



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

Requested Board Meeting Date: February 16, 2016

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** City of Tucson

**Project Title/Description:**

An Intergovernmental Agreement (IGA) between the City of Tucson (City), Pima County (County), and the Pima County Regional Flood Control District (District) for the Pantano Wash Bank Protection Phase III project at Fort Lowell Park.

**Purpose:**

By this IGA, the City agrees to allow the District to design and construct bank protection and river park improvements from Fort Lowell Park to Tanque Verde Road along the Pantano Wash. The District will maintain the bank protection and the associated channel, the County will maintain the river park improvements, and the City will retain ownership of the land.

**Procurement Method:**

CTN-Intergovernmental Agreement (IGA)

**Program Goals/Predicted Outcomes:**

The District and the County intend to build and maintain the bank protection and river park along the Pantano Wash from Fort Lowell Park to Tanque Verde Road. This IGA will provide an easement to allow future continuity of The Loop and immediate connectivity from Fort Lowell Park with the river park system on the Pantano Wash upon completion of the construction project.

**Public Benefit:**

Development of the river park system on the Pantano Wash with access from and to Fort Lowell Park as a destination on the river park system and The Loop.

**Metrics Available to Measure Performance:**

Construction of 650 linear feet of paved pathway and parallel decomposed pathway, river park improvements, landscape and irrigation, and 300 linear feet of soil cement bank protection.

**Retroactive:**

N/A

To: COB 2-3-16 (4)  
Ver. - 1  
Pgs. - 31

Procure Dept 01/28/16 PM03:49

**Original Information**

Document Type: CTN Department Code: FC Contract Number (i.e., 15-123): 16\*109  
Effective Date: 2/16/16 Termination Date: 2/16/41 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 0 ☒ Revenue Amount: \$ 0  
Funding Source(s): Regional Flood Control District Tax Levy

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Larry Robison

Department: Regional Flood Control District Telephone: 724-4660

Department Director Signature/Date: [Signature] 1-26-16

Deputy County Administrator Signature/Date: [Signature] 1/27/16

County Administrator Signature/Date: [Signature] 1/27/16  
(Required for Board Agenda/Addendum Items)

ADOPTED BY THE  
MAYOR AND COUNCIL

November 4, 2015

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RESOLUTION NO. 22487

RELATING TO INTERGOVERNMENTAL AGREEMENTS AND PARKS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON (CITY), PIMA COUNTY, AND THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT ("DISTRICT") FOR THE PANTANO WASH BANK PROTECTION PHASE III PROJECT AT FORT LOWELL PARK; AND DECLARING AN EMERGENCY.

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

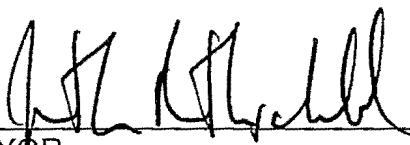
SECTION 1. The IGA between the City, Pima County, and the District for the Pantano Wash Bank Protection Phase III Project at Fort Lowell Park granting the County and District easements to provide for construction, operation and maintenance of flood control improvements, ecosystem preservation and improvements, and river park improvements on City-owned land at Fort Lowell Park (the "Project"), attached hereto as Exhibit A, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the 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.

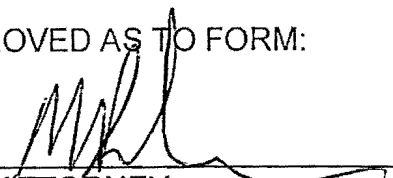
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 4, 2015.

  
\_\_\_\_\_  
MAYOR


ATTEST:

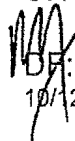
  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

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

REVIEWED BY:

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

  
DF:mg  
10/12/15

**CONTRACT**NO. CTN-FC-16 \* 109

AMENDMENT NO. \_\_\_\_\_

This number must appear on all  
voices, correspondence and  
documents pertaining to this  
contract.

**Intergovernmental Agreement between  
The City of Tucson, Pima County, and the  
Pima County Flood Control District for the  
Pantano Wash Bank Protection Phase III Project at  
Fort Lowell Park**

This Intergovernmental Agreement (Agreement) is entered into by and between Pima County ("County"), a political subdivision of the State of Arizona, the Pima County Flood Control District ("District"), a political taxing subdivision of the State of Arizona, and the City of Tucson ("City"), a municipal corporation (collectively, "the Parties"), pursuant to Arizona Revised Statutes (A.R.S.) Section 11-952.

**Recitals**

- A. District is authorized by A.R.S. § 48-3603 to construct, operate, and maintain flood control works and storm-drainage facilities for the benefit of the District, and to acquire property for those purposes.
- B. County is authorized by A.R.S. § 11-932 to dedicate, hold, maintain and improve County property for the operation of a public park.
- C. City is authorized by A.R.S. §§ 48-572(5) and 9-276 to construct, reconstruct or acquire drainageways and channels, parks, and trail systems.
- D. City is authorized by A.R.S. § 9-494 to maintain and improve land it owns or acquires for the use and purpose of a public park.
- E. The Parties wish to cooperate in the design and construction of the Pantano Wash Bank Protection Phase III Project ("the Project"), as depicted in **Exhibit A-1** and **Exhibit A-2**. The purpose for the Project is to provide flood control improvements, ecosystem preservation and improvements, and river park improvements ("the River Park") along a specific segment of the Pantano Wash through Fort Lowell Park.
- F. The Parties may contract for services and enter into agreements with each other for joint or cooperative action pursuant to A.R.S. § 11-952.
- G. The total Project is currently estimated to cost approximately \$7 million.
- H. The District desires to advertise, award, execute and administer the design and construction contracts for the Project and will operate and maintain the Pantano Wash channel and bank protection and flood control improvements (collectively, "Flood Control Improvements").

- I. After completion of the Project, County desires to operate and maintain in accordance with this Agreement the recreational improvements, including, but not limited to, shared use pathways and other recreational facilities, handrails, safety rails, plants, trees, drainageways, potable and reclaimed water facilities, wastewater facilities and irrigation systems (collectively, "Park Improvements").
- J. City desires to provide County with all temporary and permanent easements, copies of which are attached hereto as **Exhibit B-1**, **Exhibit B-2**, and **Exhibit C** respectively, necessary to construct and maintain the Project as depicted in **Exhibit A-2** within Fort Lowell Park along the Pantano Wash.
- K. County desires to construct and maintain all improvements in Fort Lowell Park as shown on Exhibit A-2 (Dated 10/15/14) and on the 95% complete set of project plans (Dated 10/20/14), including the Entry Feature, Interpretive Areas 1 through 5, all landscaping including the Mesquite Bosque, and Decomposed Granite Path. County desires to maintain all Drainageway, River Park and Park Improvements in the area within Fort Lowell Park as depicted in the easement area described in **Exhibit C**.
- L. Construction of the Project is currently scheduled to commence on or before April 2016, subject to the acquisition of all necessary permits, easements and environmental clearances necessary for the Project, and is estimated to be completed approximately 12 months after the start of construction. Construction will include all improvements in Fort Lowell Park as shown on the 95% complete set of project plans for Pantano Wash Bank Protection and River Park Phase 3, Tanque Verde Road to Fort Lowell Park-5PWFLT (Dated 10/2014) and as shown on Exhibit A-2 (Dated 10/15/14).

