



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 20, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☒

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

Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 201634-S

***Project Title/Description:**

Acquisition Agreement - Acq-0671

***Purpose:**

Pima County has entered into an Encroachment Management Agreement (EMA) with the United States of America/ Davis Monthan Air Force Base (DMAFB) to participate in the Readiness and Environmental Protection Integration (REPI) program. This program is designed to reduce encroachments and intensifying land uses within military installation environments that can limit or restrict military operations. Under REPI, DMAFB would like to acquire restrictive easements to prevent residential and other non-compatible development, as well as limit the density of people on these properties located within the Approach-Departure Corridor (ADC).

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County will acquire a restrictive use easement, over 139.13 acres of property within the ADC, which will limit any development or use that would be incompatible with the mission and operations of DMAFB. The easement limits allowable uses of the property and lot assemblage. It also creates density restrictions as to the maximum number of employees per area, as well as building density restrictions.

***Public Benefit:**

Property use and employee density will be restricted and reduced within the ADC in an attempt to assure the future safety of Pima County residents and DMAFB operations.

***Metrics Available to Measure Performance:**

Pima County will acquire an easement over the 139.13 acre parcel for a not to exceed amount of \$5,871,500, which includes the appraised value of \$5,850,000 and up to \$21,500 in closing costs. Under the EMA, the County will receive the funds from DMAFB to purchase this easement.

***Retroactive:**

No

To: CoB- 10-6-20
Ver. - 1
pgs - 32 (1)

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 21*0191
Commencement Date: 10/20/2020 Termination Date: 10/19/2021 Prior Contract Number (Synergen/CMS): _____
☒ **Expense Amount: \$** 5,871,500.00 ☐ **Revenue Amount: \$** _____

***Funding Source(s) required:** REPI Agreement

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense 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): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Dana Hausman

Department: PW - Real Property Services

Telephone: 724-6713

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)



Contract number: CT-PW-21*0191

ACQUISITION AGREEMENT ACQ-0671

1. **Defined Terms.** The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("**Agreement**");

1.1. **Seller:** Title Security Agency, LLC., a Delaware Limited Liability Company, as trustee under Trust No. 201634-S

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

1.3. **Purchase Price:** the sum of Five Million Eight Hundred Fifty Thousand Dollars (\$5,850,000.00)

1.4. **County's Maximum Costs:** County's share of Closing Costs which shall not exceed Twenty-One Thousand Five Hundred Dollars (\$21,500.00)

1.5. **Title Company:** Pioneer Title Agency, Inc., Kim Moss, Escrow Officer, 7445 N. Oracle Rd., Suite 101, Tucson, AZ 85704; 520-797-2693

1.6. **Effective Date:** the date Seller and County have approved and accepted this Agreement by affixing their signatures. The date County executes this Agreement is the date this Agreement is signed by the Chairman of the Board of Supervisors.

1.7. **Easement Area:** the parcel of real property described in **Exhibit A** and depicted in **Exhibit A-1**, which is divided into "**Parcel A**" and "**Parcel B.**"

1.8. Removed Exceptions for the Easement Area: items 6 & 7 on **Exhibit B**

1.9. Seller's Address: Attn: VP Commerce Center LLC, 6302 E. Calle Dened, Tucson, AZ 85710-5308

1.10. County's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.teplitsky@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Seller and County, and shall be effective on the Effective Date. Seller and County are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Background and Purpose.**

3.1. County desires to acquire an easement over the Easement Area from Seller to limit the use or development of the Easement Area, which is in the vicinity of Davis Monthan Air Force Base (the "Installation"), to prevent use of the Easement Area that is incompatible with the mission of the Installation. This Easement is entered into by County in accordance with the terms and conditions of the Encroachment Management Agreement between the United States of America acting by and through the Secretary of the Air Force (the "**Air Force**") and County, dated July 21, 2017 (the "**Encroachment Agreement**").

3.2. This Agreement is being entered into by County only after, and is contingent upon satisfaction of, the following:

3.2.1. The approval by the Air Force of the terms of this Agreement; and

3.2.2. County having invoiced and received payment from the Air Force for all Acquisition Costs reimbursable under the Encroachment Agreement, including but not limited to the Purchase Price, appraisal, environmental assessment, title search and commitment, and estimated Closing Costs.

4. **Purchase of Easement and Right of Entry.** County agrees to acquire from Seller, and Seller agrees to convey to County, in consideration of the Purchase Price, an Easement over the Easement Area, in the form of **Exhibit C**.

