

COB - BOSAIR FORM

01/28/2026 3:57 PM (MST)

Submitted by Lupe.Fimbres@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT RPS CT2600000007

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 02/17/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: State of Arizona, Department of Transportation

Project Title / Description: Purchase Agreement

Purpose: Sale of Pima County owned property to the State of Arizona for the I-10 improvement project. Sale-0141

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Pima County will receive revenue for approximately 1.5 acres of vacant land.

Public Benefit and Impact: Receipt of the revenue for surplus property.

Budget Pillar • Core functions & excellent service

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure Performance: An independent fee appraiser valued the Property at \$99,018.00. Pima County staff reviewed the appraisal and agreed with the value presented for the land. In addition

TO: COB, 2/4/26 (1)

VERSION: 0

FEB04'26AM1033PO

to the consideration paid for the property, the State will pay statutory interest on the land value from the date it began occupying the land until closing and an incentive of \$25,352.02 for timely acceptance of the offer.

Retroactive:

NO

Contract / Award Information

Record Number: CT RPS CT2600000007

Document Type: CT
Department Code: RPS
Contract Number: CT2600000007
Commencement Date: 02/17/2026
Termination Date: 02/16/2029

Total Expense Amount:
\$0.00

Total Revenue Amount:
\$124,370.02

Funding Source Name(s) Required: Transportation General Fund

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Real Property Services
Name: Jim Rossi
Telephone: 5207246318

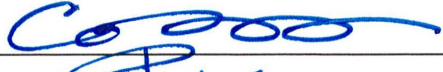
Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  For Director Date: 1/29/2026

Deputy County Administrator Signature:  Date: 2/3/2024
County Administrator Signature:  Date: 2/3/2024

ARIZONA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY GROUP

PURCHASE AGREEMENT

Title Company Security Title Agency Date -
 Address 2415 E. Camelback Rd., Suite 200 (to be completed by Title Company, if applicable)
 City Phoenix State AZ Zip Code 85016
 Escrow Officer Jason Bryant Phone 602-230-6271
 Escrow No. _____ Email jbryant@securitytitle.com
 Grantor Pima County, a political subdivision of the State of Arizona
 Mailing Address 130 W. Congress Street, Tucson, AZ 85701
 Phone (520) 724-6318 Mobile _____ Email jim.rossi@pima.gov

Grantee: The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION (the "State")
 Mailing Address: Arizona Department of Transportation, Right of Way Group
 205 South 17th Avenue, MD 612E, Phoenix, Arizona 85007-3212

The STATE shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees \$ -
 Title Policy Fees \$ -
TOTAL ESCROW & TITLE FEES \$ -

Recording Fees

Deed _____
 Easement \$ -
 Release \$ -
 \$ -
TOTAL RECORDING FEES \$ -

Other Charges

Release Fees \$ -
 Title Report Fee \$ -
 Prorated Taxes/Rents \$ -
 \$ -
TOTAL OTHER CHARGES \$ -
 Subtotal Fees \$ -

Title Report Credit (-) \$ -
TOTAL CLOSING COSTS \$ -

Land & Improvements* \$ 96,678.00
 Drainage Easement \$ 5.02
 Administrative Settlement \$ 2,334.98
 \$ -
 \$ -
 Total Purchase Price \$ 99,018.00

TOTAL WARRANT \$ 99,018.00**

*Title policy fees based on this amount only.

**Sum of "Total Closing Costs" and "Total Purchase Price" only.

THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated DD/MM/YYYY described in Exhibit "A" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the STATE OF ARIZONA by and through its DEPARTMENT OF TRANSPORTATION; title to said property to pass upon the acceptance of delivery and possession by the ARIZONA DEPARTMENT OF TRANSPORTATION

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

☐ **Total Acquisition of Grantor's Property:** Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

☒ **Partial Acquisition of Grantor's Property:** Partial release of all monetary liens and encumbrances, and leases of any kind. At the discretion of State, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

Permanent Easement(s): Consent by secured party(ies).

☐ **Other Disbursements:**

☐ **Security Deposits and Prepaid Rents, if Applicable:** Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

Possession Date: Close of escrow/date of recording.

