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# MEMORANDUM

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Date: March 14, 2023

To: The Honorable Chair and Members  
Pima County Board of Supervisors

From: Jan Leshner   
County Administrator

Re: **Intergovernmental Agreement with City of Tucson for Fort Lowell Historic Preservation Project**

## Background

Fort Lowell Park, which is owned by the City of Tucson, centers on the site of historic Fort Lowell, a U.S. Army post built and occupied in the years 1873–1891. The park holds modern recreational facilities as well as the remains of buildings and archaeological deposits dating to the occupation of the fort. The historic site has been listed in the National Register of Historic Places since 1978.

With voter approval of the 2004 County Historic Preservation bond program, Pima County initiated preparation of the Fort Lowell Park Master Plan that was adopted by both the City and County in 2009. This plan subsequently guided the restoration and preservation of selected historic buildings in the park. In 2018, City of Tucson voters passed the Proposition 407: Parks + Connections voter initiative, which included Fort Lowell Historic Preservation for a total of \$3.15 million to fund additional improvements identified in the Fort Lowell Master Plan.

The City was also awarded a \$300,000 Heritage Fund grant by the Arizona State Parks Board for the same purpose. Priorities for this work include restoration of the Commissary and Donaldson House and a new protective structure over the Hospital Ruins, among other improvements.

Because of the County's development of the Fort Lowell Master Plan and earlier restoration and preservation efforts at the park, the City has asked the County to take primary responsibility for oversight of the additional improvements using City bond and grant funds, including administration of the design and construction contracts, project management, public engagement, interpretation planning, and any required archaeological studies, among other responsibilities. These efforts will be funded by the City.

The respective responsibilities of the City and the County related to the project are specified in an Intergovernmental Agreement (IGA) prepared by the two parties, reviewed by respective attorneys, and approved and signed by the City of Tucson Mayor and Council on

MPR 142301145 PCLKDF 30  
YR

The Honorable Chair and Members, Pima County Board of Supervisors

Re: **Intergovernmental Agreement with City of Tucson for Fort Lowell Historic Preservation Project**

March 14, 2023

Page 2

January 11, 2023. The IGA is on the March 21, 2023 Board of Supervisors Agenda for consideration.

Recommendation

I respectfully recommend that the Board of Supervisors approve the IGA to allow the County to assume oversight responsibility for this new phase of the Fort Lowell Historic Preservation project.

JKL/anc

Attachment

c: Carmine DeBonis, Jr., Deputy County Administrator  
Francisco García, MD, MPH, Deputy County Administrator & Chief Medical Officer  
Steve Holmes, Deputy County Administrator  
Melissa Manriquez, Clerk of the Board of Supervisors  
Linda Mayro, Director, Office of Sustainability and Conservation  
Sheila Holben, Interim Director, Capital Program, Planning, Design and Construction



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: March 21, 2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and the City of Tucson for Historic Preservation Services for Fort Lowell Historic Structures and Other Properties Related to the City of Tucson Proposition 407 for Parks & Connections Bond Approved by Voters in 2018

**\*Purpose:**

The City and the County have established this agreement in order to set forth their respective responsibilities for the funding and implementation of the described Project, which lies entirely within the jurisdictional limits of the City and is located within Zone 1 (Historic Fort Lowell) of the 2009 Fort Lowell Park Master Plan, developed by the County and adopted by the City.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Because of the County's earlier development of the Fort Lowell Master Plan and earlier restoration and preservation efforts at the park the City has asked the County to take primary responsibility for oversight and implementation of additional improvements to the historic buildings, using City bonds and grant funds. The County is being asked to be responsible for Project oversight, including administration of the design and construction contracts. Project oversight also includes verification of quantities, quality of workmanship, contract change orders, and Project modifications as necessary. County will provide the following services for the Project: design and construction advertisement, contract award and execution, project management, public engagement, construction administration, and interpretation planning and content development regarding design, archaeological studies, restoration, construction, and interpretation of certain historic structures and grounds located at Fort Lowell Park owned by City. Priorities include restoration of the Commissary complex and Donaldson House and a new protective structure over the Hospital Ruins, among other improvements.

**\*Public Benefit:**

The preservation, restoration, and interpretation of historic Fort Lowell will ensure that the property continues to be an important cultural and educational resource, both for the citizens of Pima County and for its many visitors.

**\*Metrics Available to Measure Performance:**

The metrics available are the quality of work, work completed within budget, and within a timely manner.

**\*Retroactive:**

No

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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: SUS Contract Number (i.e., 15-123): 23\*112  
Commencement Date: 03/21/2023 Termination Date: 03/20/2028 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 2,750,000.00

\*Funding Source(s) required: COT Parks Bond and Historic Preservation Grant

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: Scott O'Mack

Department: Office of Sustainability and Conservation

Telephone: 724-6945

Department Director Signature: [Signature] Date: 2/28/2023

Deputy County Administrator Signature: [Signature] Date: 2/28/2023

County Administrator Signature: [Signature] Date: 3/2/2023

ADOPTED BY THE  
MAYOR AND COUNCIL

January 11, 2023

RESOLUTION NO. 23560

RELATING TO PARKS AND RECREATION; AUTHORIZING AND APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE CITY OF TUCSON FOR HISTORIC PRESERVATION SERVICES FOR FORT LOWELL HISTORIC STRUCTURES AND OTHER PROPERTIES RELATED TO THE CITY OF TUCSON PROPOSITION 407 FOR PARKS + CONNECTIONS BOND APPROVED BY VOTERS IN 2018; AND DECLARING AN EMERGENCY.

WHEREAS, by Resolution No. 23425, adopted December 7, 2021, Mayor and Council authorized the expansion of the Fort Lowell Historic Preservation Parks + Connections Bond project scope, proceed with near-term needs to protect assets from further wear and project management agreement, with a \$3,150,000 allocation in Parks + Connections bond funds; and

WHEREAS, the Parks + Connections bond includes \$3,150,000 for historic preservation at Fort Lowell Park; and

WHEREAS, City of Tucson (City) staff worked with a steering committee to review the 2009 Fort Lowell Park master plan and to prioritize historic preservation projects. Based upon the prioritization of the steering committee, City staff held a meeting in the park to share the recommendation; and

WHEREAS, Pima County (County) has expertise in managing historic preservation projects and the Parks + Connections bond includes historic preservation at Fort Lowell Park; and

WHEREAS, the proposed Intergovernmental Agreement (IGA) details the County's responsibilities to manage the Ft. Lowell historic preservation project from design through construction based upon the prioritized list of improvements identified by the steering committee; and

WHEREAS, the County will be responsible for selecting the design firm, permitting, selecting the construction company, and providing project management through completion of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between the County and the City for the Historic Preservation Services for Fort Lowell Historic Structures and other Properties Related to the City of Tucson Proposition 407 for Parks + Connections Bond Approved by Voters in 2018, attached hereto as Exhibit A, is approved.

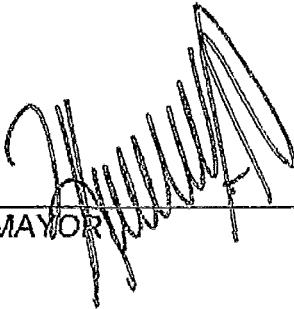
SECTION 2. The Mayor is hereby authorized and directed to execute said IGA, for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

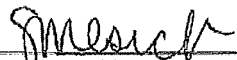
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately

effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

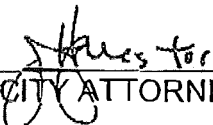
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, January 11, 2023.

  
\_\_\_\_\_  
MAYOR

ATTEST:


  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

JS/dg  
12/19/22

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

**Intergovernmental Agreement  
between  
Pima County and the City of Tucson  
for Historic Preservation Services for Fort Lowell Historic Structures  
and Other Properties Related to the City of Tucson Proposition 407  
for Parks & Connections Bond Approved by Voters in 2018**

This Intergovernmental Agreement ("Agreement") is entered into by Pima County, a political subdivision and body politic of the State of Arizona ("County"); and the City of Tucson, a municipal corporation of the State of Arizona ("City"); pursuant to A.R.S. § 11-952. The City and the County are collectively referred to in this Agreement as "the Parties" and either may be individually referred to as a "Party."

**Recitals**

- A. County and City are authorized by A.R.S. § 11-952, *et seq.*, to contract for services and enter into agreements with one another for joint and cooperative action.
- B. County is authorized by A.R.S. § 11-933 to enter into a cooperative agreement with the governing body of another county or municipality, for the establishment, development, maintenance or administration of a public park and may contract for services to perform the services specified in the agreement.
- C. City is authorized by A.R.S. § 9-494 to establish and maintain public parks.
- D. City of Tucson voters passed Proposition 407: Parks + Connections Bond 2018. The Proposed 2018 Parks and Connectivity GO Bond Program Project list included Fort Lowell Park Historic Preservation improvements for the Commissary Apartments ("Commissary") and the Hardy-Donaldson House, but other historic assets may be approved by the 2018 Parks + Connections Bond Oversight Commission and the Mayor and Council.
- E. City has entered into a Project Sponsor Agreement with Arizona State Parks under the Heritage Fund Local, Regional, State Parks Grant Program (the "Grant Award"). The Arizona State Parks Board awarded City \$300,000 for the Historic Fort Lowell Rehabilitation Project to fund construction at the Fort Hospital, in Officers' Quarters 3, along Cottonwood Lane, and a portion of the Infantry Barracks Ramada.
- F. City has solicited input from external historical preservation agencies, the Tucson-Pima County Historical Commission, private groups, community and neighborhood partners and the public regarding restoration priorities and allowable uses. Such uses may include but are not limited to historic tours, public and private events, housing, retail shops, and artisan studio space. The Parties want to ensure that these uses are established early in the planning process to accurately estimate design, construction, and operational costs.



