pages Follow

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

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

Chairman of Board of Directors

ATTEST:

Ň

Melissa Manriquez, Clerk of Board

APPROVED AS TO CONTENT:

<u>Suzanne Shields</u>, Director

APPROVED AS TO FORM:

February 9, 2022

Kathryn Øre, Deputy County Attorney

Remainder of Page Intentionally Left Blank **County Signatures Follow**

Page 9

2/8/2022

Date

Date

Date

COUNTY: Pima County, a political subdivision of the State of Arizona:

Chairman, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT: Jeffrey Teplitsky, Director, Real Property Services

APPROVED AS TO FORM:

Kathryn Ore, Deputy County Attorney

Page 10



6/15/2021 EEC No. 19099.17 Parcel 101-07-106R Take Legal

EXHIBIT "A" Parcel 1 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE SOUTHWEST CORNER OF SAID SECTION 8 FROM WHICH A 2 INCH BRASS CAP SURVEY MONUMENT "RLS 12537" AT THE SOUTH QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 2646.48 FEET;

THENCE UPON THE WEST BOUNDARY LINE OF SECTION 8, NORTH 00 DEGREES 03 MINUTES 58 SECONDS WEST A DISTANCE OF 30.00 FEET;

THENCE PARALLEL TO THE SOUTH BOUNDARY LINE OF SAID SECTION 8 NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 815.63 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 52 DEGREES 21 MINUTES 44 SECONDS EAST A DISTANCE OF 190.26 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 10;

THENCE UPON SAID WEST RIGHT-OF-WAY LINE SOUTH 27 DEGREES 29 MINUTES 05 SECONDS EAST A DISTANCE OF 90.48 FEET;

THENCE CONTINUING UPON SAID RIGHT-OF-WAY LINE SOUTH 59 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 67.40 FEET TO A POINT 30.00 FEET OFFSET TO THE NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 8;

THENCE CONTINUING UPON SAID RIGHT-OF-WAY LINE AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SECTION 8 SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST A DISTANCE OF 134.39 FEET TO THE **POINT OF BEGINNING.**

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



Customer Focus | Commitment | Communication www.eec-info.com



Engineering and Environmental Consultants, Inc. 555 E. River Road, Suite 301| Tucson, Arizona 85704 | P: 520.321.4625

> 08/09/2021 EEC No. 19099.17 Old Sunset Road Take Legal

EXHIBIT "A" Parcel 2 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8 AND NORTHWEST CORNER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE COMMON CORNER OF SECTIONS 7, 8, 17, AND 18, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA FROM WHICH A 2 INCH BRASS CAP SURVEY MONUMENT "RLS 12537" AT THE NORTH QUARTER CORNER OF SAID SECTION 18 BEARS SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 2646.48 FEET;

THENCE UPON THE SOUTH LINE OF SAID SECTION 8, NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 736.08 FEET;

THENCE DEPARTING SAID SOUTH LINE SOUTH 00 DEGREES 42 MINUTES 18 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 52 DEGREES 22 MINUTES 10 SECONDS EAST A DISTANCE OF 73.59 FEET;

THENCE SOUTH 00 DEGREES 42 MINUTES 18 SECONDS EAST A DISTANCE OF 44.21 FEET;

THENCE SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST A DISTANCE OF 58.83 FEET TO THE **POINT OF BEGINNING.**

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS





7/14/2021 EEC No. 19099.17 101-21-001F Take Legal

EXHIBIT "A" Parcel 3 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE NORTHWEST CORNER OF SAID SECTION 17 FROM WHICH A 2 INCH BRASS CAP SURVEY MONUMENT "RLS 12537" AT THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEARS NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 2646.48 FEET;

THENCE UPON THE NORTH LINE OF SAID SECTION 17 NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 736.08 FEET'

THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 42 MINUTES 18 SECONDS EAST A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 17 MINUTES 42 SECONDS EAST A DISTANCE OF 78.35 FEET;

THENCE SOUTH 00 DEGREES 42 MINUTES 18 SECONDS EAST A DISTANCE OF 7.76 FEET;

THENCE SOUTH 00 DEGREES 42 MINUTES 12 SECONDS EAST A DISTANCE OF 10.17 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD;

THENCE UPON SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 59 DEGREES 28 MINUTES 21 SECONDS WEST A DISTANCE OF 52.60 FEET THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 30 DEGREES 31 MINUTES 39 SECONDS EAST A DISTANCE OF 3775.00 FEET;

THENCE CONTINUING UPON THE NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 59 MINUTES 27 SECONDS A DISTANCE OF 526.48 FEET;

THENCE CONTINUING UPON THE NORTHERLY RIGHT-OF-WAY LINE SOUTH 51 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 432.69 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 00 DEGREES 12 MINUTES 33 SECONDS EAST A DISTANCE OF 20.51 FEET;

EEC No. 19099.17 101-21-001F Take Legal

THENCE NORTH 51 DEGREES 28 MINUTES 55 SECONDS EAST A DISTANCE OF 419.85 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS SOUTH 38 DEGREES 31 MINUTES 05 SECONDS EAST A DISTANCE OF 3791.00 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 17 MINUTES 15 SECONDS A DISTANCE OF 85.19 FEET;

THENCE NORTH 37 DEGREES 14 MINUTES 15 SECONDS WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 52 DEGREES 22 MINUTES 02 SECONDS EAST A DISTANCE OF 440.61 FEET TO THE **POINT OF BEGINNING.**

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS





7/11/2021 EEC No. 19099.17 101-21-001E Take Legal

EXHIBIT "A" Parcel 4 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM AT THE NORTHEAST CORNER OF SAID SECTION 18 FROM WHICH A 2 INCH BRASS CAP SURVEY MONUMENT "RLS 12537" AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEARS SOUTH 89 DEGREES 41 MINUTES 06 SECONDS WEST A DISTANCE OF 2646.48 FEET;

THENCE UPON THE COMMON LINE BETWEEN SAID SECTION 18 AND SECTION 17 SOUTH 00 DEGREES 12 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 611.71 TO THE **POINT OF BEGINNING**;

THENCE CONTINUING UPON SAID COMMON LINE SOUTH 00 DEGREES 12 MINUTES 33 SECONDS WEST A DISTANCE OF 20.51 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD;

THENCE DEPARTING SAID COMMON LINE AND UPON SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD SOUTH 51 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 31.85 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS BEARS NORTH 38 DEGREES 31 MINUTES 05 SECONDS WEST A DISTANCE OF 1475.00 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 15 MINUTES 18 SECONDS A DISTANCE OF 547.18 FEET;

THENCE CONTINUING UPON SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD SOUTH 72 DEGREES 44 MINUTES 12 SECONDS WEST A DISTANCE OF 103.51 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET ROAD NORTH 17 DEGREES 15 MINUTES 44 SECONDS WEST A DISTANCE OF 26.00 FEET;

THENCE NORTH 72 DEGREES 44 MINUTES 12 SECONDS EAST A DISTANCE OF 103.51 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 17 DEGREES 15 MINUTES 48 SECONDS WEST A DISTANCE OF 1449.00 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21 DEGREES 15 MINUTES 18 SECONDS A DISTANCE OF 537.53 FEET;

EEC No. 19099.17 101-21-001E Take Legal

THENCE NORTH 51 DEGREES 28 MINUTES 55 SECONDS EAST A DISTANCE OF 44.68 FEET;

THENCE SOUTH 38 DEGREES 31 MINUTES 05 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE COMMON LINE BETWEEN SAID SECTIONS 17 AND 18 AND THE **POINT OF BEGINNING.**

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS





Engineering and Environmental Consultants, Inc. 555 E. River Road, Suite 301| Tucson, Arizona 85704 | P: 520.321.4625

> 12/21/2021 EEC No. 19099.17 Parcel 101-07-1090 take Legal

EXHIBIT "A" Parcel 5 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8 FROM WHICH A DRILL HOLE IN CONCRETE MARKING THE WEST QUARTER CORNER OF SAID SECTION 8 BEARS SOUTH 89 DEGREES 26 MINUTES 35 SECONDS WEST A DISTANCE OF 2641.30 FEET;

THENCE UPON THE CENTER SECTION LINE OF SAID SECTION 8 SOUTH 89 DEGREES 26 MINUTES 35 SECONDS WEST A DISTANCE OF 45.00 FEET TO THE WEST LINE OF NORTH CAMINO DEL LA TIERRA RIGHT-OF-WAY.