5. **Abandonment of Parcel B Right of Way.** County agrees that in the event Seller desires to have County abandon all or any portion of the right of way on Parcel B, County

will waive the application fee.

6. **Closing Costs.**

6.1. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

6.1.1. All escrow fees and recording fees, if any, shall be paid by County.

6.1.2. County will pay a reasonable fee for any necessary Releases.

6.1.3. County will pay a reasonable fee for other Closing Costs related to the Closing.

6.2. County's Total Costs. County's total costs at Closing shall not exceed County's Maximum Cost, provided, however, that County may unilaterally increase County's Maximum Cost by written notice from County to Seller prior to Closing.

7. **Escrow.** Title Company will act as escrow agent. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**"). Title Company will make reasonably suitable arrangements with either Party, upon that Party's request, to have the Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for County.

8. **Closing.**

8.1. Closing Date. The Closing (the "**Closing**") will take place at the office of Title Company on or before one hundred twenty (120) days after the Effective Date, provided however, that County may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within one (1) year after execution by County, unless County obtains approval by the Pima County Board of Supervisors to extend the Closing Date beyond said one (1) year period.

8.2. Deliveries by County at Closing. At Closing, County shall deliver to Seller through Escrow the following:

8.2.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by County's check; and

8.2.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

8.3. Deliveries by Seller at Closing. At Closing, Seller shall deliver to County through Escrow the following:

8.3.1. An Easement in the form of Exhibit C, granting to County an Easement over the Easement Area, subject only to those matters identified in Exhibit B, with the exception of the Removed Exceptions for the Easement Area, which Seller shall cause to be removed prior to Closing.

8.3.2. Such additional documents as County or Escrow Agent may reasonably require to effectuate the Purchase.

8.4. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders.

9. **Seller's Covenants.**

9.1. No Personal Property. No personal property is being transferred pursuant to this Agreement.

9.2. Reports. Seller shall make available to County all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

10. **Environmental.** County and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Easement Area, each party remaining responsible for its obligations as set forth by law. Seller represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Easement Area or within any surface or subsurface waters thereof; that no underground tanks have been located on the Easement Area; that the Easement Area is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Easement Area.

11. **Broker's Commission.** No broker or finder has been used and County owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

12. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by County as a result of any violation of federal arbitration provisions caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

13. **Exhibits.** The following Exhibits are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement are not available at the execution thereof, they will be added by the Parties prior to Closing and will be in form and substance reasonably satisfactory to the Parties.

<u>Exhibit A</u>	Easement Area
<u>Exhibit A-1</u>	Depiction of Easement Area
<u>Exhibit B</u>	Permitted Exceptions for Easement
<u>Exhibit C</u>	Form of Easement

14. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

14.1. Notices.

14.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or County's address.

14.1.2. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in

writing and given in accordance with this Section, a different address for service of notice.

14.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

14.3. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

14.4. Interpretation. This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

14.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

14.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

14.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

14.9. Binding Affect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

14.11. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

14.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

14.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

14.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

14.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) 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 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.

Seller's Approval and Acceptance:

TITLE SECURITY AGENCY, INC., LLC,
a Delaware Limited Liability Company,
Trust No. 201634-S *only*

By: 
As: Trustee

Date: *8/25/20*

County's Approval and Acceptance:

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:



Jeff Tepeltsky, Manager, Real Property Services

 10/3/2020

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

RE: 141-07-0380 - 1390

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A

Lots 1 through 19, 27, 28, 35 through 39, and 83 through 99 of VP Commerce Center Lots 1 through 99 and Common Area "A" (Private Drainage) Common Area "B" (Private Drainage & Riparian Mitigation Area) Common Area "C" (Open Space) a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 65 of Maps and Plats age Page 37 thereof.

Excluded therefrom, any Right of Way previously dedicated to Pima County by said plat of VP Commerce Center

PARCEL B

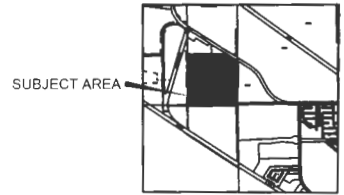
Lots 20 through 26, 29 through 34, 40 through 82, and Common Areas A, B and C, of VP Commerce Center Lots 1 through 99 and Common Area "A" (Private Drainage) Common Area "B" (Private Drainage & Riparian Mitigation Area) Common Area "C" (Open Space) a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 65 of Maps and Plats age Page 37 thereof.