G. City and County are cooperating in the planning, design, restoration and other improvements, and interpretation of certain historic structures and grounds located at Fort Lowell Park owned by City ("the Project").

H. City has asked County take primary responsibility for certain aspects of Project implementation.

NOW THEREFORE; City and County agree as follows:

### AGREEMENT

1) **Purpose.** This Agreement sets forth the responsibilities of City and County for the funding and implementation of the Project, which lies entirely within the jurisdictional limits of City and is located within Zone 1 (Historic Zone) of the *2009 Fort Lowell Park Master Plan* (Master Plan), developed by County and adopted by City, as depicted in Exhibit 1.

2) **Financing.**

a. City will reimburse County no more than \$2,750,000 for restoration and interpretation of the historic assets. City will provide County \$2,450,000 from the voter-approved Proposition 407 bond proceeds, and \$300,000 from the Grant Award. County may only use the Grant Award funds for projects identified in the Grant Award attached as Exhibit 2 and the Grant Award Budget in Exhibit 3.

b. County expenses eligible for reimbursement include consultant and contractor costs for restoration of the Commissary and Hardy-Donaldson House, archaeological services, construction permits and inspection, fabrication and installation of interpretive signage, site work, parking, and other elements in the Master Plan. City will also reimburse County for County costs including (1) researching and developing an interpretation plan, including content development for the Project, for a not-to-exceed total of \$28,000; and (2) 2% of estimated construction costs of \$2,500,000 for a not-to-exceed total of \$50,000 for management of the Project. County will prepare and submit invoices for County costs monthly to City. City will make payments to County within 15 days of the receipt of invoices.

3) **Permits.**

a. City will grant County and its contractors a right-of-entry and any necessary right-of-way use permits allowing full accessibility to perform work under this Agreement. City will not charge County or County's contractors for these permits.

b. County will obtain Construction permits through County Development Services. City will reimburse County for construction permit costs.

4) **County Responsibility; Changes.**

- a. County must comply with the requirements of the Grant Award in Exhibit 2.
  - b. County is responsible for Project oversight, including administration of the design and construction contracts. Project oversight also includes verification of quantities, quality of workmanship, contract change orders, and Project modifications as necessary. County will provide the following services for the Project: design and construction advertisement, contract award and execution, project management, public engagement, construction administration, and interpretation planning and content development regarding design, archaeological studies, restoration, construction, and interpretation of certain historic structures and grounds located at Fort Lowell Park owned by City.
  - c. City has obtained an updated cost estimate for all Zone 1 historic asset restorations that exceeds \$3,450,000, including design fees and any necessary archaeological mitigation, and other site work. City has worked with County and stakeholders to identify historic preservation work priorities in attached Exhibit 4 and acceptable reductions in project scope to match available funding. County must complete the Commissary and Hardy-Donaldson House. County will then complete the remaining work in Exhibit 4 as it is ranked for completion and provided there is sufficient funding. County is not obligated to undertake restorations for which there are insufficient funds.
  - d. County will finalize project scope for design and construction services with City.
  - e. County will send plans to City for review prior to submission for construction permitting.
  - f. County will include City in Project communication planning and communications to stakeholders and the public.
  - g. County and City will meet, at a minimum, monthly to discuss the Project.
- 5) **Ownership of Improvements.** Upon completion of the Project, ownership of all Project improvements will automatically vest in City.
- 6) **Term.** This Agreement will commence on the date this Agreement is signed by the last Party (as indicated by the date associated with that Party's signature) and will remain in effect through final completion and acceptance of the project by City, close-out of all permits, and completion of all payments required under this Agreement.
- 7) **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement will be construed to, create any partnership, joint venture or employer-employee relationship between County and City, or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party because of this Agreement, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 8) **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in any person or entity as a third-party beneficiary or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 9) **Compliance with Laws.** The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- a. *Non-Discrimination.* The Parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any contractors or subcontractors. During the term of this Agreement, the Parties will not discriminate against any employee, client, or other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.
  - b. *Americans with Disabilities Act.* The Parties will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
  - c. *Worker's Compensation.* Each Party will comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- 10) **Governing Law and Venue.** This Agreement is governed by the laws of the State of Arizona. Any lawsuits regarding this Agreement must be brought and maintained in a court of competent jurisdiction in Pima County, Arizona.
- 11) **Force Majeure.** Neither Party is responsible for a failure to perform any obligation under this Agreement if such failure to perform is directly caused by a Force Majeure Event. A "Force Majeure Event" means an event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party impacted, and that could not have been prevented by the reasonable diligence of that Party. Without in any way limiting the foregoing, Force Majeure Events may include, but are not restricted to, (a) acts of God or of a public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, (i) failure or disruption of utilities or critical electronic systems, (j) mass health issues or disease, and (k) unusually severe weather. If a Party is impacted by a Force Majeure Event, that Party will give prompt notice to the other Party and take commercially practical actions to mitigate the impacts of the Force Majeure Event.
- 12) **Waiver.** Waiver by either Party of any breach of any term, covenant or condition herein contained will not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

### **13) Termination.**

- a. For Cause. Either Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default will be given written notice by the other Party of the nature of the alleged default. The Party said to be in default will have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination will not relieve a Party from liabilities or costs already incurred under this Agreement.
- b. Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- c. Non-Appropriation. It is acknowledged that, notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson Mayor and Council does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, City and County shall have no further obligation to under this Agreement, other than for payment for services rendered prior to cancellation.
- d. Ownership of Property Upon Termination. Any termination of this Agreement shall not relieve a Party from liabilities or costs already incurred under this Agreement, nor affect any ownership of the Project constructed pursuant to this Agreement.

### **14) Indemnification.**

- a. *Mutual Indemnity.* To the fullest extent permitted by law, each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
- b. *Notice.* Each Party shall notify the other Party in writing within 30 days of the receipt of any claim, demand, suit, or judgment against the receiving Party for which the receiving Party intends to seek indemnification from the other Party pursuant to this Section 15. Each Party shall keep the other Party informed on a current basis of its defense of any claim, demands, suits, or judgments relating to this Agreement.
- c. *Survival of Termination.* This Section 14 will survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

- 15) **Insurance.** Each Party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this Agreement. The Parties will include Zone 1 (Historic Zone) of the *2009 Fort Lowell Park Master Plan* in their inventories of property covered by its self-insurance trust. A copy of the legal description that includes Zone 1 is attached as Exhibit 5.
- 16) **Books and Records.** Each Party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of the other Party at all reasonable times. In addition, each Party will retain all records related to this Agreement for at least five years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded. All design and construction drawings, records, documentation and correspondences shall be the property of City at the completion of the Project, and County shall retain copies of same.
- 17) **Inspection and Audit of Records.** The appropriate designated representatives of a Party may perform any inspection of the Project or reasonable audit of any books or records of the other Party to satisfy itself that the monies on the Project have been spent and the Project operated and maintained in accordance with this Agreement.
- 18) **Severability.** If any provision of this Agreement, or any application of a provision to the Parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.
- 19) **Amendment.** This Agreement may only be modified, amended, altered, or changed by written agreement signed by the Parties.
- 20) **Notification.** Any notices or demands upon a Party under this Agreement must be in writing, unless other forms are specifically authorized by this Agreement, and will be delivered in person or sent by mail addressed as follows:

City of Tucson:

Lara Hamwey, Director  
Parks & Recreation Director  
900 S Randolph Way  
Tucson, AZ 85716

Pima County:

Nancy Cole, Director  
Capital Program Office  
201 N. Stone Avenue, 2nd Floor  
Tucson, AZ 85701

Or

Linda Mayro, Director  
Office of Sustainability and Conservation

201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, Arizona 85701

Notices will be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

**21) Legal Authority.** Neither Party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, will be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

**22) Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the Parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this Agreement. This Agreement may not be modified, amended, altered or extended except through a written amendment signed by the Parties.

*IN WITNESS WHEREOF*, the City has caused this Agreement to be executed by its Mayor, upon resolution of the Mayor and Council and attested to by the City Clerk; and the County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

WHEREFORE, the Parties have entered into this Agreement on the last Party's signature date below.

**PIMA COUNTY:**

\_\_\_\_\_  
Chair, Board of Supervisors      Date


ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO CONTENT

 2/28/2023  
Department Head Date

CITY OF TUCSON:

 January 11, 2023  
Mayor of Tucson, Regina Romero Date

ATTEST:

 January 11, 2023  
City Clerk, Suzanne Mesich Date

#### Intergovernmental Agreement Determination

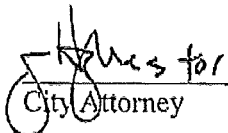
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the Intergovernmental Agreement represented by the undersigned.

