



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 7, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson, a municipal corporation ("City")

**\*Project Title/Description:**

Resolution No. 2019-\_\_\_\_ providing for the vacation and exchange of a portion of Eisenhower Road.  
File # A-0007

**\*Purpose:**

The subject roadway was dedicated to Pima County per plat recorded in 1965 in Book 18 of Maps and Plats at Page 39. This roadway has never been built and the City is requesting the abandonment and exchange to allow for an assemblage and development of the property for the Santa Cruz Wellfield Treatment Facility, which will facilitate water services to the area. In exchange, the City will dedicate new right of way to connect Eisenhower Road to the Hoover Road alleyway. Additionally, per the terms and conditions of the attached Exchange Agreement, the City will convey other parcels identified needed by Pima County for trail easements and pay \$27,560 as additional consideration.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

This abandonment and exchange request has been reviewed and approved by appropriate County staff and applicable utility companies and no properties will be left without public or private legal access and existing utility easements will be reserved. County has determined that the subject roadway is not needed for public use and shall be vacated upon conveyance to the applicant. County DOT further requests waiver of the \$5000 application fee due to the benefit to the County of the exchange.

**\*Public Benefit:**

Pima County will be removed from liability and maintenance responsibilities for the vacated roadway. Additionally, Pima County will be receiving three (3) 100' trail easements. Two easements are for the Anza Trail in Marana, and the third easement is for the Starr Pass trail in the Tucson Mountain Park area.

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

The appraised value of the roadway to be vacated is \$62,210. The value of the new right of way to be dedicated to Pima County by City is \$6,050. As additional consideration, City will be conveying three easements associated with the Anza Trail and Starr Pass Common Area D trail totaling \$28,600. The balance of funds owed to Pima County in the amount of \$27,560 will be paid in cash at close of escrow by City.

**\*Retroactive:**

No

ATTACHMENT: LOCATION MAP and EXCHANGE AGREEMENT

*To: CUB- 4-17-19  
Ver. - 1  
Pgs - 23  
(3)*

**Contract / Award Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 19\*0182  
Effective Date: 5/7/2019 Termination Date: 6/6/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 27,560.00

**\*Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

**If Yes, is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

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

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ 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): \_\_\_\_\_  
Effective 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: Tim Murphy

Department: Public Works - Real Property Services

Telephone: 724-6379

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

RESOLUTION NO. 2019 - \_\_\_\_\_

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS  
FOR THE VACATION BY EXCHANGE OF A PORTION OF  
EISENHOWER ROAD FOR THE FEE DEDICATION OF OTHER  
PUBLIC RIGHT OF WAY AND PROPERTY AS PIMA COUNTY ROAD  
ABANDONMENT NO. A-0007, SITUATED WITHIN SECTION 31,  
TOWNSHIP 15 SOUTH, RANGE 14 EAST, G&SRM, PIMA COUNTY,  
ARIZONA**

**The Board of Supervisors of Pima County, Arizona finds:**

1. An application has been received by the City of Tucson for the vacation by exchange of public road rights of way lying in Section 31, Township 15 South, Range 14 East, G & SRM, Pima County, Arizona, more particularly described in Exhibit A (the "Roadway").
2. The Roadway is not needed for public use pursuant to A.R.S. § 28-7202.
3. The Roadway may be disposed of by vacation and exchange to the City of Tucson, a municipal corporation (Grantee) pursuant to A.R.S. § 28-7203 and A.R.S. § 28-7208.
4. In exchange for the Roadway, Grantee will convey to Pima County per the terms and conditions of the attached Exchange Agreement, the property described in Exhibits B, C, D, E, and F (the "Exchange Agreement Property").
5. The Deeds and Easements from Grantee to Pima County for the Exchange Property shall be recorded simultaneously with the Quit Claim Deed for the Roadway.
6. Grantee shall pay to Pima County the sum of \$27,560 at close of escrow.

**NOW, THEREFORE, BE IT RESOLVED,**

The public roadways described and depicted in **Exhibit "A"** will be disposed of by vacation and exchange by Quit Claim Deed to Grantee, in accordance with A.R.S. § 28-7203 and A.R.S. § 28-7208, reserving any and easements for water, electric, telephone, sewer and similar lines, which shall continue as they existed prior to this conveyance.

Upon execution of the Exchange Agreement and recordation of the Quit Claim Deed, the Roadway shall be deemed to be vacated, and title to the Roadway shall vest in the Grantee.


