



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 13, 2024

or Procurement Director Award:

* = Mandatory, information must be provided

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

GAC Star Valley, LLC, an Arizona limited liability company

***Project Title/Description:**

Development Agreement for the Acquisition of Off-Site Rights-of Way for Public Improvements

***Purpose:**

The DA outlines the sale of fee simple land from the District for the construction of new right-of-way, the sale of drainage easements from the District for the construction of drainage improvements and the acquisition of additional right of way from the ASLD that will allow for additional traffic lanes at the Valencia Road and Camino Verde intersection as part of the development of the GAC development plan.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

In 1987 Pima County adopted the Star Valley Specific Plan as a planned development of said property. Conditions were established for said development which included a requirement for a traffic study that was completed on December 12, 2021. The traffic study identified the need for off-site improvements including multiple additional travel lanes to Valencia Road at the Camino Verde Road intersection. A portion of the land on which these new right of way improvements are to be constructed including new travel lanes and drainage improvements are owned by the District and GAC will acquire these land areas from the District in both fee and easement. GAC will also acquire a portion of land that is currently existing right of way that is owned by the ASLD. Pima County is the current Grantee to an existing ASLD Right of Way lease that controls this portion of land and in order for GAC to accommodate the required right of way improvements they will be compensating Pima County for this land area and in turn Pima County will amend the existing lease with ASLD.

***Public Benefit:**

The acquisition of land for additional right of way improvements will allow for improved traffic flow in proximity to a new residential subdivision development.

***Metrics Available to Measure Performance:**

Application fees for future Right of Way costs and the cost for an appraisal for the fee simple land and drainage easement to be determined at a later date. The current cost paid by GAC is \$1,500.00 to cover cost of administrative staff time.

***Retroactive:**

No.

Attachment: Location Map

TO: COB 7-31-24(1)
VEX S. D
PGS: 17

JUL 29 24 PM 12:40 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): CT2400000015
Commencement Date: 8/13/24 Termination Date: 9/12/2024 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 1,500.00

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

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

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature:

Handwritten signatures in blue ink.

Date: 7/25/2024

Deputy County Administrator Signature:

Date: 7/26/2024

County Administrator Signature:

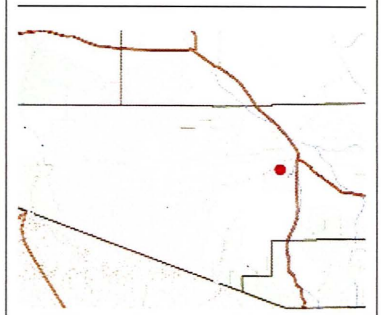
Date: 7/26/2024

Sale-0127: Star Valley Location Map

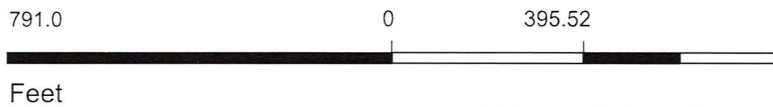


Legend

Parcels



Development Agreement Area



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

7/11/2024

DEVELOPMENT AGREEMENT
FOR THE ACQUISITION OF OFF-SITE RIGHTS-OF WAY FOR PUBLIC
IMPROVEMENTS

This Development Agreement for the Acquisition of Off-Site Rights-of-Way for Public Improvements (this "Agreement") is entered into by and between PIMA COUNTY, a political subdivision of the State of Arizona, (the "County") and GAC STAR VALLEY, LLC, an Arizona limited liability company (the "Developer").

RECITALS

A. Developer and County are entering into this Agreement pursuant to A.R.S. § 11-1101 *et seq.*

B. Developer owns that certain property that is being prepared for development in Sections 21 and 22, Township 15 South, Range 12 East, including Block 3 of Star Valley block plat, recorded in the Pima County Recorder's Office on November 7, 2002, at Book 56 of Maps and Plats, Page 55 (collectively, the "Property").

C. Legal title to the Property is held by Title Security Agency LLC, as trustee under Trust No. TR 202005-R. Developer is sole beneficiary of Title Security Agency LLC Trust No. TR 202005-R.

D. In 1987, County adopted the Star Valley Specific Plan (the "Specific Plan"), numbered Co23-87-01, relating to the planned development of the Property, as amended in 1992 and 1998.

E. Conditions have been established for the development of property by the Developer in order to promote orderly and efficient area development for the use and benefit of the public. The Star Valley Block 3 Traffic Impact Study (the "Study"), number P21TP00012, dated December 12, 2021, identified the need for certain off-site improvements, including multiple additional lanes at the Valencia Road/Camino Verde Road intersection as described in the Study, and activity number P23SC00003, Valencia Road at Camino Verde intersection improvements, collectively, the "Improvements".

F. A portion of the land on which these Improvements will need to be constructed, is described, and depicted in Exhibit A (the "ROW Property"), is owned by, and must be purchased from, the Pima County Flood Control District (the "District") so the County has authority and ownership over the ROW Property for the Improvements.