☐ Special Conditions Right of Way Contract ☐ YES ☒ NO
☒ Entry Agreement*** ☒ YES ☐ NO

*** If yes, State shall pay statutory interest on the "Total Purchase Price" from 08/20/2025 to the close of escrow/date of recording directly to Grantor by separate warrant.

Special Instructions/Information:

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowners association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

The Escrow Agent is to withhold **\$0.00** as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. The State will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

The Grantor is to notify the Arizona Department of Transportation, Right of Way Group, of the date Grantor intends to vacate the subject property.

If cost-to-cure monies have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the State of Arizona, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the State of Arizona to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

The State will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the State of Arizona and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Director of the Arizona Department of Transportation and the final filing and recording of the documents.

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The Right of Way Group of the Arizona Department of Transportation will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the Arizona Department of Transportation."

If the State is acquiring only a portion of Grantor's property, then Grantor grants to the State, its agents, employees and contractors, the right to enter Grantor's remaining property as necessary for utility reconnection, driveway reconnection, facilitating removal of buildings or appurtenances where portions of acquired buildings or appurtenances are situated on Grantor's remaining property, and to facilitate sound wall construction on adjacent State-owned right of way, if required. It is further understood and agreed that this temporary right will expire and terminate thirty (30) days after completion of State's project.

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the State.

State is acquiring Grantor's property through its right of eminent domain under threat of condemnation; therefore, it is not a voluntary sale in the ordinary course of real estate negotiation. Further, the settlement herein is in lieu of condemnation and not admissible as evidence of value, nor for any other evidentiary purpose, in conjunction with any judicial or administrative proceeding.

GRANTOR SUBSURFACE IMPROVEMENT STATEMENT

1. I ☐ am ☒ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the _____ area of ADOT's acquisition. If aware of such improvements, please provide any information that may assist in locating same.
2. Well(s) ☐ Yes ☒ No Well Registration No(s): 55- _____
3. Well is located _____ within the acquisition area, _____ outside the acquisition area.
4. Irrigation Water Rights ☐ Yes ☒ No IGR Number: 58- _____

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

Conflict of Interest. This Purchase Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 which reads in part:

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

The Escrow Agent is to request the transfer of the well or irrigation water rights located within the acquisition area to the State.

Addendum attached hereto and made part hereof.

☐ YES

☒ NO

The STATE OF ARIZONA, by and through its DEPARTMENT

Notice of Pending Sale pursuant to A.R.S 33-1806.

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

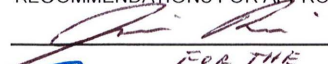
By _____
Myrlene Francis: RIGHT OF WAY AGENT

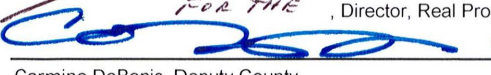
Chair, Board of Supervisors Date:

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

Attest: Melissa Manriquez, Clerk of Board Date:

RECOMMENDATIONS FOR APPROVAL

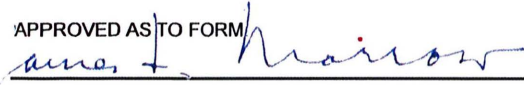


FOR THE _____, Director, Real Property Svcs
 2/3/2004

Carmine DeBonis, Deputy County
Administrator, Public Works

Accepted: STATE OF ARIZONA _____ 20____

APPROVED AS TO FORM



James Morrow, Deputy County Attorney

By _____
RIGHT OF WAY MANAGER

Accepted _____ Date: _____
ESCROW OFFICER

DESCRIPTION FOR FEE ESTATE

TRACT NO. 1:

That portion of the Grantor's property that is described in the following **PROPERTY DESCRIPTION** located in the Northeast quarter of the Southeast quarter (NE¼SE¼) of Section 32, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, which lies between said existing southwesterly right of way line of Interstate Highway 10 and the following described **NEW RIGHT OF WAY LINE**:

PROPERTY DESCRIPTION:

All that portion of the East half of the Southeast quarter (E½SE¼) of Section 32, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, lying southerly of the southerly right of way line of the Tucson - Benson Highway (I-10), described as follows:

BEGINNING at the Northwest corner of said East half of the Southeast quarter (E½SE¼) of Section 32;

thence South 89° 56' 00" East, along the North line of said Southeast quarter (SE¼) of said Section, 277.77 feet;

thence South 00° 14' 00" East, 208.8 feet;

thence South 89° 56' 00" East, 417.6 feet;

thence South 00° 14' 00" East, 827.68 feet;

thence North 89° 56' 00" West, 697.02 feet to the West line of said East half of the Southeast quarter (E½SE¼) of said Section;

thence North 00° 08' 30" West, along said West line of the East half of the Southeast quarter (E½SE¼), 1,036.46 feet to the TRUE POINT OF BEGINNING;

EXCEPTING therefrom the following described property:

(continued)

EXHIBIT "A"

PAGE 1

PROJECT: 010 PM 262 F0548

LOCATION: Country Club & Kino T.I.

PARCEL: 10-2132

010-E(232)S

(WD)

cg 10-23-2025

BEGINNING at a point on the West line of the East half of the Southeast quarter (E½SE¼) of said Section, 986.48 feet Southerly from the Northwest corner which point is distant 355.84 feet Northerly from the Southwest corner of the Northeast quarter of the Southeast quarter (NE¼SE¼) of said Section;

thence Easterly and parallel with the North line of said Southeast quarter (SE¼), 25.00 feet to the TRUE POINT OF BEGINNING;

thence Easterly and parallel with the North line of said Southeast quarter (SE¼), 208.8 feet;

thence Northerly and parallel with the West line of the East half of the Southeast quarter (E½SE¼) of said Section, 208.8 feet;

thence Westerly and parallel with the North line of said Southeast quarter (SE¼), 208.8 feet;

thence Southerly 208.8 feet to the TRUE POINT OF BEGINNING;

EXCEPTING a strip of land 100 feet wide, the centerline of which begins at a point 1,307.7 feet North of the Southeast corner of said quarter Section;

thence diagonally northwestward 2,430 feet, more or less, being the abandoned Railroad right of way; and

EXCEPT any portion lying within Ohio Street, Stewart Avenue and Treat Avenue.

NEW RIGHT OF WAY LINE DESCRIPTION;

COMMENCING at a 1 inch steel pipe with 1 ½ inch cap stamped “RLS 31591” marking the center quarter corner of said Section 32, being South 89°27’37” West 2643.72 feet from a 2 inch brass cap flush in pavement stamped “PCDOT” marking the East quarter corner of said Section 32;

thence along the East – West mid section line of said Section 32 North 89°27’37” East 712.56 to the existing Right of Way Centerline of Interstate Highway 10 (TUCSON – BENSON HIGHWAY);

thence along said existing Right of Way Centerline of Interstate Highway 10, South 57°03’39” East 839.03 feet;

thence South 32°56’21” West 150.00 feet to the POINT OF BEGINNING on said existing southwesterly right of way line of Interstate Highway 10;

(continued)

EXHIBIT “A”

PAGE 2

PROJECT: 010 PM 262 F0548
010-E(232)S

LOCATION: Country Club & Kino T.I.
(WD)

PARCEL: 10-2132
cg 10-23-2025

thence South 05°43'15" East 6.40 feet;

thence South 51°48'51" East 293.09 feet;

thence South 48°48'20" East 313.88 feet to the East right of way line of Stewart Avenue;

thence along said East right of way line of Stewart Avenue South 00°45'46" East 50.30 feet to the South line of the above described Property;

thence along said South property line North 88°53'55" East 104.71 feet;

thence South 00°43'39" East 209.91 feet;

thence North 89°34'28" East 165.46 feet;

thence South 00°44'59" East 160.91 feet to the POINT OF ENDING on the northerly right of way line of Missouri Street.

The Grantor's remaining abutting lands in said Northeast quarter of the Southeast quarter (NE¼SE¼) of Section 32 shall have no right or easement of access to or from said Interstate Highway 10.

