

### 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:

N/A

To: COB- 11-14-14 (2) Ver. - 1 Pgs. - 24 Addandum

Procure Dept 11/14/16 PMO9140

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):	
Expense Amount: \$		_ ⊠ Revenue Am	ount: \$ 1,127,116.48
Funding Source(s):			
Cost to Pima County Gener	al Fund: N/A		
*	funded with Federal Funds?	☐ Yes ⊠ No	☐ Not Applicable to Grant Awards
Were insurance or indemnit		☐ Yes ⊠ No	☐ Not Applicable to Grant Awards
Vendor is using a Social Se	•	 ☐ Yes ⊠ No	☐ Not Applicable to Grant Awards
· ·	orm per Administrative Proced	ure 22-73.	
Amendment Information			
Document Type:	Department Code:	Contract	Number (i.e.,15-123):
	Amendment No.: AMS Version No.:		
Effective Date: New Termination Date:			
Expense Revenue Increase Decrease Amount This Amendment: \$			
Funding Source(s):			
***			
Cost to Pima County Gener	al Fund:		
	enter entre entre en entre		
Contact: Rita Leon			
Department: Real Property Services Telephone: 724-6462			
Department Director Signature/Date: 11-1-2066			
Deputy County Administrator Signature/Date:			
County Administrator Signature/Date:			
(Required for Board Agenda/Adde	naum Items)		

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	Charles 60 m 1		- /	
-	CONTR	ACT	_	
NO. CTA	1-PW-	17-	086	
AMENDME	VT NO	+=ecococociospopoum		See
This number	· must a	opear (	on all	
invoices,	correspond	ence	and	
documents	pertaining	to	this	
contract.				

DOCUMENT TITLE: PURCHASE AGREEMENT

### ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY GROUP

#### **REVISED PURCHASE AGREEMENT**

Title Company Title Security of Arizona	Date
Address 6640 North Oracle Road, Suite 120	(to be completed by Title Company, if applicable)
City Tucson Arizona	Zip Code 85704
Escrow Officer Rhonda Herrera	Phone 520-219-6451
Escrow No.	Fax No. <u>520-202-6270</u>
Grantor Pima County, a political subdivision of the State of A	
Address 201 N. Stone Avenue 6th Floor, Tucson, Arizona 857	
Phone/Fax/Mobile/Email <u>Attn: Bill Satterly, Pima County Real F</u>	Property, 520-724-6318, Bill.Satterly@pima.gov
Grantee: The STATE OF ARIZONA, by and through its DEP. Mailing Address: Arizona Department of Transportation, Right of Wa 205 South 17th Avenue, MD 612E, Phoenix, Arizon	ny Group na 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:	Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):
plus all lawful costs incidental to closing as follows.	Total Acquisition of Grantor's Property: Full release of all
Escrow Fees	monetary liens and encumbrances, and leases of any kind. Pay in full
Title Policy Fees	all due and delinquent real property taxes and general and special
TOTAL ESCROW & TITLE FEES \$0.00	improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants,
Recording Fees	Conditions and Restrictions. Prorate the current year's real property
Deed	taxes on closings that occur on or after the 3rd Monday of August
Easement	each year. Escrow Agent shall withhold the prorated amounts from
Release	each party and pay the lien of the current year's taxes in full.
And the second s	□ Partial Acquisition of Grantor's Property: Partial release of all
TOTAL RECORDING FEES \$0.00	monetary liens and encumbrances, and leases of any kind. At the
	discretion of State, pay due and delinquent property taxes and
Other Charges	general and special improvement assessments, including full
Release Fees SRVWUA Fee	payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase.
Prorated Taxes/Dates	The current year's taxes shall <u>not</u> be prorated regardless of the
	closing date.
TOTAL OTHER CHARGES \$0.00	-
Cultitatal Face #0.00	$\boxtimes$ Easement(s): Consent to easement(s) by secured party(ies).
Subtotal Fees\$0.00	Other Disbursements:
Title Report Credit (-)	Other Dispulsements.
Total Closing Costs \$0.00	Security Deposits and Prepaid Rents, if Applicable: Grantor
#507.007.00	agrees to return all security deposits and prepaid rents directly to
Land & Improvements* \$527,367.00 Cost to Cure \$561,343.00	lessee(s) outside of escrow.
Temporary Construction Easement \$38,406.48	
	Possession Date: Close of escrow/date of recording.
	Special Conditions Right of Way Contract Yes ☐ No ☒
	Entry Agreement*** Yes No 🗌
Total Purchase Price \$1,127,116.48	*** If yes, State shall pay statutory interest on the "Total
TOTAL WARRANT**	Purchase Price" from to the close of escrow/date of
	recording directly to Grantor by separate warrant.
	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 <u>\$ N/A</u> 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 filling 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 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.