Passed and adopted, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

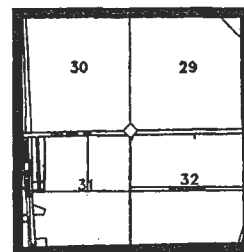
\_\_\_\_\_  
Clerk of the Board

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

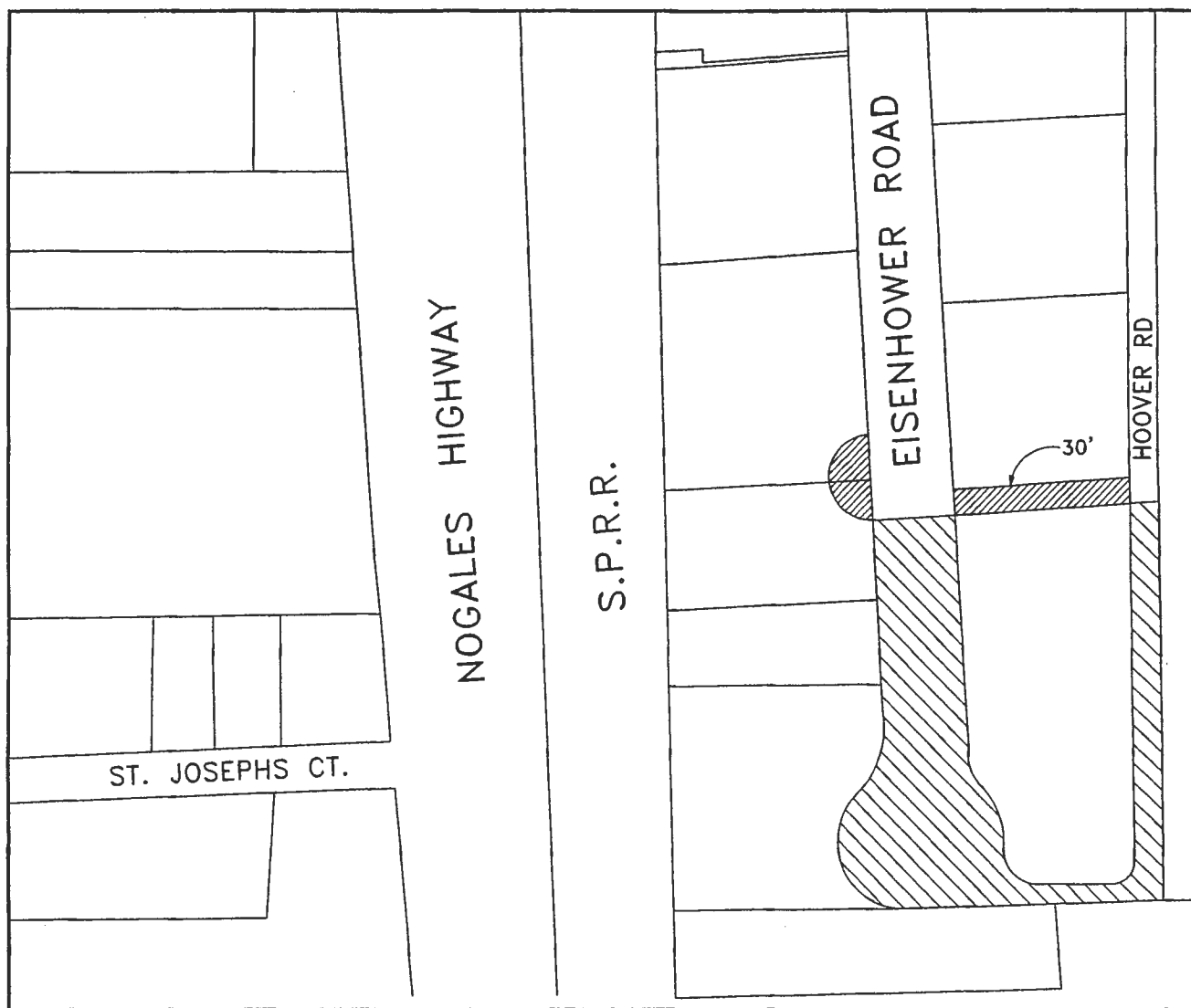
BOS Approval: 05/07/2019	S31/T15S/R14E	File A-0007	Agent: TM
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TOWNSHIP 15  
RANGE 14  
SECTION 31

## LOCATION MAP



SEC 31 G&SRM  
PIMA COUNTY, ARIZONA



NEW PC RIGHT OF WAY



PC ROW TO BE ABANDON



17006

PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: S. BUTLER

DATE: JAN 2017

<p><b>PIMA COUNTY REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Exchange Agreement</b></p> <p><b>PARTIES: Pima County, a political subdivision of the State of Arizona and the City of Tucson, a municipal corporation</b></p> <p><b>FUNDING: Revenue of \$27,560.00</b></p>	<table border="1"> <tr> <td data-bbox="922 241 1419 289"></td> </tr> <tr> <td data-bbox="922 289 1419 338"> <p align="center"><b>CONTRACT</b></p> </td> </tr> <tr> <td data-bbox="922 338 1419 386"> <p><b>NO.</b> <u>CTN-PW-19-182</u></p> </td> </tr> <tr> <td data-bbox="922 386 1419 434"> <p><b>AMENDMENT NO.</b> _____</p> </td> </tr> <tr> <td data-bbox="922 434 1419 554"> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </td> </tr> <tr> <td data-bbox="922 554 1419 623"></td> </tr> </table>		<p align="center"><b>CONTRACT</b></p>	<p><b>NO.</b> <u>CTN-PW-19-182</u></p>	<p><b>AMENDMENT NO.</b> _____</p>	<p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>	
<p align="center"><b>CONTRACT</b></p>							
<p><b>NO.</b> <u>CTN-PW-19-182</u></p>							
<p><b>AMENDMENT NO.</b> _____</p>							
<p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p>							

## EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, Pima County, a political subdivision of the State of Arizona ("**County**"), and City of Tucson, a municipal corporation ("**City**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The County is deemed to have signed the Agreement on the date the Chair of the Pima County Board of Supervisors signed it. The City is deemed to have signed the Agreement on the date the Mayor or his designee of the City has signed it.

2. **Exchange of Properties.**

2.1. County agrees to convey to City immediately following execution of this agreement, property needed by City, which is legally described in Exhibit A (the "**County Property**").

2.2. City agrees to convey to County immediately following execution of this agreement, property in fee title and easements needed by County, which are legally described and depicted in Exhibits B, C, D, E, and F (the "**City Property**"). The fee title conveyances are legally described and depicted in Exhibits B and C. The easements are legally described and depicted in Exhibits D, E, and F.

2.3. County and City will exchange the County Property and the City Property pursuant to A.R.S. §§ 11-251(44) and 9-407 (the "**Exchange**"). The County shall publish notice thirty days before the Exchange, listing the ownership and description of the City Property and the County Property. The City shall publish its notice of intent to exchange pursuant to A.R.S. § 39-204.

3. **Non-Equivalent Value.** The parties acknowledge that the value of the City Property is not equivalent to the value of the County Property and that City shall owe to County the total amount of \$27,560 due and payable at close of escrow.

4. **Vacant Land.** The parties acknowledge that the City Property and the County Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, each party hereby grants permission to the other party, that party's representatives, and that party's authorized agents to enter the other party's property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspection. Each party will permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination and the need to conduct environmental cleanup, each party will conduct a cleanup of its property adequate to bring the property into compliance prior to Closing or the other party may terminate this Agreement.

6. **Escrow.** Pima County Real Property Services will act as Escrow Agent for this Exchange. Closing will occur within the later of (a) each party satisfying its notice requirements under Section 2.3 herein, and (b) ten (10) days after the execution of this Agreement by both parties.

7. **Closing Documents.**

7.1. City will execute and deliver to County Agent a deed to the City Property described in Exhibits "B" and "C" and grant of easements for the City Property described in Exhibits "D", "E" and "F", said instruments shall be executed, delivered and recorded.

7.2. County will execute and deliver to City a deed conveying title to the County Property described in Exhibit "A" to City and said deed shall be executed, delivered and recorded.

