



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: March 3, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Pascua Yaqui Tribe, a federally recognized Tribe (the "Pascua Yaqui")

***Project Title/Description:**

Resolution and Intergovernmental Agreement entered into pursuant to A.R.S. 11-952; RPS file R-0056

***Purpose:**

The County acquired an easement from the Arizona State Land Department ("ASLD") for right of way (the "Easement") in 1982. ASLD subsequently sold the land subject to the Easement to the Pascua Yaqui. The Pascua Yaqui have requested that the County release the Easement so that the Pascua Yaqui can construct a health clinic and other improvements in the Easement area. The Easement is being used as access by residents of a wildcat subdivision (the "Subdivision"). The Pascua Yaqui have agreed to provide alternate access to the Subdivision and once a new access easement is recorded and constructed, the County's interest in the right-of-way Easement will become void and will revert to the Pascua Yaqui Tribe.

***Procurement Method:**

Authorized by A.R.S. section 11-952

***Program Goals/Predicted Outcomes:**

The Pascua Yaqui will be able to develop their property, and the Subdivision will have an alternate access easement.

***Public Benefit:**

The residents of the Subdivision will continue to have access, and the Pascua Yaqui can develop their property for the benefit of the Tribe.

***Metrics Available to Measure Performance:**

The Pascua Yaqui will have sole responsibility for the construction of the alternate access easement to the Subdivision. The County previously collected fines for violations of state law in the construction of the Subdivision, and the funds have been held by the Superior Court for the purpose of building road improvements to access the Subdivision. The County has obtained a Court Order to release the funds in the amount of \$36,381.20, and the County will direct the funds to the Pascua Yaqui for use in building the alternate access to the Subdivision.

***Retroactive:**

No

Attachment: Location Map titled Sygall Subdivision Access Road

Contract / Award InformationDocument Type: CT Department Code: PW Contract Number (i.e., 15-123): 20*0255Effective Date: 3/3/2020 Termination Date: 3/2/2025 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 36,381.20 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** PW-Released Road Improvement Inter-pleaded FundsFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-10.***Amendment / Revised Award Information**

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

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 MurphyDepartment: Real Property ServicesTelephone: 724-6379

Department Director Signature/Date: _____

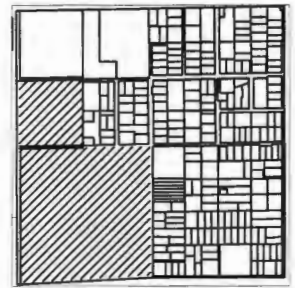
Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)


Sygall Subdivision Access Road


SUBJECT AREA



SECTION 19 G&SRM
PIMA COUNTY, ARIZONA

 PARCEL 138-28-0860

 45' ASLD R/W LEASE
TO BE TERMINATED

 NEW 70' EASEMENT
BY PASCUA YAQUI

SECTION 19
TOWNSHIP 15 SOUTH
RANGE 13 EAST



18070

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE

DRAWN BY: JLITTLE

DATE: AUG 2019

RESOLUTION NO. 2020 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
PASCUA YAQUI TRIBE FOR ALTERNATE ACCESS AND RELEASE
OF CAMINO DE OESTE EASEMENT, SITUATED WITHIN SECTION
19, TOWNSHIP 15 SOUTH, RANGE 13 EAST, G&SRM, PIMA
COUNTY, ARIZONA**

WHEREAS, Pursuant to the Constitution of the Pascua Yaqui Tribe, Article VI, Sections 1(a), the Tribal Council of the Pascua Yaqui Tribe is vested with authority to enter into agreements with federal, state and local governmental agencies, and other entities; and

WHEREAS, pursuant to the Constitution of the Pascua Yaqui Tribe, Article VI, Sections 1(o), the Tribal Council of the Pascua Yaqui Tribe is charged with providing for the general welfare of the members of the Pascua Yaqui Tribe; and

WHEREAS, Pima County, a political taxing subdivision of the State of Arizona, has a right-of-way Lease with the Arizona State Land Department across lands owned in federal trust on behalf of the Pascua Yaqui Tribe; and

WHEREAS, the Tribe desires to build a health center and other improvements on part of the Leased area, which will benefit the members of the Tribe; and

WHEREAS, Pima County acknowledges that, once the Tribe has fulfilled certain terms in the attached Intergovernmental Agreement providing for alternate access, which agreement is incorporated into this Resolution by this reference, Pima County's interest in the Lease will become void as unnecessary; and

WHEREAS, Pima County finds that agreeing to the terms of the Intergovernmental Agreement promotes the general welfare of Pima County and the Tribe.