G. A second portion of the land on which Improvements will need to be constructed, (described and depicted in Exhibit B) (the “Drainage Easement Area”) is also owned by, and must be purchased from, the District for the purpose of obtaining a Drainage Easement Area.

H. A third portion of the land on which these Improvements will need to be constructed, described and depicted in Exhibit C) is owned by the Arizona State Land Department (“ASLD”). The County is the grantee of an existing ASLD Right-of-Way Lease No. 016-004932 issued on October 6, 1971, attached hereto as Exhibit D). In order to complete the contemplated Improvements depicted in Exhibit C, the ASLD Right-of-Way Lease will need to be amended to include additional ASLD property to accommodate the Improvements (hereinafter referred to as the “ASLD Amended Area”). A “Star Valley” monument sign currently exists in the area depicted in Exhibit C contemplated for Improvements, and Developer and County agree that it will be Developer’s sole responsibility and cost to remove the monument sign.

TERMS OF AGREEMENT

1. County Responsibilities. County agrees to apply for and purchase the ROW Property (identified in Exhibit A) from the District, subject to the terms provided herein to facilitate the construction of the Improvements. County further agrees to apply for and purchase Drainage Easement Area (identified in Exhibit B) from the District for the same purpose. Finally, County also agrees to apply for and work with the ASLD to effectuate an amendment to Right of Way Lease No. 016-004932 to include the ASLD Amended Area (identified in Exhibit C) for the Improvements. For complete clarity, only the ASLD Amended Area (identified in Exhibit C) shall require ASLD coordination and approval. The County shall not condition or delay the purchase the ROW Property (Exhibit A) or the Drainage Easement Area (Exhibit B) on the ASLD amendment process.

2. Developer Responsibilities. Developer agrees to pay County all costs and expenses associated with the County acquisition of ROW Property (Exhibit A), the Drainage Easement Area (Exhibit B), and the ASLD amendment for the ASLD Amended Area (Exhibit C). Costs shall include, but are not limited to: (i) all amounts required to be paid to the District for the acquisition of the ROW Property (Exhibit A); costs relating to the relocation of utilities having prior rights and additional, amounts paid to the District to acquire the Drainage Easement Area (Exhibit B); all costs associated with the ASLD application for the ASLD Amended Area (Exhibit C); and (iv) any administrative and closing costs incurred incidental to acquiring the ROW Property, Drainage Easement Area, and ASLD Amended Area. In addition, Developer shall pay one thousand five hundred dollars (\$1,500.00), as outlined in Section 3 below, to the County as consideration to cover the cost of County administrative staff time and incidental materials used to process said amendment application to ASLD for the ASLD Amended Area (the “Administrative Fee”). Developer will remove the “Star Valley” monument sign located in the area for contemplated Improvements at no cost to the County.

3. Method and Schedule of Payment. Developer shall pay the Administrative Fee to County no later than seven (7) business days following approval of this Agreement by the County. Said fee shall be non-refundable after submittal of the application to secure an amendment for the ASLD Amended Area. County shall invoice Developer for all other costs described herein as

they are incurred. Developer agrees to reimburse and pay County any invoiced amounts, as submitted, within thirty (30) days of invoice date.

4. Studies and Reports. Various studies and reports may be required pertaining to the Property and the construction of the proposed Improvements within the respective rights of way, including but not limited to cultural and historic studies, studies and surveys of plants and vegetation, environmental reports and studies, land surveys, maps, and property descriptions, engineering, hydrological and technical studies and reports. Said studies and reports shall be obtained by Developer at Developer's sole cost and expense to meet the requirements. Copies of said studies and reports shall be provided to the County.

5. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Developer agrees to indemnify, defend, and hold harmless County from any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Developer pertaining in any manner to the work performed within the ROW Property, Drainage Easement Area, or ASLD Amended Area. County does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the ROW Property, Drainage Easement Area, ASLD Amended Area, or the construction or installation of the Improvements, except as specifically provided herein. In the event that Developer's actions create a trespass situation, Developer shall pay any and all damages.

6. Notices. Notices shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Developer:

GAC Star Valley, LLC
ATTN: Sean T. Walters, Manager
6720 North Scottsdale Road, Suite 250
Scottsdale, AZ 85253
Phone: (480) 609-2323

County:

Real Property Services
ATTN: Jeffrey Teplitsky, Director
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215
Phone: (520) 724-6313

Other addresses may be designated in writing by County or Developer. Any such notice shall be deemed to have been given as of the date of delivery, if hand or courier delivered, or as of three days after the date of mailing, if mailed certified, return receipt requested, postage prepaid.

7. Assignment. This Agreement may not be assigned, conveyed, or transferred by Developer to another party except with County's prior written consent. Developer's assignee shall, in writing, assume all Developer's obligations under this Agreement and be bound by all its terms. County's consent to assignment of Developer's interest herein shall not be deemed consent to any further or additional assignment, nor shall County's consent to any such assignment release Developer from any obligations under this Agreement, notwithstanding the assumption by Developer's assignee of all of Developer's obligations.

