# BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS 

Requested Board Meeting Date: November 22, 2016
or Procurement Director Award
Contractor/Vendor Name (DBA): State of Arizona, Department of Transportation (File Sale-0038)
Project Title/Description:
ADOT acquisition for Casa Grande - Tucson Highway, Ina Road Project (the "Project").

## Purpose:

The State of Arizona, Arizona Department of Transportation is requesting fee interest in certain County property, and a temporary construction easement. The property is located within a portion of the Pima County Sports Park and Tres Rios facility. Fee Interest $=58,322$ sq. feet; TCE $=35,827$ sq. feet (collectively the "Property"). The sale is being done under threat of condemnation, and is not a voluntary sale.

## Procurement Method:

Exempt pursuant to Pima County Code 11.04 .020

## Program Goals/Predicted Outcomes:

ADOT will construct road improvements along Ina Rd.

## Public Benefit:

Road Improvements along Ina Road, and Pima County will receive revenue in the amount of $\$ 1,127,116.48$.
Metrics Available to Measure Performance:
The Property was appraised by an independent appraiser retained by ADOT, and an internal adjustment was made to the appraised value by ADOT's staff appraiser and project manager, which was reviewed and agreed to by the County's Appraisal Supervisor and Real Property Services Manager.

## Retroactive:

NA

To: COB- 11.14 .16 (2)

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& \text { Plo. - } 24 \text { Addendum }
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## Original Information

Document Type:CTN Department Code: PW Contract Number (i.e., 15-123): $17^{*} 086$
Effective Date: 11/22/2016 Termination Date: 5/22/2017 Prior Contract Number (Synergen/CMS): $\qquad$
$\square$ Expense Amount: \$ $\qquad$ ® Revenue Amount: \$ 1,127,116.48
Funding Source(s):

Cost to Pima County General Fund: N/A
Contract is fully or partially funded with Federal Funds?
Were insurance or indemnity clauses modified?Yes $\boxtimes$ No $\square$ Not Applicable to Grant Awards

Vendor is using a Social Security Number?$\square$ Yes $\boxtimes$ No $\square$ Not Applicable to Grant Awards If Yes, attach the required form per Administrative Procedure 22-73.
Amendment Information
Document Type: $\qquad$ Department Code: $\qquad$ Contract Number (i.e.,15-123): $\qquad$
Amendment No. $\qquad$ AMS Version No.: $\qquad$
Effective Date: $\qquad$ New Termination Date: $\qquad$Expense $\square$ Revenue $\square$ Increase Decrease

Amount This Amendment: \$ $\qquad$
Funding Source(s):

Cost to Pima County General Fund: $\qquad$


| CONTRACT |
| :---: |
| NO. $1 / 1 n-P W-17-086$ |
| AMENDHENT NO. |
| This number must appeat on all invoices, correspondence and documents pertaining to this contrect. |

## DOCUMENT TITLE: PURCHASE AGREEMENT

Title Company Title Security of Arizona
Address 6640 North Oracle Road, Suite 120
City Tucson Arizona
Escrow Officer Rhonda Herrera
Escrow No.

# REVISED PURCHASE AGREEMENT 

Grantor Pima County, a political subdivision of the State of Arizona
Address 201 N. Stone Avenue 6th Floor, Tucson, Arizona 85701
Phone/Fax/Mobile/Email Attn: Bill Satterly, Pima County Real Property, 520-724-6318, Bill.Satterly@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 $\qquad$

| Recording Fees |  |
| :--- | :---: |
| Deed |  |
| Easement |  |
| Release |  |
| $\begin{array}{l}\text { TOTAL RECORDING FEES }\end{array}$ |  |



Title Report Credit (-)
Total Closing Costs
Land \& Improvements*
Cost to Cure
Temporary Construction Easement

Total Purchase Price
TOTAL WARRANT**

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 $3^{\text {rd }}$ 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.
$\boxtimes$ 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.