THENCE UPON SAID WEST RIGHT-OF-WAY SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST A DISTANCE OF 1325.75 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 89 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 386.92 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 69.60 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE WHOSE RADIUS BEARS NORTH 35 DEGREES 22 MINUTES 47 SECONDS EAST A DISTANCE OF 1755.42 FEET;

THENCE UPON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 15 MINUTES 59 SECONDS A DISTANCE OF 437.09 FEET;

THENCE NORTH 49 DEGREES 38 MINUTES 47 SECONDS EAST A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE WHOSE RADIUS BEARS NORTH 49 DEGREES 38 MINUTES 45 SECONDS EAST A DISTANCE OF 1715.42 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 08 MINUTES 50 SECONDS A DISTANCE OF 483.44 FEET TO THE **POINT OF BEGINNING.**

EEC No. 19099.17 Parcel 101-07-1090 take Legal

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



N:\19099 Survey\19099.17 Sunset II ROW\500 Engineering, Design & Survey\590-Survey\595-Legals\ROW takes and remainders 6-9-21\NE I-10\Parcel 101-07-1090 Legal - take.doc

> Customer Focus | Commitment | Communication www.eec-info.com



Engineering and Environmental Consultants, Inc. 555 E. River Road, Suite 301| Tucson, Arizona 85704 | P. 520.321.4625

> 12/21/2021 EEC No. 19099.17 Parcel 101-07-1100 take Legal

EXHIBIT "A" Parcel 6 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 INCH BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 8 FROM WHICH A ½ INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST A DISTANCE OF 2651.47 FEET;

THENCE UPON THE CENTER SECTION LINE OF SAID SECTION 8, NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST A DISTANCE OF 1325.37 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 52 MINUTES 25 SECONDS WEST A DISTANCE OF 45.00 FEET TO THE WEST LINE OF NORTH CAMINO DEL LA TIERRA RIGHT-OF-WAY;

THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 89 DEGREES 22 MINUTES 04 SECONDS WEST A DISTANCE OF 381.92 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENTIAL CURVE WHOSE RADIUS BEARS NORTH 33 DEGREES 29 MINUTES 56 SECONDS EAST A DISTANCE OF 1715.42 FEET, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 27 MINUTES 35 SECONDS A DISTANCE OF 163.46 FEET;

THENCE SOUTH 28 DEGREES 02 MINUTES 23 SECONDS WEST A DISTANCE OF 40.00 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS BEARS NORTH 28 DEGREES 02 MINUTES 21 SECONDS EAST A DISTANCE OF 1755.42 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07 DEGREES 20 MINUTES 26 SECONDS A DISTANCE OF 224.90 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 04 SECONDS EAST A DISTANCE OF 69.60 FEET TO THE **POINT OF BEGINNING.**

EEC No. 19099.17 Parcel 101-07-1100 take legal

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



N:\19099 Survey\19099.17 Sunset II ROW\500 Engineering, Design & Survey\590-Survey\595-Legals\ROW takes and remainders 6-9-21\NE I-10\Parcel 101-07-1100 Legal - take.doc

Customer Focus | Commitment | Communication

www.eec-info.com



12/21/2021 EEC No. 19099.17 Parcel 101-07-108B Take Legal

EXHIBIT "A" Parcel 7 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 INCH BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 8 FROM WHICH A ½ INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST A DISTANCE OF 2651.47 FEET;

THENCE UPON THE CENTER QUARTER SECTION LINE OF SAID SECTION 8, NORTH 00 DEGREES 03 MINUTES 37 SECONDS WEST A DISTANCE OF 772.59 FEET;

THENCE DEPARTING SAID QUARTER SECTION LINE SOUTH 89 DEGREES 49 MINUTES 23 SECONDS WEST A DISTANCE OF 420.48 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 86 DEGREES 50 MINUTES 32 SECONDS WEST A DISTANCE OF 465.75 FEET; THENCE NORTH 36 DEGREES 52 MINUTES 33 SECONDS EAST A DISTANCE OF 153.50 FEET;

THENCE NORTH 62 DEGREES 02 MINUTES 26 SECONDS WEST A DISTANCE OF 61.34 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 34 SECONDS EAST A DISTANCE OF 46.59 FEET;

THENCE SOUTH 61 DEGREES 41 MINUTES 04 SECONDS EAST A DISTANCE OF 460.35 FEET TO THE **POINT OF BEGINNING.**

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



Customer Focus | Commitment | Communication www.eec-info.com



12/21/2021 EEC No. 19099.17 Parcel 101-07-111A take Legal

EXHIBIT "A" Parcel 8 of 9 LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 INCH BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 8 FROM WHICH A ½ INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST A DISTANCE OF 2651.47 FEET;

THENCE UPON THE SOUTH SECTION LINE OF SAID SECTION 8 SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST A DISTANCE OF 805.09 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD;

THENCE UPON SAID RIGHT-OF-WAY LINE NORTH 35 DEGREES 46 MINUTES 03 SECONDS WEST A DISTANCE OF 345.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE WHOSE RADIUS BEARS NORTH 55 DEGREES 19 MINUTES 12 SECONDS EAST A DISTANCE OF 5622.64 FEET;

THENCE UPON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 43 MINUTES 33 SECONDS A DISTANCE OF 169.36 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 17 MINUTES 40 SECONDS EAST A DISTANCE OF 573.43 FEET;

THENCE NORTH 00 DEGREES 42 MINUTES 18 SECONDS WEST A DISTANCE OF 110.05 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 34 SECONDS EAST A DISTANCE OF 264.22 FEET;

THENCE NORTH 61 DEGREES 41 MINUTES 04 SECONDS WEST A DISTANCE OF 19.66 FEET;

THENCE NORTH 86 DEGREES 50 MINUTES 32 SECONDS WEST A DISTANCE OF 465.75 FEET;

THENCE SOUTH 36 DEGREES 52 MINUTES 33 SECONDS WEST A DISTANCE OF 141.96 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS BEARS NORTH 53 DEGREES 07 MINUTES 27 SECONDS WEST A DISTANCE OF 500.00 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 35 MINUTES 48 SECONDS A DISTANCE OF 197.19 FEET;

EEC No. 19099.17 Parcel 101-07-111A take Legal

THENCE SOUTH 59 DEGREES 28 MINUTES 21 SECONDS WEST A DISTANCE OF 60.59 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE BEGINNING OF A CURVE WHOSE RADIUS BEARS NORTH 58 DEGREES 22 MINUTES 39 SECONDS EAST A DISTANCE OF 5622.64 FEET;

THENCE UPON SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 19 MINUTES 54 SECONDS A DISTANCE OF 130.69 FEET TO THE **POINT OF BEGINNING**.