8. Attorneys' Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to seek interpretation or construction of any term or provision of this

Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation, and other related expenses.

9. Relationship. This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between County and Developer, and it shall be construed strictly in accordance with its terms.

10. Integration Clause; No Oral Modification. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein. This Agreement may not be changed, modified, or rescinded, except in a writing, signed by the parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

11. Waiver. Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.

12. Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of a party's right to pursue other remedies available under this Agreement, at law or in equity.

13. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by County for certain conflicts of interest.

14. Further Cooperation. Each party to this Agreement agrees to cooperate by performing any further acts and by executing and delivering any and all additional monies, items, or documents which may be reasonably necessary to carry out the terms and provisions of this Agreement, and each party to this Agreement agrees that it will not act in any manner whatsoever which would hinder, impede, interfere or prohibit or make more onerous or difficult the performance of the other party hereto under this Agreement.

15. Remedies. No remedy or election hereunder shall be deemed to be exclusive but shall, wherever possible, be cumulative with all other remedies at or in equity.

16. Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Pima County, Arizona.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Adelita S. Grijalva,
Chair, Board of Supervisors

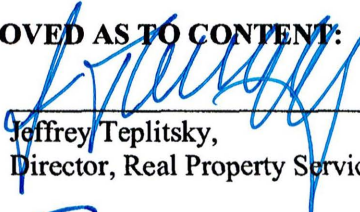
Date

ATTEST:

Melissa Manriquez,
Clerk of Board

Date

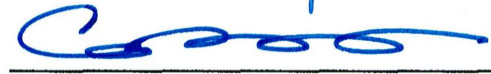
APPROVED AS TO CONTENT:



Jeffrey Teplitsky,
Director, Real Property Services

7/11/2024

Date



Carmine Debonis,
Deputy County Administrator, Public Works

7/26/2024

Date

APPROVED AS TO FORM:



Bobby Yu,
Deputy County Attorney

7/8/2024

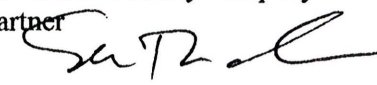
Date

DEVELOPER: GAC STAR VALLEY, LLC, an Arizona limited liability company

GAC Star Valley, LLC,
an Arizona limited liability company

By: TJS Star Valley LP,
an Arizona limited partnership
Its: Manager

By: AGS LLC,
an Arizona limited liability company
Its: General Partner



By: Sean T. Walters
Its: Manager

EXHIBIT A
ROW Property

[See attached]

**EXHIBIT A
LEGAL DESCRIPTION**

A portion of Lot 121 as described in Seq. 20131200526 and being a portion of the southeast one-quarter of Section 10, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of the southeast one-quarter of said Section 10, monumented by a 2" brass cap survey monument in casting, from which the northwest corner of said southeast one-quarter corner bears N 00°02'57" W (basis of bearing) a distance of 2645.71 feet as monumented by a MAG nail in pavement stamped "Pima County Survey";

THENCE upon the west line of said southeast one-quarter, N 00°02'57" W a distance of 75.00 feet to the northerly right-of-way line of Valencia Road as recorded in Book 8 of Road Maps, Page 88, records of said Pima County;

THENCE upon said northerly right-of-way line, N 89°47'35" E a distance of 40.00 feet to the easterly right-of-way line of Camino Verde as recorded in Book 6 of Road Maps, Page 90, records of said Pima County and the **POINT OF BEGINNING**;

THENCE upon said easterly right-of-way line, N 00°02'57" W a distance of 586.40 feet to a point on the north line of that parcel described in Sequence No. 20131200526, records of Pima County;

THENCE upon the north line of said parcel N 89°48'57" E a distance of 20.00 feet;

THENCE S 00°02'57" E parallel with and 60.00 feet easterly from the west line of the southeast one-quarter of said Section 10, a distance of 561.32 feet to the beginning of a tangent curve, concave northeasterly;

THENCE southeasterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 90°09'28", for an arc length of 39.34 feet to a point of cusp on the northerly right-of-way line of said Valencia Road;

THENCE along said north right-of-way line South 89°47'35" West a distance of 45.07 feet to the **POINT OF BEGINNING**.

The described parcel contains an area of 0.27 acres, more or less.

See Depiction of Exhibit "A" attached hereto and made a part hereof.

