



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 01/10/2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson, a municipal corporation

***Project Title/Description:**

Purchase Agreement

***Purpose:**

The City is requesting a portion of Pima County owned land in fee ("Fee"), a Temporary Construction Easement ("TCE"), and Drainage Easement ("DE") in connection with the City's Silverbell Road-Camino del Cerro to Goret Road project. Fee=45,960 sq.ft., TCE=14,463 sq.ft., and DE=7,175 sq. ft. The sale is being completed under threat of condemnation and is not a voluntary sale. (Sale-0108)

***Procurement Method:**

Exempt pursuant to Pima County code 11.04.020

***Program Goals/Predicted Outcomes:**

City will construct road improvements along Silverbell Road. The land area to be acquired is occupied by the Pima Animal Care Center ("PACC"). After the acquisition and road improvements are completed the PACC functional operations will not be hindered.

***Public Benefit:**

Needed road Improvements will be completed along Silverbell Road and Pima County will receive revenue in the amount of \$100,100.00

***Metrics Available to Measure Performance:**

The acquisition of the Fee, TCE, and DE were appraised by an independent appraiser retained by the City. The appraised value was reviewed by Pima County Real Property Services and the acquisition amount of \$100,100 was concurred with by City Staff and Pima County Staff.

***Retroactive:**

N/A

Location Map attached

TO: COB 12-20-22 (2)
Vers: 1
pgs: 21

DEC20 22PM 1203 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: CTN Department Code: RPS Contract Number (i.e., 15-123): 23*0090
 Commencement Date: 1/10/2023 Termination Date: 4/20/2023 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 100,100.00

***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: Rita Leon

Department: Real Property Services

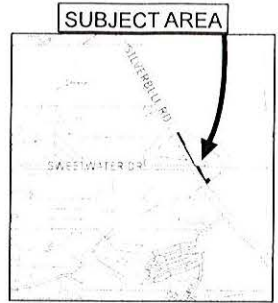
Telephone: 520-724-6462

Department Director Signature: [Signature] for Jeff Teplitsky Date: 12/19/22

Deputy County Administrator Signature: [Signature] Date: 12/19/2022

County Administrator Signature: _____ Date: 12/20/2022

SECTIONS 20 & 29
TOWNSHIP 13 SOUTH
RANGE 13 EAST



SECTIONS 20 & 29 G&SRM
PIMA COUNTY, ARIZONA



22051

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE DRAWN BY: O CONSTANTINO DATE: JUL 2022

LEGEND



PURCHASE AGREEMENT

AGREEMENT between **Pima County, a political subdivision of the State of Arizona**, Seller, hereinafter referred to as **Grantor**, and the **CITY OF TUCSON**, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title, drainage easement, and temporary construction easements in, on, over, under, across and through to the following described real property (the "Acquisition Area"):

See attached legal descriptions, Exhibits "A", "B" and "C"

Together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "D", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Silverbell Road: El Camino del Cerro to Goret Road.

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTEREST TO BE ACQUIRED	SQ. FT.	VALUE OF AREA TO BE ACQUIRED
Fee Simple Acquisition (ROW)	45,960	45,960 Sq ft x \$1.250052 per sq ft = \$57,452
Drainage Easement (DE)	7,175	7,175 Sq ft x per \$1.250052 per sq ft x 45% = \$4,036
Temporary Construction Easement (TCE)	14,463	14,463 Sq ft X \$1.250052 X 10% = \$1807.95 Rounded \$1,808
Cost To Cure (Relocate Sign)		\$9,262.93
Site Improvements		\$27,442
TOTAL VALUE OF RIGHTS ACQUIRED		\$100,001
TOTAL VALUE OF RIGHTS (ROUNDED)		\$100,100

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee, free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses

and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee, with fee title transfers by Warranty Deed attached hereto as Exhibit "E". The drainage easement shall be established in the form attached hereto as Exhibit "F", and the temporary construction easement shall be established in the form attached hereto as Exhibit "G".

No Sale or Encumbrance: The Grantor shall not sell or encumber the Acquisition Area prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

Security Interest: Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area.

No Leases: Grantor warrants that there are no oral or written leases on all or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantor.

Sale in Lieu of Condemnation: The sum paid by Grantee represents full and complete payment due Grantor, including but not limited to any and all severance damages as to any remaining property owned by Grantor. Grantor herein acknowledges the sale of real property to the Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Grantor shall permit the Grantee to conduct such inspections of the Acquisition Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: If any environmental inspection reveals the presence of contamination or the need to conduct any environmental clean-up, the Grantor shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the indemnitees in any way

relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Grantor's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Grantor's property.

Possession: The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the City Manager within 90 days of the Grantor's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording of the documents conveying the Acquisition Area.

Risk of Loss: The Grantor shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

No Salvage: The Grantor shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Grantee. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay all brokerage or finders fees to any agent employed.