### **Agreement**

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

- 1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the design, construction, maintenance and operation of the Project and to address legal and administrative matters among the Parties.
- 2. **Project.** The Project consists of the design and construction of flood control improvements, ecosystem restoration and riparian habitat improvements and river park improvements as generally depicted in **Exhibit A-1** and **Exhibit A-2**.
- 3. **Design and Construction Responsibilities.** District shall design and construct the Project in accordance with the plans and specifications developed by, or on behalf of, District ("Project Plans 5PWFLT"). District will provide City and County an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans shall rest with District, except where City Parks and Recreation will have final approval of

design and construction of improvements within the Easements granted in Fort Lowell Park by the City and as depicted in Exhibit A-2, Exhibit B-1, Exhibit B-2 and Exhibit C.

- a. Environmental Compliance.* District shall prepare and incorporate into the planning, design, and construction of the Project, responses to all applicable local, state and federal environmental requirements, including but not limited to hydrologic and geotechnical investigations, compliance with the Pima County Native Plant Preservation Ordinance, protection of species identified by the Arizona Game & Fish Department and the U.S. Department of Fish and Wildlife Service as being endangered, threatened, or of concern (such as the cactus ferruginous pygmy-owl), and compliance with the National Pollutant Discharge Elimination System (including preparation of a Storm Water Pollution Prevention Plan).
  - b. Cultural Resources.* District shall consider potential impacts to cultural and historical resources in the Project planning and design phases through inventory, evaluation and impact assessment, and seek to avoid impacts to these resources in accordance with applicable local, state, and federal historic preservation laws and regulations. If impacts are unavoidable, a mitigation treatment plan will be prepared in consultation with Pima County, the City of Tucson Office of Historic Preservation, the City of Tucson Parks and Recreation Department, the State Historic Preservation Office, and other agencies as appropriate, and implemented prior to construction.
- 4. Construction.** District shall administer the construction contracts for the Project in accordance with the requirements of Title 34 and in accordance with the Construction Schedule (as defined below). District shall have the usual rights of the owner of a public construction contract.
  - a. Construction Schedule.* District shall be responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction. A final Construction Schedule shall be established and provided to City within thirty days after award of the construction contract(s) by District.
  - b. Signage.* District shall have the right to install signage at the construction site in a location of its choosing and as approved by the City if located on City property, easements granted by the City or in City public right of way, provided that the sign does not interfere with the construction or the use of the property by the City, announcing that the Project is a District project, and listing the names of the members of the Board of Directors. These signs will be immediately removed upon substantial completion of the Project.
  - c. Hazardous Substances.* All hazardous substances found on City property are the responsibility of City. If hazardous substances are found construction will stop in the immediate area, all applicable regulations will be followed and District and City will develop a mitigation plan.
- 5. Utility Relocations.** District shall be responsible for coordinating all utility relocations for the Project.
- 6. Rights of Way and Easements.**
  - a.* District shall acquire, either by purchase or through its power of eminent domain, all rights of way and construction easements necessary for the Project, except for easements over

and rights-of-entry into City owned properties.

- b. City shall, upon execution of this Agreement, grant temporary construction easements in favor of District, in the forms attached as **Exhibit B-1** and **Exhibit B-2**, necessary to construct the Project between Tanque Verde Road and the Fort Lowell Road Alignment along the Pantano Wash.
  - c. City shall, after execution and recording of this Agreement, grant and record a permanent access and maintenance easement in favor of District and County, in the form attached as **Exhibit C**, for the purpose of constructing and maintaining the Flood Control Improvements and Park Improvements in the easement area. The improvements and uses associated with the easement are generally depicted in attached **Exhibit A-2** and will be further detailed in the Project Plans. City acknowledges that it has reviewed a 95% complete set of Project Plans (Dated 10/2014) depicting the improvements proposed in the area described in **Exhibit C**. As a condition of the City executing and recording this Agreement and the granting of a permanent access and maintenance easement to the District and County, the District shall construct all improvements as part of this phase of construction as depicted on Exhibit A-2 and as shown on the 95% complete set of Project Plans (Dated 10/2014) within Fort Lowell Park. City shall include the execution date and recording information for this Agreement in the easement instrument in the blanks depicted in **Exhibit C**.
  - d. Each party shall provide the others with any records or documents in its possession that will assist the other parties in acquiring any property interests necessary for the Project.
7. **Right of Entry.** Execution of this Agreement by the parties' grants District and County the right to enter upon City owned-property depicted in **Exhibit C**, **Exhibit B-1** and **B-2**, for the purpose of preparing to construct the Project. District and County shall also have the right to treat noxious and invasive weeds for the preservation and sustainability of the river park ecological restoration. This includes but is not limited to manual removal and spraying of species determined to be noxious and invasive species per the Pantano Wash Bank Protection Project related studies.
8. **Project Permits.** District shall obtain any approvals, permissions, or permits necessary for the Project. City shall provide to District, at no cost to District, any City clearances or permits necessary for District to construct and maintain the Project.
9. **Public Participation.** District shall cooperatively manage the public participation processes for the Project. District shall coordinate all publicity or public participation activities with City and shall coordinate all public meetings on the Project in compliance with the Pima County Board of Supervisors Policy 3.5, *Notification to Board of Supervisors of Public Meetings to be Held in their District* and Pima County Administrative Procedure 3.8, *Implementation of Pima County Policy 3.5*.
10. **Project Manager and Representatives.** District shall furnish a Project Manager for the Project and City shall designate a representative (the "City Liaison") to be a liaison with the Project Manager during construction of the Project. The Project Manager shall coordinate as appropriate with County representatives during construction of the Project.

11. **Disputes.** In the event the Project Manager and City Liaison disagree on any aspect of the Project, the issue in dispute shall be submitted to the District's Chief Engineer and the Director of the City Parks and Recreation Department for resolution.
12. **Financing of the Project.** District shall be responsible for all Project costs.
13. **Regulation of the Project during Construction.** District shall have responsibility for and control over the Project during construction.
14. **Inspection.** City may inspect any portion of the Project construction located within the City of Tucson limits for substantial compliance with drawings and specifications. District shall allow official City representatives reasonable access to the Project site during construction. The Project Manager and City inspectors will cooperate and consult with each other during Project construction.
15. **Notification for Work Done on or in Fort Lowell Park.** District will notify the City of Tucson Parks and Recreation Department prior to any work being done in Fort Lowell Park at least 48 hours before work is to commence while this Agreement is in effect. A general depiction of the proposed Project improvements in Fort Lowell Park is as shown in **Exhibit A-2** and is included in the substantially complete set of Project Plans.