Prepared By:
Psomas

Project No. 7SVD190103
April 15, 2024



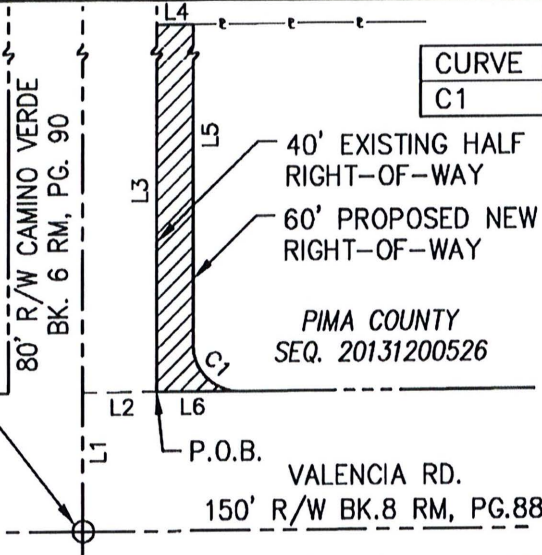
Genny Wallace Martin, AZ. R.L.S. 37933



DETAIL
SCALE: 1" = 100'

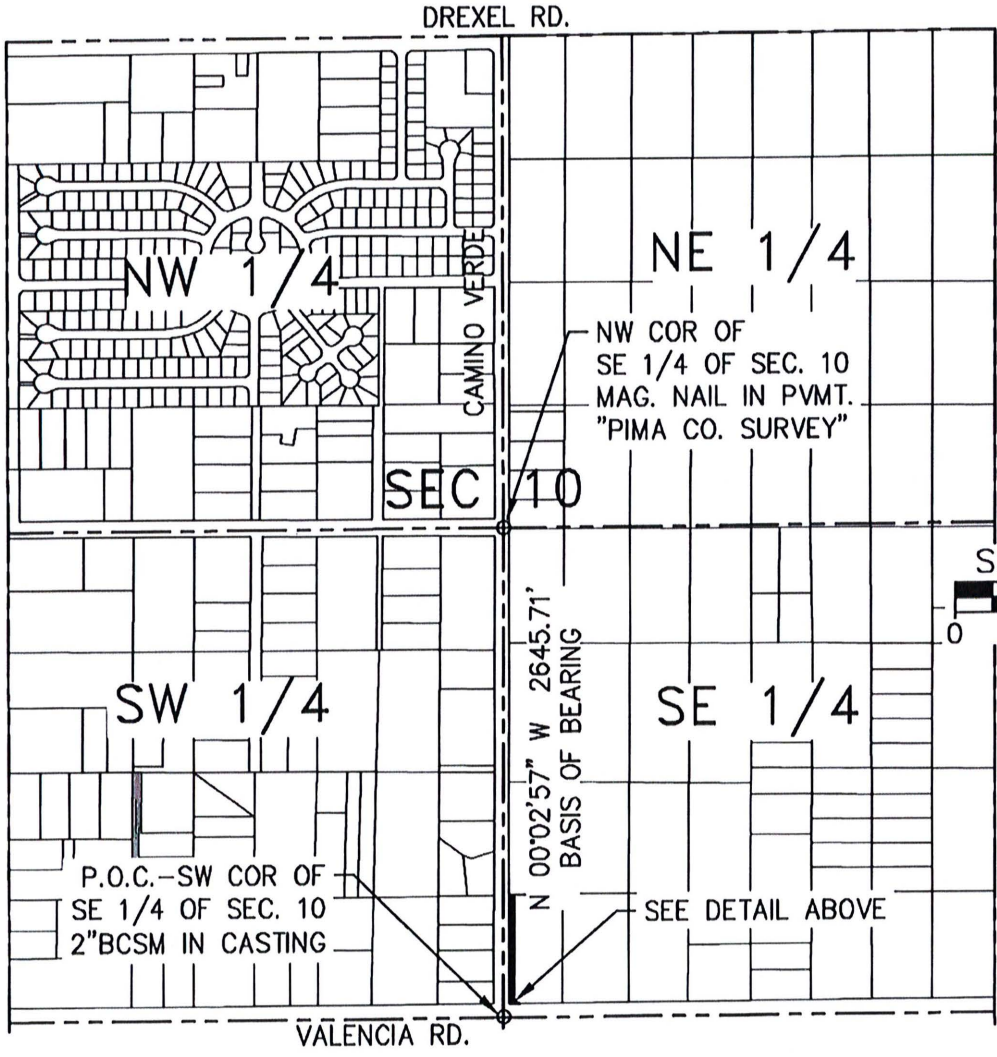
CURVE	RADIUS	ARC LEN	DELTA ANGLE
C1	25.00'	39.34'	90°09'28"

LINE	BEARING	DISTANCE
L1	N 00°02'57" W	75.00'
L2	N 89°47'35" E	40.00'
L3	N 00°02'57" W	586.40'
L4	N 89°48'57" E	20.00'
L5	S 00°02'57" E	561.32'
L6	S 89°47'35" W	45.07'



RIGHT-OF-WAY
AREA: ±11,976 S.F. (0.27 AC.)