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC. BRUCE BROWN, RLS



N:\19099 Survey\19099.17 Sunset II ROW\500 Engineering, Design & Survey\590-Survey\595-Legals\ROW takes and remainders 6-9-21\NE I-10\101-07-111A Legal - take.doc

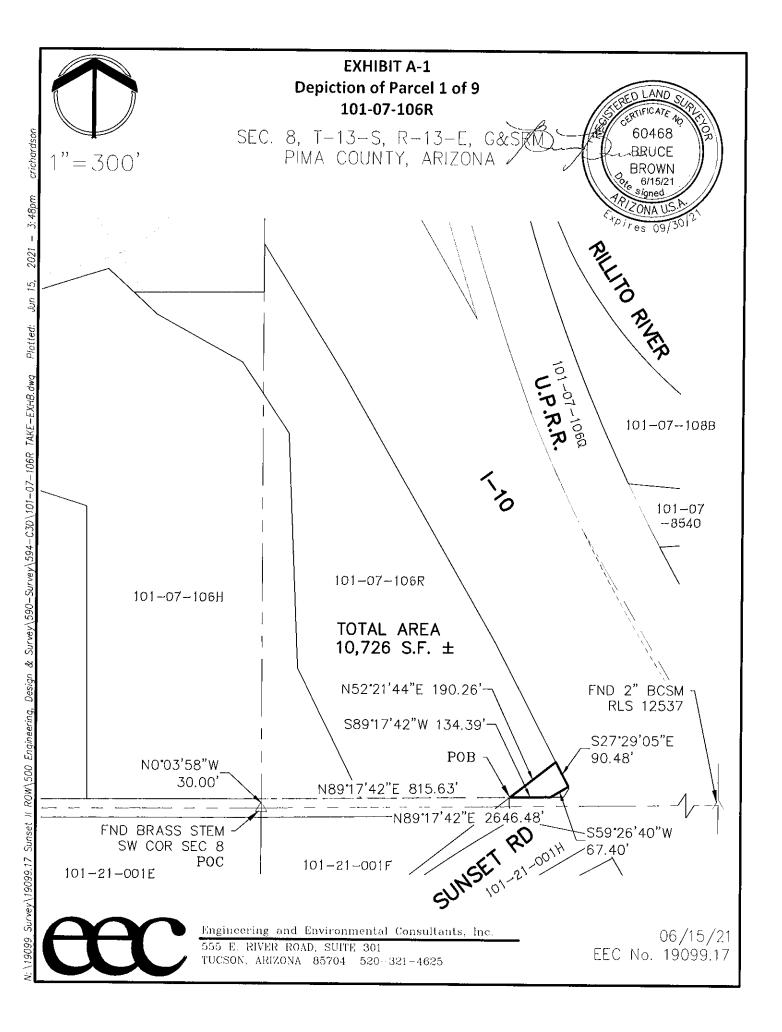
EXHIBIT "A" Parcel 9 of 9 DESCRIPTION

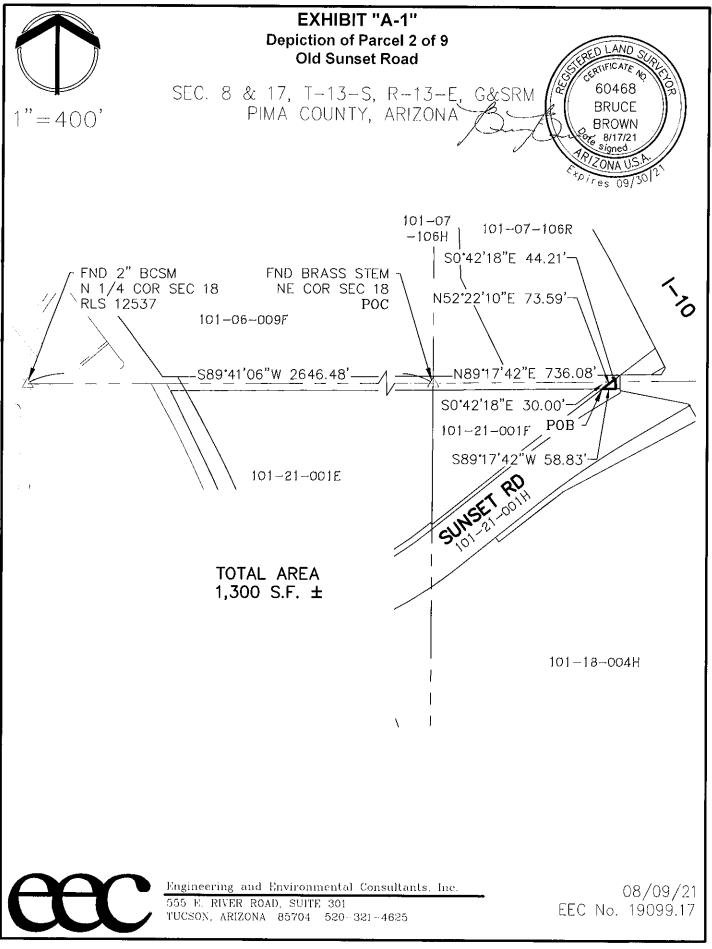
,

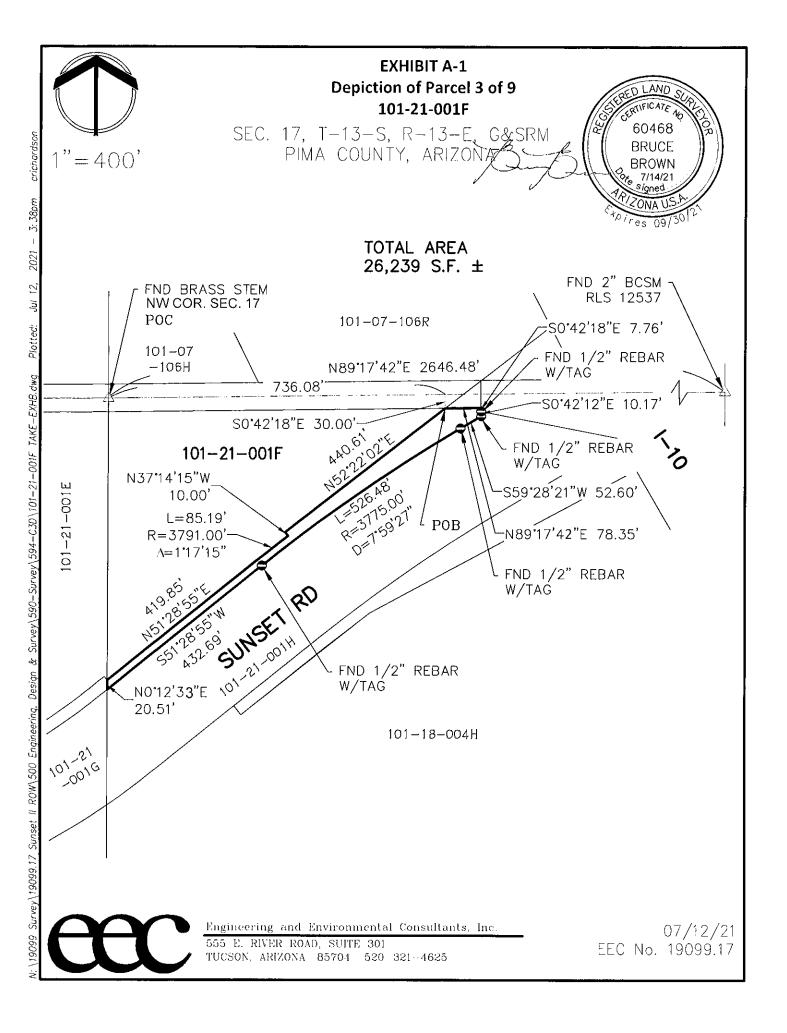
4

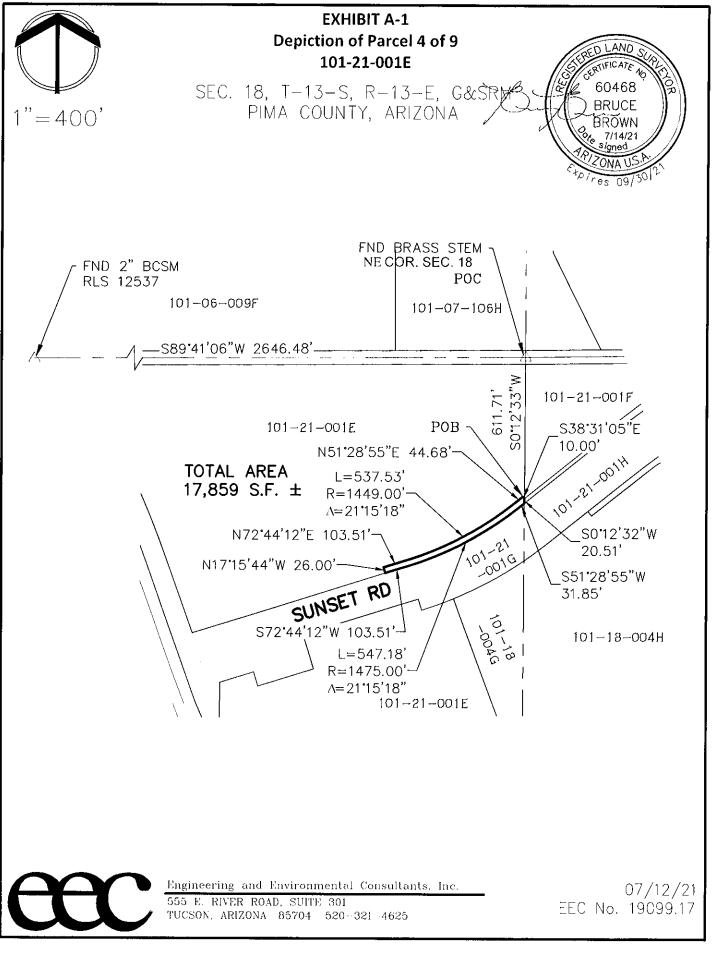
Lots 9 & 10 of Tres Nogales, a subdivision of Pima County, Arizona, according to the map or plat thereof recorded in the office of the Pima County Recorder in Book 8 at Page 100 thereof, being a portion of Section 8, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