Excluded therefrom, any Right of Way previously dedicated to Pima County by said plat of VP Commerce Center



EXHIBIT "A-1"

SECTION 17
TOWNSHIP 15 SOUTH
RANGE 15 EAST



SECTION 17
G&SRM PIMA COUNTY, ARIZONA



-  PARCEL A
-  PARCEL B



20019


PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: JUL 2020

EXHIBIT "B"

 First American Title™	Commitment for Title Insurance BY Pioneer Title Agency, Inc. as agent for FIRST AMERICAN TITLE INSURANCE COMPANY
Schedule BII	

Order Number: 204358 KM
 Second Amendment-RM

Escrow Officer: Kim Moss at (520) 797-2693

EXCEPTIONS


This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees or expenses) that arise by reason of:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

- A. Defects, liens, encumbrances, adverse claims or other matters, in any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a Public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
 2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
 3. Easements, liens or encumbrances, of claims thereof, that are not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

(Note: The above Exceptions Nos. 1 through 5, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

6. TAXES for the full year 2020, a lien, not yet due.
7. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
8. Easements and all other matters shown on the recorded plat(s) of said subdivision.
9. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
10. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water

 First American Title™	Commitment for Title Insurance BY Pioneer Title Agency, Inc. as agent for FIRST AMERICAN TITLE INSURANCE COMPANY
Schedule BII(Continued)	

Order Number: 204358 KM

Escrow Officer: Kim Moss at (520) 797-2693

Rights as may be set forth elsewhere in Schedule B.

11. Easement(s) to Western Gas Company and rights incident thereto as set forth in Book 51 of Miscellaneous Records at page 20.

12. Easement(s) to Western Gas Company and rights incident thereto as set forth in Book 51 of Miscellaneous Records at page 4 and in Book 53 of Miscellaneous Records at page 311

13. Easement(s) to El Paso Natural Gas Corp and rights incident thereto as set forth in Book 73 of Miscellaneous Records at page 211

14. Easement(s) to Southern Pacific Railroad Company and rights incident thereto as set forth in Docket 482 at page 536 and in Docket 663 at page 56

15. Easement(s) to Tucson, Gas, Electric Light and Power Company and rights incident thereto as set forth in Docket 606 at page 371

16. Easement(s) to Pima County and rights incident thereto as set forth in Docket 2098 at page 497.

17. Easement(s) to Tucson Electric Power Company and rights incident thereto as set forth in Docket 13437 at page 2346.


18. ANY PRIVATE RIGHTS, RESERVATIONS or EASEMENTS on, under and across those portions of said land lying within of Pantano Road abandoned by Resolution No. 2010-266 as recorded in Docket 13936 at page 3258 and by Deed recorded in Docket 13936 at page 1331

19. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Docket 13941 at page 503, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

20. THE EFFECT of Resolution No. 2011-48 with Pima County, Arizona, as set forth in Sequence No. 20110770757

21. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Agreement recorded in Sequence No. 20122200117

22. RESTRICTIONS, CONDITIONS, COVENANTS, EASEMENTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls contained in instrument recorded in Sequence No. 20122200118, omitting, if any, from the above, any restrictions based on race, color, religion, sex, sexual orientation, handicap, familial status, marital status, disability, ancestry, source of income or national origin as set forth in applicable

 <i>First American Title™</i>	Commitment for Title Insurance
	BY Pioneer Title Agency, Inc. as agent for FIRST AMERICAN TITLE INSURANCE COMPANY
Schedule BII(Continued)	

Order Number: 204358 KM

Escrow Officer: Kim Moss at (520) 797-2693

state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law; Together with all matters pertaining the imposition of any transfer or conveyance fee contained within the document(s). The provisions for such fee require it to be paid upon transfer or conveyance of the land.

END OF SCHEDULE BII

EXHIBIT "C"



Public Works Administration
Real Property Services
201 N. Stone Avenue, Sixth Floor
Tucson, Arizona 85701-1215
(520) 724-6313 FAX (520) 724-6763

When recorded, return to:

Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 2020, by Title Security Agency, LLC., a Delaware Limited Liability Company, as trustee under Trust No. 201634-S ("Grantor"), to Pima County, a political subdivision of the State of Arizona, ("Grantee"), and the United States of America, acting by and through the Secretary of the Air Force ("Government"). When used in this Easement, "Grantor" includes Grantor's successors and assigns, and "Grantee" includes Grantee's successors and assigns. Grantor, Grantee, and Government may be collectively referred to as "Parties" or each may be referred to as a "Party."