I:\7SVD190103\Survey\Legals\Off Site Legals July 2023\PIMA COUNTY_R_W EXHIBIT.dwg 8.5x11 Portrait Last Saved: 9/29/2023 By: Genny.martin Plotted: 4/15/2024 8:59:01 AM



SCALE: 1" = 1000'
0 1000 2000



DEPICTION OF EXHIBIT "A"
RIGHT-OF-WAY

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10,
T-15-S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY,
ARIZONA; EXCLUDING THE NORTH 75.00 FEET THEREOF.

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300
www.psomas.com
7SVD190103

EXHIBIT B
Drainage Easement Area

[See attached]

**EXHIBIT B
LEGAL DESCRIPTION**

A portion Lot 121 as described in Seq. 20131200526 and being a portion of the southeast one-quarter of Section 10, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of the southeast one-quarter of said Section 10, monumented by a 2" brass cap survey monument in casting, from which the northwest corner of said southeast one-quarter corner bears N 00°02'57" W (basis of bearings) a distance of 2645.71 feet as monumented by a MAG nail in pavement stamped "Pima County Survey";

THENCE upon the west line of said southeast one-quarter, N 00°02'57" W a distance of 250.22 feet;

THENCE N 89°57'03" E a distance of 60.00 feet to a line lying 60.00 feet east of and parallel with the west line of the southeast one-quarter of said Section 10 and the **POINT OF BEGINNING**;

THENCE upon said parallel line, N 00°02'57" W a distance of 300.00 feet;

THENCE N 89°57'03" E a distance of 20.00 feet to a line lying 80.00 feet east of and parallel with the west line of the southeast one-quarter of said Section 10;

THENCE upon said parallel line S 00°02'57" E a distance of 300.00 feet;

THENCE South 89°57'03" West a distance of 20.00 feet to the **POINT OF BEGINNING**.

The described easement contains an area of 6,000 square feet (0.14 acres,) more or less.

See Depiction of Exhibit "B" attached hereto and made a part hereof.

Prepared By:
Psomas



Genny Wallace Martin, AZ. R.L.S. 37933

Project No. 7SVD190103
April 15, 2024



DETAIL

SCALE: 1" = 150'


80' R/W
CAMINO VERDE
BK. 6 RM, PG. 90

P.O.C.—SW COR OF
SE 1/4 OF SEC. 10
2"BCSM IN CASTING

PIMA COUNTY
SEQ. 20131200526

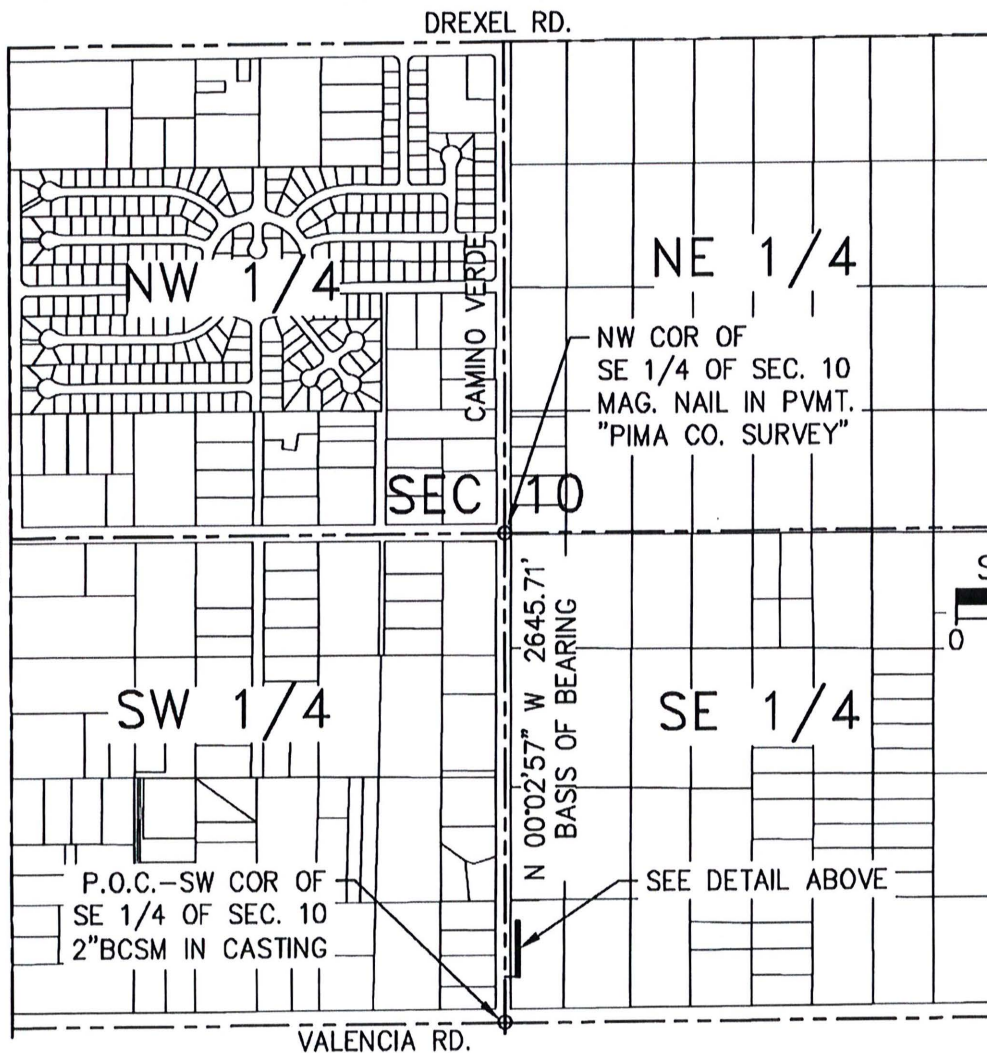
P.O.B.