NOW, THEREFORE, BE IT RESOLVED,

The Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe for alternate access and release of Camino De Oeste Right of Way is hereby approved substantially in the form attached hereto, and that the Chairman of the Pima County Board of Supervisors is hereby authorized to execute the Intergovernmental Agreement.

BOS Approval: 3/03/2020	S19/T15S/R13E	File R-0056	Agent: TM
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Passed and adopted, this _____ day of _____, 2020.

Chairman, Pima County Board of Supervisors

ATTEST:

APPROVED AS TO FORM

Clerk of the Board



Deputy County Attorney

BOS Approval: 3/03/2020	S19/T15S/R13E	File R-0056	Agent: TM
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CONTRACT	
NO. <u>CT-PW-20-255</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement
between
Pima County and the Pascua Yaqui Tribe
for
Alternate Access and Release of Camino de Oeste Easement**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Pascua Yaqui Tribe ("Tribe"), a federally recognized tribe, pursuant to A.R.S. § 11-952.

Recitals

- A. County and Tribe may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Pascua Yaqui Tribal Council is authorized by Section 1(a) of Article VI of the Constitution of the Pascua Yaqui Tribe to negotiate and to execute agreements with federal, state, and local governments on behalf of the Tribe.
- C. In 1982, the Arizona State Land Department through Lease No. 16-83977 ("Lease") granted Pima County a non-exclusive, 45' right-of-way easement ("Easement") for the purposes of building a road over state land described in the attached Exhibit A.
- D. The Lease provides that, if at any time the necessity for the right-of-way ceases to exist, the Easement will become void and the rights granted under the Lease will revert to the fee owner.
- E. In 1999, the Tribe acquired fee ownership of the land burdened by the Easement and the land has been placed in federal trust status on behalf of the Tribe.
- F. Conditions in the area have changed since the Lease was executed and the Easement no longer leads to any public destination. However, a portion of the Easement area is being used as dirt-road access by residents of a wildcat subdivision ("Subdivision") situated between the southern boundary of the Pascua Yaqui Reservation and the northern boundary of the Tohono O'odham Reservation shown on the attached Exhibit B.
- G. The Tribe desires to construct a health clinic and other improvements on part of the Easement area currently being used as dirt-road access by Subdivision residents, and desires to provide an alternate access route to the Subdivision that will not interfere with proposed development.
- H. County wishes to authorize the disbursement of fines that were collected for violations of state law during formation of the Subdivision, and that were the subject of Pima County Superior Court Case No. C20141334, to help fund the Tribe's construction of alternate access to the Subdivision.

- I. Once alternate access to the Subdivision is established, there will not be a necessity for the right-of-way provided in the Lease and the grant of the easement will become void. County and Tribe wish to have a document recorded that releases any interest County has in the Easement once the alternate access is constructed and made available to the Subdivision property owners.

NOW, THEREFORE, County and the Tribe, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions upon which the Tribe will construct alternate access to the Subdivision and County will release its interest in the Easement along Camino de Oeste between Herman's Road and Tetakusim Road.
2. **Release of Escrow Funds.** Within 30 calendar days of the date of execution of this agreement, the County will distribute the funds held by County from the Superior Court Case in the amount of \$36,381.20 for the purpose of building road improvements from Calle Torim to Camino De Oeste and south to Herman's Road to provide Subdivision access.
3. **Construction of Alternate Access.** Within 90 days following the disbursement of Escrow Funds, the Tribe will grade a dirt access road for use by residents of the Subdivision, along the entire length of the access easement described in Exhibit C ("Access Road"). Tribe will design, construct and maintain the Access Road and obtain any approvals, permission, or permits necessary for construction of the Access Road. Other than facilitating distribution of the funds described in Section 2, County has no responsibility and will have no responsibility to design, construct, operate, or maintain the Access Road. If the Tribe does not construct the Access Road within the timelines provided in this section, it will return the escrow funds described in paragraph 2 to County.
4. **Availability of access easement to Subdivision owners.** Tribe agrees to execute, in the form of Exhibit D, an access easement over the area in which the Access Road is located in favor of the Subdivision property owners located within Lot 4 of the Southeast quarter of Section 24, Township 15 South, Range 12 East in Pima County, State of Arizona, and to deliver the access easement to Pima County Real Property Services for recording.
5. **County release of Easement.** Once Tribe has constructed the Access Road as provided in Section 3, made the Access Road available to the Subdivision property owners, and delivered the executed access easement to Pima County Real Property Services for recording, Pima County's Real Property Services Manager will sign and record a document releasing all right, title, and interest in the right-of-way easement described in Arizona State Land Department Lease No. 16-83977.

6. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of five years unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties. This IGA will automatically terminate when the Real Property Services Manager records the document described in Section 5, releasing all County interest in the right-of-way easement.
7. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. This indemnification survives termination of this IGA.
8. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

9. **Compliance with Laws.** The parties will comply with all federal, state, tribal and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.

11. **ADA.** The parties will comply with 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.
12. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
13. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Pascua Yaqui Tribal Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
16. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
18. **No Third Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
19. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

County:	Pascua Yaqui Tribe
Director Department of Transportation 201 N. Stone Ave, 6 th Floor Tucson, Arizona 85701	Director, Pascua Yaqui Land Department 7474 So. Camino de Oeste Tucson, Arizona 85757

<i>With copies to:</i>	<i>With copies to:</i>
County Administrator 130 West Congress St., 10th Floor Tucson, Arizona 85701	Pascua Yaqui Office of the Attorney General 7777 So. Camino Huivism, Bldg. C Tucson, Arizona 85757
Clerk of the Board 130 West Congress, 5 th Floor Tucson, Arizona 85701	Director, Pascua Yaqui Facilities Management Department 4503 W. Calle Torim Tucson, Arizona 85757

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

In Witness Whereof, County has caused this IGA to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and Pascua Yaqui Tribe has caused this Intergovernmental Agreement to be executed by the Chairman upon resolution of the Tribal Council and attested to by the Tribal Secretary.


PIMA COUNTY:

Richard Elías, Chairman
Board of Supervisors

ATTEST

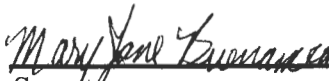
Clerk of the Board

PASCUA YAQUI TRIBE OF ARIZONA:



Robert Valencia, Chairman
Tribal Council

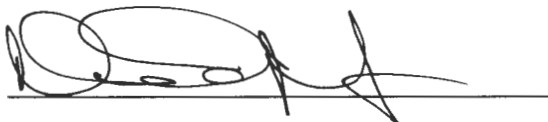
ATTEST



Secretary

Approval

The foregoing Intergovernmental Agreement between Pima County and Pascua Yaqui Tribe has been reviewed by the undersigned, and is hereby approved as to content.



MANAGER, PIMA COUNTY
REAL PROPERTY SERVICES

Intergovernmental Agreement Determination

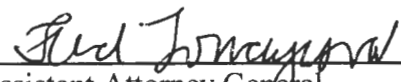
The foregoing Intergovernmental Agreement between Pima County and the Pascua Yaqui Tribe has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Pascua Yaqui Tribe to the party he or she represents.

PIMA COUNTY:

PASCUA YAQUI TRIBE:



Deputy County Attorney



Assistant Attorney General

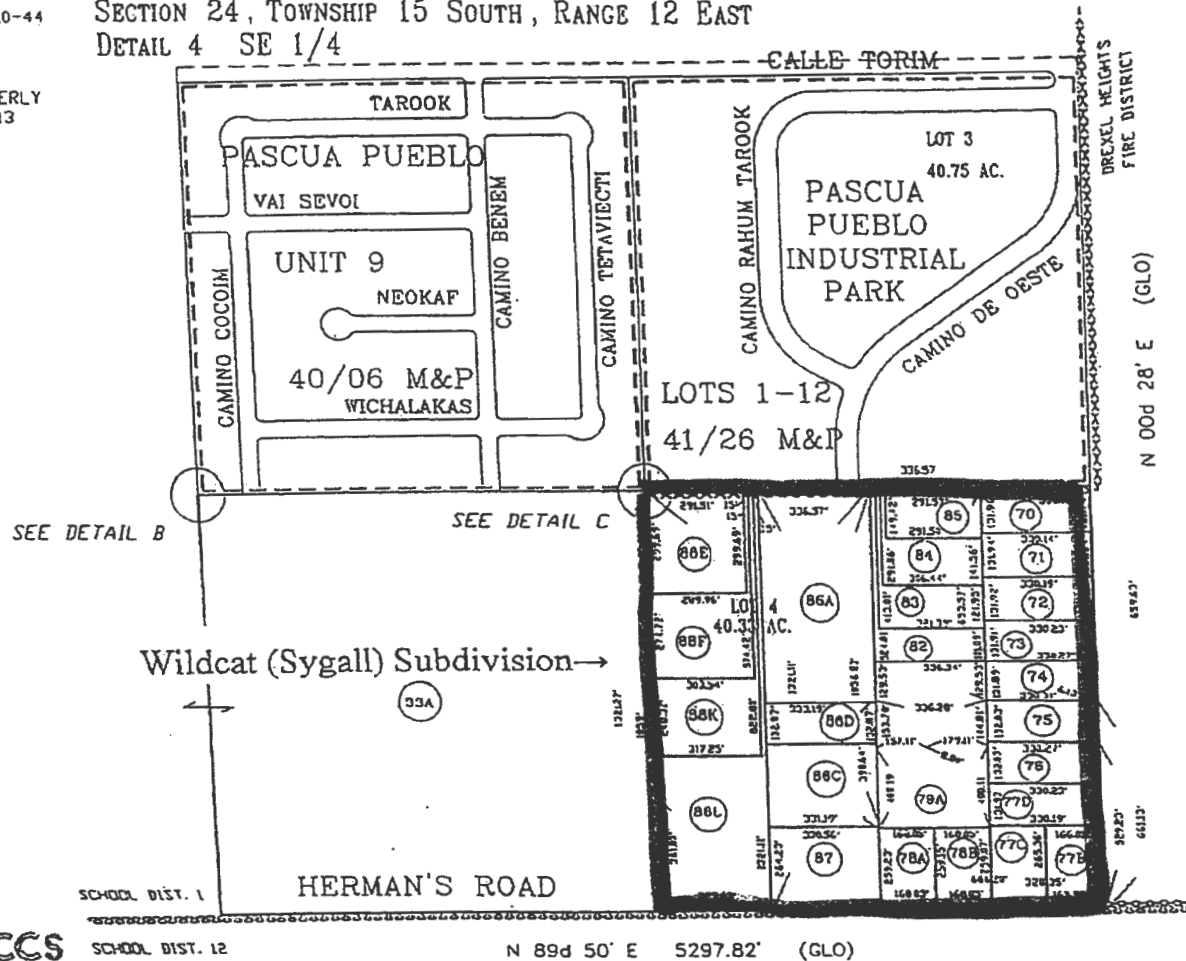
EXHIBIT A

Right of Way No. 16-83977 for a road, sewers and utilities granted to Pima County, effective November 03, 1982 affecting the West 45 feet of Lots 2, 52, 53, 68 and 69 situated in Section 19, Township 15 South, Range 13 East of the Gila and Salt River Base and Meridian, Pima County, Arizona.

EXHIBIT B

ASSESSOR'S RECORD MAP
210-44
SECTION 24, TOWNSHIP 15 SOUTH, RANGE 12 EAST
DETAIL 4 SE 1/4

FORMERLY
206-13



SUBDIVISION 4.16' 3.50' BOUNDARY
SIXTEENTH LINE
DETAIL B
NO SCALE

SUBDIVISION BOUNDARY 3.50'
SIXTEENTH LINE
DETAIL C
NO SCALE

2016-1
11/02/15
0 150 300 450 600
FEET

EXHIBIT C

RES Land Surveys, Inc.
1910 E. 14th Street
Tucson, AZ. 85719
520-624-1142 Fax 520-322-0210

INGRESS/EGRESS/UTILITY EASEMENT

AN INGRESS/EGRESS AND UTILITY EASEMENT LYING IN THE W 1/2 OF SECTION 19, T 15 S, R 13 E, G&SRM, PASCUA YAQUI TRIBAL LAND, PIMA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING (CP) AT THE SOUTHWEST CORNER OF SAID SECTION 19, SAID POINT BEING MONUMENTED BY A BLM BRASS CAP SURVEY MONUMENT AS SHOWN ON EXHIBIT "A", SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT;

THENCE N 00°01'59" E, ALONG THE WEST LINE OF SAID SECTION 19, SAID LINE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION, A DISTANCE OF 2641.95 FEET, TO THE E 1/4 CORNER OF SECTION 24, T 15 S, R 12 E, SAID CORNER BEING MONUMENTED BY A BLM BRASS CAPPED PIPE;