Pima County:



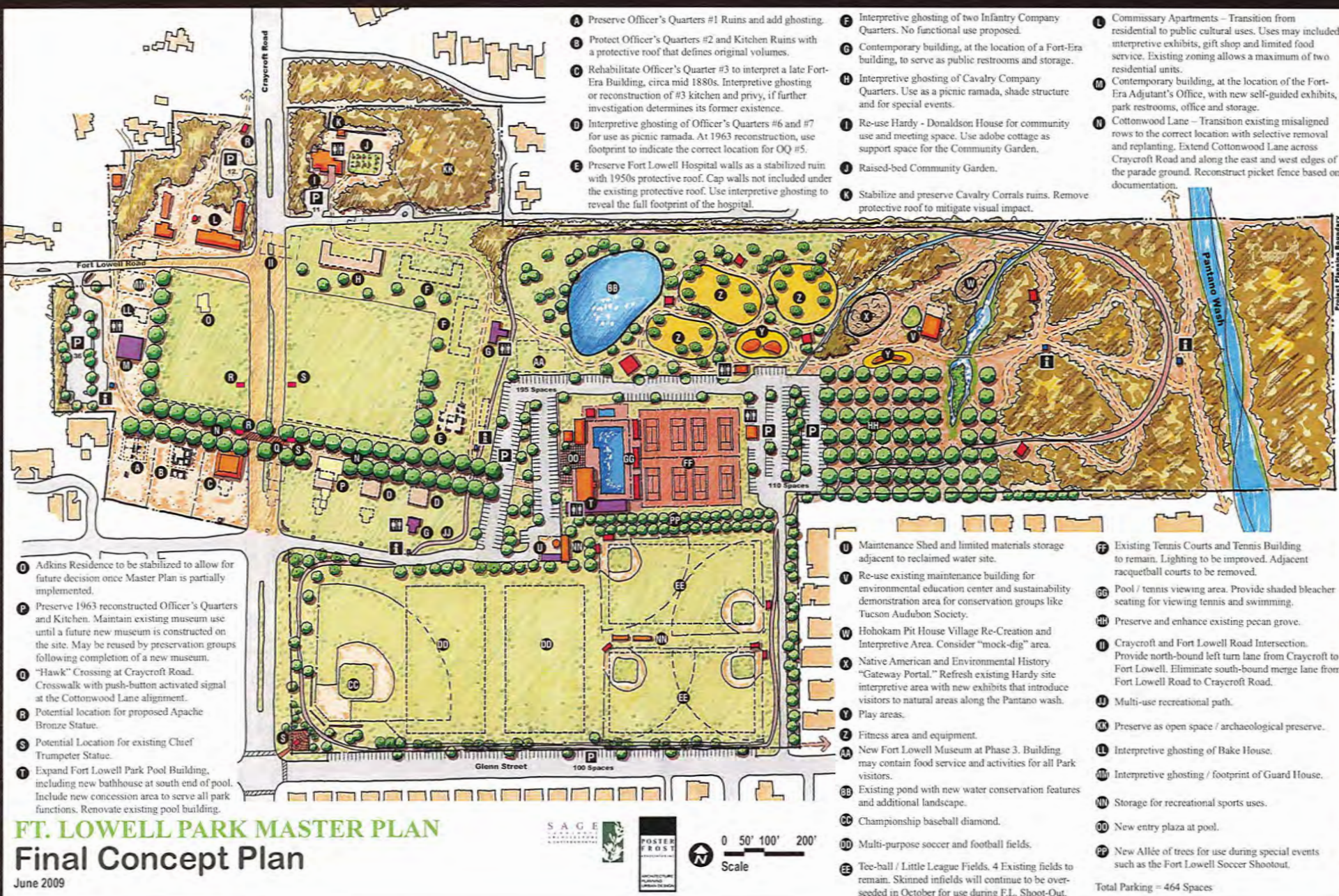
\_\_\_\_\_  
Deputy County Attorney

City of Tucson:

  
\_\_\_\_\_  
City Attorney

**EXHIBIT 1**







The four proposed use zones of Fort Lowell Park are as follows:

*Zone 1 – Fort Lowell Historic Zone*

This zone encompasses the buildings grouped around the historic Fort Lowell Parade Grounds and stretches across both sides of North Craycroft Road. The goal of the design approach is to define the spatial character of Fort Lowell as it appeared between 1873 and 1891 by using historic buildings and building ruins, new buildings on historic footprints, new “ghosted” frames re-visioning historic buildings, landscape features, and interpretive elements. Zone 1 includes all of the Adkins Parcel, the park area east of Craycroft that constitutes the original Fort Lowell Parade Grounds and surrounding buildings, and the Donaldson / Hardy Parcel.

*Zone 2 – Organized Sports Fields Zone*

This zone consolidates the sports fields now scattered around the site into a single location on the south side of Fort Lowell Park. The proposed design changes in this area are focused on improving the quality, orientation, and lighting of these fields, as well as improving user parking and participant access. Given the limited physical space of Fort Lowell Park and the desire to retain active recreational uses, the proposed landscape design opts for quality over

quantity; improving the functional quality of fields in lieu of increasing their numbers.

*Zone 3 – Swimming, Tennis, and Active Recreation Zone*

This zone houses the more active recreation programs including tennis, pool facilities, a snack bar, restrooms, and shaded bleachers will serve both swimming and tennis. It also provides for improved and increased parking, enhanced landscape, upgraded fitness areas serving a variety of users and age groups, the pond with enhanced trails and vegetation, and a one-mile full circuit multi-use (mostly) asphalt trail around the park.

*Zone 4 – Pantano Wash Natural Area and Native American Interpretation*

This zone includes the natural resource areas along the Pantano Wash, which are proposed to be protected and enhanced. Environmental education will be the focus of this zone providing exhibits, enhanced signage, interpretive trails, dedicated classroom space, and programs focusing on sustainability and habitat restoration. The zone calls for improved interpretation of Hohokam life-ways through new signage and exhibits. The pecan grove dating to the 1940’s will be restored.

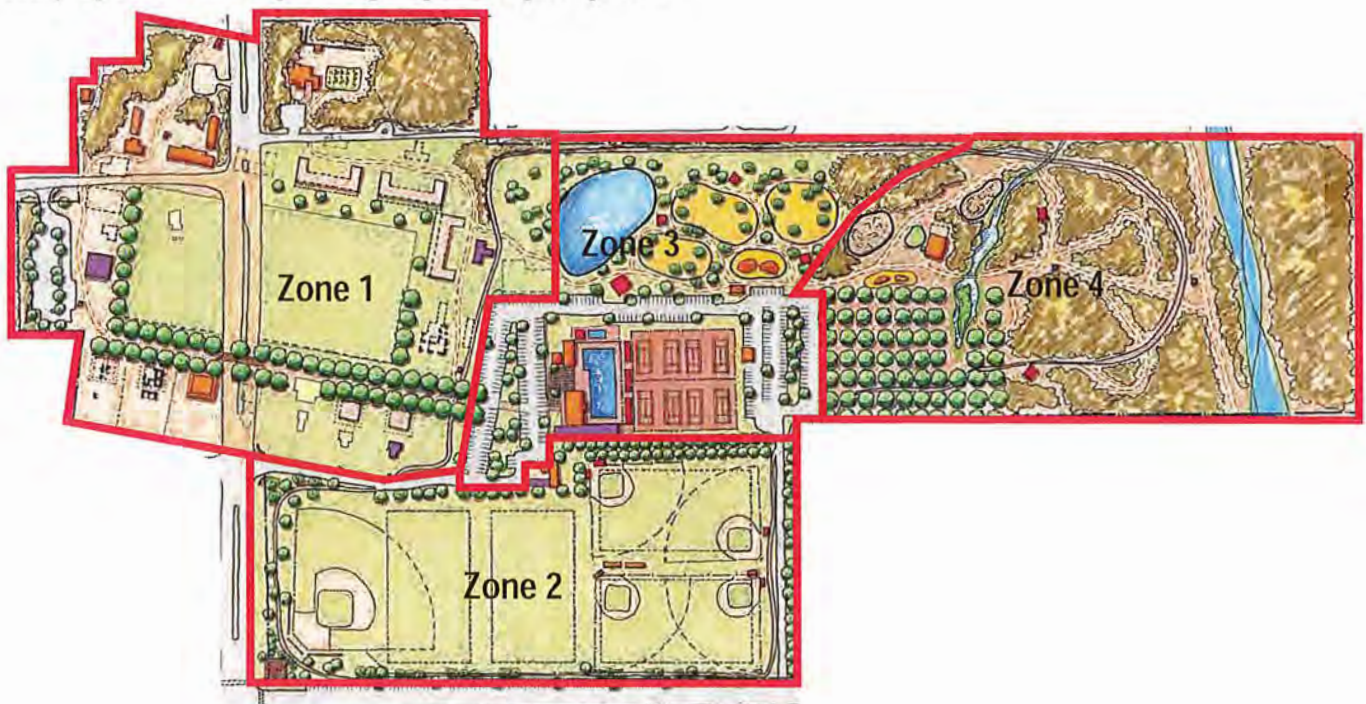


Figure 33: Master Plan Zones.

**EXHIBIT 2**



Doug Ducey  
Governor

# ARIZONA STATE PARKS & TRAILS

Bob Broscheid  
Executive Director



July 8th, 2022

Jasmine Chan, Management Coordinator  
255 W Alameda St  
Tucson, AZ, 85701

Re: Project 642205, City of Tucson, Historic Fort Lowell Rehabilitation

Dear Jasmine,

Enclosed is the signed project agreement for your Historic Fort Lowell Rehabilitation, Project 642205. All costs and match after 07/8/22 are eligible for this project. The project agreement includes a breakdown of the costs for the project. If there are any changes in the breakdown of these costs as the project progresses, please let us know *prior* to any change in the scope of work. We ask you follow the Administrative Guidelines posted at:  
[https://azstateparks.com/gallery/0004/0044/B6D9743DB7544D848A0648AD50F5D03D/Admin%20Guidelines%201\\_31\\_2022.pdf](https://azstateparks.com/gallery/0004/0044/B6D9743DB7544D848A0648AD50F5D03D/Admin%20Guidelines%201_31_2022.pdf)

All projects submitted are to be shovel ready and remain active until closure of the grant. Activity is defined as requesting reimbursements for your project within any six (6) month period. This activity period starts the day funds are released for your project, 07/8/22. If a project is not active within a six (6) month period, funding for the project will be withdrawn. Arizona State Parks and Trails will send you reminders prior to a project becoming inactive.