	The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION	
☐ Notice of Pending Sale pursuant to A.R.S 33-1806.	Ву	
GRANTOR: PIMA COUNTY, a political subdivision of the State of Arizona Date:	George Cardieri, Right of Way Agent Acquisition Sciences, Ltd.	
SEE ATTACHED  By:	Approved by the Director of the Arizona Department of Transportation 20	
ts:	Accepted: STATE OF ARIZONA 20	
AcceptedDate	ByRIGHT OF WAY MANAGER	

PROJECT <u>010 PM 248 H8479 01R</u>

SECTION In a Road T.I.

PARCEL 10-1611

Recommended to the Board of Supervisors for Approval:

By Lact LaceCa  Chris Cawein, Director  Natural Resource, Parks and Recreation	By Jenkins, Director Regional Waste Water Reclamation
By Neil Konigsberg, Manager Real Property Services	
By John Bernal, Deputy County Administrator-Public Works	Approved as to form:    Tobin Rosen, Deputy County Attorney
GRANTOR: Pima County, a political subdivision	
Chair, Pima County Board of Supervisors	
Attest:	
Robin Brigode, Clerk of the Board of Supervisors	

### DESCRIPTION FOR FEE ESTATE

### TRACT NO. 1:

That portion of the East half of the East half (E½E½) 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°46'13" East 2641.31 feet from a 3 inch brass cap marking the Center quarter corner 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°35'12" West 237.61 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

thence South 44°35'12" West 35.36 feet to the West line of said East half of the East half (E½E½) of Section 1;

thence along said West line North 00°39'41" 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°35'12" East 25.11 feet to the POINT OF BEGINNING.

### TRACT NO. 2:

That portion of said East half of the East half (E½E½) 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°35'12" West 24.16 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

(continued)

## EXHIBIT "A" PAGE 1

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

thence along said existing South right of way line of Ina Road North 89°35'12" East 24.28 feet;

thence continuing along said existing South right of way line of Ina Road North 89°24'25" East 34.87 feet;

thence South 00°35'35" East 15.00 feet;

thence South 89°24'25" West 34.89 feet;

thence South 89°35'12" West 24.31 feet;

thence North 00°24'48" 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 corner 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°24'25" East 310.73 feet;

thence South 00°24'48" 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°24'25" 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°35'35" East 61.31 feet;

thence North 83°48'40" West 95.74 feet;

thence North 76°33'34" West 103.08 feet;

thence North 85°49'45" West 301.04 feet to the POINT OF BEGINNING.

(continued)

## EXHIBIT "A" PAGE 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 (NE½) of Section 1, Township 13 South, Range 12 East, and the Northwest quarter (NW½) 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°01'27" 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°01'27" West 1163.36 feet to the POINT OF BEGINNING;

thence from a Local Tangent Bearing of North 45°22'21" West, along a curve to the Left, having a radius of 5683.87 feet, a length of 158.17 feet;

thence North 46°58'01" 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°50'58" 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°43'53" East 249.75 feet to the northwesterly line of Lot 7 of said INA ROAD INDUSTRIAL PARK Subdivision;

(continued)

## EXHIBIT "A" PAGE 3

010-D(216)S

thence along said northwesterly line of Lot 7 South 47°16'07" West 26.98 feet;

thence North 43°21'20" 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 "A" PAGE 4