8. **Representations.**

8.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property..

8.2. Subject only to the representations of the parties in this section, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

9. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or possess all or any portion of its property.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County or City is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

11. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for ten years.

12. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

13. **Remedies.** If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

Each Party is signing this Agreement on the date stated opposite that Party's signature.

*[Remainder of page left intentionally blank.  
Signatures on the following two pages.]*

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

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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


\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

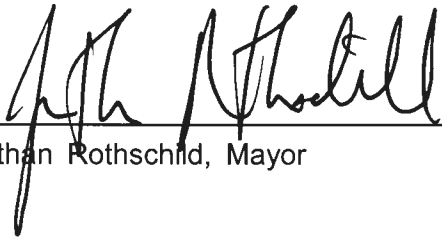
  
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

 4/13/19  
\_\_\_\_\_  
Carmine Debonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney

City of Tucson, a municipal corporation:

  
\_\_\_\_\_  
Jonathan Rothschild, Mayor

March 19, 2019  
Date

ATTEST:


  
\_\_\_\_\_  
Roger Randolph, City Clerk

March 19, 2019  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
John Cahill, Real Estate Administrator

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Timothy Thomure, Director, Tucson Water

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Damian Fellows, Principal Assistant City Attorney



CITY OF  
TUCSON

Tucson Water Department  
Planning and Engineering

May 9, 2016  
SR 2910  
Eisenhower and Alley  
Page 1

## Exhibit "A"

### Portion of Eisenhower Road and 30' Alley per Southside Industrial Sites to be Abandoned

That portion of Eisenhower Road and that portion of an Alley dedicated on SOUTHSIDE INDUSTRIAL SITES as recorded in Book 18 of Maps and Plats at Page 39, Pima County Recorder's Office, Pima County, Arizona being a portion of Government Lot 2 (L2) of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Lot 113 of said SOUTHSIDE INDUSTRIAL SITES as recorded in Book 18 of Maps and Plats at Page 39, Pima County Recorder's Office, Pima County, Arizona;

THENCE South  $02^{\circ}02'30''$  East along the West line of said Lot 113, a distance of 30.00 feet to a line 30.00 feet South of and parallel with the North line of said Lot 113, said point being the POINT OF BEGINNING;

THENCE South  $87^{\circ}57'30''$  West along said parallel line, a distance of 60.00 feet to a point on the arc of a curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 60.00 feet and a central angle of  $41^{\circ}48'37''$  for an arc distance of 43.78 feet to the Easterly line of Lot 41 of said SOUTHSIDE INDUSTRIAL SITES;

THENCE South  $02^{\circ}02'30''$  East along the Easterly lines of Lot 41, Lot 42, Lot 43, Lot 44 and Lot 45 of said SOUTHSIDE INDUSTRIAL SITES, a distance of 215.99 feet to a point on the arc of a tangent curve;

THENCE Southwesterly, along the Easterly line of Lot 45, Lot 46 and Lot 47 along the arc of said curve, to the right, having a radius of 100.00 feet and a central angle of  $41^{\circ}24'34''$  for an arc distance of 72.27 feet to a point of reverse curvature of a tangent curve concave to the East;

THENCE Southerly, along the arc of said curve, to the left, having a radius of 100.00 feet and a central angle of  $101^{\circ}24'34''$  for an arc distance of 177.00 feet to the South line of said SOUTHSIDE INDUSTRIAL SITES;

310 W. Alameda • P.O. Box 27210 • Tucson, AZ 85726  
(520) 791-4361 • FAX (520) 791-5426  
Skip.pomeroy@tucsonaz.gov • www.tucsonaz.gov



CITY OF  
TUCSON  
Tucson Water Department  
Planning and Engineering

May 9, 2016  
SR 2910  
Eisenhower and Alley  
Page 2

THENCE South  $89^{\circ}43'00''$  East, a distance of 316.23 feet to a point on the Easterly line of said Alley;

THENCE North  $00^{\circ}38'32''$  East along said Easterly line, a distance of 432.91 feet to the Easterly prolongation of a line 30.00 feet South of and parallel with the North line Lot 113 of said SOUTHSIDE INDUSTRIAL SITES;

THENCE South  $87^{\circ}57'30''$  West a distance of 30.03 feet to the East line of said Lot 113;

THENCE South  $00^{\circ}38'32''$  West along the East lines of Lot 113, Lot 114, Lot 115, Lot 116, Lot 117, Lot 118, Lot 119 and Lot 120 of said SOUTHSIDE INDUSTRIAL SITES, a distance of 352.01 feet to a point on a tangent curve, concave to the Northwest;

THENCE Southwesterly continuing along the East line of said Lot 120 along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of  $89^{\circ}38'28''$  for an arc distance of 78.23 feet to the Southerly line of said Lot 120;

THENCE North  $89^{\circ}43'00''$  West along said Southerly line, a distance of 39.83 feet (39.80 plat) to a tangent curve concave to the Northeast;

THENCE Northwesterly, along the Westerly line of said Lot 120 along the arc of said curve, to the right, having a radius of 50.00 feet and a central angle of  $87^{\circ}40'30''$  for an arc distance of 76.51 feet;

THENCE North  $02^{\circ}02'30''$  West, continuing along said Westerly line, a distance of 14.66 feet to tangent curve concave to the Southwest;

THENCE Northwesterly, along the Westerly line of said Lot 119 and Lot 118, along the arc of said curve, to the left, having a radius of 100.00 feet and a central angle of  $41^{\circ}24'34''$  for an arc distance of 72.27 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Northerly, along the arc of said curve, to the right, having a radius of 100.00 feet and a central angle of  $41^{\circ}24'34''$  for an arc distance of 72.27 feet;



CITY OF  
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Planning and Engineering

May 9, 2016  
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Page 3

THENCE North 02°02'30" West, a distance of 200.71 feet to the POINT OF BEGINNING.

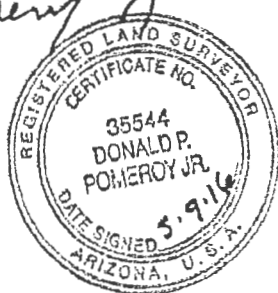
Containing 74,716.1 square feet, more or less.

Prepared for and on behalf of:

CITY OF TUCSON WATER DEPT.  
PLANNING AND ENGINEERING.