## $\triangle$ Easement(s): Consent to easement(s) by secured party(ies).

$\square$ Other Disbursements:
Q 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 $\square$ No $\boxtimes$ Entry Agreement ${ }^{* * *}$ Yes $\boxtimes$ No $\square$
*** If yes, State shall pay statutory interest on the "Total Purchase Price" from to the close of escrow/date of recording directly to Grantor by separate warrant.
$\square$ Special Instructions/Information:
*Title policy fees based on this amount only.
**Sum of "Total Closing Costs" and "Total Purchase Price" only.
THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated described in Exhibit " $A$ " attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the STATE OF ARIZONA by and through its DEPARTMENT OF TRANSPORTATION; title to said property to pass upon the acceptance of delivery and possession by the ARIZONA DEPARTMENT OF TRANSPORTATION.

## THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

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

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

The Escrow Agent is to withhold \$N/A as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. Grantor agrees the State may apply the security deposit to payment of any unpaid rents due the State from the Grantor, or to payment for any loss or damage sustained by the State caused by the Grantor after the date of this agreement. The State will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

The Grantor is to notify the Arizona Department of Transportation, Right of Way Group, of the date Grantor intends to vacate the subject property,
instructions to Escrow Agent: Deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

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

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

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

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

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

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims for damages or compensation to said abulting 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 settement 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.
$\square$ Yes $\boxtimes$ No Addendum attached hereto and made part hereof.
$\square$ Notice of Pending Sale pursuant to A.R.S 33-1806.
GRANTOR: PIMA COUNTY, a political subdivision of the State of Arizona Date:

SEE ATTACHED

By:
Its:

Accepted $\qquad$ Date

George Cardieri, Right of Way Agent
Acquisition Sciences, Ltd.

Approved by the Director of the
Arizona Department of Transportation $\qquad$ 20 $\qquad$

## The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION

By

Accepted: STATE OF ARIZONA 20 $\qquad$
By
RIGHT OF WAY MANAGER

Recommended to the Board of
Supervisors for Approval:


Deputy County Administrator-Public Works


Approved as to form:


GRANTOR: Pima County, a political subdivision

Chair, Pima County Board of Supervisors

Attest:

Robin Brigode, Clerk of the Board of Supervisors

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## DESCRIPTION FOR FEE ESTATE

## TRACT NO. 1:

That portion of the East half of the East half ( $\mathrm{E}_{1} / 2 \mathrm{E}^{1 / 2}$ ) of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3 inch brass cap marking the South quarter corner of Section 36, Township 12 South, Range 12 East, Gila and Salt River Meridian, being South $00^{\circ} 46^{\prime} 13^{\prime \prime}$ East 2641.31 feet from a 3 inch brass cap marking the Center quarter comer of said Section 36 ;
thence along the South line of said Section 36, also being the North line of said Lot 3 of Section 1, South $89^{\circ} 35^{\prime} 12^{\prime \prime}$ West 237.61 feet;
thence South $00^{\circ} 24^{\prime} 48^{\prime \prime}$ East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;
thence South $44^{\circ} 35^{\prime} 12^{\prime \prime}$ West 35.36 feet to the West line of said East half of the East half ( $E^{1 / 2 E^{1 / 2}}$ ) of Section 1;
thence along said West line North $00^{\circ} 39^{\prime} 41$ " West 25.00 feet to said existing South right of way line of Ina Road;
thence along said existing South right of way line North $89^{\circ} 35^{\prime} 12^{\prime \prime}$ East 25.11 feet to the POINT OF BEGINNING.