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

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This agreement contains the entire agreement between the Grantor and Grantee. All understandings, conversations and communications, oral or written, between Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

Relocation Benefits: The Grantee acknowledges that the Grantor may be entitled to relocation benefits pursuant to A.R.S. § 11-961 et seq.

Binding Effect: This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any

portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Grantee represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Grantor represents and warrants that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder.

This sale is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Grantee and delivered to the Grantor within ten (10) business days following the date of acceptance.

Seller's Approval and Acceptance:

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

_____, 2022
Sharon Bronson, Chairman, Board of Supervisors Date

ATTEST:


_____, 2022
Melissa Manriquez, Clerk of Board Date

APPROVED AS TO CONTENT:

 12/14/2022
Jeffrey Teplitsky, Director, Real Property Services

 12/19/2022
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 12/08/2022
Rachelle Barr, Deputy County Attorney

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this _____ day of _____, 2022.

CITY OF TUCSON, A municipal corporation

BY: _____
Timothy Thomure,
Interim Assistant City Manager

Approved as to Form: _____ / _____ / _____
Damian Fellows,
Principal Assistant City Attorney

Approved as to Form: _____ / _____ / _____
Samuel A. Credio, P.E., MBA, CPM
Department of Transportation and Mobility Director

Concurrence: _____ / _____ / _____
John A. Cahill, Real Estate Division Administrator

EXHIBIT A

**LEGAL DESCRIPTION
RIGHT-OF-WAY (RW 6)**

A portion of that Parcel of land described in Warranty Deed recorded in Docket 13178, Page 512 and as depicted in Record of Survey recorded in Sequence No. 20122790874 in the office of the Pima County Recorder, Pima County, Arizona, located in the southeast one-quarter of Section 20, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the centerline intersection of Silverbell Road and Sweetwater Drive monumented by a pavement nail with tag stamped "RLS 18211" and depicted as Pt. #7033 in the above referenced Record of Survey, from which the south one-quarter corner of said Section 20, monumented by a 2-inch brass cap survey monument stamped "LS 12122" and depicted as Pt. #27SC in said Record of Survey, bears South 89 degrees 23 minutes 02 seconds West (Basis of Bearing for this legal description), a distance of 1058.93 feet;

THENCE upon the centerline of said Silverbell Road as depicted in said Record of Survey, North 30 degrees 28 minutes 43 seconds West a distance of 822.42 feet;

THENCE North 59 degrees 31 minutes 17 seconds East a distance of 75.00 feet to the intersection of the northwesterly line of the above referenced Parcel of land with the easterly right-of-way of said Silverbell Road as depicted in said Record of Survey, being the **POINT OF BEGINNING**;

THENCE upon said northwesterly line, North 73 degrees 32 minutes 35 seconds East a distance of 53.60 feet;

THENCE South 30 degrees 28 minutes 43 seconds East a distance of 307.00 feet;

THENCE South 59 degrees 31 minutes 17 seconds West a distance of 27.00 feet;

THENCE South 30 degrees 28 minutes 43 seconds East a distance of 436.54 feet;

THENCE South 59 degrees 31 minutes 52 seconds West a distance of 10.50 feet;

THENCE South 29 degrees 58 minutes 03 seconds East a distance of 48.68 feet;

THENCE South 89 degrees 54 minutes 59 seconds East a distance of 12.70 feet;

THENCE South 30 degrees 28 minutes 43 seconds East a distance of 27.81 feet;

THENCE North 89 degrees 23 minutes 02 seconds East a distance of 31.34 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 6780.49 feet, to which beginning of curve a radial bears South 59 degrees 13 minutes 59 seconds West;

THENCE southeasterly along said curve to the left through a central angle of 00 degrees 02 minutes 56 seconds, an arc distance of 5.78 feet to the south line of the above referenced Parcel of land;

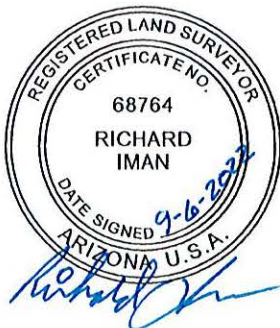
THENCE upon said south line, South 89 degrees 23 minutes 02 seconds West a distance of 60.20 feet to the easterly right-of-way of said Silverbell Road as depicted in said Record of Survey;

THENCE upon said easterly right-of-way, North 30 degrees 28 minutes 43 seconds West a distance of 830.89 feet to the **POINT OF BEGINNING**.

Containing an area of 28,853 square feet or 0.662 acres of land, more or less.

See Exhibit A attached hereto and made a part hereof.