Recitals

- A. Grantor is the sole owner in fee simple of approximately 139.13 acres of real property located in Pima County, Arizona, in the vicinity of Davis Monthan Air Force Base (the "Installation"), as more particularly described on **Exhibit A** attached hereto and generally depicted in the map attached hereto as **Exhibit A-1** (the "Easement Area"), both of which are incorporated herein by reference. Attached as **Exhibit A-2**, which is also incorporated by reference, is a breakdown of the Easement Area by parcel. The Easement Area excludes all roads, which have been dedicated to Grantee by plat.
- B. Grantee is a party to that certain Encroachment Management Agreement between the Government and Grantee, dated July 21, 2017 (the "Agreement") concerning Installation Encroachment Management Plan in the vicinity of the Installation, which was entered into under the authority of 10 U.S.C. § 2684a. Under the Agreement, Grantee, as the "Eligible Entity," and the Government agreed to each share 50% in the acquisition costs, including the sale price, for real property interest(s) such as the property acquired pursuant to that Agreement. Grantee and Grantor have agreed that the Government's contribution, pursuant to that Agreement and 10 U.S.C. § 2684a, provide the Government with certain rights that may be exercised as provided in this Easement.

- C. Grantor is conveying this Deed of Easement on and over the Easement Area in consideration of the payment of Five Million Eight Hundred Fifty Thousand Dollars (\$5,850,000.00), a value established by an appraisal. Grantee has contributed fifty percent (50%), in the form of in-kind services in accordance with Section 5.2 of the Agreement and/or the conveyance of other property rights to the Government in accordance with Section 4.3, 5.1, 5.2, and 5.3, and Government has contributed fifty percent (50%).

Restrictive Use Easement

1. **Grant of Easement.** In consideration of the above-described payment, and the mutual covenants, terms, and conditions contained in this Deed of Easement, Grantor hereby conveys to Grantee a restrictive use easement ("Easement") over the Easement Area, on terms and conditions as set forth in this Deed of Easement. For purposes of this Easement, the Easement Area is divided into two separate areas as depicted on Exhibit A-3, which is incorporated herein by reference, as "**Parcel A**" and "**Parcel B**".
 - 1.1. Parcel A consists of 51.91 acres subdivided into 43 developable industrial lots, as depicted on Exhibit A-3. Parcel A includes lots 1-19, 27, 28, 35-39 and 83-99.
 - 1.2. Parcel B consists of the balance of the Easement Area, which consists of 87.22 acres as depicted on Exhibit A-3. Parcel B includes lots 20-26, 29-34, 40-82, and common areas A, B, and C.
2. **Purpose.** The purpose of this Easement is to limit development or use of the Easement Area that would be incompatible with the mission of the Installation.
3. **Restrictions on Use by Grantor.** For purposes of this section 3, the term "employee" means any employee, contract employee, or corporate officer, whether full or part-time. The Easement Area is subject to the restrictions set forth in this section 3 (the "Restrictions").
 - 3.1. No Residential Use. Residential use of the Easement Area is prohibited.
 - 3.2. ADC-2 Restriction. Section 18.57.031(E) of the Pima County Zoning Code (the "Pima Code") contains the Land Use Overlay Zones for Davis-Monthan Air Force Base. Section 18.57.031(E)(2)(c) of the Pima Code restricts maximum employee occupancy in the ADC-2 (Approach Departure Corridor Zones) to twenty (20) employees per acre of net lot area (the "ADC- 2 Restriction"). The same ADC-2 Restriction is contained in the City of Tucson Unified Development Code, Article 5, Section 5.6.8(B)(1)(a). The Easement Area is subject to and will remain in perpetuity subject to the ADC-2 Restriction.
 - 3.3. Additional Restrictions on Parcel A.
 - 33.1. *Density Restriction.* The maximum number of employees that are permitted in Parcel A at any time is seven hundred fifty (750) employees (the "Parcel A Permitted Employees").
 - 33.2. *Lot Assemblage Restriction.* Within Parcel A, no more than three (3) adjacent lots may be assembled for one building structure (the "Assemblage Restriction").

333. *Building Density Restriction.* The maximum number of employees in any single building in Parcel A is the lesser of (i) the number of employees permitted by the ADC-2 Restriction, or (ii) eighty (80) employees, in the event of an assemblage permitted by section 3.3.2.

334. *APZ Restriction.* No buildings are permitted within the Accident Potential Zone ("APZ"). Buildings are permitted on the portion of a lot that is located outside of the APZ.