THENCE N 00°05'26" W, A DISTANCE OF 27.12 FEET, TO THE WEST 1/4 CORNER OF SAID SECTION 19, SAID CORNER BEING MONUMENTED BY A 1/2" REBAR TAGGED RLS 21774;

THENCE N 00°00'34" E, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 51.02 FEET;

THENCE N 88°46'14" E, A DISTANCE OF 1326.99 FEET;

THENCE S 00°05'26" E, A DISTANCE OF 51.01 FEET, TO A 1/2" REBAR TAGGED RLS 21774 AND A POINT ON THE MID SECTION LINE OF SAID SECTION 19;

THENCE N 88°46'14" E, ALONG THE MID SECTION LINE, A DISTANCE OF 250.03 FEET;

THENCE S 00°05'26" E, A DISTANCE OF 71.01 FEET;

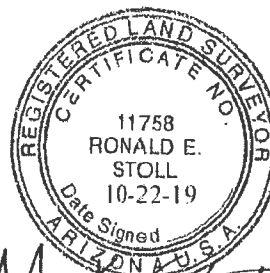
THENCE S 88°46'14" W, A DISTANCE OF 1454.66 FEET;

THENCE S 44°24'04" W, A DISTANCE OF 75.18 FEET;

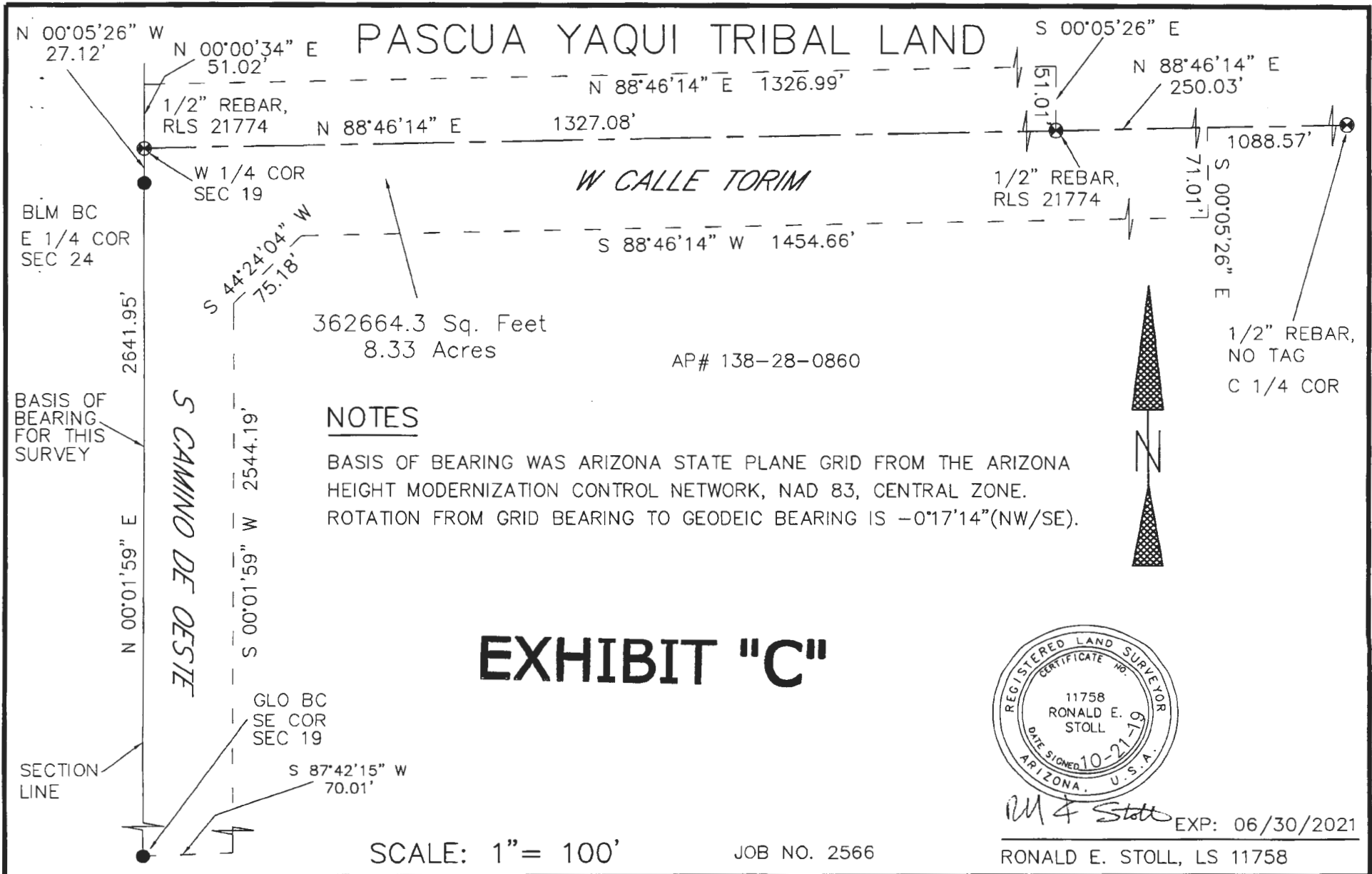
THENCE S 00°01'59" W, A DISTANCE OF 2544.19 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 19;