*Donald P. Pomeroy*

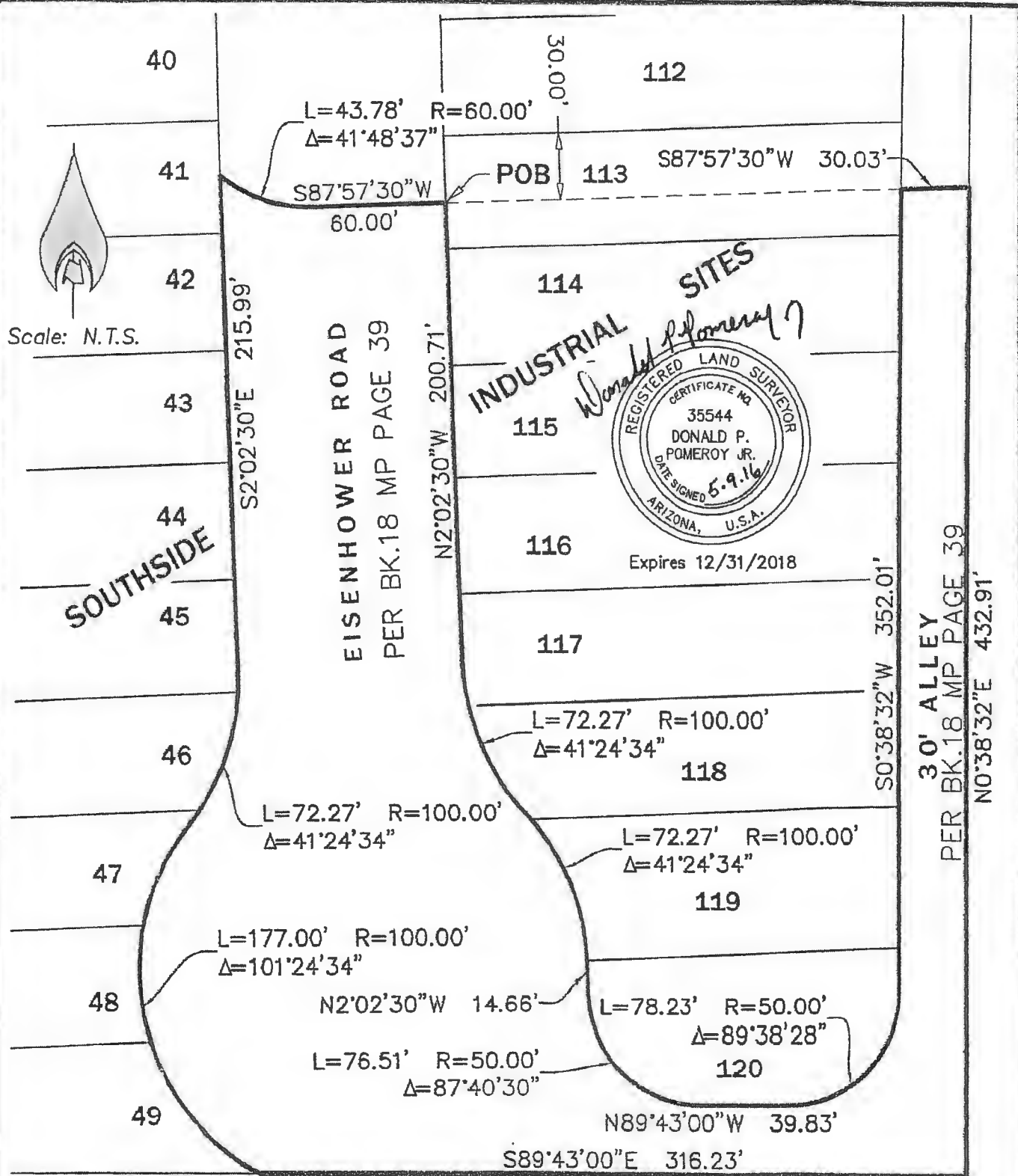
Donald P. Pomeroy,  
AZ RLS 35544



Expires 12/31/18



Scale: N.T.S.



310 W. ALAMEDA  
P.O. BOX 27210  
TUCSON, AZ 85726  
(520)791-4361 FAX 791-5426

EISENHOWER & ALLEY  
DATE: 05/09/2016  
DRAWN BY: DPP

A DEPICTION OF  
EXHIBIT A  
R-O-W ABANDONMENT

SECTION 31, TOWNSHIP 15 SOUTH,  
RANGE 14 EAST G&SRM, PIMA  
COUNTY, ARIZONA

SR 2910  
SHEET 1 OF 1



CITY OF  
TUCSON  
Tucson Water Department  
Planning and Engineering

## EXHIBIT B

May 9, 2016  
SR 2910  
APN 140-52-051C  
30FT ALLEY  
Page 1

### 30' Alley to be Dedicated as Right Of Way

That portion of SOUTHSIDE INDUSTRIAL SITES as recorded in Book 18 of Maps and Plats at Page 39, Pima County Recorder's Office, Pima County, Arizona being a portion of Government Lot 2 (L2) of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

The North 30.00 feet of Lot 113 of said SOUTHSIDE INDUSTRIAL SITES as recorded in Book 18 of Maps and Plats at Page 39, Pima County Recorder's Office, Pima County, Arizona.

Containing 6,027.8 square feet, more or less

Prepared for and on behalf of:

CITY OF TUCSON WATER DEPT.- PLANNING AND ENGINEERING.

*Donald P. Pomeroy*  
Donald P. Pomeroy,  
AZ RLS 35544



Expires 12/31/18

310 W. Alameda • P.O. Box 27210 • Tucson, AZ 85726  
(520) 791-4361 • FAX (520) 791-5426  
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Scale: N.T.S.