3.4. Additional Restrictions on Parcel B.

341. *Density Restriction.* The maximum number of employees that are permitted in Parcel B at any time is one hundred (100) employees (the "Parcel B Permitted Employees").

342. *Use Restriction.* Parcel B is limited to (i) agricultural, (ii) storage, and (iii) utility uses (including but not limited to solar) (collectively the "Parcel B Permitted Uses"). No building structures are permitted for any of the Parcel B Permitted Uses as defined in this section 3.4.2, except for ancillary structures needed for a Parcel B Permitted Use, not to exceed one percent of the land area used for the Permitted Use. No other commercial or industrial uses are permitted on Parcel B.

343. *Allowed Existing Use.* Notwithstanding section 3.4.2, any existing leases set forth on **Exhibit B** are permitted on Parcel B.

344. *Lot 20.* Notwithstanding the foregoing, the construction of services for Parcel A is permitted on Lot 20 as designated on **Exhibit C**. The permitted services for Parcel A include water service, fire suppression.

3.5. Conveyance of Property. If title to any portion of the Easement Area is transferred to a new owner, the portion of the Easement Area that has been conveyed will continue to be subject to the Restrictions. For example, if a portion of the Easement Area is conveyed to a third party (the "Conveyed Property"), and the remaining portion of the Easement Area (the "Retained Property") has the maximum number of Permitted Employees, then the Conveyed Property will not be permitted to have any employees located on said property.

3.6. ADC-2 Calculation for Adjoining Property. In the event any portion of the Easement Area is acquired by or combined with adjoining property subject to the ADC-2 Restriction, *said portion of the Easement Area cannot be included in the net lot area calculation so as to avoid violating the ADC-2 Restriction on said adjoining property.*

4. **Access to Property.** Grantee may enter upon the Easement Area, and any buildings on the Easement Area, at any time during Grantor's business hours to monitor compliance with the Density Restriction, in a manner that does not unduly disrupt business operations on the Easement Area.

5. **Use of Property by Grantor.** Grantor may use the Easement Area for any purpose consistent with the above use restrictions. Nothing in this Easement shall be construed

to limit the rights of the Grantor to issue compatible additional easements over and across the Easement Area.

6. **Runs with the Land.** This Easement is a covenant that runs with the land. The Easement restrictions shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor, including all future owners of any portion of the Easement Area, each of whom will be deemed the (or a) "Grantor" hereunder. The County may convey the Easement to any other "Eligible Entity" under 10 U.S.C. § 2684a, and will convey it to the United States if transfer is demanded under §2684a(d)(5).
7. **Enforcement and Remedies.** Upon any breach of a term of this Easement, the Grantee may institute suit to enjoin any breach or enforce any term by injunction and require the Easement Area property be restored promptly to the condition required by this Easement. The remedies of the Grantee shall be cumulative, and shall include any other rights and remedies available to the Grantee at law or in equity.
8. **Discretion of the Grantee.** Enforcement of the terms of this Easement shall be undertaken at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term of this Deed of Easement on one occasion shall discharge or invalidate that term or any other term of this Deed of Easement, or affect the enforcement right of the Grantee in the event of a subsequent breach or default.
9. **Government Rights of Enforcement.** Consistent with Sections 8.6.2, 8.6.3 and 8.6.4 of the Agreement, the Government is expressly granted the following in order to protect the public investment of Five Million Eight Hundred Fifty Thousand Dollars (\$5,850,000.00), the Government contribution to the acquisition of the Easement, pursuant to the Agreement:
 - 9.1. Should Grantee or transferee (as applicable) fail to carry out its obligation to monitor and enforce this Easement to assure compliance with its terms, restrictions, and conditions, or allow the Easement Area property to be used for a purpose inconsistent with this Easement, especially with respect to failure to limit any development or use of the Easement Area property that would otherwise be incompatible with the mission of the Installation, or might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or adjacent to the Installation, the Government, or its assigns, shall have the same rights as Grantee with respect to the Easement, including the right to inspect the Easement Area property and enforce such terms, restrictions and conditions.
 - 9.2. Grantee shall notify the Government in writing prior to transferring this Easement pursuant to Section 8.6.3. of the Agreement and the Government, or its assigns, at its option, shall have the right to demand transfer of this Easement to the "United States of America and its assigns" within thirty (30) days from the date of such notification of the Grantee's intent to transfer the Easement (Response Period). If the Government, or its assign, does not notify the Grantee of its intent to demand the transfer of the Easement within the Response Period, then the Grantee shall be free to Transfer the Easement, subject to the terms of this Easement. Any approved deed of transfer shall include the third-party rights of the Government as set forth in this section and the requirements that all terms, restrictions, conditions, and purposes set forth in this Easement are to be

continued in perpetuity by reference to this Easement.