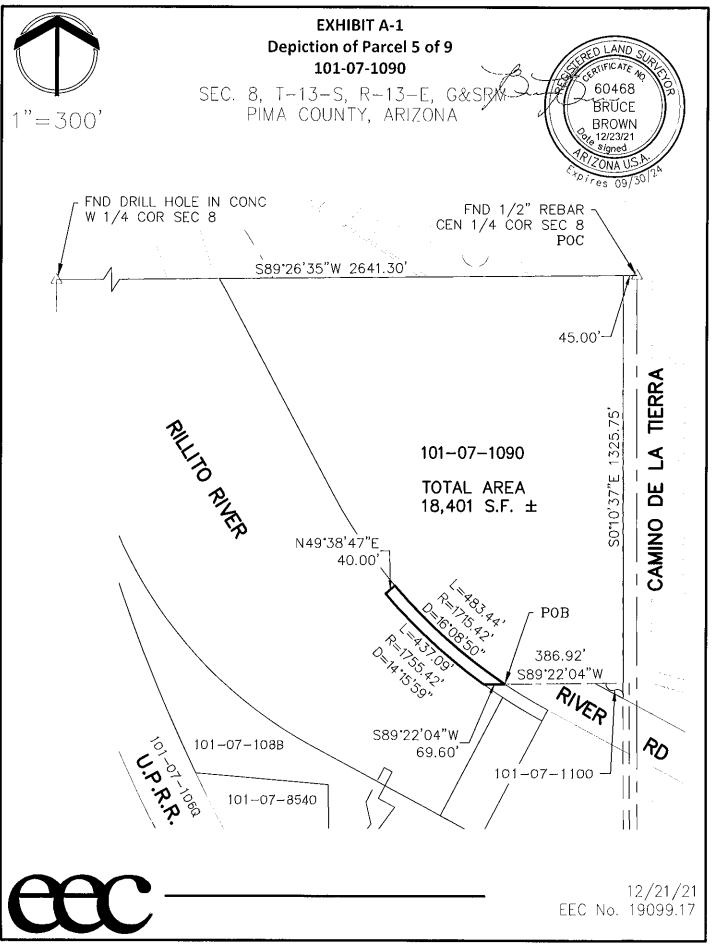
101-08-0090 & 0100



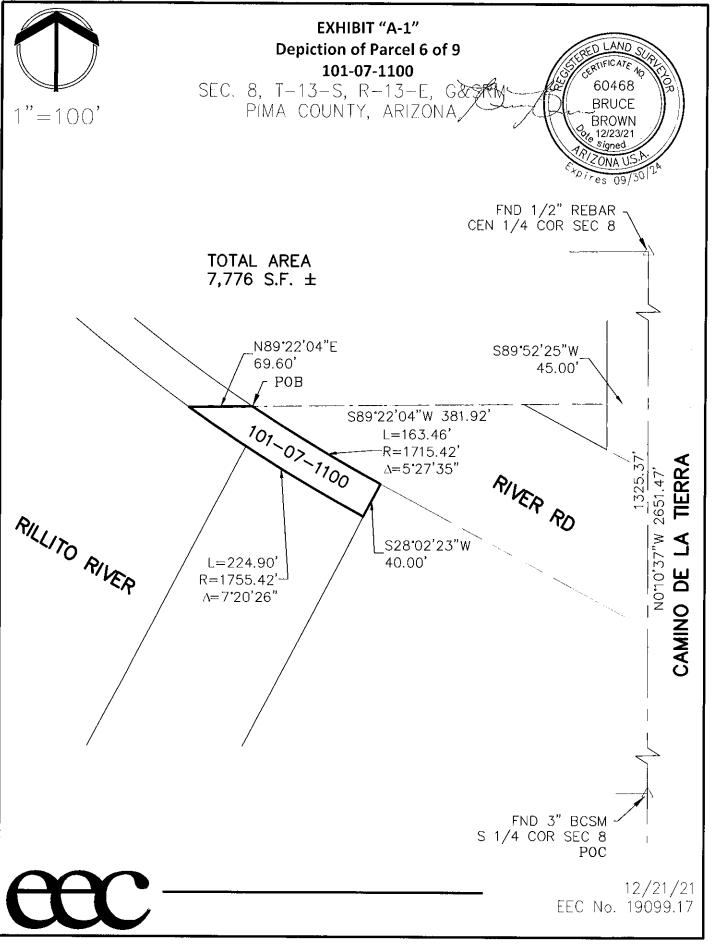


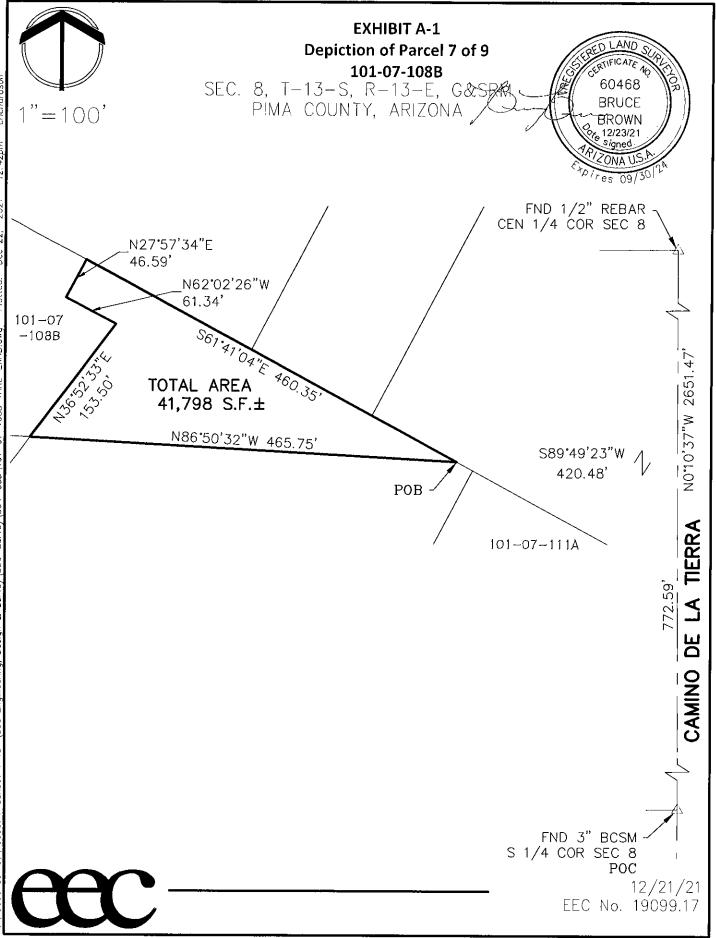






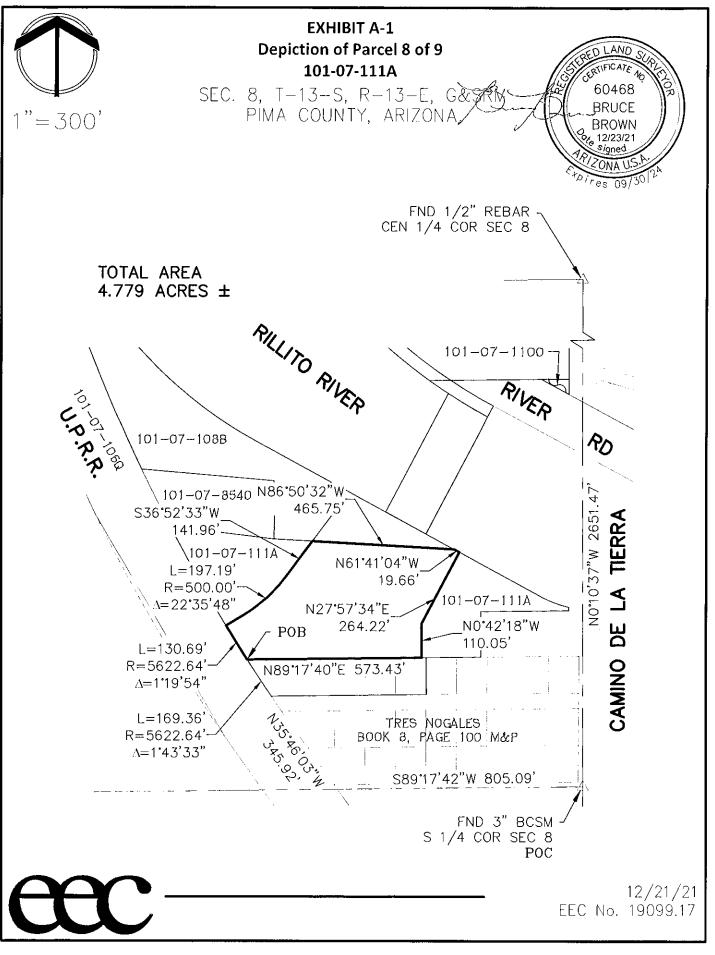
crichardsor - 11:51am 2021 Dec 22, Plotted: Survey/19099.17 Sunset II ROW/500 Engineering, Design & Survey/590-Survey/594-C3D/101-07-1090 TAKE-EXHB.dwg 9099

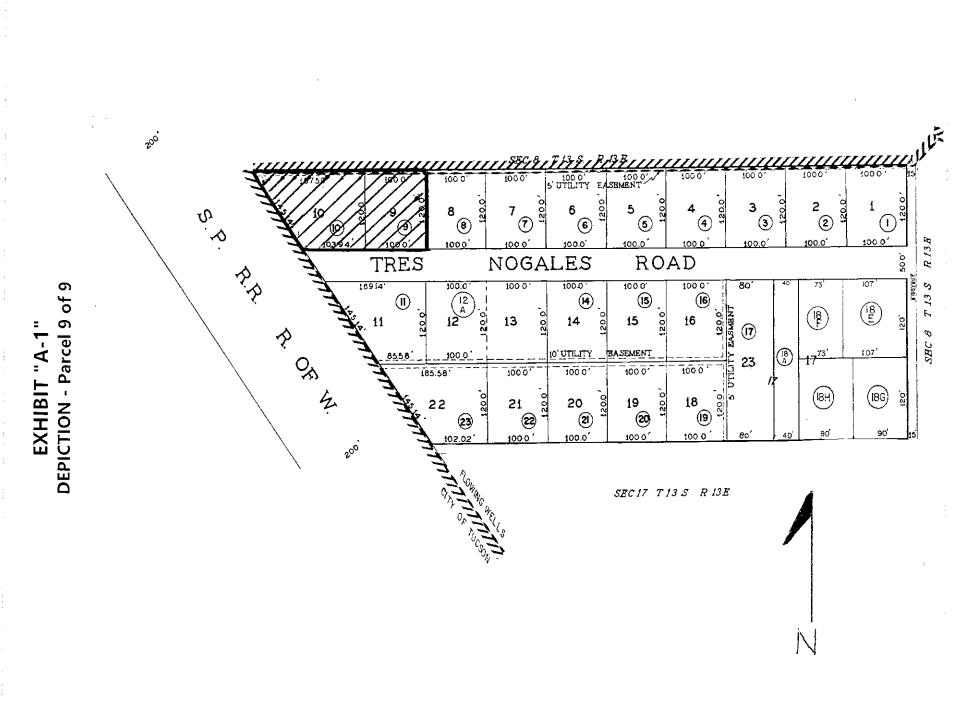




1

crichardson 12: 42pm I 2021 22, Dec Plotted: Survey/19099.17 Sunset It ROW/500 Engineering, Design & Survey/590-Survey/594-C3D/101-67-108B TAKE-EXHB.dwg 19/190





31 January 2022



EXHIBIT "B" Parcel 1 of 6

All that portion of Lots 3 and 4 of McCloskey Property Lots 1 – 29 and Common Area "A", a subdivision recorded in Book 63 of Maps and Plats at Page 14 as recorded in Sequence No. 20213160757 and a portion of Common Areas A-1, A-2 and B-1 of Riverwalk at Rancho Del Lago, Lots 1 – 85, a subdivision recorded in Book 63 of Maps and Plats at Page 01 as recorded in Sequence No. 20220100302, all being within Section 04, Township 16 South, Range 16 East, Gila & Salt River Meridian, Pima County, Arizona.

Excluding therefrom any portion of said Lots 3 and 4, Common Areas A-1, A-2 and B-1 within a strip of land 30 feet wide, 15 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Lot 4, a 1/2" rebar tagged "RLS17479" to which a southwesterly corner of said Common Area A-1, a 1/2" rebar tagged "RLS17479", bears South 01°14'37" East a distance of 1108.83 feet;

THENCE along the north line of Lot 4, North 89°50'05" East a distance of 194.19 feet to the **POINT OF BEGINNING** of said centerline;