Prepared By:
Psomas



Richard Iman, AZ. R.L.S. 68764

September 18, 2018
Psomas #7EPS140101

EXHIBIT A

LEGAL DESCRIPTION RIGHT-OF-WAY (RW 7)

A portion of Parcel 1 described in Warranty Deed recorded in Sequence No. 20152370211 and as depicted in Record of Survey recorded in Sequence No. 20122790874 in the office of the Pima County Recorder, Pima County, Arizona, located in the southeast one-quarter of Section 20 and in the northeast one-quarter of Section 29, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the centerline intersection of Silverbell Road and Sweetwater Drive monumented by a pavement nail with tag stamped "RLS 18211" and depicted as Pt. #7033 in the above referenced Record of Survey, from which the north one-quarter corner of said Section 29, monumented by a 2-inch brass cap survey monument stamped "LS 12122" and depicted as Pt. #27SC in said Record of Survey, bears South 89 degrees 23 minutes 02 seconds West (Basis of Bearing for this legal description), a distance of 1058.93 feet;

THENCE North 65 degrees 57 minutes 49 seconds East a distance of 75.48 feet to the northwest corner of said Parcel 1 and the **POINT OF BEGINNING**;

THENCE upon the north line of said Parcel 1, North 89 degrees 23 minutes 02 seconds East a distance of 60.20 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 6780.49 feet, to which beginning of curve a radial bears South 59 degrees 11 minutes 03 seconds West;

THENCE southeasterly along said curve to the left through a central angle of 00 degrees 47 minutes 07 seconds, an arc distance of 92.94 feet;

THENCE South 89 degrees 23 minutes 02 West a distance of 11.66 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 6790.49 feet, to which beginning of curve a radial bears South 58 degrees 26 minutes 58 seconds West;

THENCE southeasterly along said curve to the left through a central angle of 02 degrees 37 minutes 48 seconds, an arc distance of 311.69 feet to the southeasterly line of said Parcel 1;

THENCE upon said southeasterly line, South 51 degrees 15 minutes 47 seconds West a distance of 27.21 feet to the easterly right-of-way of said Silverbell Road as depicted in said Record of Survey;

THENCE upon said easterly right-of-way, North 37 degrees 29 minutes 34 seconds West a distance of 174.58 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1071.41 feet and monument by a 1/2-inch rebar with tag stamped "RLS 18211";

THENCE continuing upon said easterly right-of-way and along said curve to the right through a central angle of 07 degrees 00 minutes 51 seconds, an arc distance of 131.16 feet to a 1/2-inch rebar with tag stamped "RLS 18211";

THENCE continuing upon said easterly right-of-way, North 30 degrees 28 minutes 43 seconds West a distance of 128.28 feet to the **POINT OF BEGINNING**.

Containing an area of 17,107 square feet or 0.393 acres of land, more or less.

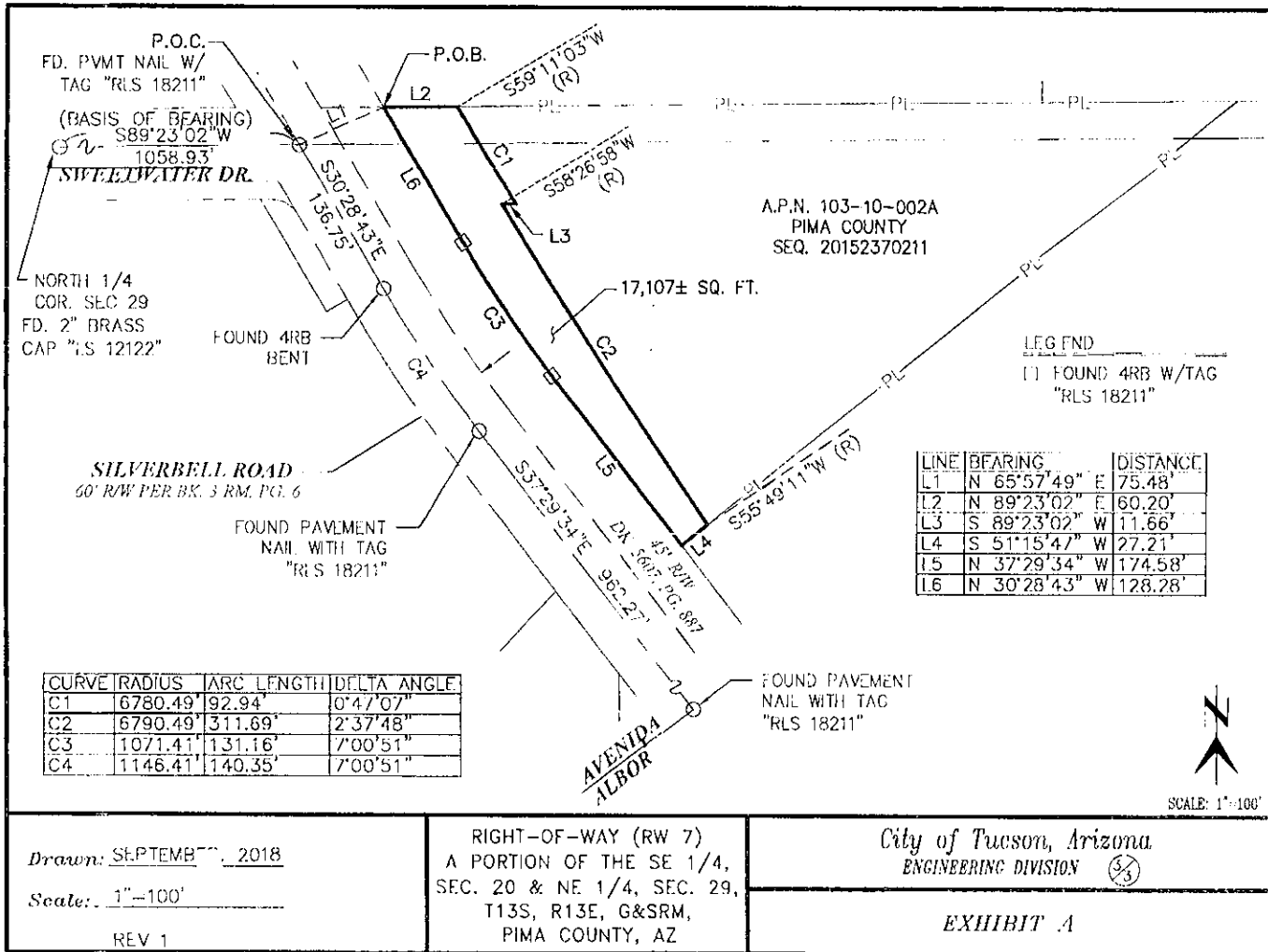
See Exhibit A attached hereto and made a part hereof.