THENCE S 87°42'15" W, A DISTANCE OF 70.01 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS EASEMENT, SAID EASEMENT CONTAINS 362,664.3 SQUARE FEET OR 8.33 ACRES.

RONALD E. STOLL, LS 11758



EXP: 06-30-21



LYING IN THE SW 1/4 OF SECTION 19, T 15 S R 13 E G. & S.R.M. PIMA COUNTY, ARIZONA

EASEMENT SURVEY	RES LAND SURVEYS, INC.	1910 E. 14TH STREET TUCSON, ARIZONA 85719
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EXHIBIT D

INGRESS/EGRESS and UTILITY EASEMENT

For valuable consideration the Pascua Yaqui Tribe ("Grantor"), hereby grants unto and for the benefit of the owners of Lot 4 located in the Southeast quarter of the Southeast quarter of Section 24, Township 15 South, Range 12 East ("Grantees"), a perpetual, exclusive right-of-way easement for ingress/egress in, on, through, over, under and across that certain tract of land situated in Pima County, Arizona and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed this day of _____, 20____

GRANTOR: _____

By: _____
ROBERT VALENCIA

Title: Chairman of the Pascua Yaqui Tribe

STATE OF Arizona)
)ss
COUNTY OF Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by
_____ as _____ of
_____.

Notary Public

(Seal)

RES Land Surveys, Inc.
1910 E. 14th Street
Tucson, AZ. 85719
520-624-1142 Fax 520-322-0210

INGRESS/EGRESS/UTILITY EASEMENT

AN INGRESS/EGRESS AND UTILITY EASEMENT LYING IN THE W 1/2 OF SECTION 19, T 15 S, R 13 E, G&SRM, PASCUA YAQUI TRIBAL LAND, PIMA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING (CP) AT THE SOUTHWEST CORNER OF SAID SECTION 19, SAID POINT BEING MONUMENTED BY A BLM BRASS CAP SURVEY MONUMENT AS SHOWN ON EXHIBIT "A", SAID CORNER BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT;

THENCE N 00°01'59" E, ALONG THE WEST LINE OF SAID SECTION 19, SAID LINE BEING THE BASIS OF BEARING FOR THIS DESCRIPTION, A DISTANCE OF 2641.95 FEET, TO THE E 1/4 CORNER OF SECTION 24, T 15 S, R 12 E, SAID CORNER BEING MONUMENTED BY A BLM BRASS CAPPED PIPE;

THENCE N 00°05'26" W, A DISTANCE OF 27.12 FEET, TO THE WEST 1/4 CORNER OF SAID SECTION 19, SAID CORNER BEING MONUMENTED BY A 1/2" REBAR TAGGED RLS 21774;

THENCE N 00°00'34" E, ALONG THE WEST LINE OF SAID SECTION 19, A DISTANCE OF 51.02 FEET;

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THENCE S 00°05'26" E, A DISTANCE OF 51.01 FEET, TO A 1/2" REBAR TAGGED RLS 21774 AND A POINT ON THE MID SECTION LINE OF SAID SECTION 19;

THENCE N 88°46'14" E, ALONG THE MID SECTION LINE, A DISTANCE OF 250.03 FEET;

THENCE S 00°05'26" E, A DISTANCE OF 71.01 FEET;