THENCE South 33°17'08" East a distance of 196.86 feet to the beginning of a tangent curve concave to the southwest having a radius of 1400.00 feet and a central angle of 09°28'53";

THENCE along the arc of said curve to the right a distance of 231.67 feet to a point of tangency;

THENCE South 23°48'15" East a distance of 154.8 6 feet to the beginning of a tangent curve concave to the west having a radius of 590.00 feet and a central angle of 34°12'03";

THENCE along the arc of said curve to the right a distance of 352.18 feet to a point of tangency;

THENCE South 10°23'48" West a distance of 465 2 feet to the beginning of a tangent curve concave to the cast having a radius of 950.00 feet and a central angle of 10°23'5 6";

THENCE along the arc of said curve to the left a distance of 172.42 feet to a point of tangency;

THENCE South 00°00'08" East a distance of 1028.03 feet;

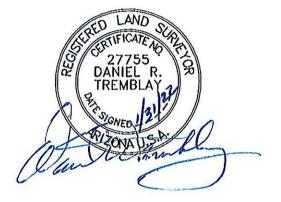
THENCE South 03°16'53" East a distance of 271.24 feet;

THENCE South 04°04'06" East a distance of 271.77 feet;

THENCE South 09°03'01" East a distance of 174.08 feet;

THENCE South 17°24'48" East a distance of 95.82 feet to the beginning of a tangent curve concave to the northeast having a radius of 115.00 feet and a central angle of 83°00'48";

THENCE along the arc of said curve to the left a distance of 166.62 feet to the end of said curve and the **POINT OF TERMINUS** of said centerline. Being a point on the south line of said Common Area B-1 of Riverwalk at Rancho Del Lago to which the southwest corner of said Common Area A-1 bears South 57°31'24" West a distance of 215.61 feet.