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Efficiency

1-10

RIGHT OF WAY FOR DITCHES AND CANALS EX 32 OF DEEDS PG 627

35 ACCESS ACRESUSAT CRANTING RAW ENTRY CKT 12457 PC 2669

37 RAW FOR BAIL-ROAD FURPOSES RAW PRIX CES254

32) P NO ACCESS ESHT DAT BIES PO 1572

25 6' PUBLIC REPROVEMENT ESMT OKT 12851 PG 4625

DX1 1214 PG 582 DX1 1255 PC 131 DX1 1255 PC 131

20 20' SEWER ESUT OKT GIOT PG HODO

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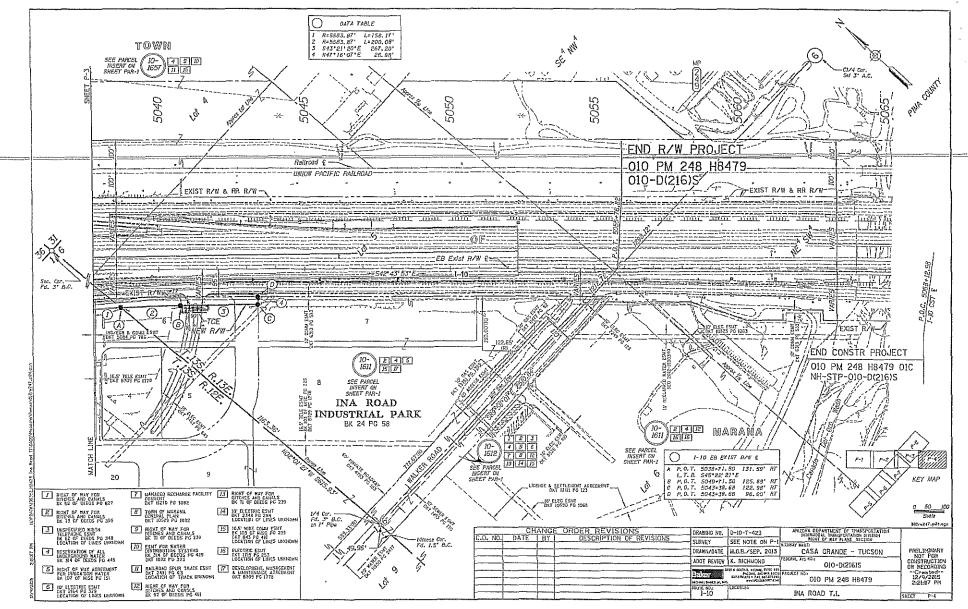
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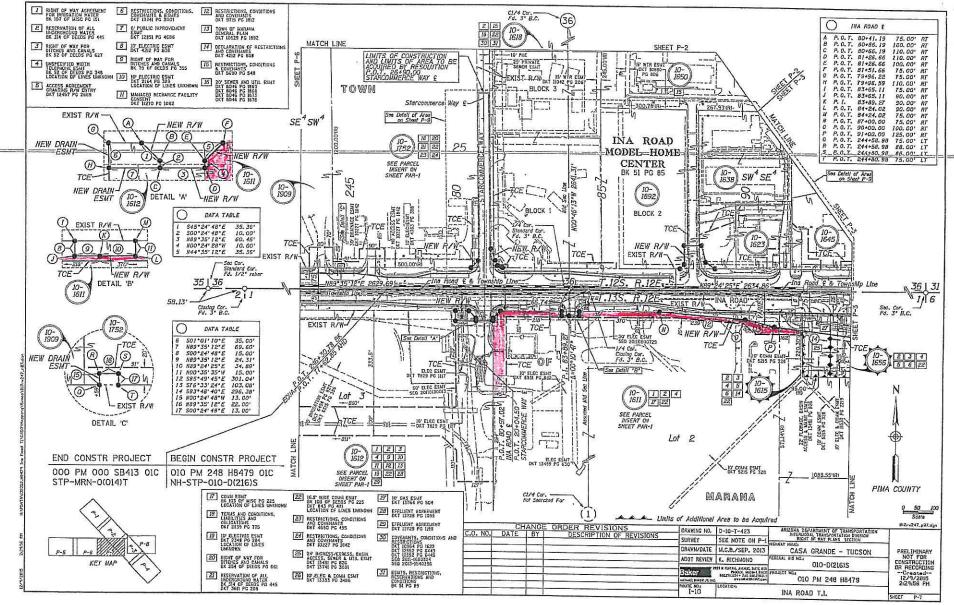
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Q10 PM 248 H8479

INA ROAD T.I.