Prepared By:
Psomas



Patricia Gajda, AZ. R.L.S. 46278

P:\PROJECTS\SURVEY\110A\110A_02-10-02A.dwg RW7 Carl Savad. 8/27/2018 By: Petrosavados Plotted: 9/19/2018 9:39:45 AM



Drawn: SEPTEMBER, 2018

Scale: 1"=100'

REV 1

RIGHT-OF-WAY (RW 7)
A PORTION OF THE SE 1/4,
SEC. 20 & NE 1/4, SEC. 29,
T13S, R13E, G&SRM,
PIMA COUNTY, AZ

City of Tucson, Arizona
ENGINEERING DIVISION

EXHIBIT A

July 27, 2018
Psomas #7EPS140101

EXHIBIT B

LEGAL DESCRIPTION DRAINAGE EASEMENT (DE 12)

A portion of Parcel 1 described in Warranty Deed recorded in Sequence No. 20152370211 and depicted in Record of Survey recorded in Sequence No. 20122790874 in the office of the Pima County Recorder, Pima County, Arizona, located in the northeast one-quarter of Section 29, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the centerline intersection of Silverbell Road and Sweetwater Drive monumented by a pavement nail with tag stamped "RLS 18211" and depicted as Pt. #7033 in the above referenced Record of Survey, from which the north one-quarter corner of said Section 29, monumented by a 2-inch brass cap survey monument stamped "LS 12122" and depicted as Pt. #27SC in said Record of Survey, bears South 89 degrees 23 minutes 02 seconds West (Basis of Bearing for this legal description), a distance of 1058.93 feet;

THENCE upon the centerline of said Silverbell Road, South 30 degrees 28 minutes 43 seconds East a distance of 136.75 feet to the beginning of a tangent curve concave northeasterly and having a radius of 1146.41 feet and monumented by a bent 1/2-inch rebar;

THENCE continuing upon said centerline and along said curve to the left through a central angle of 07 degrees 00 minutes 51 seconds, an arc distance of 140.35 feet to a pavement nail with tag stamped "RLS 18211";

THENCE continuing upon said centerline, South 37 degrees 29 minutes 34 seconds East a distance of 86.09 feet;

THENCE North 52 degrees 30 minutes 26 seconds East a distance of 107.86 feet to proposed easterly right-of-way of said Silverbell Road, being the **POINT OF BEGINNING**;

THENCE North 56 degrees 33 minutes 46 seconds East a distance of 85.00 feet;

THENCE South 34 degrees 04 minutes 12 seconds East a distance of 80.17 feet to the southeasterly line of said Parcel 1;

THENCE upon said southeasterly line, South 51 degrees 15 minutes 47 seconds West a distance of 85.68 feet to said proposed easterly right-of-way and the beginning of a non-tangent curve concave northeasterly and having a radius of 6790.49 feet, to which beginning of curve a radial bears South 55 degrees 49 minutes 11 seconds West;

THENCE upon said proposed easterly right-of-way, northwesterly along said curve to the right through a central angle of 00 degrees 44 minutes 36 seconds, an arc distance of 88.08 feet to the **POINT OF BEGINNING**.

Containing an area of 7,175 square feet (0.165 acres) of land, more or less.