LINE	BEARING	DISTANCE
L1	N 00°02'57" W	250.22'
L2	N 89°57'03" E	60.00'
L3	N 00°02'57" W	300.00'
L4	N 89°57'03" E	20.00'
L5	S 00°02'57" E	300.00'
L6	S 89°57'03" W	20.00'

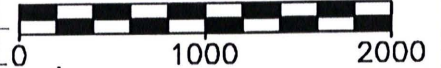
 DRAINAGE EASEMENT
AREA: ±6,000 S.F. (0.14 AC.)

VALENCIA RD.
150' R/W BK.8 RM, PG.88

T:\7SVD190103\Survey\Legals\Off Site Legals July 2023\PIMA COUNTY DRNG EXHIBIT.dwg 8.5x11 Portrait Last Saved: 4/15/2024 By: Genny.martin Plotted: 4/15/2024 9:27:10 AM



SCALE: 1" = 1000'



**DEPICTION OF EXHIBIT "B"
DRAINAGE EASEMENT**

A PORTION OF THE SOUTHEAST ONE-QUARTER OF
SECTION 10, T-15-S, R-12-E, GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA.

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300
www.psomas.com

7SVD190103

DATE: APRIL, 2024 • DRAWN BY: GM

PAGE 2 OF 2

EXHIBIT C
ASLD Amended Area

[See attached]

**EXHIBIT C
LEGAL DESCRIPTION**

A portion of the northeast one-quarter of Section 15, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the northwest corner of the northeast one-quarter of said Section 15, monumented by a 2" brass cap survey monument in casting, from which the southwest corner of said northeast one-quarter bears S 00°02'06" E (basis of bearings) a distance of 2642.90 feet as monumented by a concrete nail in pavement,

THENCE upon the west line of said northeast one-quarter, S 00°02'06" E a distance of 75.00 feet to the southerly right-of-way line of Valencia Road as recorded in Book 8 of Road Maps, Page 88, records of said Pima County;

THENCE upon said southerly right-of-way line, N 89°47'35" E a distance of 45.00 feet to the easterly right-of-way line of Camino Verde as recorded in Arizona State Land R/W 16-4932 and Book 24 of Road Maps, Page 62, records of said Pima County and the **POINT OF BEGINNING**;

THENCE upon said easterly right-of-way line, South 00°02'06" East a distance of 900.00 feet;

THENCE North 89°57'54" East a distance of 40.00 feet;

THENCE North 00°02'06" West parallel with and 85.00 feet easterly from the west line of the northeast one-quarter of said Section 15, a distance of 875.20 feet to the beginning of a tangent curve, concave southeasterly;

THENCE northeasterly upon the arc of said tangent curve, to the right, having a radius of 25.00 feet and a central angle of 89°49'41", for an arc length of 39.19 feet to a point of cusp on the southerly right-of-way line of said Valencia Road;

THENCE upon said southerly right-of-way line South 89°47'35" West a distance of 64.93 feet to the **POINT OF BEGINNING**.

The described parcel contains an area of 0.83 acres, more or less.

See Depiction of Exhibit "C" attached hereto and made a part hereof.