Pg. 2 of 2

Parcel Line Table			
Line	Length	Direction	
L1	1108.83'	S1° 14' 37"E	
L2	194.19'	N89°50'05"E	
L3	196.86'	S33°17'08"E	
L4	154.86'	S23°48'15"E	
L5	46.52'	S10°23'48"W	
L6	1028.03'	S0°00'08"E	
L7	271.24'	S3° 16' 53"E	
L8	271.77'	S4° 04' 06"E	
L9	174.08'	S9°03'01"E	
L10	95.82'	S17°24'48"E	
L11	215.61'	S57° 31' 24"W	
Curve Table			

	D LAND
15	RE OTIFICATE A PL
RE	27755 DANIEL R. TREMBLAY
D	BET DENED 1 21
the	ASON VOST

Ν

Vì

2 4 2 2

Curve Table				
Curve #	Length	Radius	Delta	
C1	231.67	1400.00	9°28'53"	
C2	352.18	590.00	34 ° 12'03"	
С3	172.42	950.00	10°23'56"	
C4	166.62	115.00	83°00'48"	



AND COMMON AREAS "A-1", "A-2", AND "B-1", BK 63, M&P, PG 1, LOCATED IN SECTION 4, TOWNSHIP 16 SOUTH, RANGE 16 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scole: NA

Date: 31 January 2022 Drawn By: AJI

EXHIBIT "B"

Parcel 2 & 3 of 6

- e - . . .

Blocks 2 & 3 of the Summerstone Final Plat, as recorded in the Office of the of the Pima County Recorder at Sequence#20212320143, Pima County, Arizona, located in Section 17, Township 12 South, Range 12 East, of the G. & S.R.M., Town of Marana, Pima County, Arizona.

Parcels 4, 5 & 6 of 6

That portion of Sections 31 and 32, Township 11 South, Range 14 East, and Section 5, Township 12 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Section 31;

THENCE N 89°36'25" W, along the South line of the Southeast Quarter (SE 1/4) of said Section 31, a distance of 1,841.94 feet;

THENCE N 63°06'06" W, 896.29 feet;

THENCE S 00°05'43" W, 400.00 feet, to the South Quarter (S 1/4) of said Section 31;

THENCE N 89°36'25" W, along the South line of the Southwest Quarter (SW 1/4) of Section 31, a distance of 2,082.75 feet, to the Southerly right-of-way line of Tangerine Road;

THENCE N 71°55'35" E, along said right-of-way line 1,017.69 feet; THENCE N 68°31'30" E, along said right-of-way line 426.96 feet;

THENCE N 72°33'15" E, along said right-of-way line 1,172.56 feet;

THENCE S 07°18'35" W, 148.35 feet;

THENCE S 86°29'54" E, 278.45 feet;

THENCE S 66°22'57" E, 198.10 feet;

•

THENCE S 82°26'34" E, 646.56 feet;

THENCE N 86°00'41" E, 488.98 feet;

THENCE N 89°36'12" E, 370.67 feet;

THENCE S 81°18'06" E, 46.80 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along the arc of said curve, to the right, having a radius of 835.00 feet and a central angle of 25°37'53" for an arc distance of 373.54 feet to a point of tangency;

THENCE S 55°40'13" E, 759.92 feet to a point of curvature of a tangent curve concave to the Southwest,

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 1,710.00 feet and a central angle of 52°22'07" for an arc distance of 1,562.95 feet to a point of tangency;

THENCE S 03°18'06" E, a distance of 844.12 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of N 85°19'02" E;

THENCE Southerly along the arc of said curve, to the right, having a radius of 2,200.00 feet and a central angle of 41°42'01" for an arc distance of 1,601.17 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

THENCE Southerly and Easterly along the arc of said curve, to the left, having a radius of 40.00 feet and a central angle of 155°38'29" for an arc distance of 108.66 feet to a point of reverse curvature of a tangent curve concave to the South;

THENCE Easterly along the arc of said curve, to the right, having a radius of 1,225.00 feet and a central angle of 27°30'40" for an arc distance of 588.20 feet to a point on the arc of a non-tangent curve concave to the Northwest, being the Westerly right-of way line of Tucson-Florence Highway, a radial line of said curve through said point having a bearing of S 70°36'21" E; THENCE Southwesterly along said right-of-way line and the arc of said curve, to the right, having a radius of 3,669.72 feet and a central angle of 06°40'53" for an arc distance of 427.93 feet to a non-tangent line

THENCE N 89°29'35" W, 924.90 feet;

the second second

THENCE N 00°03'53" W, 1,314.37 feet;

THENCE N 00°06'21" E, 170.00 feet;

THENCE N 89°35'03" W, 190.00 feet;

THENCE N 01°54'45" W, 900.00 feet;

THENCE N 46°57'17" W, 516.76 feet, to the West line of the Northwest Quarter (NW 1/4) of said Section 5;

THENCE N 00°06'20" E, along said West line 825.99 feet;

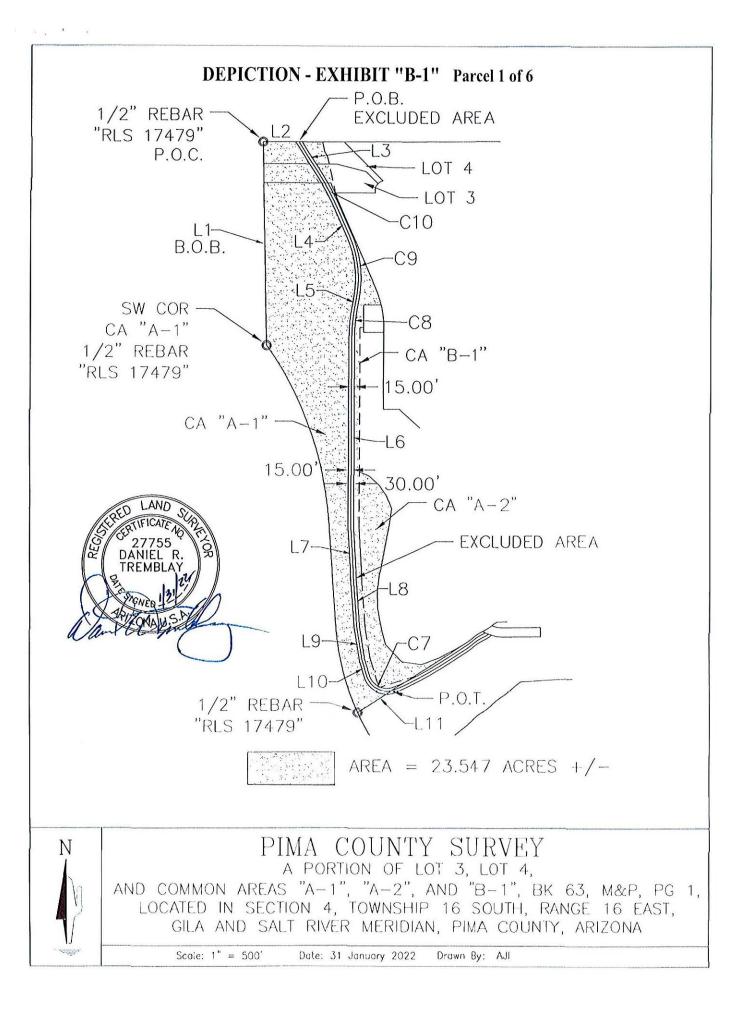
THENCE S 89°53'40" E, 190.00 feet;

THENCE N 00°06'20" E, 150.00feet;

THENCE N 89°53'40" W, 190.00 feet, to the West line of said Northwest Quarter (NW 1/4) of said Section 5:

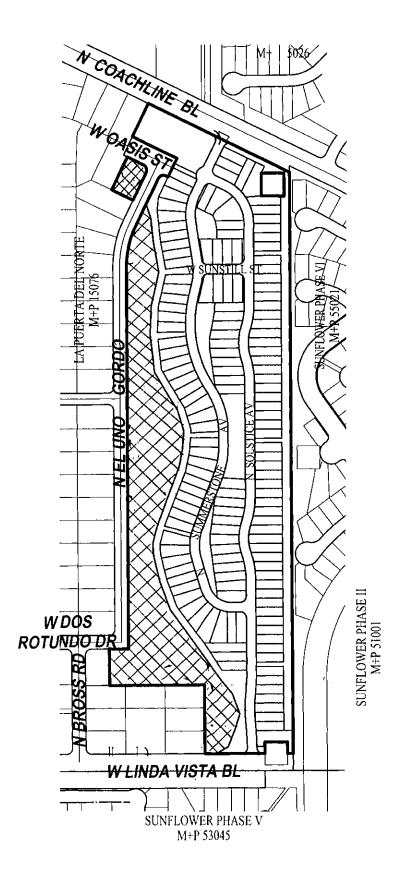
THENCE N 00°06'20" E, along said West line 250.00 feet to the POINT OF BEGINNING.

EXCEPT: A parcel (well site) described in that certain document recorded in Docket 10285, Page 281, records of the Pima County Recorder, Pima County, Arizona.



÷

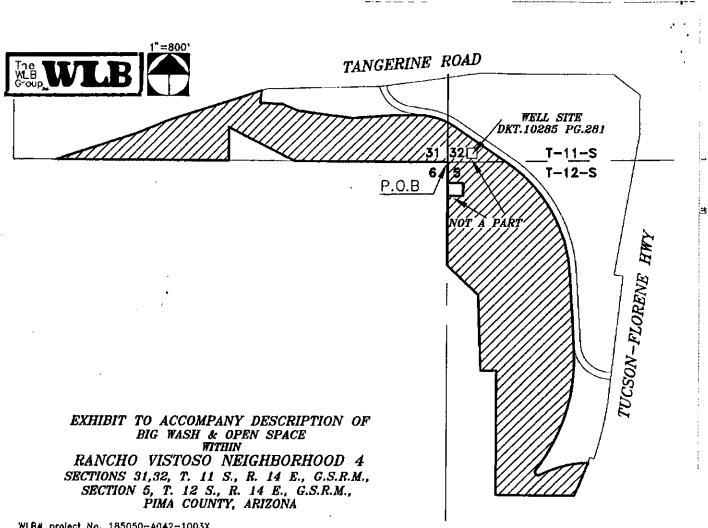
. . .



•

Depiction -EXHIBIT B-1 Parcels 4, 5 & 6 of 6

-



WLB# project No. 185050-A042-1003X 3-7-2002 N:\185050\NEIGH4\EXBT-OPEN-SPACE.DWG

, i



Engineering and Environmental Consultants, Inc. 555 E. River Road, Suite 301| Tucson, Arizona 85704 | P: 520.321.4625

> 12/21/2021 EEC No. 19099.17 Rillito River take Legal

EXHIBIT "C" BRIDGE EASEMENT LEGAL DESCRIPTION

THAT PORTION OF LAND WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3 INCH BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 8 FROM WHICH A ½ INCH REBAR MARKING THE CENTER QUARTER CORNER OF SAID SECTION 8 BEARS NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST A DISTANCE OF 2651.47 FEET;

THENCE UPON THE CENTER SECTION LINE OF SAID SECTION 8, NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST A DISTANCE OF 1203.07 FEET;

THENCE DEPARTING SAID SECTION LINE SOUTH 89 DEGREES 49 MINUTES 23 SECONDS WEST A DISTANCE OF 310.68 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 26 DEGREES 52 MINUTES 05 SECONDS WEST A DISTANCE OF 43.60 FEET;

THENCE SOUTH 27 DEGREES 57 MINUTES 34 SECONDS WEST A DISTANCE OF 387.15 FEET;

THENCE NORTH 61 DEGREES 41 MINUTES 04 SECONDS WEST A DISTANCE OF 150.00 FEET;

THENCE NORTH 27 DEGREES 57 MINUTES 34 SECONDS EAST A DISTANCE OF 436.36 FEET TO THE BEGINNING OF A CURVE WHOSE RADIUS BEARS NORTH 32 DEGREES 54 MINUTES 51 SECONDS EAST A DISTANCE OF 1755.42 FEET;

THENCE UPON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 52 MINUTES 30 SECONDS A DISTANCE OF 149.36 FEET TO THE **POINT OF BEGINNING.**

Prepared by: ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

BRUCE BROWN, RLS



Customer Focus | Commitment | Communication

www.eec-info.com

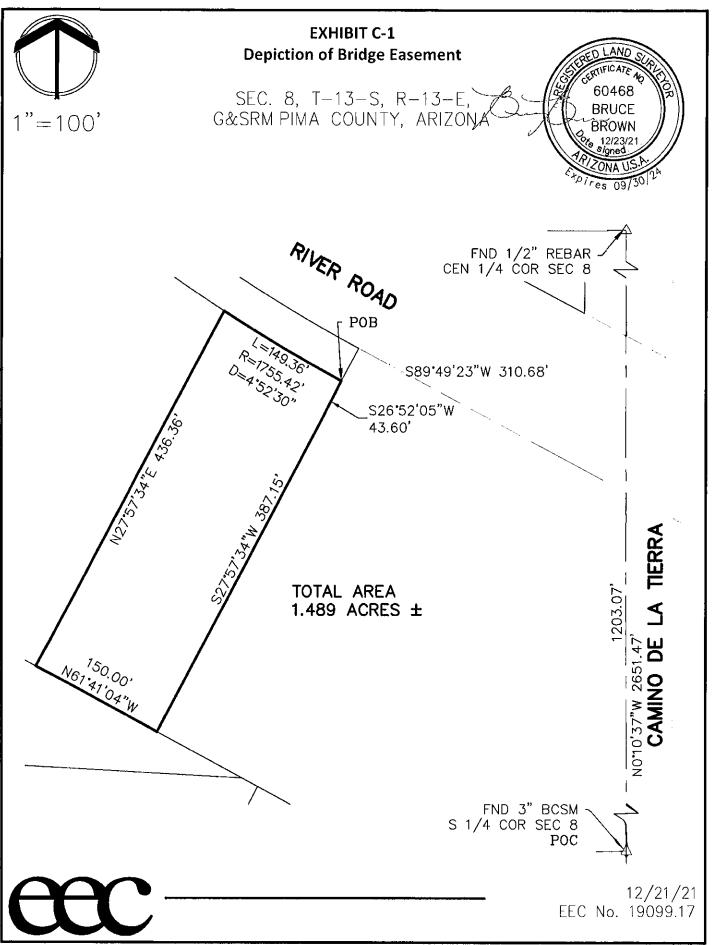


EXHIBIT "D"

When Recorded, Please Return to:

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

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, PIMA COUNTY, a political subdivision of the State of Arizona, ("Grantor"), does hereby convey to PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona, ("Grantee"), 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 matters of record and all matters a survey or inspection of the Property would reveal.

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.

Pima County, a political subdivision of the State of Arizona

By: Jeffrey Teplitsky Director, Pima County Real Property Services

Date

Page 1 of 2

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Parcel [X]
Agent: JAR	File #: Acq-0980	Activity #:	P [X] De [] Do [] E []

EXHIBIT "D"

STATE OF ARIZONA)) ss. COUNTY OF PIMA)

. . .

The foregoing instrument was acknowledged before me the _____ day of _____, 20____ by Jeffrey Teplitsky, Director, Pima County Real Property Services for Pima County, a political subdivision of the State of Arizona.