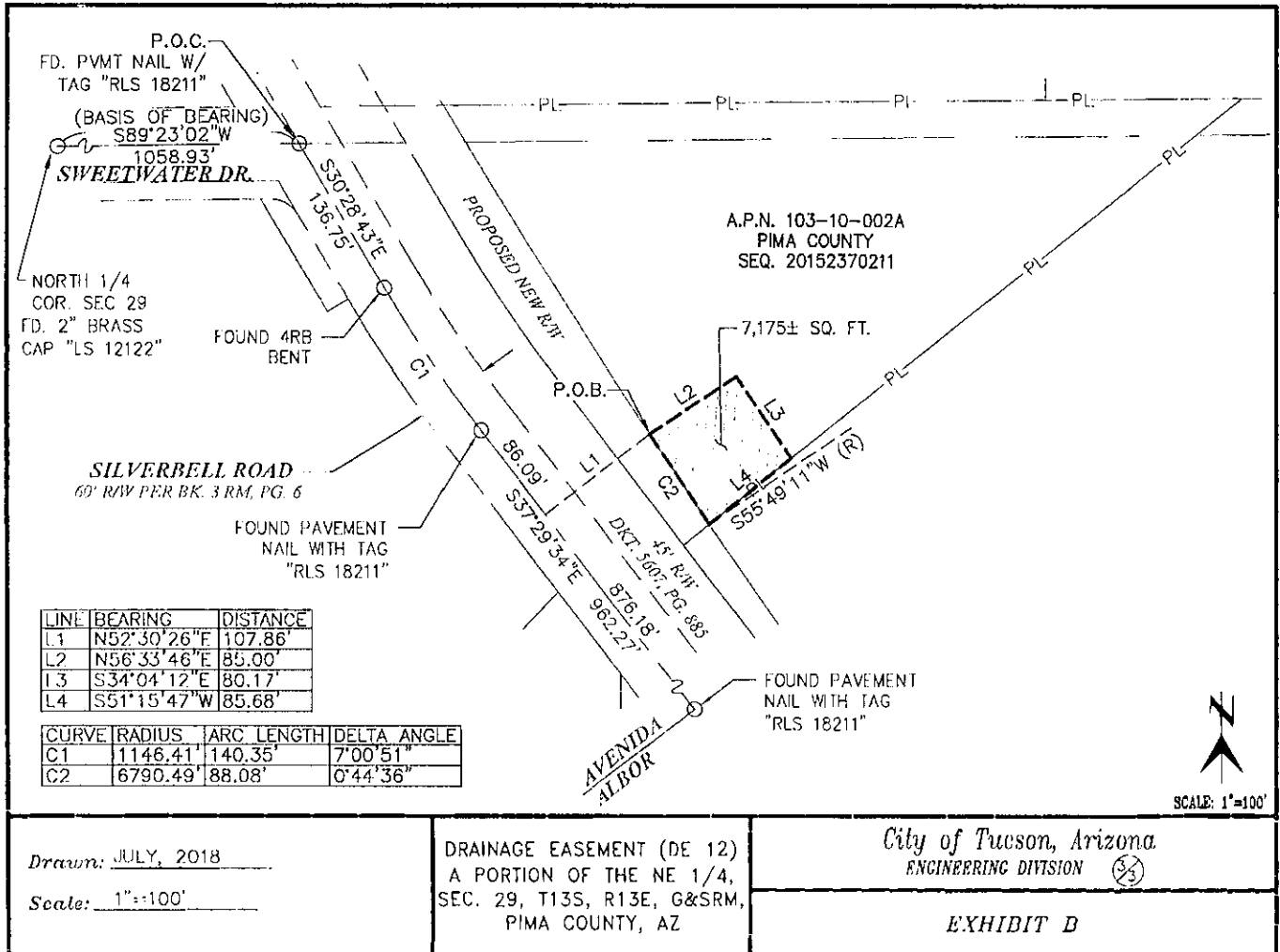
See Exhibit B attached hereto and made a part hereof.