- 9.3. Notwithstanding these specified occasions upon which the Government, or its assigns, at its option, has the right to demand transfer of this Easement, the Government shall have the right to demand such transfer of this Easement to the "United States of America and its assigns" at any time for any other purpose it deems necessary to enforce the Restrictions or to fulfill the obligations of the United States.
- 9.4. In the event the Government exercises these rights, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the Government exercises these rights, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee or the transferee (as applicable), including, but not limited to, attorney's fees and expenses related to Grantee's or the transferee's (as applicable) violations or failure to enforce the Easement against the Grantor.
- 9.5. In the event of an emergency, the Government or its authorized agent may enter the Easement Area property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.
10. **Amendment.** This Easement may only be amended by a written instrument executed by all of the Parties.\
11. **Notices.** Any notice, approval, or communication that either Party is required or desires to give related to this Easement must be given in writing and may be served personally, including by recognized courier service, or sent by certified mail, return receipt requested, by the U.S. Postal Service, to:

Grantor: VP Commerce Center, LLC
6302 E. Calle Dened
Tucson, AZ 85710-5308

Grantee: Manager, Pima County Real Property Services
201 N. Stone Avenue, 6th Flr.
Tucson, AZ 85701

Government: Resource Advisors – Michael Stewart,
Karl Deutsch, Kimberly Hervey
355th CES/CEIAR
3775 S. Fifth St., Building
4201 Davis-Monthan AFB,
AZ 85707

Or to any other address Grantor, Grantee or Government may designate by written notice to the other parties.

12. **Subsequent Transfers.** Grantor further agrees to give written notice, by the means specified in Section 11, to the Grantee and Government of the transfer or assignment of any interest in the Easement Area property at least twenty (20) days prior to such transfer or assignment. The Grantor agrees to make any such transfer or assignment subject to the terms of this Easement.
13. **Severability.** If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of the invalid provision to persons or circumstances other than those in favor of which it is found to be invalid, as the case may be, shall not be affected.
14. **Rights of Third Parties.** This Easement is being made subject to existing utility and other public and private easements, and rights, restrictions, covenants, and conditions affecting or pertaining to the Property. If Grantor grants any other easements to third parties, it will notify the Grantee and Government, and require such third-party grantees to coordinate their use of the Easement Area property with the Grantee and Government.
15. **Entire Agreement.** This Deed of Easement sets forth the entire agreement of the Parties for the conveyance of this Easement on the Easement Area, and supersedes all prior discussions, negotiations, understandings, or agreements, oral or written, relating to this Easement, all of which are merged into this Deed of Easement.

Grantor and Grantee have executed this Deed of Easement on the dates set forth below.

[INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

GRANTOR: Title Security Agency, LLC., a Delaware Limited Liability Company, as trustee under Trust No. 201634-S

By: _____

Date: _____

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____, 2020, by _____, as trustee, on behalf of Title Security Agency, LLC, a Delaware limited liability company, as trustee under Trust No. 201634-S.

Notary Public

My Commission Expires:

Page | 7

“AIR FORCE”

THE UNITED STATES OF AMERICA, acting
by and through **THE SECRETARY OF THE AIR
FORCE**

By: _____
JAMES E. FITZPATRICK, P.E.
Deputy Director, Installations Directorate

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on _____, 20__, by JAMES
E. FITZPATRICK, personally known to me to be the Deputy Director, Installations Directorate
of the Air Force Civil Engineer Center.

Notary Public, State of Texas

Printed Name

Commission Expiration Date

02 March 2020

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A

Lots 1 through 19, 27, 28, 35 through 39, and 83 through 99 of VP Commerce Center Lots 1 through 99 and Common Area "A" (Private Drainage) Common Area "B" (Private Drainage & Riparian Mitigation Area) Common Area "C" (Open Space) a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 65 of Maps and Plats age Page 37 thereof.

Excluded therefrom, any Right of Way previously dedicated to Pima County by said plat of VP Commerce Center

PARCEL B






Lots 20 through 26, 29 through 34, 40 through 82, and Common Areas A, B and C, of VP Commerce Center Lots 1 through 99 and Common Area "A" (Private Drainage) Common Area "B" (Private Drainage & Riparian Mitigation Area) Common Area "C" (Open Space) a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 65 of Maps and Plats age Page 37 thereof.