### 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.

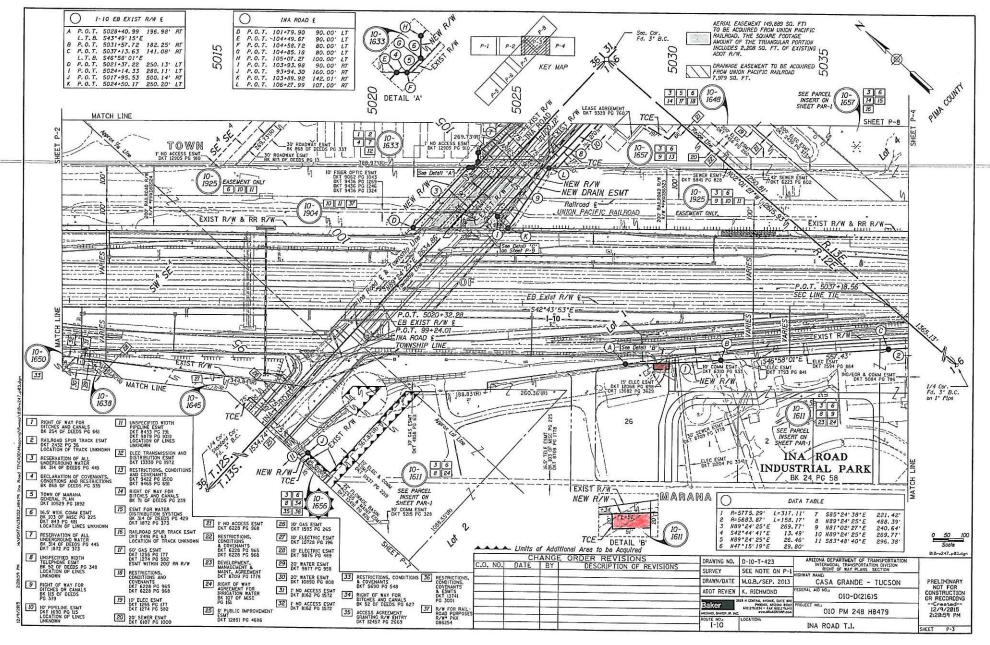
It is further understood and agreed that this TCE is to expire and terminate thirty (30) days after the completion of the Project.

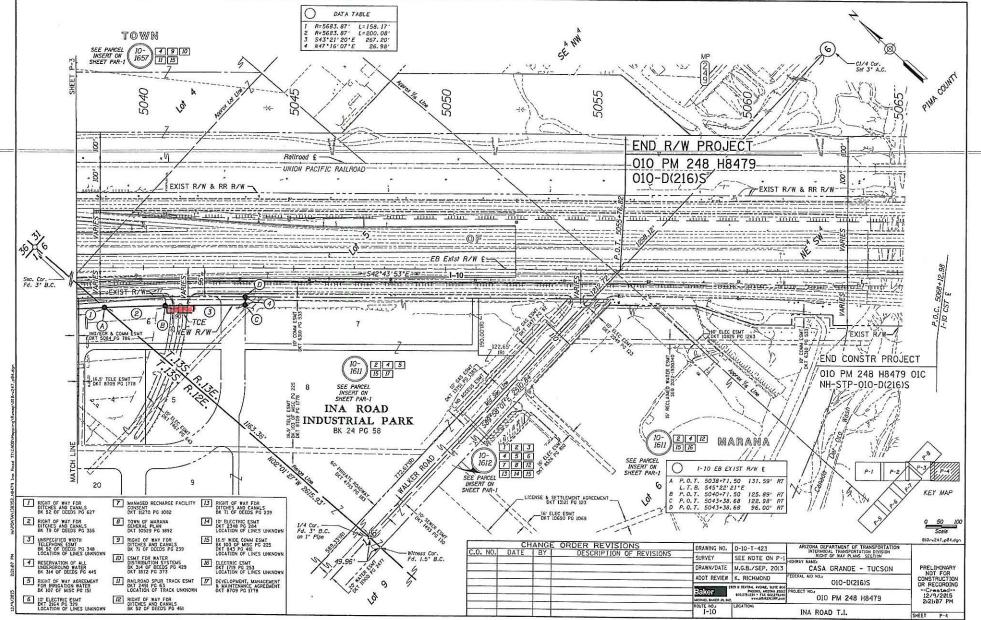
Signed on the day of	, 20
GRANTOR	
See attached signature page	
PRINTED NAME	PRINTED NAME
PRINTED NAME	PRINTED NAME
Approved by the Director of the Arizona Department of Transportation	Accepted: STATE OF ARIZONA
, 20	, 20
(Date Only)	ByRight of Way Manager
PROJECT: 010 PM 248 H8479	LOCATION: Ina Road T.I. PARCEL: 10-1611