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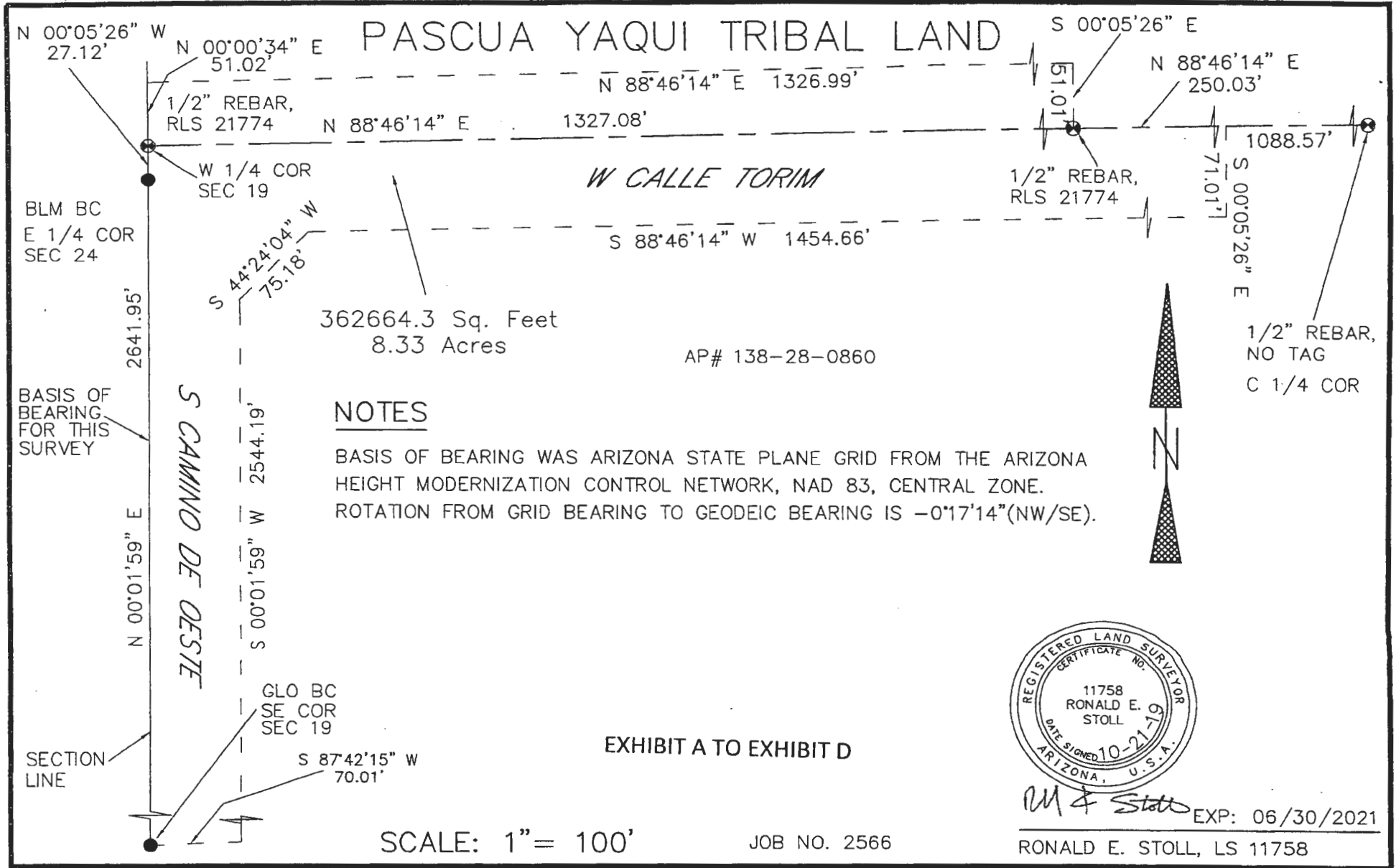
THENCE S 87°42'15" W, A DISTANCE OF 70.01 FEET BACK TO THE TRUE POINT OF BEGINNING FOR THIS EASEMENT, SAID EASEMENT CONTAINS 362,664.3 SQUARE FEET OR 8.33 ACRES.