## TRACT NO. 2:

That portion of said East half of the East half $\left(\mathrm{E}^{1 / 2} \mathrm{E}^{1 / 2}\right)$ of Lot 3 of Section 1 described as follows:
COMMENCING said South quarter corner of Section 36;
thence along the South line of said Section 36, also being the North line of said Lot 3 of Section 1, South $89^{\circ} 35^{\prime} 12^{\prime \prime}$ West 24.16 feet;
thence South $00^{\circ} 24^{\prime} 48^{\prime \prime}$ East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road; (continued)

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thence along said existing South right of way line of Ina Road North $89^{\circ} 35^{\prime} 12^{\prime \prime}$ East 24.28 feet;
thence continuing along said existing South tight of way line of Ina Road North $89^{\circ} 24^{\prime} 25^{\prime \prime}$ East 34.87 feet;
thence South $00^{\circ} 35^{\prime} 35^{\prime \prime}$ East 15.00 feet;
thence South $89^{\circ} 24^{\prime} 25^{\prime \prime}$ West 34.89 feet;
thence South $89^{\circ} 35^{\prime} 12^{\prime \prime}$ West 24.31 feet;
thence North $00^{\circ} 24^{\prime} 48^{\prime \prime}$ West 15.00 feet to the POINT OF BEGINNING.

## TRACT NO. 3:

That portion of Lot 2 of said Section 1 described as follows:
COMMENCING said South quarter comer of Section 36;
thence along the South line of said Section 36, also being the North line of said Lot 2 of Section 1, North $89^{\circ} 24^{\prime} 25^{\prime \prime}$ East 310.73 feet;
thence South $00^{\circ} 24^{\prime} 48^{\prime \prime}$ East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;
thence along said existing South right of way line of Ina Road North $89^{\circ} 24^{\prime} 25^{\prime \prime}$ East 495.07 feet to the easterly line of the property owned by Pima County in said Lot 2 of Section 1;
thence along said easterly property line South $00^{\circ} 35^{\prime} 35^{\prime \prime}$ East 61.31 feet;
thence North $83^{\circ} 48^{\prime} 40^{\prime \prime}$ West 95.74 feet;
thence North $76^{\circ} 33^{\prime} 34^{\prime \prime}$ West 103.08 feet;
thence North $85^{\circ} 49^{\prime} 45^{\prime \prime}$ West 301.04 feet to the POINT OF BEGINNING.
(continued)

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## TRACTNO. 4:

That portion of Lots $6, \& 26$, INA ROAD INDUSTRIAL PARK, a subdivision of Pima County, Arizona, according to the record in the office of the County Recorder, Pima County, Arizona, in Book 24 of Maps and Plats, Page 58, and the abandoned right of way, streets, alleys, easements and drainage ways in said INA ROAD INDUSTRIAL PARK SUBDIVISION as recorded in Resolution under Proceeding No. 2026, Docket 4793, page 183, records of Pima County, Arizona, in the Northeast quarter ( $\mathrm{NE}^{1 / 4}$ ) of Section 1, Township 13 South, Range 12 East, and the Northwest quarter ( $\mathrm{NW} / 4$ ) of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, and of that portion of said Section 1 that is marked as "Excluded" on the plat of said INA ROAD INDUSTRIAL PARK Subdivision, described as follows:

COMMENCING at a 3 inch brass cap on 1 inch pipe marking the East quarter comer of said Section 1, being South $02^{\circ} 01^{\prime} 27^{\prime \prime}$ East 2615.93 feet from a 3 inch brass cap marking the Northeast corner of said Section 1;
thence along the East line of said Section 1, North $02^{\circ} 01^{\prime} 27^{\prime \prime}$ West 1163.36 feet to the POINT OF BEGINNING;
thence from a Local Tangent Bearing of North $45^{\circ} 22^{\prime 2} 1^{\prime \prime}$ West, along a curve to the Left, having a radius of 5683.87 feet, a length of 158.17 feet;
thence North $46^{\circ} 58^{\circ} 01^{\prime \prime}$ West 557.43 feet;
thence along a curve to the Right, having a radius of 5775.29 feet, a length of 317.11 feet to the existing southwesterly right of way line of Interstate Highway 10 (CASA GRANDE-TUCSON HIGHWAY);
thence along said existing southwesterly right of way line of Interstate Highway 10 South $50^{\circ} 50^{\prime} 58^{\prime \prime}$ East 175.00 feet;
thence continuing along said existing southwesterly right of way line of Interstate Highway 10 along a curve to the Right having a radius of 7610.44 feet, a length of 1078.30 feet;
thence continuing along said existing southwesterly right of way line of Interstate Highway 10 South $42^{\circ} 43^{\prime} 53^{\prime \prime}$ East 249.75 feet to the northwesterly line of Lot 7 of said INA ROAD INDUSTRIAL PARK Subdivision;
(continued)