## **16 Ownership, Maintenance and Operation of Improvements.**

- a. *Flood Control Improvements.* Ownership of and title to all Project Flood Control Improvements shall automatically vest in District upon completion of the Project, and thereafter District shall be solely responsible for maintaining and operating those improvements.
- b. *Park Improvements.* Ownership of and title to all Project Park Improvements within Fort Lowell Park as shown in the attached **Exhibit A-2** and inside the easement area depicted in **Exhibit C**, shall automatically vest in County upon completion of the Project, and thereafter County shall be solely responsible for maintaining and operating those improvements. Maintenance of improvements by the District and County is for a period of 25 years and shall include, but not be limited to: all flood damage repairs, sediment and erosion controls and repairs, routine and annual maintenance of asphalt pathways, decomposed granite pathways, single track trail, sediment and debris removal, weed control, erosion control, drainage including post storm repairs, erosion associated with box culvert and stormdrain inlets and outlets, litter and graffiti control, irrigation, Entry Feature, all Interpretive Areas 1 through 5 and all landscaping including the Mesquite Bosque.
- c. *Fort Lowell Park Improvements.* Ownership of and title to all Project Park Improvements that are installed in Fort Lowell Park outside the easement area depicted in **Exhibit C** shall automatically vest in City upon completion of the Project, and thereafter City shall be solely responsible for maintaining and operating those improvements.
- d. *Operation.* For at least twenty-five years following completion of the Project, County shall: (1) operate and maintain the Project improvements as shown on the plans and on Exhibit A-2 for the purposes set forth on the Project Plans for the benefit of the public; (2) insure the Project

improvements (through either direct or self-insurance coverage); and (3) maintain, repair and if necessary replace the Project improvements.

**17. Recording.** After execution, District shall record this Agreement in the Office of the Pima County Recorder.

**18. Term and Termination.**

- a. *Term.* This Agreement shall be effective on the date it is fully executed by all parties. The terms of this Agreement that pertain to design and construction shall expire on final completion of the Project by District. The remaining terms of this Agreement including the maintenance and operation of improvements shall remain in effect and terminate on the twenty-fifth (25<sup>th</sup>) anniversary of the effective date unless the Agreement is extended by the parties in writing prior to the 25<sup>th</sup> anniversary date.
- b. *Termination.* This Agreement may be earlier terminated under the following circumstances:
  - i. For Cause. A party may terminate this Agreement for material breach of the Agreement by any other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (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 shall not relieve either party from liabilities or costs already incurred under this Agreement.
  - ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.
  - iii. Failure to Appropriate Sufficient Funds. This Agreement and all associated easements shall automatically terminate if, for any reason, District fails to appropriate sufficient funds to design or construct the Project including the improvements within Fort Lowell Park as shown in Exhibit A-2 and on the 95% complete set of Project Plans.
- c. *Effect of termination.*
  - i. Extinguishment of Easements Granted to District and County. Upon termination of this Agreement for any reason, District and County will, at their sole cost, extinguish the easements in their favor granted by City under this Agreement.
  - ii. Ownership and Maintenance of Improvements. Upon termination of this Agreement for any reason:
    - (1) Ownership of all Park improvements located within the easement area depicted in Exhibit C shall automatically vest in City.
    - (2) Ownership of all Flood Control Improvements within unincorporated Pima County shall vest in District, and District shall be solely responsible for maintaining those improvements.

**19. Indemnification.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other parties, their governing boards or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

- a. *Preexisting conditions.* To the fullest extent permitted by law, City shall indemnify, defend and hold District and County, their boards, officers, departments, employees and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material or waste, regulated pursuant to federal, state or local environmental laws, regulations or ordinances, that is present on, in or below or originated from property owned or controlled by City prior to the execution of this Agreement. This paragraph applies only to City property that is the subject of this Agreement and to District or County property immediately adjacent to such City property if any.
- b. *Notice.* Each party shall notify the others in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other parties informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.
- c. *Negligence of indemnified party.* The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.
- d. *Survival of termination.* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

**20. Insurance.** When requested, a party shall provide the other parties with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self- insurance.

**21. Books and Records.** District shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with District's records retention policy.

**22. Construction of Agreement.**

- a. *Entire Agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except

by written agreement signed by the Parties.

- c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof
- d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a party in an attempt to reach an agreement on a substitute provision.

**23. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of City, District, or County.

**24. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between any party and any other party's employees, except as expressly provided for in Section 25. No party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the others, including (without limitation) another party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**25. Workers Compensation.** An employee of a party shall be deemed to be an employee of all three public agencies while performing pursuant to this Intergovernmental Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers Compensation laws. The primary employer shall be solely liable for any workers compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers compensation.

**26. No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**27. Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as

amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.

- b. *Americans with Disabilities Act*. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

**28. Waiver.** Waiver by any party of any breach of any term, covenant or condition herein contained shall 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.

**29. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the party affected, order of any government officer or court (excluding orders promulgated by the party affected), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

**30. Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

**City**

City of Tucson  
Attn: Director, Parks & Recreation  
900 S. Randolph Way  
Tucson, AZ 85716

**District**

Pima County Flood Control District  
Attn: Chief Engineer  
97 E. Congress St.  
Tucson, AZ 85701

**County**

Pima County  
Attn: County Administrator  
130 W. Congress St., 10th Floor  
Tucson, AZ 85701

Notices shall 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 parties, designate another address or person for receipt of notices under this Agreement.

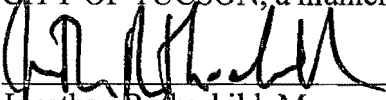
- 31. Remedies.** Any party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

***SIGNATURE PAGE FOLLOWS***



*In Witness Whereof*, 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; District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board; and the City has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

CITY OF TUCSON, a municipal corporation

 November 4, 2015  
Jonathan Rothschild, Mayor Date

ATTEST:

 November 4, 2015  
Roger Randolph, City Clerk Date

PIMA COUNTY FLOOD CONTROL DISTRICT

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Directors

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

\_\_\_\_\_  
Date

PIMA COUNTY

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

\_\_\_\_\_  
Date

Attest:

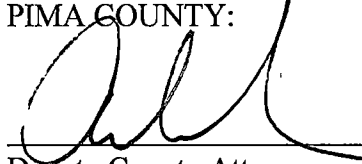
\_\_\_\_\_  
Robin Brigode, Clerk of the Board

\_\_\_\_\_  
Date

### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County, Pima County Flood Control District, and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 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 the party represented by the him/her.


PIMA COUNTY:

  
Deputy County Attorney  
**ANDREW FLAGG**

11/8/2016

Date

PIMA COUNTY FLOOD CONTROL DISTRICT:

  
Deputy County Attorney  
**ANDREW FLAGG**

11/8/2016

Date

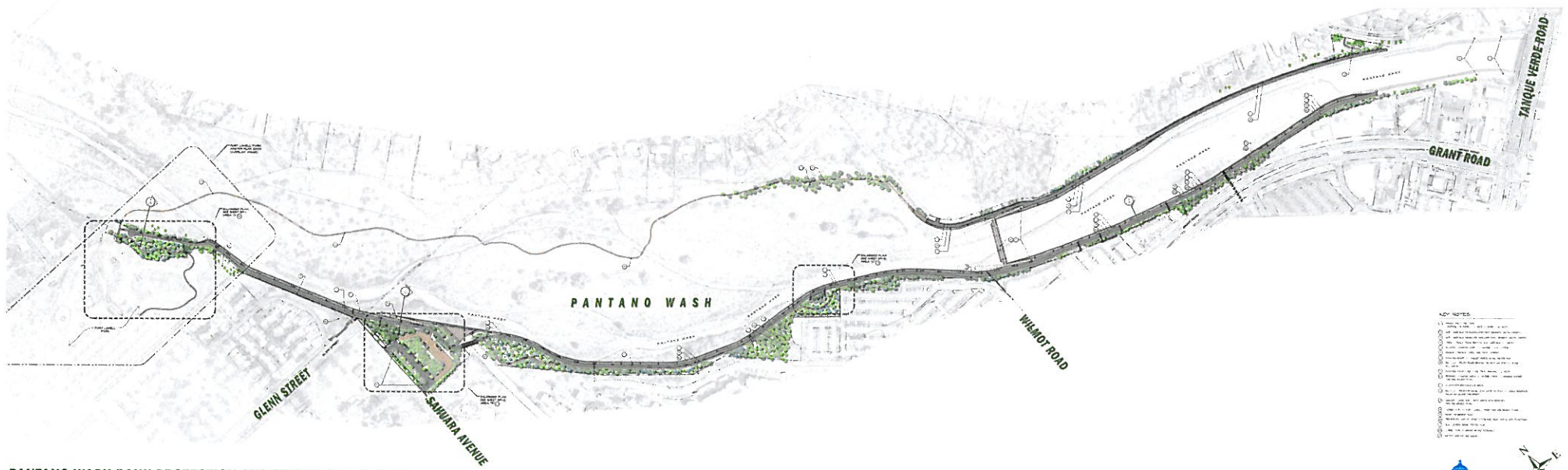
CITY OF TUCSON:

  
City Attorney

10/15/2015

Date

Exhibit A1

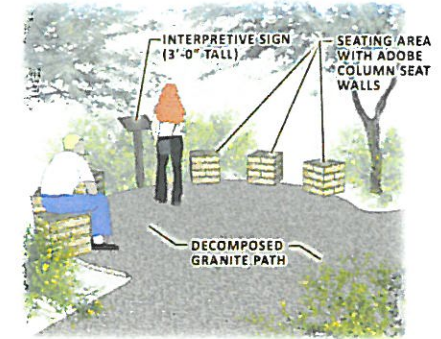
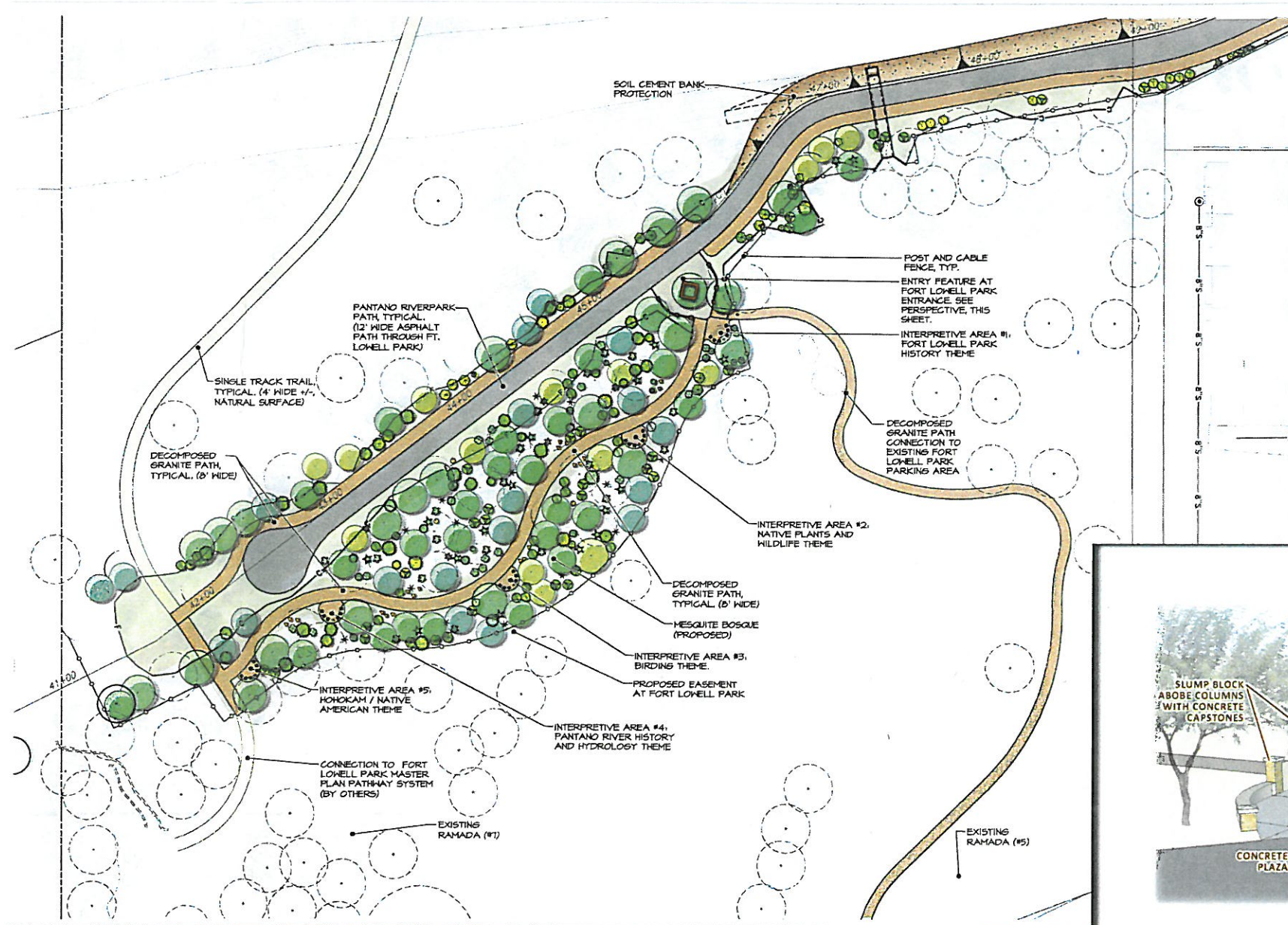


**PANTANO WASH BANK PROTECTION AND RIVER PARK PHASE 3  
PUBLIC FACILITIES MASTER PLAN**

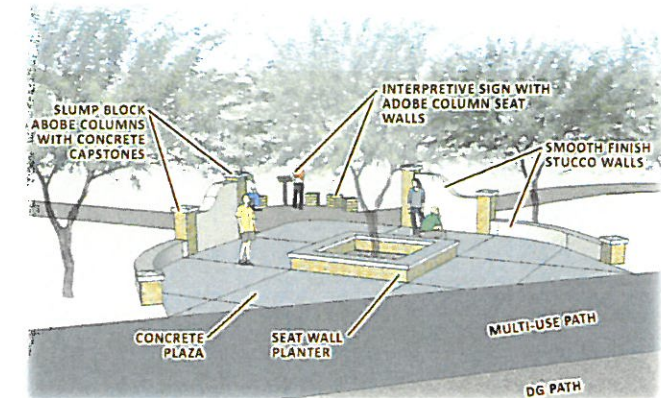
Scale: 1" = 100'

Exhibit A-1 to Exhibit A to Resolution NO. 22487

# Exhibit A2



PANTANO RIVER PARK - FORT LOWELL CONNECTION  
INTERPRETIVE SIGN CONCEPT



PANTANO RIVER PARK - FORT LOWELL CONNECTION  
ENTRY FEATURE PERSPECTIVE



## Pantano Bank Protection and River Park Phase 3 Connection to Fort Lowell Park

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made between CITY OF TUCSON, a municipal corporation, (Grantor), and Pima County Flood Control District, a political taxing subdivision of the State of Arizona, (Grantee).