The Access Control provisions set forth above shall be a covenant running with the land and shall be binding upon, and shall inure to the benefit of the State of Arizona, the landowners and their respective successors and assigns with respect to the property. The Access Control provisions shall also remain enforceable by the State of Arizona even if all or part of any roadway is abandoned to a local jurisdiction.

TRACT NO. 2:

The East 80.00 feet of the North 140 feet of the following described property:

The South 398.8 feet of the East 450 feet of Section 32, Township 14 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

TRACT NO. 3:

That portion of the Grantor's property that is described in the following **PROPERTY DESCRIPTION** located in the Southwest quarter of the Southwest quarter (SW¼SW¼) of Section 33, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, which lies westerly of a line that is parallel with and 80.00 feet easterly of the West line of said Section 33:

(continued)

EXHIBIT "A"

PAGE 3

PROPERTY DESCRIPTION:

All that parcel of land situated in and being a part of the Southwest quarter of Southwest quarter of Section 33, Township 14 South, Range 14 East, G&RBM, Pima County, Arizona, described as follows:

BEGINNING at a point on the west section line of said Section 33 bearing North 0° 16' 33" West a distance of 398.80 feet from the Southwest corner of said Section 33;

THENCE South 89° 41' 43" East a distance of 50.0 feet to the TRUE POINT OF BEGINNING on the east right of way line of Country Club Road, Establishment Proceedings #691;

THENCE South 89° 41' 43" East a distance of 6.69 feet to a point of curvature;

THENCE along the arc of a 1343.24 foot radius curve to the right a distance of 824.02 feet to a point of tangency;

THENCE South 54° 32' 48" East a distance of 137.80 feet to a point on the north right of way line of Irvington Road, Establishment Proceedings No. 948, said right of way line being 75.0 feet north of and parallel to the south line of said Section 33;

THENCE North 89° 39' 59" West along said north right of way line of Irvington Road a distance of 246.23 feet to a point on a curve where the radial line bears South 32° 25' 24" West;

THENCE along the arc of a 1203.24 foot radius curve to the left a distance of 674.51 feet to a point of tangency;

THENCE North 89° 41' 43" West a distance of 5.44 feet to a point on the east right of way line of Country Club Road aforesaid;

THENCE North 0° 18' 33" East along said east right of way line of Country Club Road a distance of 140.01 feet to the TRUE POINT OF BEGINNING.

Being Parcel #4 of that Final Order of Condemnation, Pima County Case No. 81032 in favor of Pima County, a body corporate and politic recorded October 29, 1973 in Book 4629, Page 180.

TOGETHER WITH the underlying fee interest in and to Country Club Road that adjoins the above described **PROPERTY**, if any.

EXHIBIT "A"

PAGE 4

PROJECT: 010 PM 262 F0548
010-E(232)S

LOCATION: Country Club & Kino T.I.
(WD)

PARCEL: 10-2132
cg 10-23-2025

DESCRIPTION FOR DRAINAGE EASEMENT

That portion of the Northwest quarter of the Northwest quarter (NW¼NW¼) of Section 32, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 2 inch brass cap in concrete flush stamped "RLS 31591" marking the Northwest corner of said Section 32, being North 00°56'13" West 2658.30 feet from a 2 inch aluminum cap flush in pavement stamped "RLS 31591 2011" marking the West quarter corner of said Section 32;

thence along the West line of said Section 32 South 00°56'13" East 427.34 feet to the existing right of way centerline of Interstate Highway 10 (TUCSON – BENSON HIGHWAY);

thence along said existing right of way centerline South 57°03'39" East 1098.18 feet;

thence South 32°56'21" West 150.00 feet to the POINT OF BEGINNING on the existing southwesterly right of way line of said Interstate Highway 10;

thence along said existing southwesterly right of way line South 57°03'39" East 45.98 feet to the easterly line of the Tucson Diversion Channel property;

thence along said easterly property line South 34°11'06" West 30.01 feet;

thence North 57°03'39" West 45.33 feet;

thence along said easterly property line North 32°56'21" East 30.00 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PAGE 5 (EASEMENT INTEREST ONLY)