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thence along said northwesterly line of Lot 7 South $47^{\circ} 16^{\prime} 07^{\prime \prime}$ West 26.98 feet；
thence North $43^{\circ} 21^{\prime} 20^{\prime \prime}$ West 267.20 feet；
thence along a curve to the Left having a radius of 5683.87 feet，a length of 200.08 feet to the POINT OF BEGINNING．

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## Arizona Department of Transportation TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant to the STATE OF ARIZONA, by and through its Department of Transportation, hereinafter termed Grantee, an exclusive temporary construction easement ("TCE") for use by its agents and contractors under Grantee's direction, for construction in connection with the construction of Project No. 010 PM 248 H8479 01C of the CASA GRANDE - TUCSON HIGHWAY (the "Project") across that certain real property situated in Pima County, Arizona, described as:

Those portions of Lots 2 and 3, in Section 1, Township 13 South, Range 12 East, and Lots 6 and 26 of INA ROAD INDUSTRIAL PARK, a subdivision of Pima County, Arizona, in Book 24 of Maps and Plats, Page 58, in said Section 1, and Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, as shown in red on the plat(s) attached hereto and made a part hereof (the "Property").

To the extent practicable, Grantee shall leave the Property in the same condition as existing immediately prior to Grantee's entry.

It is further understood and agreed that this TCE is to expire and terminate thirty (30) days after the completion of the Project.

Signed on the $\qquad$ day of $\qquad$ , 20 $\qquad$ .

## GRANTOR

See attached signature page

PRINTED NAME

PRINTED NAME
Approved by the Director of the Arizona Department of Transportation
PRINTED NAME
$\qquad$

PRINTED NAME
Accepted: STATE OF ARIZONA
$\qquad$ 20
By $\qquad$ Right of Way Manager

Dated this $\qquad$ day of , 2016

GRANTOR: Pima County, a political Subdivision

Chair, Pima County Board of Supervisors

ATTEST

Clerk of the Board




PIMA COUNTY, a political subdivision of the State of Arizona, the Grantor, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, does hereby grant, convey and warrant to the STATE OF ARIZONA, by and through its Department of Transportation, the Grantee, that certain real property situated in Pima County, Arizona, more particularly described as:

## SEE EXHIBIT "A" ATTACHED HERETO

## AND BY REFERENCE MADE A PART HEREOF.

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

The Grantor herein, in accordance with property repurchase rights pursuant to A.R.S. §28-7099, hereby elects and agrees to the following:
$\square$ Waives right of first refusal pursuant to A.R.S. §28-7099, and ADOT at its election, may use, or dispose of any remaining parcel pursuant to any means permitted by law;
$\qquad$ (initial) $\qquad$ (initial)
-OR-
$\square$ Possibly would re-purchase excess land, if any, and hereby requests proper notification by the Department should excess land become available;
$\qquad$ (initial) $\qquad$ (initial)

IN WITNESS WHEREOF, this instrument is executed this $\qquad$ day of $\qquad$ , 20 $\qquad$
SEE ATTACHED SIGNATURE PAGE
(SIGNATURE)
(SIGNATURE)
BY:
BY:
ITS:
ITS:
NOTARY CERTIFICATION
Capacity claimed by signer(s)