Prepared By:
Psomas

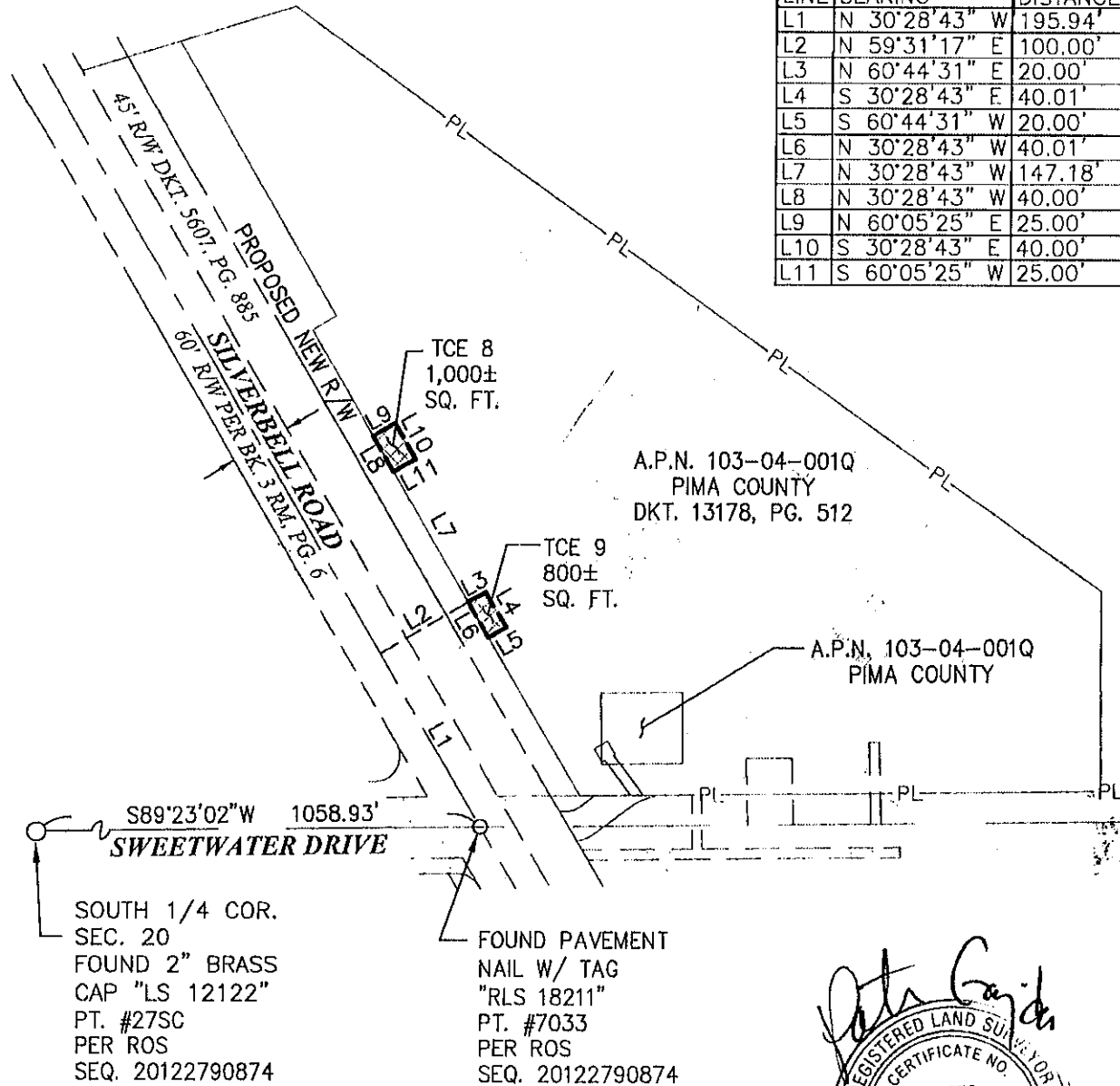


Patricia Gajda, AZ. R.L.S. 46278

I:\PEPS\40101\5986\VELOC\NET1\103-10-002A.dwg DE12 Lutf Saved: 7/25/2018 9:57:00 PM Plotted: 7/27/2018 12:18:23 PM



LINE	BEARING	DISTANCE
L1	N 30°28'43" W	195.94'
L2	N 59°31'17" E	100.00'
L3	N 60°44'31" E	20.00'
L4	S 30°28'43" E	40.01'
L5	S 60°44'31" W	20.00'
L6	N 30°28'43" W	40.01'
L7	N 30°28'43" W	147.18'
L8	N 30°28'43" W	40.00'
L9	N 60°05'25" E	25.00'
L10	S 30°28'43" E	40.00'
L11	S 60°05'25" W	25.00'



SCALE: 1"=150'

Drawn: JD, JULY, 2018

Scale: 1"=150'

TEMPORARY CONSTRUCTION
 EASEMENT (TCE 8-9)
 A PORTION OF THE SE 1/4,
 SEC. 20, T13S, R13E, G&SRM,
 PIMA COUNTY, AZ

City of Tucson, Arizona
 ENGINEERING DIVISION

EXHIBIT C



SCALE: 1"=200'

LINE	BEARING	DISTANCE
L1	N69°12'04"E	101.44'
L2	N30°28'43"W	5.77'
L3	N89°23'02"E	123.75'
L4	N34°55'13"E	20.00'
L5	S55°04'47"E	77.51'
L6	S89°23'02"W	197.82'
L7	S89°23'02"W	31.34'

SOUTH 1/4 COR.
SEC. 20
FOUND 2" BRASS
CAP "LS 12122"

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C2	6780.49'	5.78'	0°02'56"
C1	44.84'	42.62'	54°27'50"

FOUND 4RB

SILVERBELL ROAD
60' PUBLIC R/W PER BK 3 RM, PG. 6

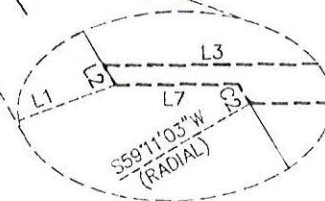
PROPOSED NEW R/W
45' R/W DKT. 5067, PG. 885

A.P.N. 103-04-001Q
PIMA COUNTY
DKT. 13178, PG. 512

S89°23'02"W 1058.93'
SWEETWATER DRIVE

FOUND PAVEMENT NAIL
W/ TAG "RLS 18211"

TCE 36
3,472±
SQ. FT.