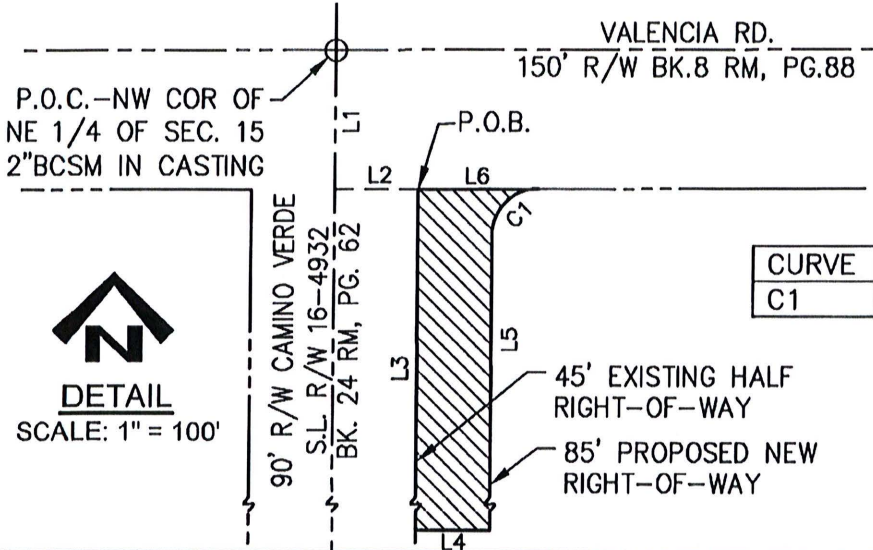
Prepared By:
Psomas

Project No. 7SVD190103
April 15, 2024



Genny Wallace Martin, AZ. R.L.S. 37933

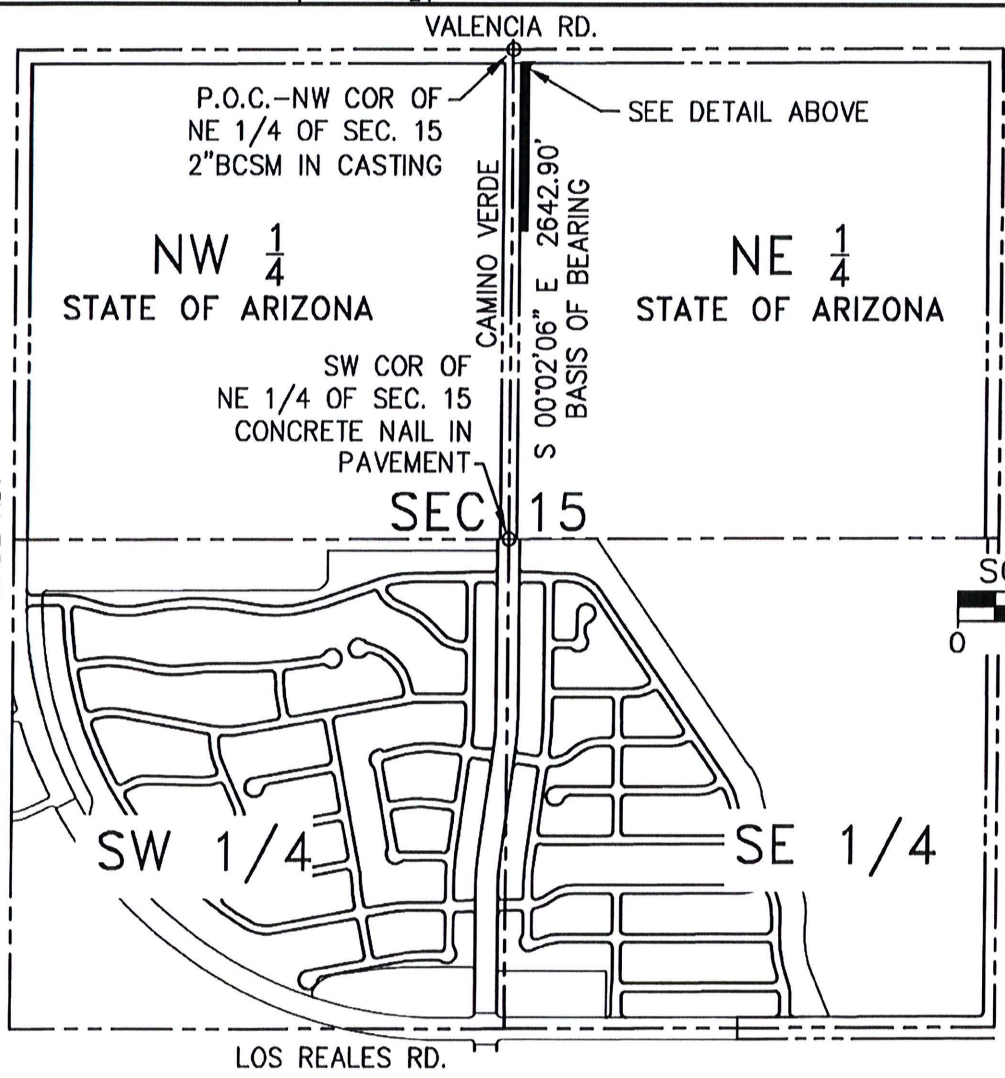
I:\7SVD190103\SURVEY\LEGIS\OFF SITE LEGIS July 2023\STATE LAND R_W EXHIBIT.dwg 8.5x11 Portrait Last Saved: 9/29/2023 By: Genny.martin Plotted: 4/15/2024 9:11:52 AM



LINE	BEARING	DISTANCE
L1	S 00°02'06" E	75.00'
L2	N 89°47'35" E	45.00'
L3	S 00°02'06" E	900.00'
L4	N 89°57'54" E	40.00'
L5	N 00°02'06" W	875.20'
L6	S 89°47'35" W	64.93'

CURVE	RADIUS	ARC LEN	DELTA ANGLE
C1	25.00'	39.19'	89°49'41"

RIGHT-OF-WAY LEASE AREA
AREA: ±36,136 S.F. (0.83 AC.)