Entity(ies) Represented

Title of Signer
STATE OF )
County of
) SS
)
Before me, $\qquad$ the undersigned officer/notary on $\qquad$ , 20 $\qquad$ personally appeared
personally known -OR- $\square$ proved to me to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Approved by the Director of the Arizona Department of Transportation

IN WITNESS, my hand and official seal.
(Signature of Notary)
My commission expires: $\qquad$

SEAL HERE -
Accepted:
STATE OF ARIZONA
$\qquad$
$\qquad$
By $\qquad$
Right of Way Manager
Document Type: WD Parcel No.: 10-1611

Dated this $\qquad$ day of $\qquad$ 2016

GRANTOR: Pima County, a political Subdivision

Chair, Pima County Board of Supervisors

ATTEST

Clerk of the Board

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this $\qquad$ day of $\qquad$ 2016, by the Chair of the Pima County Board of Supervisors.

> Notary Public

My Commission Expires:

## DESCRIPTION FOR FEE ESTATE

## TRACT NO. 1:

That portion of the East half of the East half ( $\mathrm{E}^{1 / 2} \mathrm{E}^{1 / 2}$ ) of Lot 3 of Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a 3 inch brass cap marking the South quarter corner of Section 36, Township 12 South, Range 12 East, Gila and Salt River Meridian, being South $00^{\circ} 46^{\prime} 13^{\prime \prime}$ East 2641.31 feet from a 3 inch brass cap marking the Center quarter comer of said Section 36;
thence along the South line of said Section 36, also being the North line of said Lot 3 of Section 1, South $89^{\circ} 35^{\prime} 12^{\prime \prime}$ West 237.61 feet;
thence South $00^{\circ} 24^{\prime} 48^{\prime \prime}$ East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;
thence South $44^{\circ} 35^{\prime} 12^{\prime \prime}$ West 35.36 feet to the West line of said East half of the East half ( $\mathrm{E}^{1 / 2} \mathrm{E}^{1 / 2}$ ) of Section 1;
thence along said West line North $00^{\circ} 39^{\prime} 41^{\prime \prime}$ West 25.00 feet to said existing South right of way line of Ina Road;
thence along said existing South right of way line North $89^{\circ} 35^{\prime} 12^{\prime \prime}$ East 25.11 feet to the POINT OF BEGINNING.

## TRACT NO. 2:

That portion of said East half of the East half ( $\mathrm{E}_{1} / \mathrm{E} 1 / 2$ ) of Lot 3 of Section 1 described as follows:
COMMENCING said South quarter corner of Section 36;
thence along the South line of said Section 36, also being the North line of said Lot 3 of Section 1, South $89^{\circ} 35^{\prime} 12^{\prime \prime}$ West 24.16 feet;
thence South $00^{\circ} 24^{\prime} 48^{\prime \prime}$ East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road; (continued)

## EXHIBIT "置" PRGE 1

thence along said existing South right of way line of Ina Road North $89^{\circ} 35^{\prime} 12^{\prime \prime}$ East 24.28 feet；
thence continuing along said existing South right of way line of Ina Road North $89^{\circ} 24^{\prime} 25^{\prime \prime}$ East 34.87 feet；
thence South $00^{\circ} 35^{\prime} 35^{\prime \prime}$ East 15.00 feet；
thence South $89^{\circ} 24^{\prime} 25^{\prime \prime}$ West 34.89 feet；
thence South $89^{\circ} 35^{\prime} 12^{\prime \prime}$ West 24.31 feet；
thence North $00^{\circ} 24^{\prime} 48^{\prime \prime}$ West 15.00 feet to the POINT OF BEGINNING．