EISENHOWER ROAD  
PER BK.18 MP PAGE 39

SOUTHSIDE

111

NORTH  
30.00'

112

INDUSTRIAL

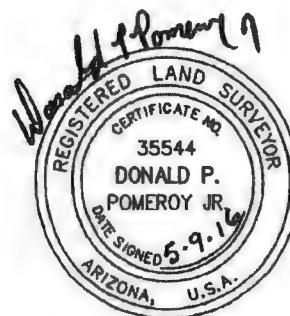
113

SITES  
114

115

116

30' ALLEY  
PER BK.18 MP PAGE 39



Expires 12/31/2018



310 W. ALAMEDA  
P.O. BOX 27210  
TUCSON, AZ 85726  
(520)791-4361 FAX 791-5425

30FT ALLEY  
DATE: 05/09/2016  
DRAWN BY: DPP

A DEPICTION OF  
EXHIBIT B  
NEW 30' ALLEY

SECTION 31, TOWNSHIP 15 SOUTH,  
RANGE 14 EAST G&SRM, PIMA  
COUNTY, ARIZONA

SR 2910  
SHEET 1 OF 1



CITY OF  
TUCSON  
Tucson Water Department  
Planning and Engineering

May 9, 2016  
SR 2910  
APN 140-52-033A  
Portion 39-40-41  
Page 1

## EXHIBIT C

### Portion of Lot 39, Lot 40 and Lot 41 Of Southside Industrial Sites to be Dedicated as Right Of Way

That portion of SOUTHSIDE INDUSTRIAL SITES as recorded in Book 18 of Maps and Plats at Page 39, Pima County Recorder's Office, Pima County, Arizona being a portion of Government Lot 2 (L2) of Section 31, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of Lot 113 of said SOUTHSIDE INDUSTRIAL SITES as recorded in Book 18 of Maps and Plats at Page 39, Pima County Recorder's Office, Pima County, Arizona;

THENCE South  $02^{\circ}02'30''$  East along the West line of said Lot 113, a distance of 30.00 feet to a line 30.00 feet South of and parallel with the North line of said Lot 113;

THENCE South  $87^{\circ}57'30''$  West along said parallel line, a distance of 60.00 feet to a point on a tangent curve of a curve concave to the Northeast;

THENCE Northwesterly along the arc of said curve, to the right, having a radius of 60.00 feet and a central angle of  $41^{\circ}48'37''$  for an arc distance of 43.78 feet to the POINT OF BEGINNING on the Easterly line of Lot 41 of said SOUTHSIDE INDUSTRIAL SITES;

THENCE continue along said curve to the right, said curve having a radius of 60.00 feet and a central angle of  $96^{\circ}22'46''$  for an arc distance of 100.93 feet to a point on the Easterly line of Lot 39 of said SOUTHSIDE INDUSTRIAL SITES;

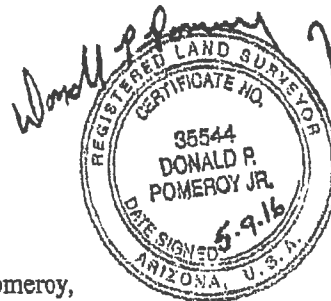
THENCE South  $02^{\circ}02'30''$  East along the Easterly lines of Lot 39, Lot 40 and Lot 41 of said SOUTHSIDE INDUSTRIAL SITES, a distance of 89.44 feet to the POINT OF BEGINNING.

Containing 1,239 square feet, more or less.

Prepared for and on behalf of:

CITY OF TUCSON WATER DEPT.-  
PLANNING AND ENGINEERING.

Donald P. Pomeroy,  
AZ RLS 35544



Expires 12/31/18

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Skip.pomeroy@tucsonaz.gov • www.tucsonaz.gov



Scale: N.T.S.

36

37

38

39

$L=100.93'$   $R=60.00'$   
 $\Delta=96^{\circ}22'46''$

40

**SOUTHSIDE**

41

$L=43.78'$   $R=60.00'$   
 $\Delta=41^{\circ}48'37''$

42

43

44

**EISENHOWER ROAD**  
PER BK.18 MP PAGE 39

**INDUSTRIAL**

108

109

110

111

112

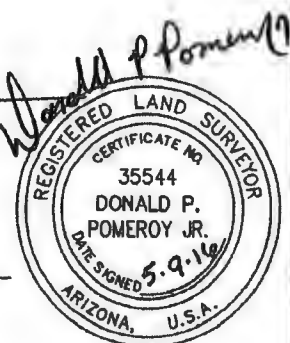
$S2^{\circ}02'30''E$  30.00'

113

30.00'

114

115



Expires 12/31/2018



310 W. ALAMEDA  
P.O. BOX 27210  
TUCSON, AZ 85726  
(520)791-4361 FAX 791-5426

Lots 39-40-41  
DATE: 05/09/2016  
DRAWN BY: DPP

**A DEPICTION OF  
EXHIBIT C  
NEW RIGHT OF WAY**

SECTION 31, TOWNSHIP 15 SOUTH,  
RANGE 14 EAST G&SRM, PIMA  
COUNTY, ARIZONA

SR 2910  
SHEET 1 OF 1

21 March 2018

## EXHIBIT D

### LEGAL DESCRIPTION

All that portion of that parcel as described in Docket 7322 at Page 29 being a portion of Section 24, Township 11 South, Range 10 East, Gila & Salt River Meridian, Pima County, Arizona, being a strip of land 100 feet wide, 50 feet on each side of the centerline more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 24, a brass cap survey monument stamped "PCHD, 23,24,25,26, T11S, R10E", to which the southwest corner of the north half of the southwest quarter of said Section 24, a 5/8" rebar, no tag, bears North 00°19'49" West a distance of 1321.50 feet;

**THENCE** along the west line of Section 24, North 00°19'49" West a distance of 2413.21 feet to the **POINT OF BEGINNING**;

**THENCE** South 69°39'48" East a distance of 90.29 feet;

**THENCE** South 42°25'17" East a distance of 110.77 feet;

**THENCE** South 72°44'23" East a distance of 202.61 feet;

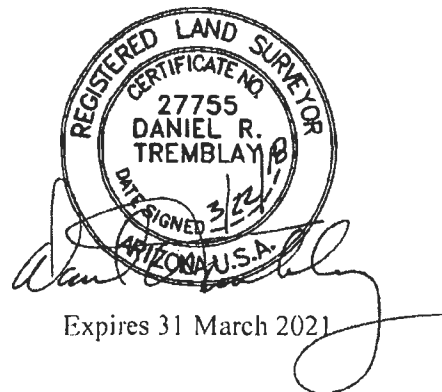
**THENCE** South 60°42'04" East a distance of 588.94 feet;