We will be asking to use our on-line system for reporting. When corresponding we ask that you reference your project number, 642205, in all e-mails. You will be submitting all expenses, match and status reports on the system found at: <https://azparkgrants.com>. For every reimbursement, expenses and match, we will need copies of invoices, volunteer time sheets, match (if required) and proof of payment. The status reports are required quarterly, the end of June, September, December and March.

We look forward to working with you on your project. If you have any questions, please contact myself at: [sgibbon@azstateparks.gov](mailto:sgibbon@azstateparks.gov) / 602-364-0059.

Thank you.

Satterra Gibbon, Grants Coordinator

Arizona State Parks  
1110 W Washington St, Phoenix, AZ 85007  
**PROJECT SPONSOR AGREEMENT**

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and the City of Tucson (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: Historic Fort Lowell Rehabilitation			PROJECT NUMBER: ASPT #: 642205		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE:  2022		
PROJECT PERIOD:  All expenses and match to be submitted prior to <u>3/5/24</u>					
GRANT PROGRAM: Heritage Fund Local, Regional, State Parks	GRANT AMOUNT:  \$300,000.00	%  19.5%	PARTICIPANT MATCH:  \$1,236,239.95	%  80.5	TOTAL PROJECT COST:  \$1,536,239.95
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A & B					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: ARS § 41-501- though 41-504. RESOLUTION: 23424					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD: <u>Kevin Brock</u> Signature Kevin Brock Assistant Director					
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW:  <u>Lars Hanrvey</u> Lars Hanrvey, Director 06/14/2022 Date			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional)   Attorney's Signature  Date		

The more recent version of the General Provisions based on the Project Sponsor and project type are enabled and incorporated into this agreement.

**Arizona State Parks  
PROJECT SPONSOR AGREEMENT**

**Attachment A  
Approved Project Scope and Special Conditions**

**PROJECT SPONSOR:** City of Tucson

**PROJECT TITLE:** Historic Fort Lowell Rehabilitation

**PROJECT NUMBER:** 642205

**PROJECT DESCRIPTION:** The Historic Fort Lowell Rehabilitation Project envisions this landmark of US military history as a local attraction integrated with other historic sites of Tucson to provide education, enrichment, and enjoyment of all visitors. Over the years, the City has acquired, and fenced in, parcels relevant to the interpretation of the Fort. This Rehabilitation Project will open the important histories of Fort Lowell through: rehabilitation of the Fort Commissary-turned-apartments, interpretive signage and walking path; site markers indicating locations of Fort facilities no longer standing; preservation of, and protective cover for, the Fort Hospital; restoration of Officer's Quarters 3 Interior to make available for docent-led tours; and restoration of Cottonwood Lane. In combination with current City funding sources used in these efforts and beyond, the Historic Fort Lowell Rehabilitation Project will welcome the casual and the expert visitor with opportunities to deepen their sense of place and the scope of military operations in the Tucson area. This Grant will fund construction at the Hospital, in Officer's Quarters 3, along Cottonwood Lane, and a portion of the Infantry Barracks Ramada.

**APPROVED PROJECT SCOPE:**

Construction .....	\$1,366,606.0
Contractual .....	0
	\$169,633.95
Total	\$1,536,239.95

**DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH**

The Tucson Parks & Recreation will provide up to \$1,236,239.95 in City Bond matching funds for this project. A 40% match is required with each reimbursement.

**SPECIAL CONDITIONS:**

The administration of this grant Participant Agreement is also subject to the contents of the Administrative Guidelines for Awarded Grants published by Arizona State Parks.

Actual project work must begin within 6 months of the fully executed Participant Agreement; construction must begin within 18 months of the fully executed Participant Agreement.

Preliminary design plans, conceptual drawings, and/or construction documents must indicate the project complies with the Secretary of Interior's Standards for Preservation. Onsite work may not proceed until such documentation is submitted for review by the SHPO and subsequently accepted by the Grant Program Coordinator.

The *Secretary of the Interior's Standards for Rehabilitation (Standards)* must be followed for all Heritage Preservation Grant projects (<https://www.nps.gov/tps/standards/rehabilitation.htm>). A final summary report and project "after" photos (if applicable) must be submitted with the required closure documentation.

A. Grant funding has been awarded based on preliminary review of the proposed rehabilitation. Selected grant recipients shall submit documentation to the State Historic Preservation Office for review and concurrence with a Finding of "no adverse impact" for the proposed rehabilitation work, prior to commencing with construction. The review submission shall include:

1. A narrative Scope of Work, specifically describing scope elements that will have an affect on the character-defining features of the property.
2. Design (or construction) drawings with a sufficient level of detail to understand the impact of the proposed rehabilitation work on the historic character of the property. If the information does not provide enough detail to understand the extent of the rehabilitation, additional information may be requested to complete the SHPO review.
3. Photographs of the existing condition of the historic property. The photos shall include exterior elevations of all sides of the building and all areas of proposed rehabilitation work, both interior and exterior.
4. The SHPO review documentation shall be submitted electronically to [azshpo@azstateparks.gov](mailto:azshpo@azstateparks.gov).

Detailed status quarterly reporting in ASPT's on-line system is required. Failure to provide these reports when requested will result in points being deducted in future funding requests and project funds being withdrawn. Failure to provide status reports when required may result in funds being withdrawn. (End of September, December, March and June)

See the General Provisions – Attachment B

#### **OTHER CONDITIONS**

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Allocated project funds can only be expended on the designated scope items.





# Final\_PA\_Historic Fort Lowell Rehabilitation.docx

Final Audit Report

2022-06-17

Created:	2022-06-14
By:	Saterra Gibbon (sgibbon@azstateparks.gov)
Status:	Signed
Transaction ID:	CBUCHBCA4BA40D_H7tnHF8B1mJ-ZSR7ia1lwjZb9FTN

## "Final\_PA\_Historic Fort Lowell Rehabilitation.docx" History

-  Document created by Saterra Gibbon (sgibbon@azstateparks.gov)  
2022-06-14 - 3:57:39 PM GMT
-  Document emailed to Lara Hamwey (lara.hamwey@tucsonaz.gov) for signature  
2022-06-14 - 4:00:20 PM GMT
-  Email viewed by Lara Hamwey (lara.hamwey@tucsonaz.gov)  
2022-06-14 - 4:35:46 PM GMT
-  Document e-signed by Lara Hamwey (lara.hamwey@tucsonaz.gov)  
Signature Date: 2022-06-14 - 5:04:40 PM GMT - Time Source: server
-  Document emailed to Kevin Brock (kbrock@azstateparks.gov) for signature  
2022-06-14 - 5:04:43 PM GMT
-  Email viewed by Kevin Brock (kbrock@azstateparks.gov)  
2022-06-14 - 5:23:27 PM GMT
-  Document e-signed by Kevin Brock (kbrock@azstateparks.gov)  
Signature Date: 2022-06-17 - 5:53:32 PM GMT - Time Source: server
-  Agreement completed.  
2022-06-17 - 5:53:32 PM GMT



Adobe Acrobat Sign

When recorded, mail a copy to:  
Arizona State Parks  
1110 West Washington St, Suite 100  
Phoenix, AZ 85007

PRESERVATION AND CONSERVATION EASEMENT DEED  
(Use when Grant Participant Owns Property to be Improved by Grant)

Grant Project Title: Historic Fort Lowell Rehabilitation  
Grant Project #: 642205

THIS PRESERVATION AND CONSERVATION EASEMENT DEED, made this July day of 8, 2022 ("Effective Date") by and between City of Tucson (Participant) and the Arizona State Parks Board (Board).

WHEREAS, Participant is owner in fee simple of certain real property located in County, Arizona, more particularly described in Exhibit A (the "Property");

WHEREAS, the Board is authorized to accept preservation and conservation easements to protect property significant in national and Arizona history and culture under Arizona Revised Statutes §§ 41-511.03, 41-511.05, and 33-271 through 33-276;

WHEREAS, because of its architectural, historic, archaeological and/or cultural values and significance, the Property was listed in the Arizona Register or the National Register of Historic Places on April 1978,

WHEREAS, Participant and the Board recognize the architectural, historic, archaeological and/or cultural values and significance of the Property, and have the common purpose of conserving and preserving those values and significance;

WHEREAS, the grant of a preservation and conservation easement on the Property by Participant to the Board will assist in preserving and maintaining the Property and its architectural, historic, archaeological, and/or cultural features for the benefit of the people of the State of Arizona and the United States of America;

WHEREAS, to that end, Participant desires to grant, and the Board desires to accept a preservation and conservation easement on the Property (the "Easement") for the period of 30 years starting on the effective date (the "Term of Public Use") which shall run with the land and be binding upon Participant's successors and assigns.

THEREFORE, in consideration of the sum of \$300,000.00 that Participant received as grant assistance through the Board from the Arizona State Parks Heritage Fund to be used to improve the Property, Participant does voluntarily grant and convey to the Board the Easement for the Term of Public Use.

## I. PURPOSE

The purpose of the Easement is to assure that the architectural, historic, archaeological and/or cultural features of the Property will be retained and maintained for the Term of Public Use, to prevent any use or change of the Property that will significantly impair or interfere with the Property's architectural, historic, and/or cultural values and significance, and to provide public access.

## II. PARTICIPANT'S COVENANTS

During the Term of Public Use:

A. The Participant agrees to assume the cost of the continued maintenance and repair of the Property and to preserve and/or enhance the architectural, historic, and/or cultural features of the Property that made it eligible for listing in the Arizona Register or the National Register of Historic Places.

B. The Participant agrees that no visual or structural alterations will be made on the property during the term of this Easement without prior written permission of the Board.

C. The Participant agrees that the Board, and their agents or designees, shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Easement are being observed.