## TRACT NO．3：

That portion of Lot 2 of said Section 1 described as follows：
COMMENCING said South quarter comer of Section 36；
thence along the South line of said Section 36，also being the North line of said Lot 2 of Section 1，North $89^{\circ} 24^{\prime} 25^{\prime \prime}$ East 310.73 feet；
thence South $00^{\circ} 24^{\prime} 48^{\prime \prime}$ East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road；
thence along said existing South right of way line of Ina Road North $89^{\circ} 24^{\prime} 25^{\prime \prime}$ East 495.07 feet to the easterly line of the property owned by Pima County in said Lot 2 of Section 1；
thence along said easterly property line South $00^{\circ} 35^{\prime} 35^{\prime \prime}$ East 61.31 feet；
thence North $83^{\circ} 48^{\prime} 40^{\prime \prime}$ West 95.74 feet；
thence North $76^{\circ} 33^{\prime} 34^{\prime \prime}$ West 103.08 feet；
thence North $85^{\circ} 49^{\prime} 45^{\prime \prime}$ West 301.04 feet to the POINT OF BEGINNING．
（continued）
EXHIBIT＂片＂
P态正 2

PROJECT：010 PM 248 H8479
LOCATION：Ina Road T．I．
PARCEL：10－1611
010－D（216）S
（WD）
cg 10－07－2016

## TRACT NO. 4:

That portion of Lots $6, \& 26$, INA ROAD INDUSTRIAL PARK, a subdivision of Pima County, Arizona, according to the record in the office of the County Recorder, Pima County, Arizona, in Book 24 of Maps and Plats, Page 58, and the abandoned right of way, streets, alleys, easements and drainage ways in said INA ROAD INDUSTRIAL PARK SUBDIVISION as recorded in Resolution under Proceeding No. 2026, Docket 4793, page 183, records of Pima County, Arizona, in the Northeast quarter (NE1/4) of Section 1, Township 13 South, Range 12 East, and the Northwest quarter ( $\mathrm{NW} / 4$ ) of Section 6, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, and of that portion of said Section 1 that is marked as "Excluded" on the plat of said INA ROAD INDUSTRIAL PARK Subdivision, described as follows:

COMMENCING at a 3 inch brass cap on 1 inch pipe marking the East quarter corner of said Section 1, being South $02^{\circ} 01^{\prime} 27^{\prime \prime}$ East 2615.93 feet from a 3 inch brass cap marking the Northeast comer of said Section 1;
thence along the East line of said Section 1, North $02^{\circ} 01^{\prime} 27^{\prime \prime}$ West 1163.36 feet to the POINT OF BEGINNING;
thence from a Local Tangent Bearing of North $45^{\circ} 22^{\prime} 21^{\prime \prime}$ West, along a curve to the Left, having a radius of 5683.87 feet, a length of 158.17 feet;
thence North $46^{\circ} 58^{\prime} 01^{\prime \prime}$ West 557.43 feet;
thence along a curve to the Right, having a radius of 5775.29 feet, a length of 317.11 feet to the existing southwesterly right of way line of Interstate Highway 10 (CASA GRANDE-TUCSON HIGHWAY);
thence along said existing southwesterly right of way line of Interstate Highway 10 South $50^{\circ} 50^{\prime} 58^{\prime \prime}$ East 175.00 feet;
thence continuing along said existing southwesterly right of way line of Interstate Highway 10 along a curve to the Right having a radius of 7610.44 feet, a length of 1078.30 feet;
thence continuing along said existing southwesterly right of way line of Interstate Highway 10 South $42^{\circ} 43^{\prime} 53^{\prime \prime}$ East 249.75 feet to the northwesterly line of Lot 7 of said INA ROAD INDUSTRIAL PARK Subdivision;
(continued)

## EXHIBIT "叠" PAGE 3

thence along said northwesterly line of Lot 7 South $47^{\circ} 16^{\prime} 07^{\prime \prime}$ West 26.98 feet；
thence North $43^{\circ} 21^{\prime} 20^{\prime \prime}$ West 267.20 feet；
thence along a curve to the Left having a radius of 5683.87 feet，a length of 200.08 feet to the POINT OF BEGINNING．

## EXHIBIT＂䭪＂ P能邑4