### WITNESSETH:

THAT the undersigned Grantor, for the mutual and other valuable considerations to the undersigned Grantor, the receipt whereof is hereby acknowledged, does hereby convey unto Pima County Flood Control District, a political taxing subdivision of the State of Arizona, its successors and assigns, a Temporary Construction Easement (TCE) for the following purposes: **Design and Construction of the Pantano Wash Bank Protection Phase III Project.**

The TCE being granted herein runs in, on, through, over, across and under the Grantor's property lying within the project limits and for the specific uses and construction of those improvements as depicted on the attached **Exhibit B-1**, and for no other purpose.

This Temporary Construction Easement has an effective date of eighteen (18) months and may commence at any time from the date of execution of this document up to and inclusive of the sunset date of October 1, 2017. 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 construction project. This Temporary Construction Easement shall expire automatically without further action upon completion of said construction project or October 1, 2017, whichever occurs first. If the Grantee occupies the area covered by this Temporary Construction Easement for more than eighteen (18) months or beyond the sunset date, the Grantor or the Grantee may request an extension of this TCE.

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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Tucson, a municipal corporation

BY: \_\_\_\_\_  
Hector F. Martinez  
Real Estate Director  
City of Tucson

STATE OF ARIZONA )  
                                  )SS.

COUNTY OF PIMA     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Hector F. Martinez, City of Tucson Real Estate Director.

\_\_\_\_\_  
NOTARY PUBLIC

Pantano Wash Bank Protection Project

S25, 26, & 36-T13S-R14E, S31 -T13S-R15E, S6-T14S-R15E

January 21, 2014

Exhibit B1 to **EXHIBIT B1** to Exhibit A to Resolution No. 22487

**LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

A portion of the property described in Docket 7387, page 553, Pima County Recorder's Office, and shown as Parcel H-6 on page 6 of the Record of Survey recorded in Sequence No. 20131900003 (Basis of Bearings), Pima County Recorder's Office, being a portion of the northwest quarter of Section 36, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona described as follows:

**COMMENCING** at the southeast corner of said property, monumented by a one-half inch rebar with tag marked "RLS 25086", shown as Point No. 448 on said Record of Survey;

**THENCE** upon the south line of said property, South 89 degrees 25 minutes 45 seconds West, a distance of 289.34 feet to the **POINT OF BEGINNING**;

**THENCE** continue upon said south line, South 89 degrees 25 minutes 45 seconds West, a distance of 22.56 feet;

**THENCE** North 14 degrees 31 minutes 41 seconds West, a distance of 178.54 feet;

**THENCE** North 43 degrees 19 minutes 37 seconds West, a distance of 94.17 feet;

**THENCE** North 75 degrees 35 minutes 14 seconds East, a distance of 20.62 feet;

**THENCE** South 50 degrees 30 minutes 43 seconds East, a distance of 76.20 feet;

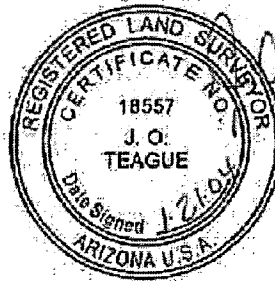
**THENCE** South 9 degrees 08 minutes 51 seconds East, a distance of 69.22 feet;

**THENCE** North 78 degrees 57 minutes 34 seconds East, a distance of 16.60 feet;

**THENCE** South 11 degrees 02 minutes 26 seconds East, a distance of 135.13 feet to the **POINT OF BEGINNING**

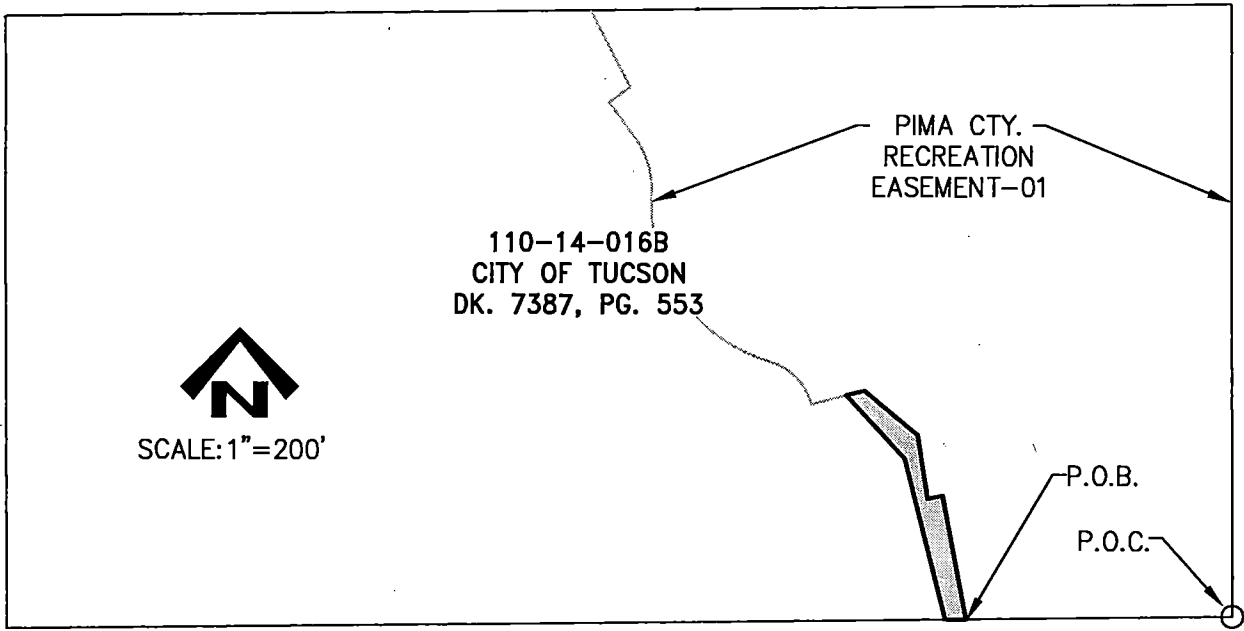
See Depiction of Exhibit B1 attached hereto and made a part hereof.  
Psomas #7PFC110202 TCE-09

333 E. Wetmore Road  
Suite 450  
Tucson, AZ 85705-5256  
Tel 520.292.2300  
Fax 520.292.1290  
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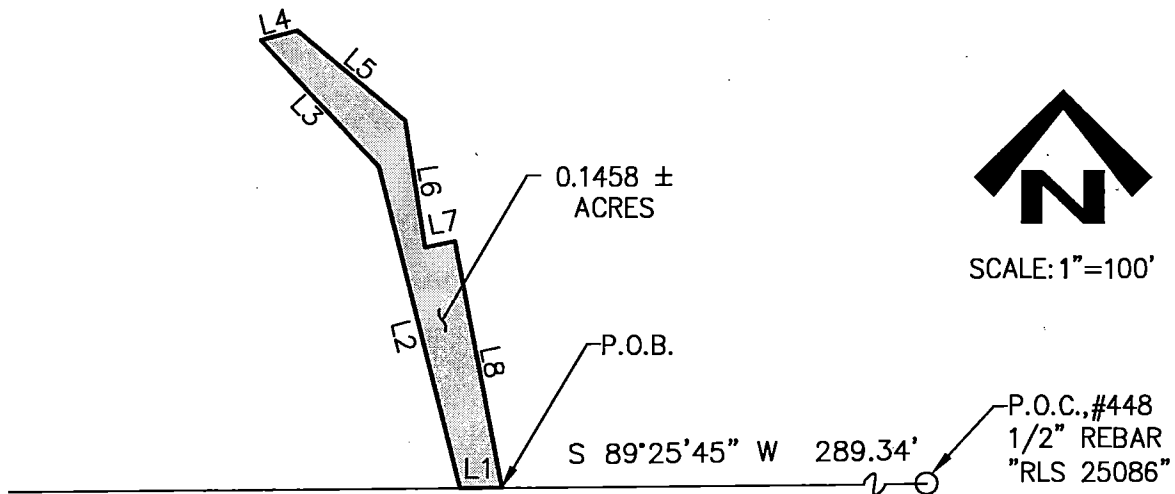
EXPIRES: 9/30/2016