D. The Participant agrees that when the Property is not clearly visible from a public right-of-way or includes interior work funded with Arizona Heritage Fund grants, the property will be open to the public for the purpose of viewing the grant-funded work no less than 12 days a year and at other times by appointment. The Participant may charge a reasonable, non-discriminatory admission fee, comparable to fees charged at similar facilities in the area. Notice of the time and dates when the facility will be open must be published in newspapers of general circulation in the community in which the Property is located at least once per year. Participant must keep documentation of the notice publications, which will be available for inspection by the Board or their agents or designees during the Term of Public Use.

E. In the event that Participant breaches any of the terms of this Easement, Participant agrees to reimburse the Board the amount of the grant plus all fees and expenses incurred in connection with the enforcement of the Easement, including but not limited to court costs, expert and attorney's fees, and interest.

F. Participant agrees to indemnify, release and hold harmless the Board, its employees, officers, agents and assignees from any costs, claims, damages, reimbursements, or payments related to this Easement. Participant additionally agrees that the Board, its employees, officers, agents and assignees have no obligation for maintaining, repairing, or administering the Property or the Easement.

G. Participant agrees to provide timely notice to the Board of the sale or transfer of the property, and to provide the new owner or occupant with a copy of this Easement.

Historic Fort Lowell Rehabilitation

#642205

Page 3 of 4

H. Participant hereby acknowledges that Participant has read and understands the Participant Agreement and its attachments, which are attached as Exhibit "A."

IN WITNESS WHEREOF, the Participant and the Board have executed this Easement which shall become effective immediately upon signature by both parties.

PARTICIPANT

[Signature]  
Signature

Lara Hamwey  
Print Name

Director  
Title

6/14/2022  
Date

ACKNOWLEDGMENT BY  
PARTICIPANT

State of Arizona )  
County of \_\_\_\_\_ )

The foregoing instrument was  
acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_ by

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Notary Public

(Seal)

ARIZONA STATE PARKS BOARD

[Signature]  
Signature

ROBERT BRISCHIED  
Print Name

EXECUTIVE DIRECTOR  
Title

7-8-22  
Date

ACKNOWLEDGMENT BY BOARD

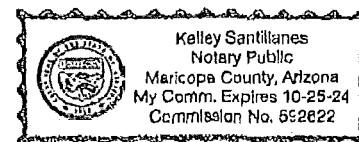
State of Arizona )  
County of MARICOPA )

The foregoing instrument was  
acknowledged before me this 8  
day of JULY, 2022 by

Robert BRISCHIED  
Arizona State Parks Board

Kelley Santillanes  
Notary Public

(Seal)



**EXHIBIT 3**

	Quantity	Unit Type	Unit Cost	Total Cost	Match/in-Kind	Total Grant Request
Preserve - Hospital						
Remove Chain Link Material	1	Other	1,200.00	1,200.00	-	1,200.00
Remove Chain Link Construction	1	Other	1,914.38	1,914.38	714.38	1,200.00
Repair/Replace Corrugated Roof Material	1	Other	9,600.00	9,600.00	-	9,600.00
Repair/Replace Corrugated Roof Construction	1	Other	15,045.97	15,045.97	5,445.97	9,600.00
Repair Purlins Material	1	Other	300.00	300.00	-	300.00
Repair Purlins Construction	1	Other	474.24	474.24	174.24	300.00
Lateral Bracing at Column Material	1	Other	4,600.00	4,600.00	-	4,600.00
Lateral Bracing at Column Construction	1	Other	7,196.18	7,196.18	2,596.18	4,600.00
Paint Structure Material	1	Other	2,300.00	2,300.00	-	2,300.00
Paint Structure Construction	1	Other	3,599.06	3,599.06	1,299.06	2,300.00
Ghost Porch Roof & Upper Parapet Material	1	Other	64,100.00	64,100.00	-	64,100.00
Ghost Porch Roof & Upper Parapet Construct	1	Other	100,266.42	100,266.42	36,166.42	64,100.00
Restoration - Officer's Quarters 3 Interior						
Security System & Electrical Service Material	1	Other	8,700.00	8,700.00	-	8,700.00
Security System & Electrical Service Construc	1	Other	13,621.31	13,621.31	4,921.31	8,700.00
Interior Finishes Material	1	Other	13,400.00	13,400.00	-	13,400.00
Interior Finishes Construction	1	Other	20,971.70	20,971.70	7,571.70	13,400.00
Tapered Roof Insulation Material	1	Other	2,700.00	2,700.00	-	2,700.00
Tapered Roof Insulation Construction	1	Other	4,242.99	4,242.99	1,542.99	2,700.00
Plaster Ceiling Material	1	Other	5,100.00	5,100.00	-	5,100.00
Plaster Ceiling Construction	1	Other	7,974.96	7,974.96	2,874.96	5,100.00
Restoration - Cottonwood Lane						
Cottonwood Trees Material	1	Other	9,200.00	9,200.00	-	9,200.00
Cottonwood Trees Construction	1	Other	14,392.35	14,392.35	5,192.35	9,200.00
4' Picket Fencing Material	1	Other	7,400.00	7,400.00	-	7,400.00
4' Picket Fencing Construction	1	Other	11,556.59	11,556.59	4,156.59	7,400.00
Interp - Cavalry Company Corral						
Cavalry Company Quarters Structure Materia	1	Other	99,700.00	99,700.00	99,700.00	-
Cavalry Company Quarters Structure Construc	1	Other	155,936.93	155,936.93	155,936.93	-
Porch Roof Material	1	Other	23,010.00	23,010.00	1,610.00	21,400.00
Porch Roof Construction	1	Other	35,988.94	35,988.94	14,588.94	21,400.00
Brick Pavers Material	1	Other	43,680.00	43,680.00	43,680.00	-
Brick Pavers Construction	1	Other	68,315.60	68,315.60	68,315.60	-
Kitchen "Ghosting" @ Ground Material	1	Other	13,100.00	13,100.00	13,100.00	-
Kitchen "Ghosting" @ Ground Construction	1	Other	20,499.39	20,499.39	20,499.39	-
Picnic Table Material	1	Other	8,300.00	8,300.00	8,300.00	-
Picnic Table Construction	1	Other	12,973.50	12,973.50	12,973.50	-
Masonry Fireplace/BBQs Material	1	Other	16,880.00	16,880.00	16,880.00	-
Masonry Fireplace/BBQs Construction	1	Other	26,397.38	26,397.38	26,397.38	-

**EXHIBIT 4**



### **Bond-Required Project Assets**

- Commissary Apartments
- Donaldson House

### **Ranked-Order Priority List**

1. Reconstructed Officer's Quarters 5, Fort Lowell Museum
2. Hospital Structure
3. Site orientation, paths, signage, foundations
4. Officer's Quarters 3 Interior
5. Cottonwood Lane
6. Infantry Barracks 1
7. Adkins House Stabilization
8. Demolition of structures within the Parade Grounds

**EXHIBIT 5**

EXHIBIT "A"

Parcel 1:

That part of the Southeast quarter of the Northeast quarter of Section 35, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point 1020 feet Easterly from the West line and 75 feet Southerly from the North line of said Southeast quarter of the Northeast quarter of said Section 35;

THENCE Southerly, parallel with the East line of said Section 35, 220 feet to a point;

THENCE Easterly, parallel with the North line of said quarter section, 300 feet, more or less, to a point on the East line of said Section 35;

THENCE Northerly along the East line of said Section 35 a distance of 220 feet to a point;

THENCE at right angle Westerly 300 feet, more or less, to the PLACE OF BEGINNING.

EXCEPT the West 120 feet thereof;

EXCEPT that part lying within the right of way of Ft. Lowell Road, as shown on the map recorded in Book 1 of Road Maps, Page 12; and

EXCEPT that part lying within Craycroft Road, as shown on the map recorded in Book 1 of Road Maps, Page 151.

Parcel 2:

The West 120 feet of that part of the Southeast quarter of the Northeast quarter of Section 35, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point 1020 feet Easterly from the West line and 75 feet Southerly from the North line of said Southeast quarter of the Northeast quarter of said Section 35;

THENCE Southerly, parallel with the East line of said Section 35, 220 feet to a point;

THENCE Easterly, parallel with the North line of said quarter section, 300 feet, more or less, to a point on the East line of said Section 35;

THENCE Northerly along the East line of said Section 35 a distance of 220 feet to a point;

THENCE at right angle Westerly 300 feet, more or less, to the PLACE OF BEGINNING;

EXCEPT that part lying within Ft. Lowell Road, as shown on the map recorded in Book 1 of Road Maps, Page 12.

Parcel 3:

That part of the Southeast quarter of the Northeast quarter of Section 35, Township 13 South,

**EXHIBIT "A" (continued)**

Order No.: 60016047-JK

Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the North boundary line of the property herein described, said point being distant 820 feet Easterly from the West line and 75 feet Southerly from the North boundary line of said Southeast quarter of the Northeast quarter of Section 35;

THENCE Easterly parallel with the North line of said Southeast quarter of the Northwest quarter of Section 35, 200 feet to a point;

THENCE at right angles Southerly 220 feet to a point;

THENCE Westerly at right angles 200 feet to a point, said point being distant 820 feet Easterly from the West boundary line of said Southeast quarter of the Northeast quarter of Section 35;

THENCE at right angles Northerly 220 feet to the POINT OF BEGINNING;

EXCEPT that part lying within Ft. Lowell Road, as shown on the map recorded in Book 1 of Road Maps, Page 12.