Notary Public

ł

Page 2 of 2			
EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Parcel [X]
Agent: JAR	File #: Acq-0980	Activity #:	P [X] De [] Do [] E []

EXHIBIT "E"

When Recorded, Please Return to:

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

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, PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona, "Grantor", does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, "Grantee", 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 matters of record and all matters a survey or inspection of the Property would reveal.

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.

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

By:	Jeffrey Teplits	ky		
	Director, Pima	County Re	al Property	Services

Date

 Page 1 of 2

 EXEMPTION: A.R.S. §11-1134.A.3.
 Board of Supervisors:

 Agent: JAR
 File #: Acq-0980
 Activity #:
 Right of Way [X]

EXHIBIT "E"

STATE OF ARIZONA)) ss. COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20____, by Jeffrey Teplitsky, Director, Pima County Real Property Services for Pima County Flood Control District.

Notary Public

_	Page 2 of 2			
	EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	
	Agent: JAR	File #: Acq-0980	Activity #:	Right of Way [X]

EXHIBIT "F"

BRIDGE RIGHT OF WAY EASEMENT

Pima County Flood Control District, a political taxing authority of the State of Arizona, ("Grantor"), does hereby grant to PIMA COUNTY, a political subdivision of the State of Arizona, ("County"), a permanent non-exclusive easement (the "<u>Easement</u>") for the construction, installation, maintenance, repair, operation, replacement and removal of a public street, road or highway bridge, (collectively "Purpose") including piers, embankments, girders and associated appurtenances (collectively, "Facilities") in, on, over, under, across and through the real property described on the attached **Exhibit A-1** (the "Property").

Grantor may use the Property for any purpose consistent with the exercise of the Easement by County. Grantor shall not add or remove any fill, excavate within the Property, or make any other use of the Property that is inconsistent with the Purpose of this Easement uses and agrees to maintain the Property at all times free of any debris, obstruction or encroachments.

County may, without notice and without prior institution of any suit or proceeding at law, remove any debris, obstruction or encroachment from the Property that threatens the integrity of the Facilities or blocks or impedes the intended public or County use of the Facilities. County will not replace, repair, or restore obstructions or encroachments within the Property, nor shall County reimburse Grantor for losses associated with damage or removal of the obstructions or encroachments. If Grantor places or allows to be placed any debris, obstruction or encroachment within the Property, County may remove said debris, obstruction or encroachment and Grantor shall reimburse County for the removal activities.

÷

County is responsible for the safe operation of the Facilities and shall have the right to establish and enforce regulations concerning use of the Property consistent with the terms of this Easement. County and/or the public may enter the Property at all reasonable times consistent with the Purpose of this Easement. Grantor has reviewed and approved the final plans for Sunset Road: I-10 to River Road including the plans for the Facilities. County agrees to maintain any bank stabilization of the Rillito River disturbed by the construction of the Facilities. Following any use of the Property for the Purpose of this Easement, County will reasonably restore the Property to its general condition existing prior to County's use.

This Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Property and shall be binding upon County and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Property and warrants the County title to and quiet enjoyment of the Easement. Upon execution, this Easement shall be recorded with the Pima County Recorder, Pima County Arizona. The grants, covenants and provisions herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

1 - 1 - L

GRANTOR:

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

 Jeffrey Teplitsky, Director
 Dated: _____

 Pima County Real Property Services
 Dated: _____

STATE OF ARIZONA)) ss COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of ______, 2022 by Jeffrey Teplitsky, Director, Pima County Real Property Services for and on the behalf of Pima County Flood Control District, a political taxing authority of the State of Arizona.

Notary Public

ŗ

Board of Supervisors Approval:				
Agent: JAR	File #: Acq-0980	Activity #:	P[] De[] Do[] E[X]	

Exhibit "G"

QUIT CLAIM DEED

For valuable consideration, Pima County Flood Control District, a political taxing authority of the State of Arizona, hereby quit claims to City of Tucson, a municipal corporation, all its right, title and interest in the following described property situate in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

All of that portion of River Road and its improvements, its connections to Ethan Crossing Lane, Samantha Grove Street, and Shannon Road. and Camino de la Tierra as shown in the Pima County Department of Transportation and Flood Control District's construction plans for River Road -Thornydale Road to Shannon Road, Bond No.: DOT-15, Capital Improvements Project No. TR 95-020, PCA No. 4TRCIT, and FHWA No. STP-PPM-O(51)P, said plans being on file in the offices of the County Engineer, Pima County, Arizona. lying within the corporate limit of the City of Tucson, Pima County, Arizona. as defined by said City of Tucson in Ordinance Number 8795 and depicted by the attached Exhibit "A".

4

For road, street right of way purposes covering existing River Road as establish by Road Proceedings No. 2955, recorded as Road Map Book 25 at Page 10, records of Pima County, Arizona; abandoned to the City of Tucson by Road Abandonment Proceedings A-02-08, recorded as Road Map Book 25 at Page 88, records of Pima County, Arizona; all in accordance with that certain Intergovernmental Agreement (IGA) between Pima County and the City of Tucson for Construction of River Road–Thornydale Road to Shannon Road dated July 6, 1999.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [X] Parcel []
Agent: JAR	File #:Pr-0246	Activity #: DOT/R of W	P[]De[]Do[]E[]

Dated this ____ day of _____, 20____.

ATTEST

Pima County Flood Control District

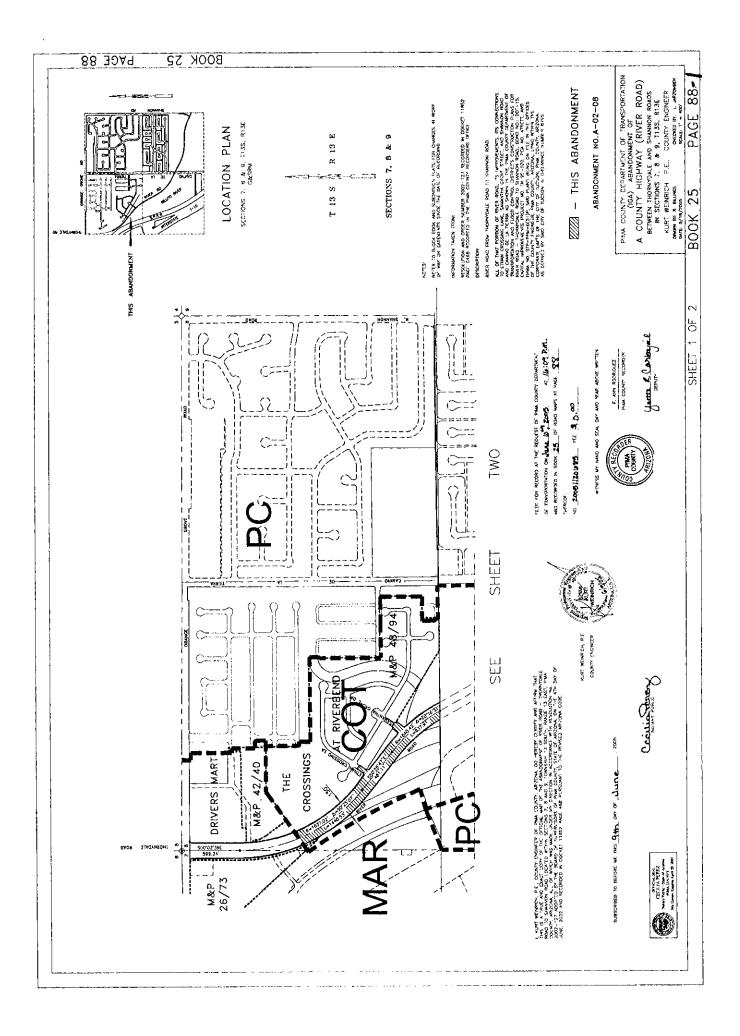
•

Clerk of the Board		Chair, Pima County Board of Directors
State of Arizona)	
)ss	
County of Pima)	

This instrument was acknowledged before me this ____ day of _____, 20____, by _____ as Chair of the Pima County Flood Control District Board.

Notary Public

My commission expires:



•