J.O. Teague, AZ. R.L.S. 18557



LINE	BEARING	DISTANCE
L1	S 89°25'45" W	22.56'
L2	N 14°31'41" W	178.54'
L3	N 43°19'37" W	94.17'
L4	N 75°35'14" E	20.62'

LINE	BEARING	DISTANCE
L5	S 50°30'43" E	76.20'
L6	S 09°08'51" E	69.22'
L7	N 78°57'34" E	16.60'
L8	S 11°02'26" E	135.13'



BASIS OF BEARINGS:  
R.O.S. SEQ. NO. 20131900003,

**PSOMAS**

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Tucson, AZ 85705  
(520) 292-2300 (520) 292-1290 fax  
www.psomas.com

7PFC110202

DEPICTION OF EXHIBIT "B1"  
TEMPORARY CONSTRUCTION EASEMENT (TCE-09)  
A PORTION OF THAT PARCEL

RECORDED IN DOCKET 7387, PAGE 553  
LOCATED IN THE NW 1/4 OF SECTION 36  
TOWNSHIP 13 SOUTH, RANGE 14 EAST  
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
DATE: JANUARY 21, 2014 • DRAWN BY: SM

PAGE 3 OF 3

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made between CITY OF TUCSON, a municipal corporation, (Grantor), and Pima County Flood Control District, a political taxing subdivision of the State of Arizona, (Grantee).

### WITNESSETH:

THAT the undersigned Grantor, for the mutual and other valuable considerations to the undersigned Grantor, the receipt whereof is hereby acknowledged, does hereby convey unto Pima County Flood Control District, a political taxing subdivision of the State of Arizona, its successors and assigns, a Temporary Construction Easement (TCE) for the following purposes: **Design and Construction of the Pantano Wash Bank Protection Phase III Project.**

The TCE being granted herein runs in, on, through, over, across and under the Grantor's property lying within the project limits and for the specific uses and construction of those improvements as depicted on the attached **Exhibit B-2**, and for no other purpose.

This Temporary Construction Easement has an effective date of eighteen (18) months and may commence at any time from the date of execution of this document up to and inclusive of the sunset date of October 1, 2017. 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 construction project. This Temporary Construction Easement shall expire automatically without further action upon completion of said construction project or October 1, 2017, whichever occurs first. If the Grantee occupies the area covered by this Temporary Construction Easement for more than eighteen (18) months or beyond the sunset date, the Grantor or the Grantee may request an extension of this TCE.

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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Tucson, a municipal corporation

BY: \_\_\_\_\_

Hector F. Martinez  
Real Estate Director  
City of Tucson

STATE OF ARIZONA )  
                                  )SS.

COUNTY OF PIMA )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by Hector F. Martinez, City of Tucson Real Estate Director.

\_\_\_\_\_  
NOTARY PUBLIC

Pantano Wash Bank Protection Project

S25, 26, & 36-T13S-R14E, S31 -T13S-R15E, S6-T14S-R15E

December 23, 2014

Exhibit B-2 to **EXHIBIT B2** to Exhibit A to Resolution No. 22487  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

A 16 foot wide strip of property, being a portion of the property described in Docket 7387, page 553, Pima County Recorder's Office, and shown as Parcel H-6 on page 6 of the Record of Survey recorded in Sequence No. 20131900003 (Basis of Bearings), Pima County Recorder's Office, being a portion of the northwest quarter of Section 36, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona described as follows:

**BEGINNING** at the southeast corner of said property, monumented by a one-half inch rebar with tag marked "RLS 25086", shown as Point No. 448 on said Record of Survey;

**THENCE** upon the south line of said property, South 89 degrees 25 minutes 45 seconds West, a distance of 289.34 feet;

**THENCE** North 11 degrees 02 minutes 26 seconds West, a distance of 135.13 feet;

**THENCE** South 78 degrees 57 minutes 34 seconds West, a distance of 16.60 feet;

**THENCE** North 9 degrees 08 minutes 51 seconds West, a distance of 69.22 feet;

**THENCE** North 50 degrees 30 minutes 43 seconds West, a distance of 76.20 feet;

**THENCE** South 75 degrees 35 minutes 14 seconds West, a distance of 16.00 feet to the **POINT OF BEGINNING**, a curve concave to the east with a radial bearing of North 88 degrees 55 minutes 30 seconds West;

**THENCE** upon said arc to the left with a radius of 94.00 feet and a central angle of 11 degrees 07 minutes 30 seconds, an arc distance of 18.25 feet to the beginning of a reverse curve, concave to the northwest;

**THENCE** upon said arc to the right with a radius of 52.00 feet and a central angle of 128 degrees 35 minutes 20 seconds, an arc distance of 116.70 feet to the beginning of a reverse curve, concave to the south;

**THENCE** upon said arc to the left with a radius of 15.30 feet and a central angle of 93 degrees 01 minutes 03 seconds, an arc distance of 24.84 feet to the beginning of a compound curve, concave to the east;

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Tucson, AZ 85705-5256  
Tel 520.292.2300  
Fax 520.292.1290  
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**THENCE** upon said arc to the left with a radius of 130.01 feet and a central angle of 38 degrees 02 minutes 38 seconds, an arc distance of 86.32 feet to the beginning of a reverse curve, concave to the northwest;

**THENCE** upon said arc to the right with a radius of 39.50 feet and a central angle of 118 degrees 55 minutes 16 seconds, an arc distance of 81.98 feet to the beginning of a reverse curve, concave to the south;

**THENCE** upon said arc to the left with a radius of 87.50 feet and a central angle of 19 degrees 18 minutes 40 seconds, an arc distance of 29.49 feet to the beginning of a reverse curve, concave to the north;

**THENCE** upon said arc to the right with a radius of 153.00 feet and a central angle of 48 degrees 14 minutes 08 seconds, an arc distance of 128.81 feet;

**THENCE** North 44 degrees 39 minutes 02 seconds West, a distance of 76.06 feet to the beginning of a curve concave to the south;

**THENCE** upon said arc to the left with a radius of 60.50 feet and a central angle of 45 degrees 20 minutes 58 seconds, an arc distance of 47.89 feet;

**THENCE** South 90 degrees 00 minutes 00 seconds West, a distance of 27.63 feet;

**THENCE** North 0 degrees 00 minutes 00 seconds West, a distance of 16.00 feet;

**THENCE** South 90 degrees 00 minutes 00 seconds East, a distance of 27.63 feet to the beginning of a curve concave to the south;

**THENCE** upon said arc to the right with a radius of 76.50 feet and a central angle of 45 degrees 20 minutes 58 seconds, an arc distance of 60.55 feet;

**THENCE** South 44 degrees 39 minutes 02 seconds East, a distance of 76.06 feet to the beginning of a curve concave to the northeast;