Parcel 4:

That part of the Southeast quarter of the Northeast quarter of Section 35, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the North boundary line of the property now owned by the Grantor herein, said point being distant 820 feet Easterly from the West line and 295 feet Southerly from the North line of the said Southeast quarter of the Northeast quarter of Section 35;

THENCE Southerly, parallel with the East line of Section 35, 133 feet to a point;

THENCE Easterly parallel with North line of said quarter section, 500 feet, more or less, to a point on the East line of Section 35;

THENCE Northerly along the East line of said Section 35 a distance of 133 feet to a point;

THENCE at right angles Westerly 500 feet, more or less, to the PLACE OF BEGINNING;

EXCEPT that part lying within Craycroft Road, as shown on the map recorded in Book 1 of Road Maps, Page 151.

Parcel 5:

That portion of the Southeast quarter of the Northeast quarter of Section 35, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 35, which is Southerly 726 feet from the Northeast corner of the said Southeast quarter of the Northeast quarter of Section 35, said point being the Northeast corner of that parcel of land conveyed to Martha Pottenger by Deed recorded in Book 342 of Dockets at Page 68;

THENCE Northwesterly along the Northerly line of said Pottenger parcel to the Northwest corner thereof, said corner being on the Easterly line of that parcel of land conveyed to Martha

14-10-00 00-1-00-00

EXHIBIT "A" (continued) Order No.: 60016047-JK

Order No.: 60016047-JK

Pottenger by Deed recorded in Book 342 of Dockets at Page 66;

THENCE Northeasterly along the said Easterly line of that parcel of land described by Deed recorded in Book 342 of Dockets at Page 66 a distance of 220 feet, more or less, to the Southerly line of the parcel of land conveyed to Marion H. Adkins et ux by Deed recorded in Book 450 of Dockets at Page 540;

THENCE Easterly along the Southerly line of Adkins Parcel 342 feet, more or less, to the East line of said Section 35;

THENCE Southerly along said East line of Section 35, a distance of 298 feet, more or less, to the POINT OF BEGINNING;

EXCEPT that part lying within Craycroft Road, as shown on the map recorded in Book 1 of Road Maps, Page 151.

127000101030

## EXHIBIT "A" (continued)

## S & S Surveys, Inc.

3847 North First Avenue

Tucson, Arizona 85719

Phone: (520) 624-6466

**Fax: (520) 623-4877**

Email: [jdstilzer@sandssurveys.biz](mailto:jdstilzer@sandssurveys.biz)

John D. Suter -

Registered Land Surveyor

LEGAL DESCRIPTION PARCEL - 1

A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCKET 12759, PAGE 5132, FILED IN THE OFFICE OF THE RECORDER, PIMA COUNTY, ARIZONA, WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, G&S.R.M., PIMA COUNTY, ARIZONA, FALLING WEST OF REFERENCE LINE "A" AS DEPICTED ON RECORD OF SURVEY, BOOK 63, PAGE 13, FILED IN THE OFFICE OF THE RECORDER, PIMA COUNTY, ARIZONA.



**EXPIRES 6/30/2010**

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EXHIBIT "A" (continued)

**S & S Surveys, Inc.**

3847 North First Avenue

Tucson, Arizona 85719

Phone: (520) 624-6466

Fax: (520) 623-4877

Email: jdstitzer@sandssurveys.biz

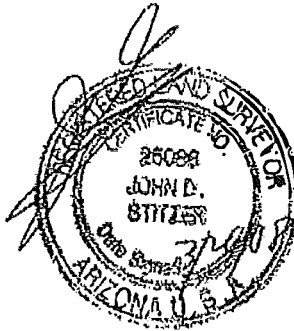
John D. Stitzer

Registered Land Surveyor



LEGAL DESCRIPTION PARCEL - 2

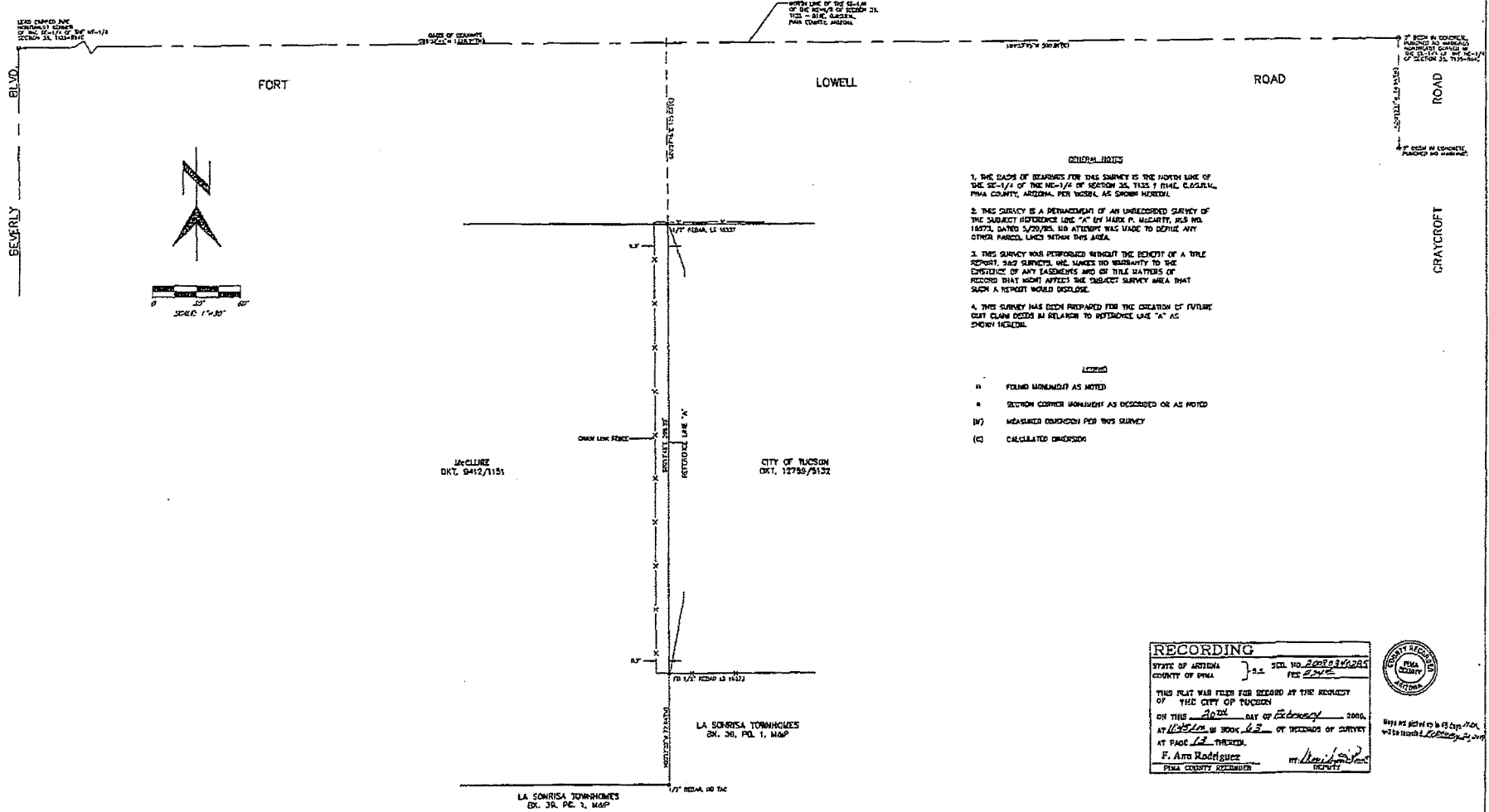
A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCKET 9412, PAGE 1151, FILED IN THE OFFICE OF THE RECORDER, PIMA COUNTY, ARIZONA, WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, G&S.R.M., PIMA COUNTY, ARIZONA, FALLING EAST OF REFERENCE LINE "A" AS DEPICTED ON RECORD OF SURVEY, BOOK 63, PAGE 13, FILED IN THE OFFICE OF THE RECORDER, PIMA COUNTY, ARIZONA.



EXPIRES 6/30/2010

1067-8 00000

# EXHIBIT "A" (continued)



- GENERAL NOTES**
1. THE DATE OF BEGINNING FOR THIS SURVEY IS THE NORTH LINE OF THE SE-1/4 OF THE NE-1/4 OF SECTION 35, T13S 9 R14E, GILBERT, PIMA COUNTY, ARIZONA, PER MONUMENT AS SHOWN HEREON.
  2. THIS SURVEY IS A RECONSTRUCTION OF AN UNRECORDED SURVEY OF THE SUBJECT REFERENCE LINE "A" BY HARRY P. ALLEN, SLS NO. 18373, DATED 3/20/1908. NO ATTEMPT WAS MADE TO DEFINE ANY OTHER PARCELS LINES WITHIN THIS AREA.
  3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, SAYS SURVEYOR, WHO MAKES NO WARRANTY TO THE EXISTENCE OF ANY EASEMENTS AND OF TITLE MATTERS OF RECORD THAT MIGHT AFFECT THE SUBJECT SURVEY AREA THAT SUCH A REPORT WOULD DISCLOSE.
  4. THIS SURVEY HAS BEEN PREPARED FOR THE CREATION OF FUTURE DEED CLAIMS BEING IN RELATION TO REFERENCE LINE "A" AS SHOWN HEREON.