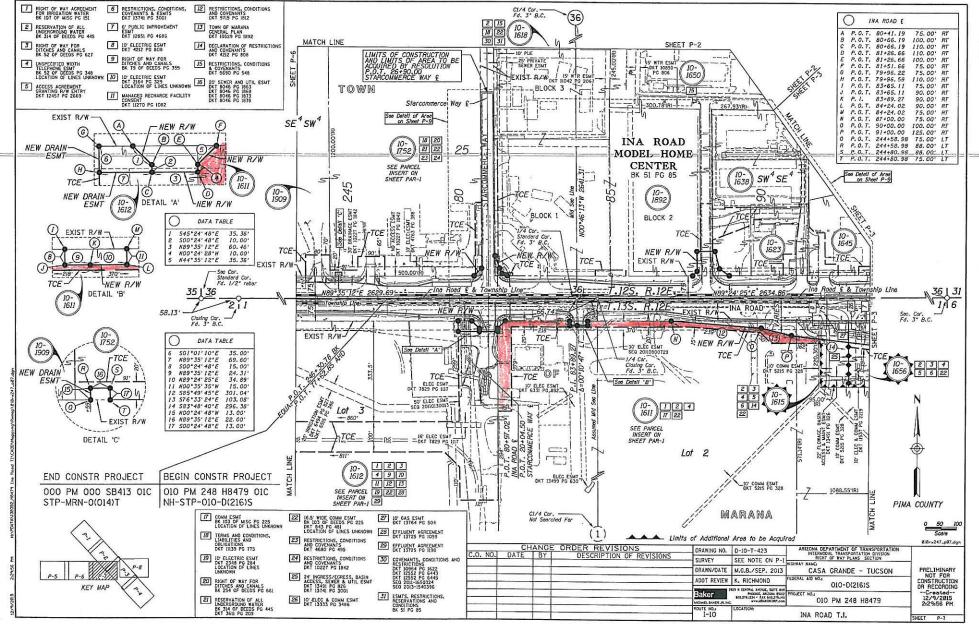
PROJECT: 010 PM 248 H8479 010-D(216)S

**LOCATION:** Ina Road T.I.

Dated this	day of	, 2016
GRANTOR: Pin	na County, a poli	itical Subdivision
Chair, Pima Coun	nty Board of Sup	ervisors
ATTEST		
Clerk of the Board	d	







WHEN RECORDED RETURN TO ARIZONA DEPARTMENT OF TRANSPORTATION, R/W OPERATIONS SEC. 205 S. 17th Ave., MD 612E PHOENIX, AZ 85007-3212 Escrow No.

EXEMPT FROM AFFIDAVIT BY A.R.S. §11-1134-A-3

### ARIZONA DEPARTMENT OF TRANSPORTATION

### WARRANTY DEED

**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.

**PROJECT:** 010 PM 248 H8479 **LOCATION:** Ina Road T.I. **PARCEL:** 10-1611

010-D(216)S sw 10-27-2015

The Grantor herein, in accordance with property repurchas agrees to the following:	se rights pursuant to A.R.S. §28-7099, hereby elects and	
☐ Waives right of first refusal pursuant to A.R.S. §28-709 remaining parcel pursuant to any means permitted by la(initial)(initial)		
-OR-		
☐ Possibly would re-purchase excess land, if any, and should excess land become available;(initial)(initial)	hereby requests proper notification by the Department	
IN WITNESS WHEREOF, this instrument is executed this	day of	
SEE ATTACHED SIGNATURE PAGE (SIGNATURE)	(SIGNATURE)	
BY:	BY:	
ITS:	ITS:	
NOTARY CER  Capacity claimed  Individual(s) ☐ Attorney-in-fact  Corporate ☐ Partnership	d by signer(s)	
ENTITY(IES) RE	EPRESENTED	
TITLE OF S	SIGNER	
STATE OF ) ) SS		
COUNTY OF )		
Before me,(Name of Notary)	, the undersigned officer/notary	
on, 20 personally appe	eared	
□ personally known -OR- □ proved to me to be the	IN WITNESS, my hand and official seal.	
person(s) whose name (s) is/are subscribed to the	(Signature of Notary)	
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.	My commission expires:	
	SEAL HERE	
Approved by the Director of the Arizona Department	Accepted: STATE OF ARIZONA	
of Transportation		
	Ву	
	Right of Way Manager	

Document Type: WD Parcel No.: 10-1611

Dated this	day of	., 2016	
GRANTOR: Pima	County, a political Subdiv	ision	
Chair, Pima County	Board of Supervisors	_	
ATTEST			
Clerk of the Board	***************************************		
State of Arizona) County of Pima)	SS		
	s acknowledged before me	this day of	2016 by the Chair of the
Pima County Board		Notary Public	
My Commission Ex	xpires:	roang rabate	

### DESCRIPTION FOR FEE ESTATE

### TRACT NO. 1:

That portion of the East half of the East half (E½E½) 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°46'13" East 2641.31 feet from a 3 inch brass cap marking the Center quarter corner 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°35'12" West 237.61 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

thence South 44°35'12" West 35.36 feet to the West line of said East half of the East half (E½E½) of Section 1;

thence along said West line North 00°39'41" 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°35'12" East 25.11 feet to the POINT OF REGINNING.