**THENCE** upon said arc to the left with a radius of 137.00 feet and a central angle of 48 degrees 14 minutes 08 seconds, an arc distance of 115.34 feet to the beginning of a reverse curve concave to the south;

**THENCE** upon said arc to the right with a radius of 103.50 feet and a central angle of 19 degrees 18 minutes 40 seconds, an arc distance of 34.88 feet to the beginning of a reverse curve, concave to the northwest;

**THENCE** upon said arc to the left with a radius of 23.50 feet and a central angle of 118 degrees 55 minutes 16 seconds, an arc distance of 48.78 feet to the beginning of a reverse curve, concave to the east;

**THENCE** upon said arc to the right with a radius of 145.99 feet and a central angle of 38 degrees 02 minutes 38 seconds, an arc distance of 96.94 feet to the beginning of a compound curve, concave to the south;

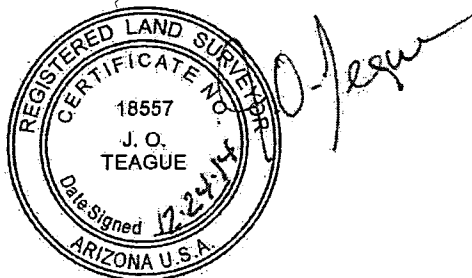
**THENCE** upon said arc to the right with a radius of 31.30 feet and a central angle of 93 degrees 01 minutes 03 seconds, an arc distance of 50.81 feet to the beginning of a reverse curve, concave to the northwest;

**THENCE** upon said arc to the left with a radius of 36.00 feet and a central angle of 128 degrees 35 minutes 20 seconds, an arc distance of 80.79 feet to the beginning of a reverse curve, concave to the east;

**THENCE** upon said arc to the right with a radius of 110.00 feet and a central angle of 8 degrees 49 minutes 40 seconds, an arc distance of 16.95 feet;

**THENCE** North 75 degrees 35 minutes 14 seconds East, a distance of 16.51 feet to the **POINT OF BEGINNING**.

See Depiction of Exhibit B2 attached hereto and made a part hereof.  
**Psomas #7PFC110202 E-04**



EXPIRES: 9/30/2016

J.O. Teague, AZ. R.L.S. 18557

●=#448-1/2" REBAR, "RLS 25086"  
 ◎=#441-1/2" REBAR  
 ⊕=#442-1/2" REBAR, "PLS 22245"  
 ▲=#456-4" STEEL CAP  
 □=#452-1/2" REBAR, "RLS 25086"

BASIS OF BEARINGS:  
R.O.S. SEQ. NO. 20131900003

SEE SHEET 5 FOR  
LINE AND CURVE TABLES

110-14-016B  
CITY OF TUCSON  
DK. 7387, PG. 553

110-14-016B  
CITY OF TUCSON  
DK. 7387, PG. 553

PANTANO WASH

ГР.О.В.

L11

-L5

✓ L12 (RADIAL)

0.229 ±  
ACRES

PROPOSED WESTERLY BOUNDARY  
RECREATION EASEMENT

P.O.C-

DEPICTION OF EXHIBIT "B2" (E-04)

A PORTION OF THAT PARCEL  
RECORDED IN DOCKET 7387, PAGE 553  
LOCATED IN THE NW 1/4 OF SECTION 36  
TOWNSHIP 13 SOUTH, RANGE 14 EAST  
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
DATE: DECEMBER, 2014 • DRAWN BY: SM

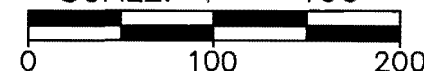
# PSOMAS

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Tucson, AZ 85705  
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7PFC110202



SCALE: 1" = 100'



PAGE 4 OF 5

I:\7PFC110201\SURVEY\LEGALS\E-04.dwg 3 Last Saved: 12/24/2014 By: Jleague Plotted: 12/24/2014 9:02:06 AM

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	94.00'	18.25'	11°07'30"
C2	52.00'	116.70'	128°35'20"
C3	15.30'	24.84'	93°01'03"
C4	130.01'	86.32'	38°02'38"
C5	39.50'	81.98'	118°55'16"
C6	87.50'	29.49'	19°18'40"
C7	153.00'	128.81'	48°14'08"
C8	60.50'	47.89'	45°20'58"
C9	76.50'	60.55'	45°20'58"
C10	137.00'	115.34'	48°14'08"
C11	103.50'	34.88'	19°18'40"
C12	23.50'	48.78'	118°55'16"
C13	145.99'	96.94'	38°02'38"
C14	31.30'	50.81'	93°01'03"
C15	36.00'	80.79'	128°35'20"
C16	110.00'	16.95'	8°49'40"

LINE	BEARING	DISTANCE
L1	N 11°02'26" W	135.13'
L2	S 78°57'34" W	16.60'
L3	N 09°08'51" W	69.22'
L4	N 50°30'43" W	76.20'
L5	S 75°35'14" W	16.00'
L6	N 44°39'02" W	76.06'
L7	S 90°00'00" W	27.63'
L8	N 00°00'00" W	16.00'
L9	S 90°00'00" E	27.63'
L10	S 44°39'02" E	76.06'
L11	N 75°35'14" E	16.51'
L12(RAD)	N 88°55'30" W	94.00'

**PSOMAS**

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(520) 292-2300 (520) 292-1290 fax  
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DEPICTION OF EXHIBIT "B2" (E-04)

A PORTION OF THAT PARCEL  
RECORDED IN DOCKET 7387, PAGE 553  
LOCATED IN THE NW 1/4 OF SECTION 36  
TOWNSHIP 13 SOUTH, RANGE 14 EAST  
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
DATE: DECEMBER, 2014 • DRAWN BY: SM

Exempt from Affidavit of Value  
under A.R.S. § 11-1134(A)(2, 3)

**EASEMENT**  
**Pantano Wash Bank Protection Phase III**

FOR the mutual considerations provided in this Easement and other good consideration, the City of Tucson, a municipal corporation, ("Grantor") does hereby grant to Pima County, a body politic and corporate, and Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("Grantees"), a perpetual, non-exclusive easement in, on, over under, across and through the parcels of land (the "Property") owned by the Grantor and described in the attached **Exhibit C**.

The purpose of the easement is for the construction, operation and maintenance of the Pantano Wash Bank Protection Phase III project (the "Project"), including the construction of bank protection, flood control improvements, riparian restoration improvements and recreational use improvements, including, but not limited to, shared use pathways and other recreational facilities, handrails, safety rails, plants, trees, drainage ways, potable and reclaimed water facilities, wastewater facilities and irrigation systems. The Project is intended to restore riparian habitat, provide additional flood control and offer recreational opportunities for the general public along and within the Pantano Wash from Tanque Verde Road to the Fort Lowell Road alignment. A general depiction of the proposed improvements in the area described in attached **Exhibit A-2** is included as attached **Exhibit C**.

Grantees shall, at all times, operate and maintain the Property in accordance with the approved Intergovernmental Agreement (IGA) between the Grantor, Grantees, executed on \_\_\_\_\_ and recorded in the Office of the Pima County Recorder on \_\_\_\_\_ in Seq.#\_\_\_\_\_. Any development within the Property not expressly contemplated by this Easement or specifically included in the approved plans for the Project is prohibited except as may be approved in writing by Grantor. Grantees shall not use the Property in any way inconsistent with the terms of this Easement or the approved plans for the Project.