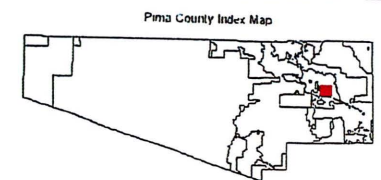
Excluded therefrom, any Right of Way previously dedicated to Pima County by said plat of VP Commerce Center



EXHIBIT A-1

DAVIS-MONTHAN AFB: REPI PROGRAM PRIORITY AREA 1 Title Security Agency TR 2012 VP Commerce Center Property

-  VP Commerce Center Properties
-  Clear Zone
-  Accident Potential Zone 1
-  Accident Potential Zone 2
-  REPI Priority Area 1
- DM Departure Corridor
- Davis Monthan AFB



This map was prepared for the purpose of providing information to the public. It is not intended to be used for any other purpose. The information on this map is for informational purposes only and should not be used for any other purpose. The information on this map is for informational purposes only and should not be used for any other purpose.


PIMA COUNTY
GEOGRAPHIC INFORMATION SYSTEMS
22 North University Avenue - Suite 200
Tucson, Arizona 85724
410/2018



4/10/2018

EXHIBIT "A-2"

Below are the 103 platted Properties under single ownership Pima County will restrict through easements, located in Pima County, and within the Davis-Monthan Air Force Base identified Approach/Departure Corridor and a portion in the Accident Potential Zone. The list below does not include the additional 16.44 acres associated with the roadways included in the plat (also part of Exhibit A)

PARCEL	ACRES	OWNERSHIP	LEGAL
141070380	1.62	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 1
141070390	1.04	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 2
141070400	1.13	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 3
141070410	1.35	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 4
141070420	1.25	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 5
141070430	1.59	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 6
141070440	1.14	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 7
141070450	1.23	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 8
141070460	1.07	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 9
141070470	1.19	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 10
141070480	1.40	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 11
141070490	1.09	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 12
141070500	1.15	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 13
141070510	1.15	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 14
141070520	1.09	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 15
141070530	1.80	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 16
141070540	1.07	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 17
141070550	1.34	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 18
141070560	1.08	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 19

141070570	1.24	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 20
141070580	1.04	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 21
141070590	1.04	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 22
141070600	1.02	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 23
141070610	1.04	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 24
141070620	0.96	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 25
141070630	0.96	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 26
141070640	1.03	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 27
141070650	1.03	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 28
141070660	0.96	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 29
141070670	0.91	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 30
141070680	1.15	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 31
141070690	1.22	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 32
141070700	0.97	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 33
141070710	1.02	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 34
141070720	1.09	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 35
141070730	1.07	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 36
141070740	1.02	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 37
141070750	1.02	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 38
141070760	1.12	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 39
141070770	1.12	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 40
141070780	1.07	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 41
141070790	1.07	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 42
141070800	1.20	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 43
141070810	1.41	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 44

141070820	0.87	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 45
141070830	0.93	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 46
141070840	0.93	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 47
141070850	1.10	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 48
141070860	1.03	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 49
141070870	1.03	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 50
141070880	1.03	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 51
141070890	1.04	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 52
141070900	3.37	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 53
141070910	3.06	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 54
141070920	1.82	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 55
141070930	3.04	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 56
141070940	2.44	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 57
141070950	1.96	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 58
141070960	1.62	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 59
141070970	1.10	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 60
141070980	3.28	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 61
141070990	1.18	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 62
141071000	1.51	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 63
141071010	1.45	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 64
141071020	1.45	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 65
141071030	1.43	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 66
141071040	1.09	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 67
141071050	1.08	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 68
141071060	1.01	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 69

141071070	2.18	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 70
141071080	1.36	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 71
141071090	1.14	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 72
141071100	1.03	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 73
141071110	1.01	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 74
141071120	1.11	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 75
141071130	1.09	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 76
141071140	1.34	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 77
141071150	1.78	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 78
141071160	1.46	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 79
141071170	1.19	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 80
141071180	1.19	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 81
141071190	1.37	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 82
141071200	1.37	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 83
141071210	1.19	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 84
141071220	1.18	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 85
141071230	1.63	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 86
141071240	1.54	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 87
141071250	1.34	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 88
141071260	1.52	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 89
141071270	1.30	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 90
141071280	1.10	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 91
141071290	0.99	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 92
141071300	1.10	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 93
141071310	1.21	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 94