**THENCE** South 47°00'38" East a distance of 420.80 feet;

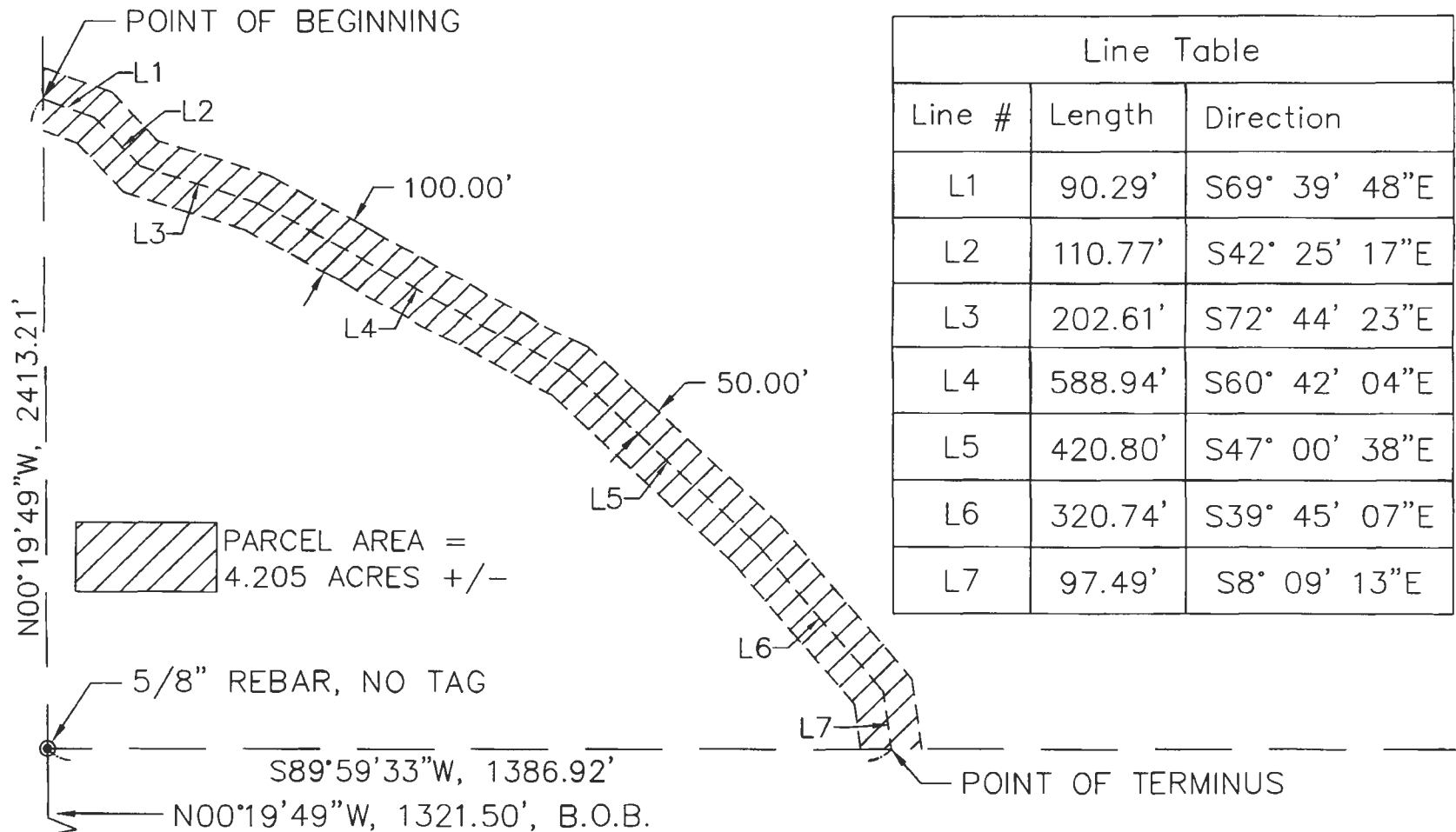
**THENCE** South 39°45'07" East a distance of 320.74 feet;

**THENCE** South 08°09'13" East a distance of 97.49 feet to the **POINT OF TERMINUS** of said centerline on the south line of the north half of the southwest quarter of said Section 24 to which said southwest corner of the north half of the southwest quarter, bears South 89°59'33" West a distance of 1386.92 feet.

The sidelines of said strip to be lengthened or shortened to intersect with the west line of said Section 24 and the south line of north half of the southwest quarter of said section.



# DEPICTION OF EXHIBIT D



N



## PIMA COUNTY SURVEY

A PORTION OF THAT PARCEL RECORDED IN DOCKET 7322 PAGE 29  
 LOCATED IN SECTION 24, TOWNSHIP 11 SOUTH, RANGE 10 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 250'

Date: 21 MARCH 2018

Drawn By: AJI

Sheet 2 of 2

## **EXHIBIT E**

### **LEGAL DESCRIPTION**

A strip of land within those parcels as described in Docket 7755 at Page 443 and Docket 6047 at Page 643 being portions of Sections 15 and 16, Township 11 South, Range 10 East, Gila & Salt River Meridian, Pima County, Arizona, said strip being 100 feet wide, 50 feet on each side of the centerline more particularly described as follows:

**COMMENCING** at the southeast corner of said Section 15, a GLO brass cap survey monument stamped "S-15, S-22, T11S, R10E, 1921", to which the east quarter corner of said Section 15, a 1/2" rebar, with tag marked "PCDOT 24", bears North 00°20'02" West a distance of 2654.42 feet;

**THENCE** along the east line of Section 15, North 00°20'02" West a distance of 1795.70 feet to the **POINT OF BEGINNING**;

**THENCE** North 87°55'38" West a distance of 377.12 feet;

**THENCE** North 66°26'34" West a distance of 137.36 feet;

**THENCE** South 80°51'17" West a distance of 572.12 feet;

**THENCE** North 49°51'49" West a distance of 201.03 feet;

**THENCE** North 81°36'21" West a distance of 1452.00 feet;

**THENCE** South 89°33'16" West a distance of 1288.46 feet;

**THENCE** North 45°10'09" West a distance of 1901.98 feet to the west line of said Section 15, to which the quarter corner common to Section 15 and 16, a 1/2" rebar with tag "RLS 31025", bears South 00°11'17" East a distance of 826.61 feet;