Grantor shall have the right to enter upon the Property to enforce any provisions of this document or the above referenced IGA.

Nothing in this Easement is intended to create duties or obligations to or rights in third parties.

Grantor hereby warrants and covenants to Grantees and their successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyances described herein.

IN WITNESS WHEREOF, the undersigned has executed this Easement effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF TUCSON, a municipal corporation

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Principal Assistant City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF ARIZONA        )  
                                  )ss.  
COUNTY OF PIMA        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Mayor, and \_\_\_\_\_, as City Clerk of the City of Tucson, a municipal corporation, as the Act of said municipal corporation.

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

January 28, 2014

Exhibit C to **EXHIBIT C** to Exhibit A to Resolution NO. 22487  
**LEGAL DESCRIPTION**

A portion of the property described in Docket 7387, page 553, Pima County Recorder's Office, and shown as Parcel H-6 on page 6 of the Record of Survey recorded in Sequence No. 20131900003 (Basis of Bearings), Pima County Recorder's Office, being a portion of the northwest quarter of Section 36, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona described as follows:

**BEGINNING** at the southeast corner of said property, monumented by a one-half inch rebar with tag marked "RLS 25086", shown as Point No. 448 on said Record of Survey;

**THENCE** upon the east line of said property, North 0 degrees 25 minutes 35 seconds West, a distance of 357.29 feet to the northwest corner of that property recorded in Docket 3883, page 377, Pima County Recorder's Office and shown as Parcel E-6 on page 6 of said Record of Survey, and the southwest corner of that property recorded in Docket 5700, page 349, Pima County Recorder's Office and shown as Parcel A-6 on page 6 of said Record of Survey, monumented by a one-half inch rebar and shown as Point No. 441 on said Record of Survey;

**THENCE** continuing on said east line, North 0 degrees 25 minutes 14 seconds West, a distance of 302.18 feet to the northeast corner of said property recorded in Docket 7387, page 553, monumented by a one-half inch rebar with tag marked "PLS 22245" and shown as Point No. 442 on said Record of Survey.

**THENCE** upon the north line of said property, South 89 degrees 22 minutes 26 seconds West, a distance of 696.05 feet;

**THENCE** South 27 degrees 36 minutes 19 seconds East, a distance of 92.84 feet;

**THENCE** South 54 degrees 27 minutes 09 seconds West, a distance of 27.78 feet;

**THENCE** South 36 degrees 18 minutes 59 seconds East, a distance of 46.81 feet to the beginning of a tangent curve, concave to the west;

**THENCE** southerly upon said arc to the right with a radius of 95.66 feet and a central angle of 37 degrees 04 minutes 46 seconds, an arc distance of 61.91 feet to the beginning of a tangent line;

**THENCE** South 0 degrees 45 minutes 52 seconds West, a distance of 10.76 feet to the beginning of a tangent curve, concave to the northeast;

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Suite 450  
Tucson, AZ 85705-5256  
Tel 520.292.2300  
Fax 520.292.1290  
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**THENCE** southeasterly upon said arc to the left with a radius of 176.04 feet and a central angle of 75 degrees 32 minutes 39 seconds, an arc distance of 232.11 feet to the beginning of a reverse curve, concave to the southwest;

**THENCE** southeasterly upon said arc to the right with a radius of 64.60 feet and a central angle of 60 degrees 22 minutes 00 seconds, an arc distance of 68.06 feet to the beginning of a non-tangent line;

**THENCE** North 75 degrees 35 minutes 14 seconds East, a distance of 59.47 feet;

**THENCE** South 50 degrees 30 minutes 43 seconds East, a distance of 76.20 feet;

**THENCE** South 9 degrees 08 minutes 51 seconds East, a distance of 69.22 feet;

**THENCE** North 78 degrees 57 minutes 34 seconds East, a distance of 16.60 feet;

**THENCE** South 11 degrees 02 minutes 26 seconds East, a distance of 135.13 feet to the south line of said property;

**THENCE** upon said south line, North 89 degrees 25 minutes 45 seconds East, a distance of 289.34 feet to the **POINT OF BEGINNING**.

See Depiction of Exhibit C attached hereto and made a part hereof.  
Psomas #7PFC110202 RE-01

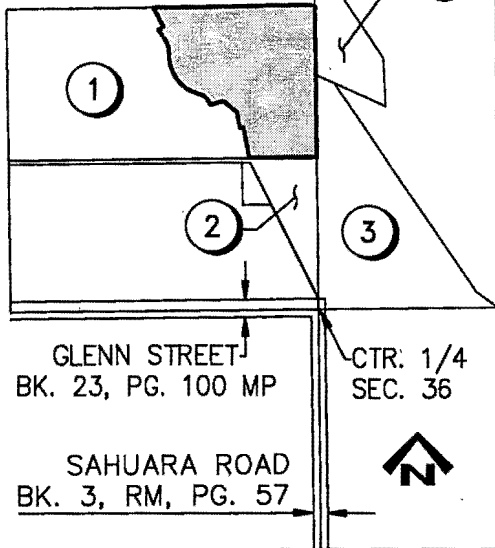


EXPIRES: 9/30/2016

J.O. Teague, AZ. R.L.S. 18557

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SCALE: 1"=500'



- ① = 110-14-016B; CITY OF TUCSON, DK. 7387, PG. 553
- ② = PIMA COUNTY
- ③ = 110-13-002F; UNISOURCE ENERGY CORP., DK. 3883, PG. 377
- ④ = 110-13-002B; HOPSON, DEWANE, DK. 5700, PG. 349

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	95.66'	61.91'	37°04'51"
C2	176.04'	232.11'	75°32'39"
C3	64.60'	68.06'	60°22'00"

**PSOMAS**

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 (520) 282-2300 (520) 282-1290 fax  
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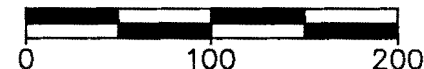
7PFC110202

LINE	BEARING	DISTANCE
L1	N 00°25'35" W	357.29'
L2	N 00°25'14" W	302.18'
L3	S 89°22'26" W	696.05'
L4	S 27°36'19" E	92.84'
L5	S 54°27'09" W	27.78'
L6	S 36°18'59" E	46.81'
L7	S 00°45'52" W	10.76'
L8	N 75°35'14" E	59.47'
L9	S 50°30'43" E	76.20'
L10	S 09°08'51" E	69.22'
L11	N 78°57'34" E	16.60'
L12	S 11°02'26" E	135.13'
L13	N 89°25'45" E	289.34'

7.702±  
ACRES



SCALE: 1" = 100'



#442  
1/2" REBAR  
"PLS 22245"

50' ELEC. ESMT.  
DK. 4951, PG. 792

#441  
1/2" REBAR

P.O.B.  
#448  
1/2" REBAR  
"RLS 25086"

**DEPICTION OF EXHIBIT "C" (E-01)**

A PORTION OF THAT PARCEL  
 RECORDED IN DOCKET 7387, PAGE 553  
 LOCATED IN THE NW 1/4 OF SECTION 36  
 TOWNSHIP 13 SOUTH, RANGE 14 EAST  
 GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
 DATE: JANUARY 28, 2014 • DRAWN BY: SM

BASIS OF BEARINGS:  
 R.O.S. SEQ. NO. 20131900003