Drawn: SEPTEMBER, 2018

Scale: 1"=200'

TEMPORARY CONSTRUCTION
EASEMENT (TCE 36)
A PORTION OF THE SE 1/4,
SEC. 20, T13S, R13E, G&SRM,
PIMA COUNTY, AZ

City of Tucson, Arizona
ENGINEERING DIVISION

EXHIBIT C

F:\P84057\SURVEY\GMS\2537_03-10-002A.dwg RW: Last Saved: 8/21/2018 8:34 PM Plotter: 9/21/2018 1:16:34 PM

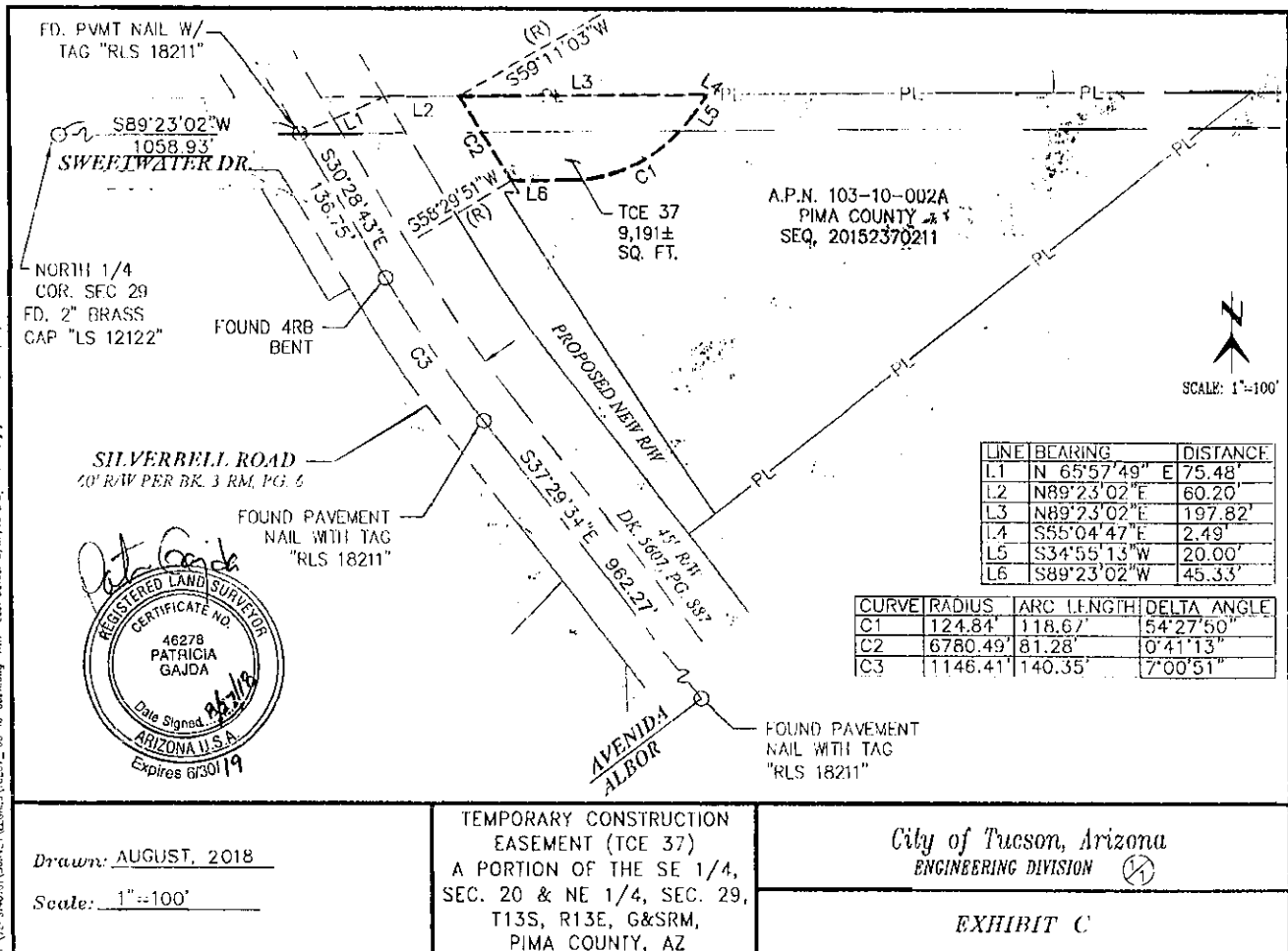


Exhibit "D"

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our letter of **October 11, 2022** and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: NEC and SEC of Silverbell Road and Sweetwater Drive