- LEGEND**
- (a) FOUND MONUMENT AS NOTED
  - (b) SECTION CORNER MONUMENT AS RECORDED OR AS NOTED
  - (c) MEASURED DIMENSIONS PER THIS SURVEY
  - (d) CALCULATED DIMENSIONS

RECORDING	
STATE OF ARIZONA COUNTY OF PIMA	DEED NO. <u>2008-004</u> PER <u>2008</u>
THIS PLAT WAS FILED FOR RECORD AT THE RECORDS OF THE CITY OF TUCSON	
ON THIS <u>20th</u> DAY OF <u>February</u> , 2008, AT <u>11:55 AM</u> IN BOOK <u>63</u> OF RECORDS OF SURVEY AT PAGE <u>12</u> THEREIN.	
<u>F. ALTO RODRIGUEZ</u> PIMA COUNTY RECORDER	<u>My Comm. Expires</u> RECEIVED

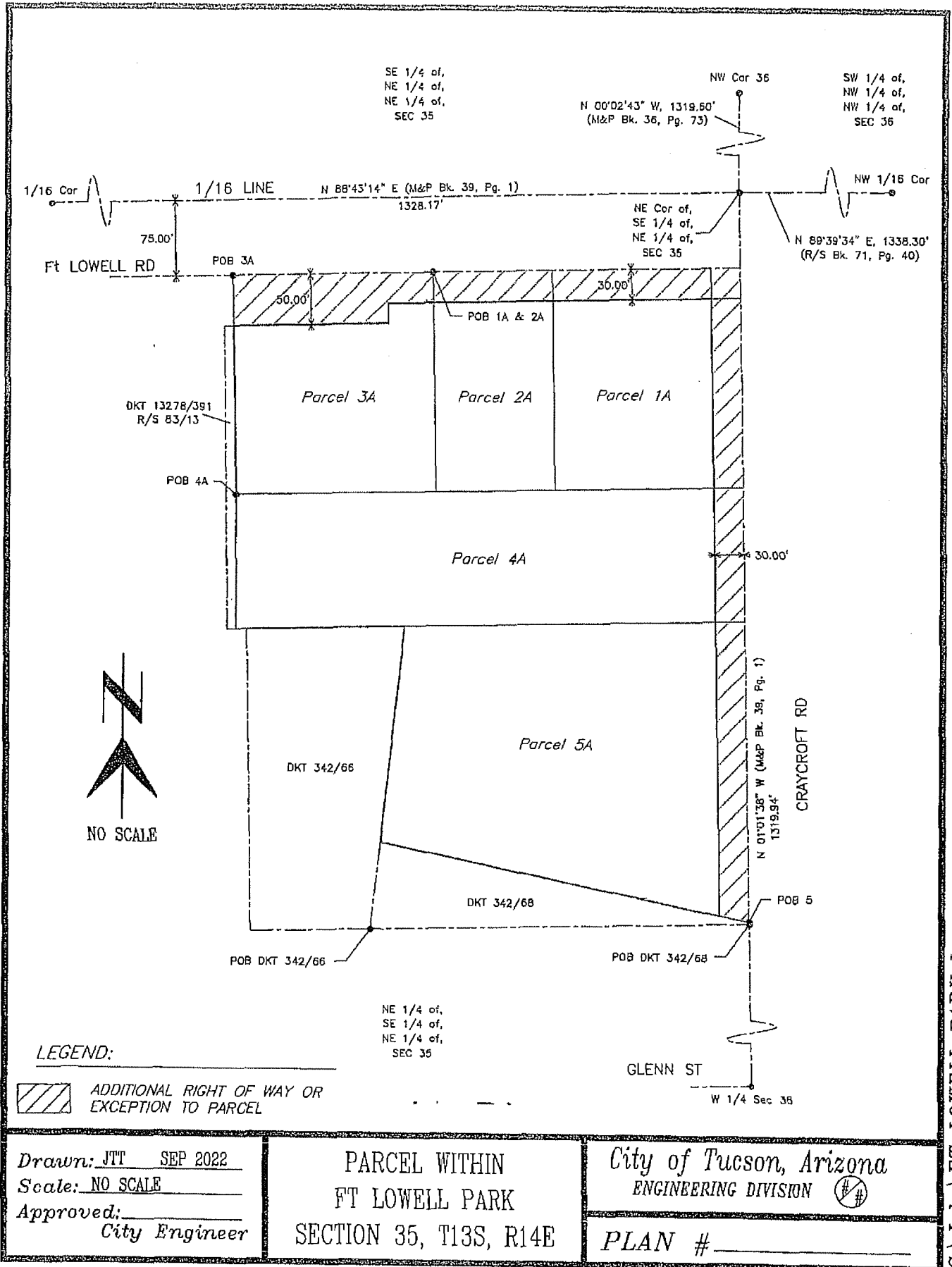
NOTE: AS SHOWN ON THE 1/2" SCALE MAP, THE 1/2" REFERENCE LINE "A" IS SHOWN AS A DASHED LINE.

**NOTICE:**  
ACCORDING TO ARIZONA STATUTES IT IS UNLAWFUL TO DISTURB OR DESTROY A LAND SURVEY MONUMENT THAT BEARS AN AGENCY'S NAME OR THE REGISTRATION NUMBER OF A LAND SURVEYOR

RECORD OF SURVEY	
DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	
SURVEY OF A PORTION OF THE SE-1/4 OF THE NE-1/4 OF SECTION 35, T13S 9 R14E, GILBERT, PIMA COUNTY, ARIZONA.	
	CITY OF TUCSON
DATE BY <u>J.D.S.</u>	FILED <u>2008</u>
DATE BY <u>J.D.S.</u>	FILED <u>2008</u>
DATE BY <u>J.D.S.</u>	FILED <u>2008</u>
PLAN NO. <u>H-2008-004</u>	



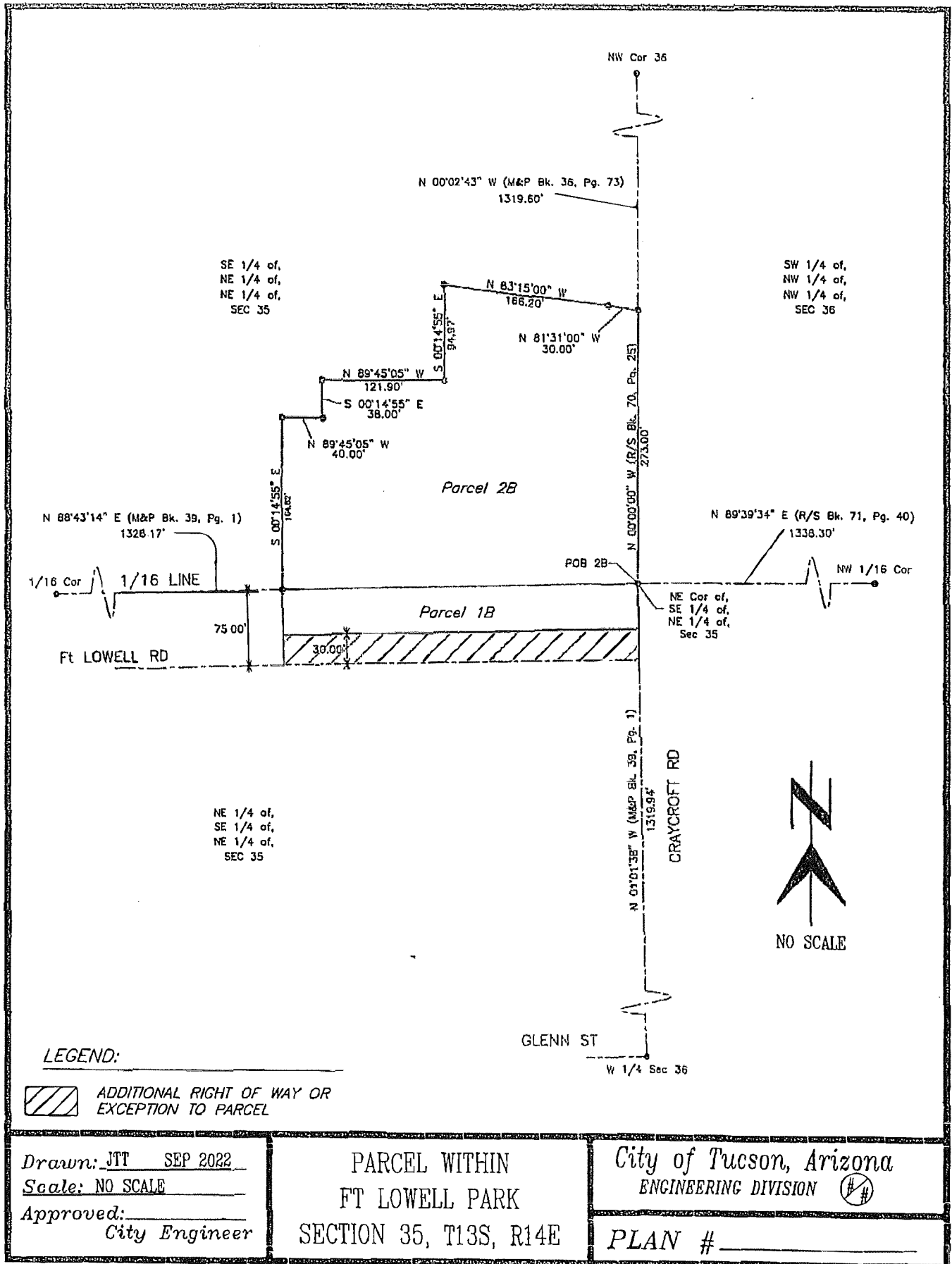
# EXHIBIT "A-1"



## Exhibit B to Exhibit 5 to Exhibit A to Resolution No. 23560

11-10-1962

# EXHIBIT "B-1"



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## EXHIBIT C

### PARCEL I:

The south 300 feet of the southwest quarter of the northwest quarter of the northwest quarter of Section 36, Township 13 South of Range 14 East, G. & S. R. B. & M., Pima County, Arizona;

Excepting from said property hereinabove described the north 270 feet of the south 300 feet of the west 360 feet thereof;

Except the east 50 feet of the south 300 feet thereof;

And further except any portion lying within Craycroft Road.