Genny Martin

**DEPICTION OF EXHIBIT "C"
RIGHT-OF-WAY**

A PORTION OF THE NORTHEAST ONE-QUARTER OF
SECTION 15, T-15-S, R-12-E, GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA.

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300
www.psomas.com
7SVD190103

EXHIBIT D

ASLD Right-of-Way Lease No. 016-004932

[See attached]

Recommended by Listing:

- Carmen
- Duncan
- Gill
- Kessler
- LeMaster
- Little
- Murphy
- Ryan

Approved _____ Date _____

Book # 1789

Sale No. GR/W-146

County of Pima

Lease No. 4932

STATE LAND DEPARTMENT
STATE OF ARIZONA

RIGHT OF WAY
~~SOLD WITHOUT PUBLIC AUCTION~~
SOLD WITHOUT PUBLIC AUCTION

THIS INDENTURE, made and entered into this 6th day of October, 1971, by and between the STATE OF ARIZONA, hereinafter called the Grantor, and PIMA CO. BOARD OF SUPERVISORS, hereinafter called the Grantee.

WITNESSETH, that in accordance with the provisions of Section 37-461, Article 9, Arizona Revised Statutes, the Grantee herein has filed with the State Land Commissioner an application for a right-of-way for the purpose of constructing, operating and maintaining a road

_____ , and

WHEREAS, the said map and field notes thereon have been adopted by the Grantee herein as the line of definite location of the aforesaid right-of-way, and which said right-of-way map is herein referred to and made a part hereof as fully as though set out herein, and

WHEREAS, it is understood and agreed by the Grantee herein that, as a condition precedent to the granting of the right-of-way applied for, the land covered by the said right-of-way shall be used for no purpose other than the location, construction and maintenance of said right-of-way over and across the following State lands, to-wit:

STATE OF ARIZONA
LAND DEPARTMENT

10	8	71
MO.	DAY	YR.

PIMA CO BD OF SUPERV
1313 S MISSION RD
TUCSON AZ 85713

16	4932
KE	LEASE NUMBER

COUNTY	LOCATION			DESCRIPTION	ACRES	BEGIN ING C.E.	FUND
	SEC	TOWNSHIP	RANGE				
10	15	15	S 12 E	THRU W 45FT OF NE AND	5 45	M31	31 4
10	15	15	S 12 E	E 45FT OF NW		M31	31 4
LESSEE SIGNATURE:				DATE	TOTAL ACREAGE		
<u>PIMA COUNTY BOARD OF SUPERVISORS</u> <u>Dennis Weaver</u>				<u>10-15-71</u>	<u>5 45</u>		
COMMISSIONER: ASSISTANT LAND COMMISSIONER				DATE			

PLATTED ✓
11/4/71
PS

Camino Verde #1789

TO HAVE AND TO HOLD the same for so long as it may be used for the purpose designated, and subject to the conditions and reservations elsewhere set forth herein, for which the Grantee agrees to pay to the State of Arizona the sum of _____
said sum to be paid upon the execution of the within right-of-way contract.

IT IS UNDERSTOOD AND AGREED that in case the necessity for the right-of-way shall no longer exist, or the Grantee should abandon or fail to use the same, then this grant shall become void, and the right to use the land and all the rights granted hereunder shall revert to the State of Arizona, whereupon the Grantee agrees to execute and deliver a complete release of all right, title and interest therein.

This grant is, and shall be binding upon the said Grantee, his successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED that this right-of-way conveys no fee to the land described above and no rights to any of the minerals, oil, gas, coal, natural products, etc., in said land and the State of Arizona reserves the right to grant mineral and/or oil and gas leases upon said land.

IT IS FURTHER UNDERSTOOD AND AGREED that the said Grantee shall not fence the said right-of-way, nor exclude from the use of the surface thereof the State of Arizona or its lessees or grantees.

THE SAID GRANTOR further reserves the right to grant easements and rights-of-way over and across the lands described, ^{to others} ~~as long as the same do not interfere with the proper use of said right-of-way for the purposes of the right-of-way granted.~~

NOW THEREFORE, in accordance with the provisions of Section 37-461, Arizona Revised Statutes, and agreeable to the conditions heretofore set forth, the Grantee herein is hereby authorized to locate, construct, operate and maintain said right-of-way over and across the State land described herein.

The Lessee agrees to indemnify, hold and save Lessor harmless against all loss, damage, liability, expense, costs and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition or occupation of the land.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed at Phoenix, Arizona, and the Grantee herein has executed and properly signed the same on the date first above written.

STATE OF ARIZONA

State Land Commissioner

Louis C. Duncan

Deputy State Land Commissioner
ASSISTANT LAND COMMISSIONER

✓ *Dennis Weaver*

Grantee

11-7-57

-5009