RONALD E. STOLL, LS 11758



Date Signed
10-22-19

EXP: 06-30-21



LYING IN THE SW 1/4 OF SECTION 19, T 15 S R 13 E G. & S.R.M. PIMA COUNTY, ARIZONA

EASEMENT SURVEY	RES LAND SURVEYS, INC. 1910 E. 14TH STREET TUCSON, ARIZONA 85719
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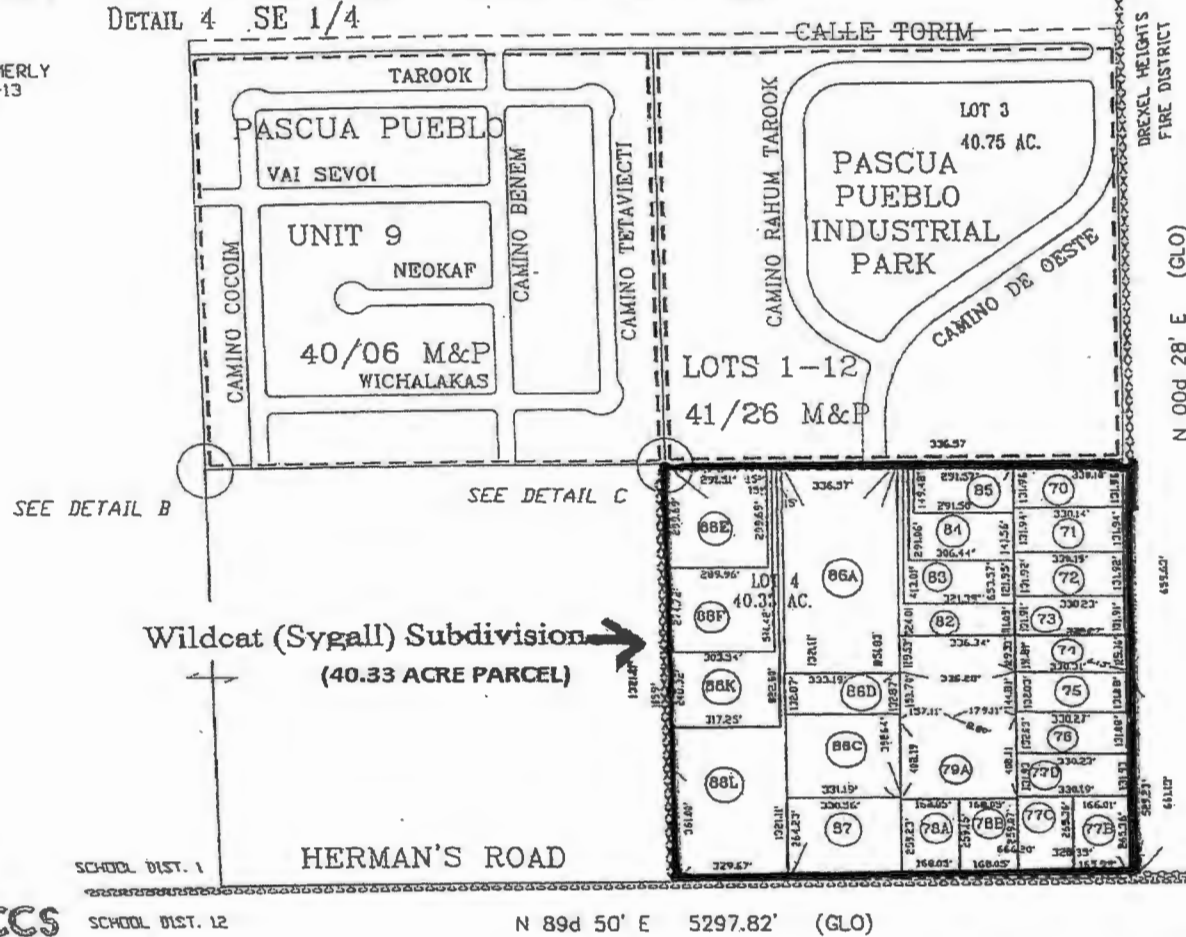
Exhibit "A"

TO EXHIBIT D

(Continued)

ASSESSOR'S RECORD MAP
210-44 SECTION 24, TOWNSHIP 15 SOUTH, RANGE 12 EAST
DETAIL 4 SE 1/4

FORMERLY
206-13



SUBDIVISION BOUNDARY 4.16' 3.50' BOUNDARY
SIXTEENTH LINE
DETAIL B
NO SCALE

SUBDIVISION BOUNDARY 3.50' BOUNDARY
SIXTEENTH LINE
DETAIL C
NO SCALE

2016-1
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