APN: 103-10-0024A&103-04-001Q

Property of: **Pima County, a political subdivision of the State of Arizona**

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	SQ. FT.	VALUE OF AREA TO BE ACQUIRED
Fee Simple Acquisition (ROW)	45,960	45,960 Sq ft x \$1.250052 per sq ft = \$57,452
Drainage Easement (DE)	7,175	7,175 Sq ft x per \$1.250052 per sq ft x 45% = \$4,036
Temporary Construction Easement (TCE)	14,463	14,463 Sq ft X \$1.250052 X 10% = \$1,807.95 Rounded \$1,808
Cost To Cure (Relocate Sign)		\$9,262.93
Site Improvements		\$27,442
TOTAL VALUE OF RIGHTS ACQUIRED		\$100,001
TOTAL VALUE OF RIGHTS (ROUNDED)		\$100,100

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: _____ OWNER SIGNATURE: _____

Exhibit E

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, the undersigned **Pima County, a political subdivision of the State of Arizona**, Grantor, do(es) hereby CONVEY unto the **CITY OF TUCSON**, a municipal corporation, Grantee, subject to the matters below and intending to grant a fee simple interest and title therein including any right of reversion in the event of future abandonment thereof, the following described property situate in Pima County, Arizona:

See attached legal description, Exhibit "A"

This property is sold and conveyed to Grantee for a public improvement, and the sum paid by Grantee represents full and complete payment due Grantor, including, but not limited to, any and all severance damages to Grantor's remaining lands affected by or appurtenant to said improvements, and upon said payment being made, Grantor releases and relinquishes to Grantee all further obligations or claims for damages. The conveyance herein is subject to all provisions, conditions, easements, restrictions, covenants, encumbrances and other matters of record, and to all zoning, building or other laws or ordinances. Grantor warrants the title against any person whatsoever.

For purposes of a public improvement project known as: Silverbell Road: El Camino del Cerro to Goret Road

Affidavit Exempt A.R.S. §11-1134 (A-3).

DATED this _____ day of _____, 2022.

Pima County, a political subdivision of the State of Arizona

By: _____

As: _____

Exhibit F

DRAINAGE EASEMENT

For valuable consideration, **Pima County, a political subdivision of the State of Arizona**, Grantor(s) do(es) hereby CONVEY unto the City of Tucson, a municipal corporation, its successors and assigns, Grantee, a perpetual non-exclusive drainage easement, in, on, over, under, across and through the following described property:

See Attached Exhibit "A" ("Property"),

including the right of access thereto, for purposes of inspection, maintenance and repair of and to the premises or facilities, if any, and the replacement of same. This may include the alteration of the grade and gradient of Grantor's property, including the dislocation and removal of soil and other materials, or the addition of fill materials; the installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related thereto; and the flow or retention of water.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under the Property and that the natural contours of the Property shall not be excavated, filled or altered without the prior written approval of the Director of the City of Tucson's Department of Transportation.

Grantor agrees to release and hold harmless the Grantee, its officers, boards, commissions, employees, and agents against and from any and all claims, demands, causes of action, complaints, suits, losses, and liabilities whatsoever, including legal costs, expenses and attorney's fees ("Claims"), for personal injury, trespass or damage to property, real or personal, arising from the use of this easement, whether or not such injury or damage occurs within or outside of the Property, except and to the extent such injury or damage was proximately caused by the negligent act or omission, or by the intentional misconduct of Grantee.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

DATED this _____ day of _____, 2022.

Pima County, a political subdivision of the State of Arizona

By: _____

As: _____

Exhibit G

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made between **Pima County, a political subdivision of the State of Arizona**, do(es) hereby CONVEY unto the **CITY OF TUCSON** (Grantor), and CITY OF TUCSON, a municipal corporation, (Grantee).

WITNESSETH:

That the Grantor, for mutual and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the City of Tucson, a municipal corporation, its successors and assigns, a temporary construction easement to enter upon for construction related activities, including but not limited to providing temporary work space, constructing improvements, and connecting driveways, utilities and appurtenances in association with the Silverbell Road: El Camino del Cerro to Goret Road Project. Said temporary construction easement being in, on, through, over, across and under the following described parcel of land, situate in the County of Pima, State of Arizona, to-wit:

SEE ATTACHED EXHIBIT "A"

Commencement of this Temporary Construction Easement shall be defined as the date the Grantee begins work on the Grantor's property in association with said Silverbell Road: El Camino del Cerro to Goret Road Project. This Temporary Construction Easement shall expire automatically without further action upon completion of said construction project.

Grantor covenants and agrees that the easement rights herein will run with the affected land during the term herein and should the Grantor's property be conveyed during the term of this easement, Grantor will provide this easement to the successor in interest, which shall assume the burdens herein.

Grantee agrees to defend, indemnify, and hold the Grantor and their successors and assigns, (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses and damages relating to or arising out of the Grantee's construction, maintenance or repair on the Grantor's property or the use of this Easement.

DATED this _____ day of _____, 2022.

Pima County, a political subdivision of the State of Arizona

By: _____

As: _____