### PARCEL II:

All that part of the southwest quarter of the northwest quarter of the northwest quarter of Section 36, Township 13 South, Range 14 East, G. & S. R. B. & M., Pima County, Arizona, as follows:

Beginning at a point distant 30 feet north and 12 feet east of the southwest corner of said southwest quarter of the northwest quarter of the northwest quarter;

Thence north and parallel with the west boundary of said southwest quarter of the northwest quarter of the northwest quarter, a distance of 270 feet to a point;

Thence east and parallel with the south boundary of said southwest quarter of the northwest quarter of the northwest quarter, a distance of 348 feet to a point;

Thence south and parallel with said west boundary line of said southwest quarter of the northwest quarter of the northwest quarter a distance of 270 feet to a point;

Thence west along a line parallel with and distant 30 feet from the south boundary of said southwest quarter of the northwest quarter of the northwest quarter, a distance of 348 feet to the Point of Beginning;

Except any portion lying within Craycroft Road.

JV A25 100 9 130

7545 1002

# EXHIBIT "C-1"

SE 1/4 of,  
NE 1/4 of,  
NE 1/4 of,  
SEC 35

NW Cor 36

SW 1/4 of,  
NW 1/4 of,  
NW 1/4 of,  
SEC 36



N 00°02'43" W (M&P Bk. 36, Pg. 73)  
1319.60'

1/16 LINE  
N 88°43'14" E  
1328.17'  
(M&P Bk. 39, Pg. 1)

1/16 Cor

PT 25

NE Cor of,  
SE 1/4 of,  
NE 1/4 of,  
Sec 35

NE 1/4 of,  
SE 1/4 of,  
NE 1/4 of,  
SEC 35

CRAYCROFT RD

N 01°01'36" W (M&P Bk. 39, Pg. 1)  
1319.94'

GLENN ST

W 1/4 Sec 36

N 89°33'34" E (R/S Bk. 71, Pg. 40)  
1338.30'

NW 1/16 Cor

Parcel 2C

Parcel 1C

## LEGEND:



ADDITIONAL RIGHT OF WAY OR  
EXCEPTION TO PARCEL

Drawn: JTT SEP 2022  
Scale: NO SCALE  
Approved: \_\_\_\_\_  
City Engineer

PARCEL WITHIN  
FT LOWELL PARK  
SECTION 35, T13S, R14E

City of Tucson, Arizona  
ENGINEERING DIVISION #4

PLAN # \_\_\_\_\_

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## EXHIBIT 'D'

### PARCEL LEGAL DESCRIPTION

All that portion of that parcel described in Docket 7387 at Page 553 being a part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, described as follows:

**COMMENCING** at the West Quarter Corner of said Section 36, monumented by a 2 inch brass cap monument in a casting stamped "RLS 12214", from which a 2 1/2 inch ACP stamped "RLS 10848" with aliquot markings located at the Northwest Corner of said Section 36, bears North 00° 45' 05" West (Basis of Bearings for this legal description), a distance of 2,639.45 feet;

Thence North 00° 14' 55" West, a distance of 1,319.98 feet to a point on the North Line of the Southwest Quarter of the Northwest Quarter of said Section 36, monumented by a 2 inch BCSM with only a punch;

Thence North 89° 39' 23" East along said North Line, a distance of 85.00 feet to a point on the east right-of-way of Craycroft Road as depicted on Sheet 5 of COT Paving Plan I-92-023, monumented by a 1/2 inch rebar tagged "RLS 25086", said point being the **POINT OF BEGINNING**;

Thence continue North 89° 39' 23" East along said North Line, a distance of 622.45 feet to a point;

Thence South 00° 33' 53" East, a distance of 389.42 feet to a point;

Thence North 87° 27' 29" West, a distance of 125.66 feet to a point;

Thence South 06° 27' 35" West, a distance of 271.90 feet to a point of curvature concave to the northwest;

Thence along the arc of a circular curve to the right having a radius of 21.23 feet, a central angle of 95° 07' 48" and an arc length of 35.25 feet to a point of tangency;

Thence North 78° 24' 36" West, a distance of 173.70 feet to a point;

Thence South 54° 14' 35" West, a distance of 133.99 feet to a point;

Thence South 87° 15' 21" West, a distance of 166.65 feet to a point on the east right-of-way of Craycroft Road being on a line 75.00 feet east of and parallel with the West Line of said Section 36, monumented by a 1/2 inch rebar tagged "LS 13175";

Thence North 00° 45' 05" West along said east right-of-way, a distance of 257.75 feet to a point monumented by a 1/2 inch rebar tagged "RLS 25086";

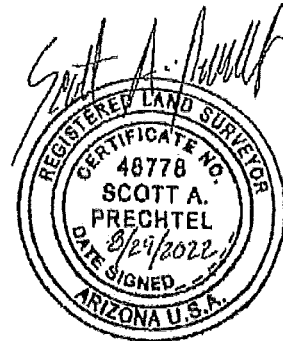
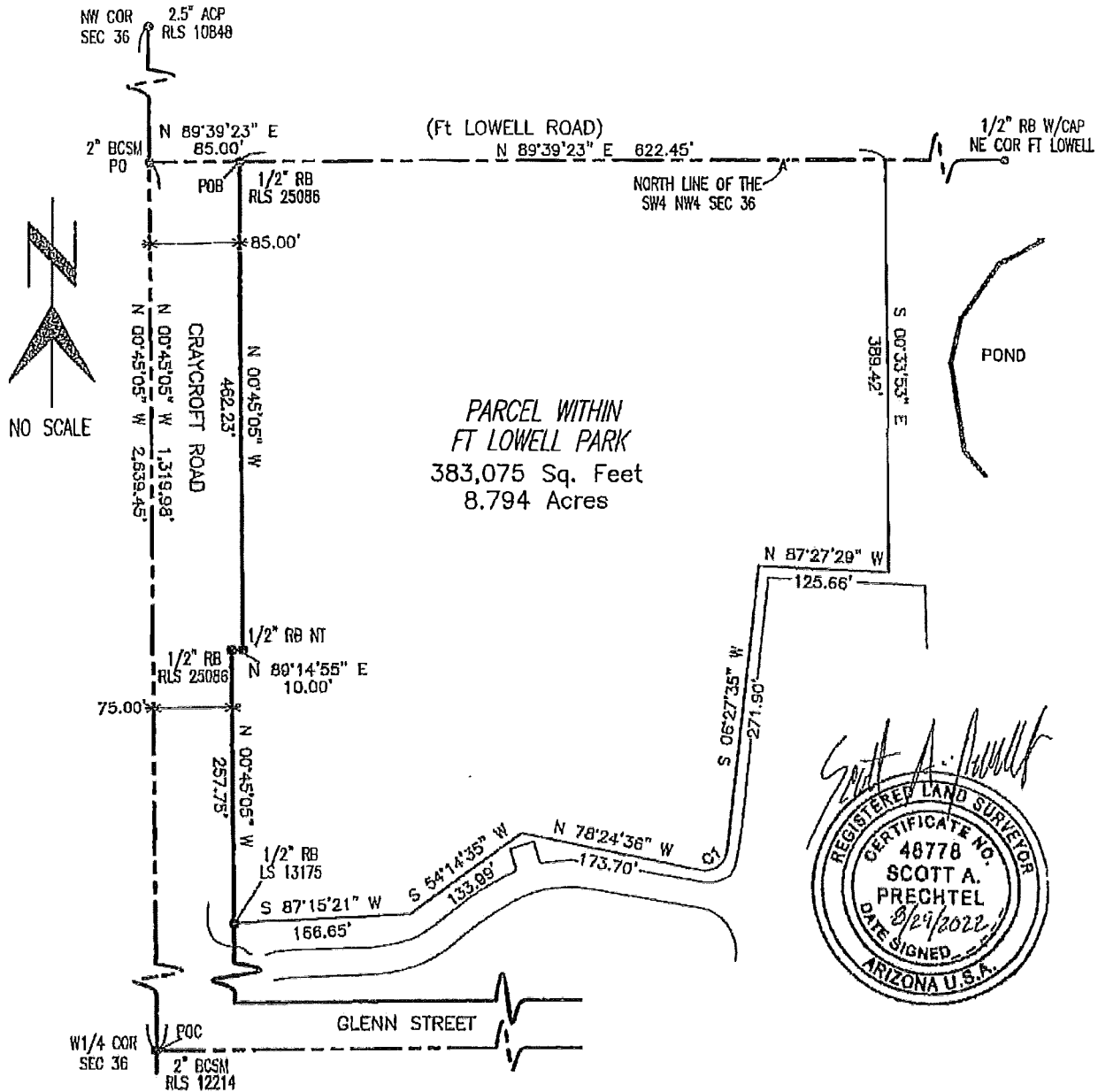
Thence North 89° 14' 55" East along said east right-of-way, a distance of 10.00 feet to a point on a line 85.00 feet east of and parallel with the West Line of said Section 36, and monumented by a 1/2 inch rebar;

Thence North 00° 45' 05" West along said west right-of-way, a distance of 462.23 feet to a point, said point being the **POINT OF BEGINNING**.

Said parcel contains 383,075 square feet (8.794 acres), more or less.



# EXHIBIT "D-1"



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	21.23'	95°07'48"	35.25'

PARCEL 383,075± SQ. FT.  
(8.794± ACRES)

Drawn: SAP AUG, 2022  
Scale: NO SCALE  
Approved: \_\_\_\_\_  
City Engineer

PARCEL WITHIN  
FT LOWELL PARK  
SECTION 36, T13S, R14E

City of Tucson, Arizona  
ENGINEERING DIVISION (3/3)

PLAN # \_\_\_\_\_

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