PROJECT: 010 PM 262 F0548
010-E(232)S

LOCATION: Country Club & Kino T.I.
(DE)

PARCEL: 10-2132
cg 10-23-2025

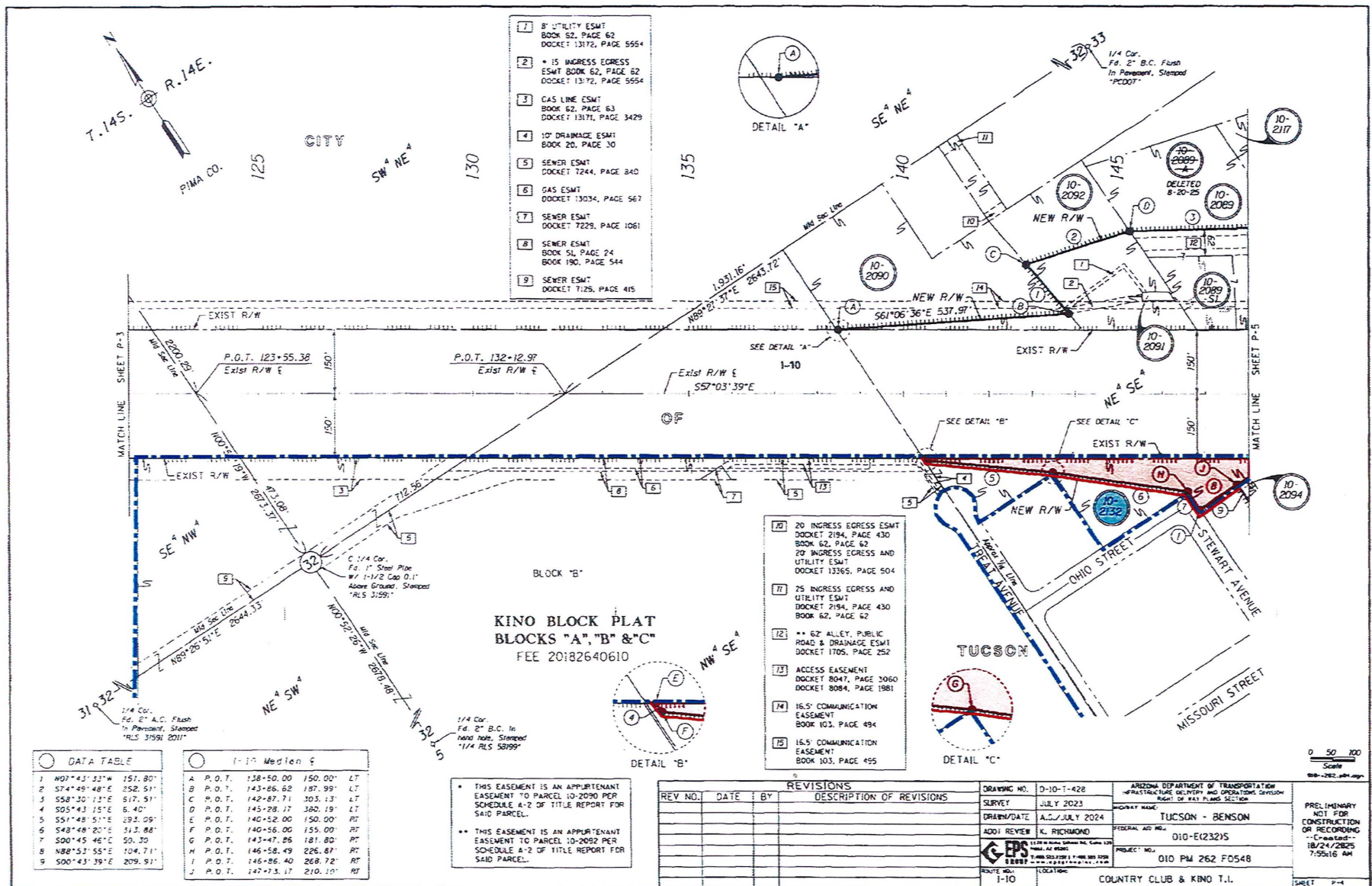


EXHIBIT A

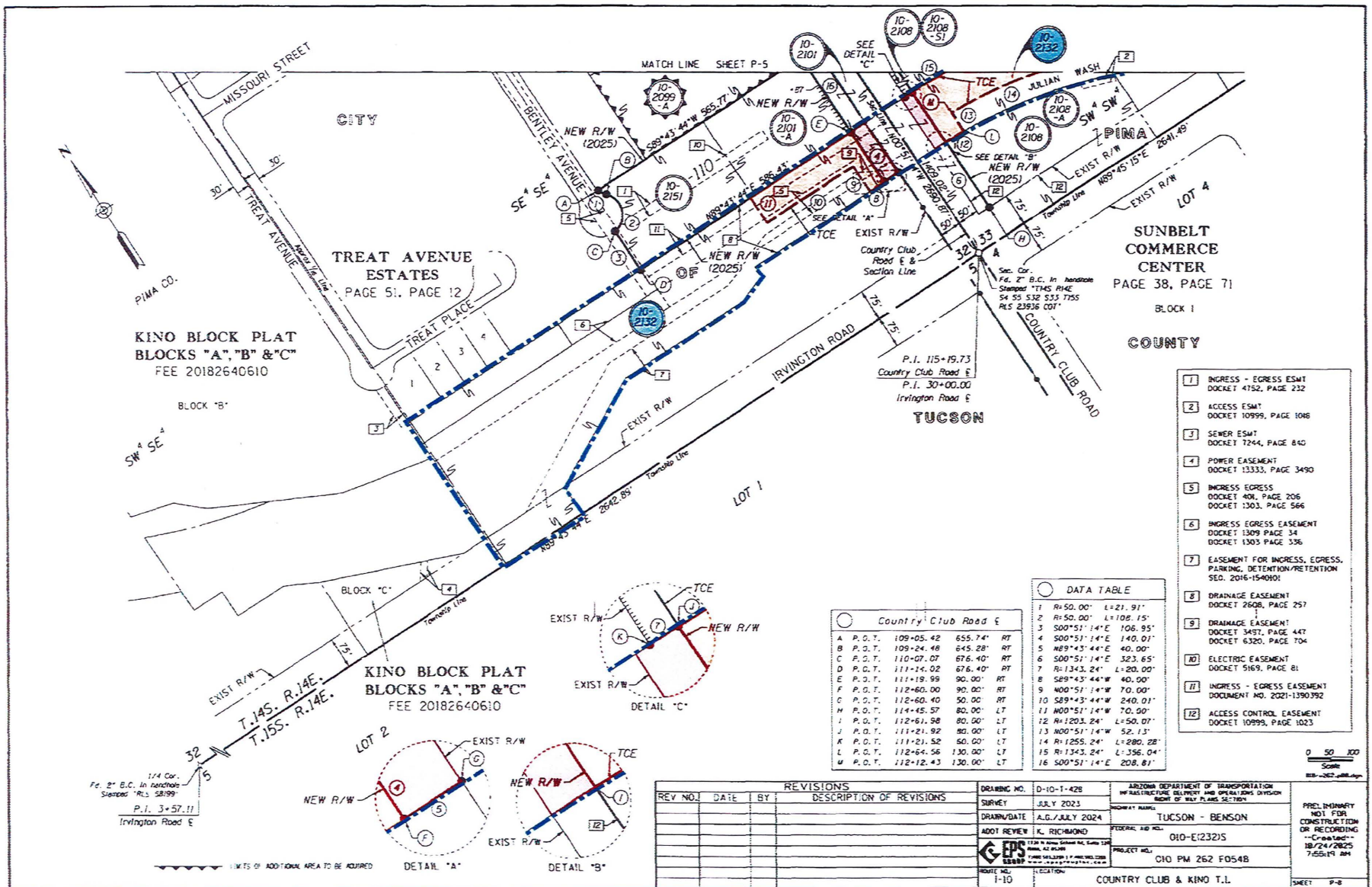


EXHIBIT A