### TRACT NO. 2:

That portion of said East half of the East half (E½E½) 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°35'12" West 24.16 feet;

thence South 00°24'48" East 75.00 feet to the POINT OF BEGINNING on the existing South right of way line of Ina Road;

(continued)

## EXHIBIT "A" PAGE 1

 PROJECT: 010 PM 248 H8479
 LOCATION: Ina Road T.I.
 PARCEL: 10-1611

 010-D(216)S
 (WD)
 cg 10-07-2016

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thence continuing along said existing South right of way line of Ina Road North 89°24'25" East 34.87 feet;

thence South 00°35'35" East 15.00 feet;

thence South 89°24'25" West 34.89 feet;

thence South 89°35'12" West 24.31 feet;

thence North 00°24'48" 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 corner 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°24'25" East 310.73 feet;

thence South 00°24'48" 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°24'25" 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°35'35" East 61.31 feet;

thence North 83°48'40" West 95.74 feet;

thence North 76°33'34" West 103.08 feet;

thence North 85°49'45" West 301.04 feet to the POINT OF BEGINNING.

(continued)

## EXHIBIT "A" PAGE 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 (NE¼) of Section 1, Township 13 South, Range 12 East, and the Northwest quarter (NW¼) 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°01'27" 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°01'27" West 1163.36 feet to the POINT OF BEGINNING;

thence from a Local Tangent Bearing of North 45°22'21" West, along a curve to the Left, having a radius of 5683.87 feet, a length of 158.17 feet;

thence North 46°58'01" 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°50'58" 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°43'53" East 249.75 feet to the northwesterly line of Lot 7 of said INA ROAD INDUSTRIAL PARK Subdivision;

(continued)

## EXHIBIT "A" PAGE 3

 PROJECT: 010 PM 248 H8479
 LOCATION: Ina Road T.I.
 PARCEL: 10-1611

 010-D(216)S
 (WD)
 cg 10-07-2016

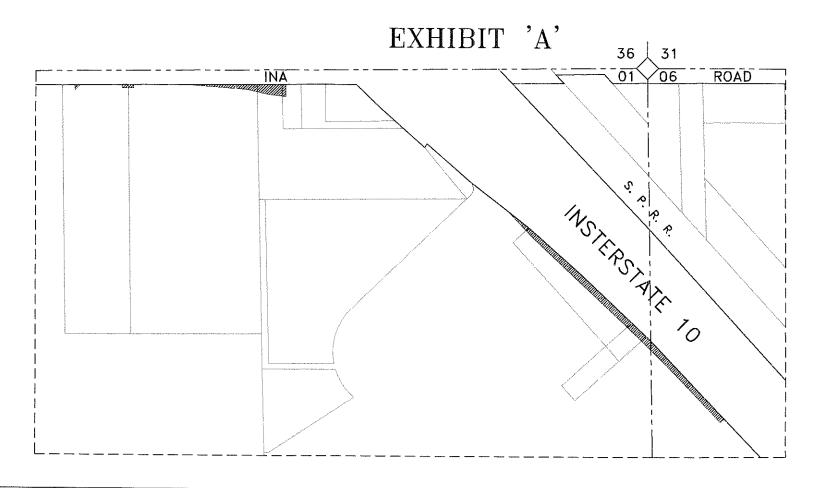
thence along said northwesterly line of Lot 7 South 47°16'07" West 26.98 feet;

thence North 43°21'20" 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 "A" PAGE 4

SECTION 01, TOWNSHIP 13 SOUTH, RANGE 12 EAST SECTION 06, TOWNSHIP 13 SOUTH, RANGE 13 EAST G&SRB&M, PIMA COUNTY, ARIZONA





PIMA COUNTY DEPARTMENT OF TRANSPORTATION GEOGRAPHIC INFORMATION SERVICES DIVISION

DRAWING NOT TO SCALE

DRAWN BY: CECILIA PEREZ

DATE: OCTOBER 2016