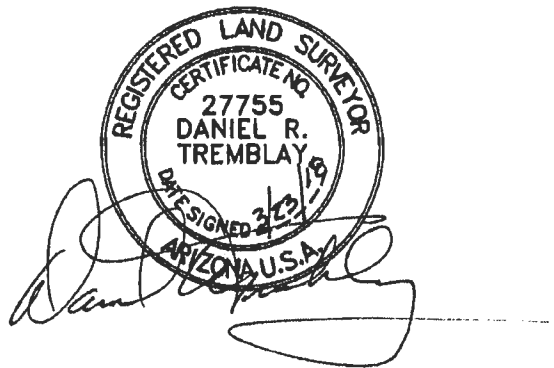
**THENCE** North 43°51'21" West a distance of 1392.55 feet;

**THENCE** North 50°21'55" West a distance of 724.91 feet;

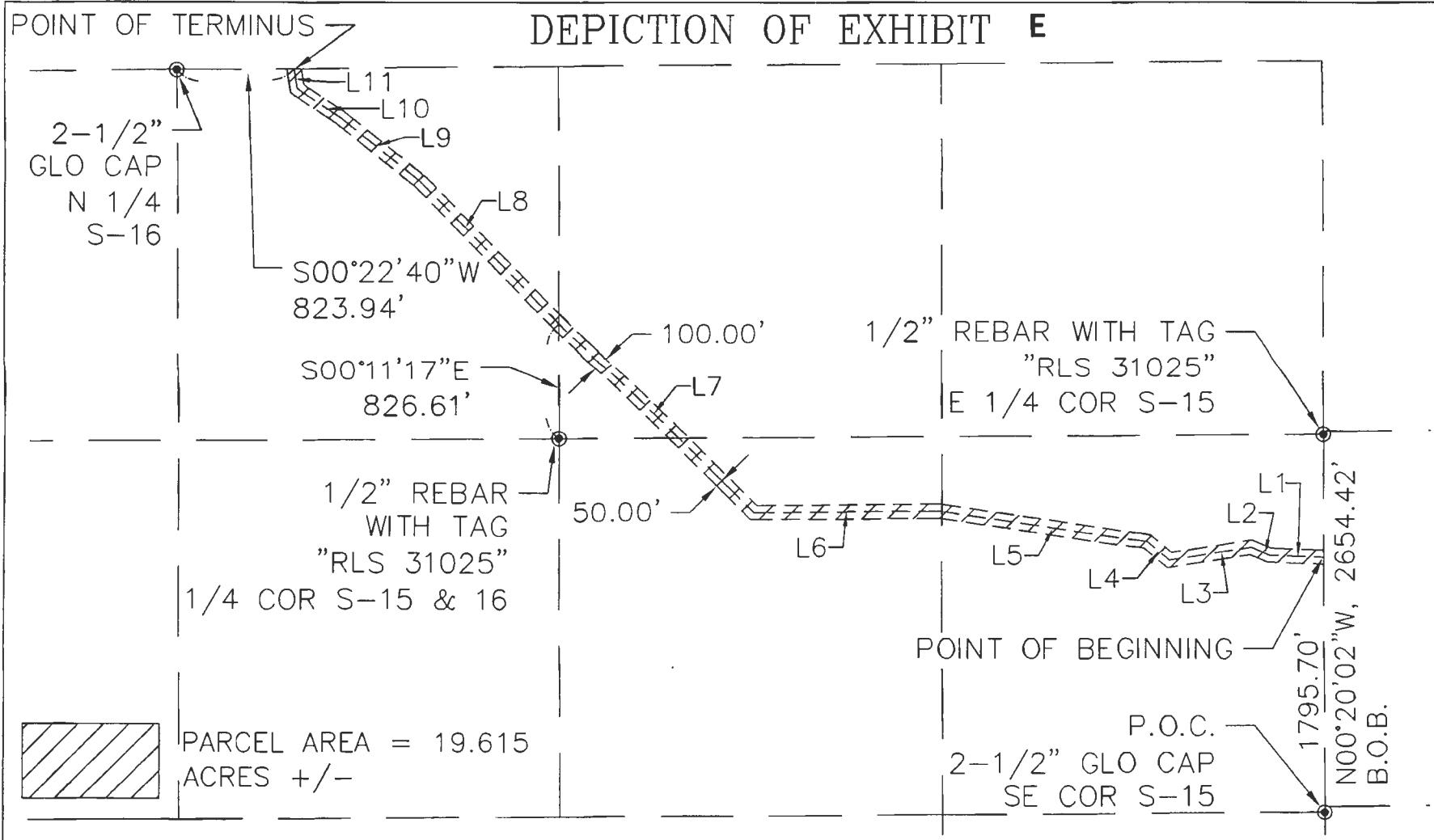
**THENCE** North 55°37'08" West a distance of 352.67 feet;

**THENCE** North 09°09'14" West a distance of 144.10 feet to the **POINT OF TERMINUS** of said centerline on the north line of said Section 16 to which the north quarter corner of said section, a GLO brass cap survey monument stamped "S-9, S-16, T11S, R10E, 1921", bears South 00°22'40" West a distance of 823.94 feet.

The sidelines of said strip to be lengthened or shortened to intersect with the east line of said Section 15 and the north line of said Section 16.



Expires 31 March 2021



## PIMA COUNTY SURVEY

A PORTION OF THOSE PARCELS RECORDED IN DOCKET 7755, PAGE 443,  
AND DOCKET 6047, PAGE 643  
LOCATED IN SECTIONS 15 AND 16, TOWNSHIP 11 SOUTH, RANGE 10 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 1000'

Date: 22 MARCH 2018

Drawn By: AJI

Sheet 3 of 4

## DEPICTION OF EXHIBIT E

Line Table		
Line #	Length	Direction
L1	377.12'	N87° 55' 38"W
L2	137.36'	N66° 26' 34"W
L3	572.12'	S80° 51' 17"W
L4	201.03'	N49° 51' 49"W
L5	1452.00'	N81° 36' 21"W
L6	1288.46'	S89° 33' 16"W

Line Table		
Line #	Length	Direction
L7	1901.98'	N45° 10' 09"W
L8	1392.55'	N43° 51' 21"W
L9	724.91'	N50° 21' 55"W
L10	352.67'	N55° 37' 08"W
L11	144.10'	N09° 09' 14"W

N



### PIMA COUNTY SURVEY

A PORTION OF THOSE PARCELS RECORDED IN DOCKET 7755, PAGE 443,  
AND DOCKET 6047, PAGE 643  
LOCATED IN SECTIONS 15 AND 16, TOWNSHIP 11 SOUTH, RANGE 10 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: NA

Date: 22 MARCH 2018

Drawn By: AJI

Sheet 4 of 4

14 December 2017

## EXHIBIT F

### LEGAL DESCRIPTION

All that portion of the Northwest Quarter of Section 17, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, and as described as an "Effluent Storage Reservoir" site per the Starpass Subdivision recorded in Book 40 of Maps and Plats at Page 33, more particularly described as follows:

**COMMENCING** at the northeast corner of said Northwest Quarter of Section 17, a 2 1/2" BCSM with appropriate GLO section markings, to which the northwest corner of said Section 17, a 2 1/2" BCSM with appropriate GLO section markings,, bears South 89°50'31" West a distance of 2630.72 feet;

**THENCE** along the north line of said Section 17, South 89°50'31" West a distance of 572.90 feet to the northeast corner of said Effluent Storage Reservoir parcel; and the **POINT OF BEGINNING**;

**THENCE** along the east line of said parcel South 05°24'45" East a distance of 39.58 feet;

**THENCE** South 84°35'01" West a distance of 27.90;

**THENCE** North 75°24'34" West a distance of 51.67 feet;

**THENCE** South 89°58'00" West a distance of 42.07 feet;

**THENCE** South 65°50'03" West a distance of 32.15 feet;

**THENCE** South 46°45'28" West a distance of 39.37 feet;

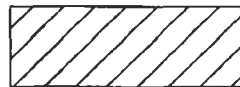
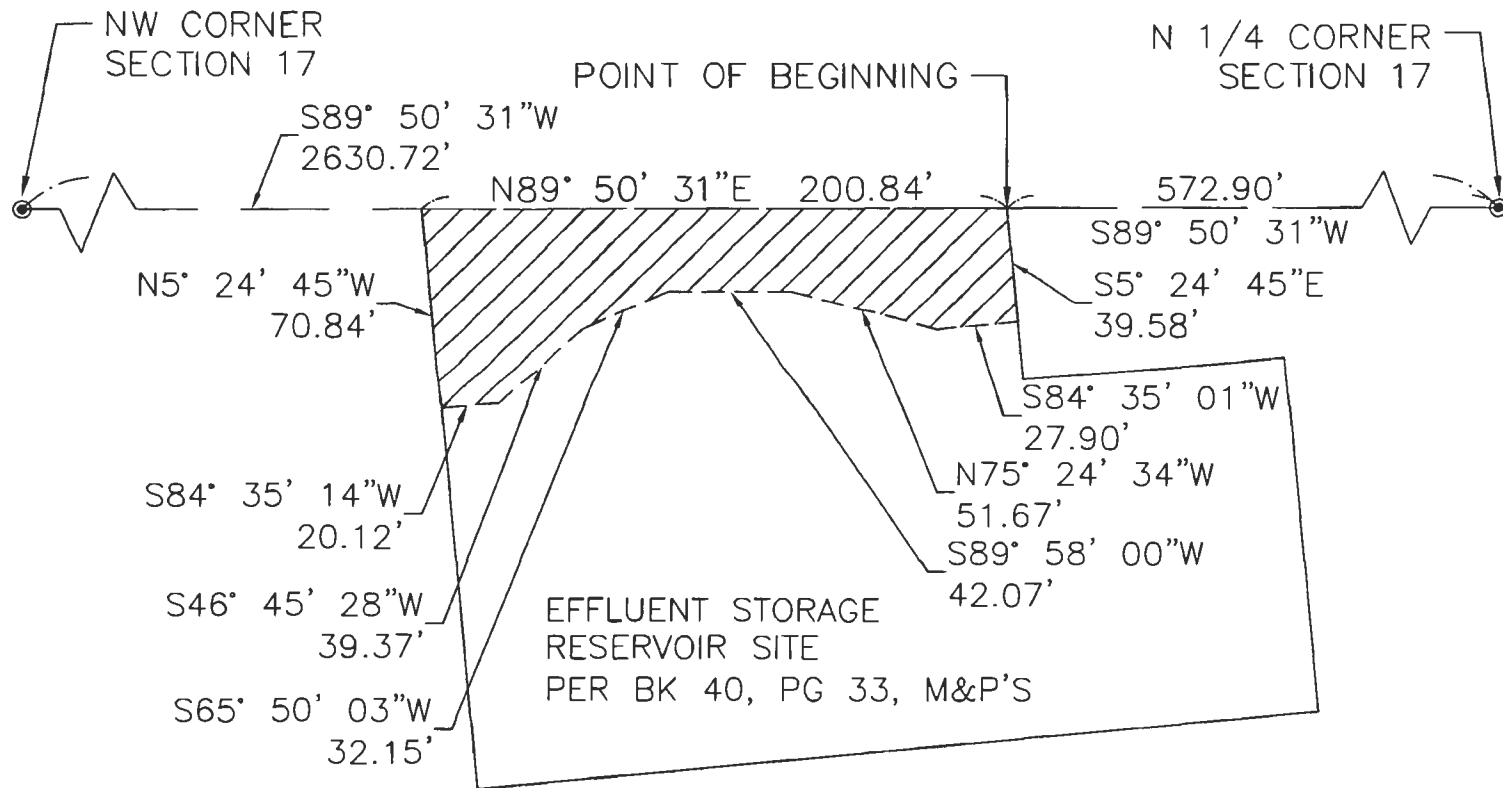
**THENCE** South 84°35'14" West a distance of 20.12 feet to the west line of said parcel;

**THENCE** Along said west line North 05°24'45" West a distance of 70.84 feet to the north line of said Section 17 and the northwest corner of said parcel;

**THENCE** along said north line North 89°50'31" East a distance of 200.84 feet to the **POINT OF BEGINNING**.



# DEPICTION OF EXHIBIT F



EASEMENT AREA = 0.1902 ACRES +/-



## PIMA COUNTY SURVEY

A PORTION OF SECTION 17,  
TOWNSHIP 14 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN,  
PIMA COUNTY, ARIZONA

Scale: 1" = 60'

Date: 12 December 2017

Drawn By: AJI

Sheet 2 of 2