141071320	1.06	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 95
141071330	1.01	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 96
141071340	1.01	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 97
141071350	1.02	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 98
141071360	1.18	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER LOT 99
141071370	1.77	TITLE SECURITY AGENCY TR 201634-S	VP COMMERCE CENTER CA A
141071380	5.71	TITLE SECURITY AGENCY TR 2012	VP COMMERCE CENTER CA B
141071390	3.24	TITLE SECURITY AGENCY TR 2012	VP COMMERCE CENTER CA C

SECTION 17
TOWNSHIP 15 SOUTH
RANGE 15 EAST

EXHIBIT "A-3"



SECTION 17
G&SRM PIMA COUNTY, ARIZONA



PARCEL A

PARCEL B



20019

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: JUL 2020

EXHIBIT "B" To Deed of Easement

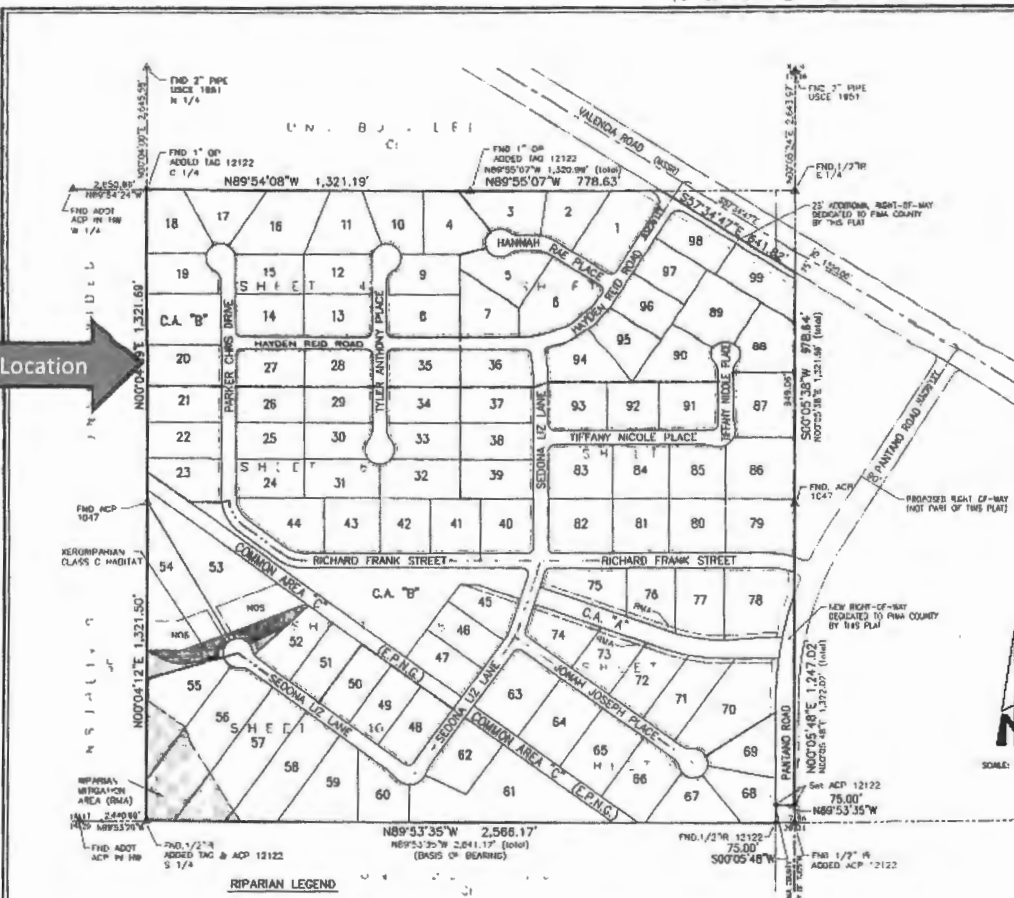
LEASES

Insurgent Airsoft dated _____

EXHIBIT "C"

ANNOTATED COPY

Water System Location



RIPARIAN LEGEND

- RIPARIAN MITIGATION AREA (DMA)
- RIPARIAN CLASS C HABITAT AND RIPARIAN MITIGATION AREA

JAE John A. Evans & Associates
4400 N. Central Highway #1
Tucson, Arizona 85740
480-740-1100

PROJECT OVERVIEW & SHEET INDEX

CURVE TABLES

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE
C1	2.32	2.32	90.00
C2	3.64	3.64	90.00
C3	5.00	5.00	90.00
C4	6.36	6.36	90.00
C5	7.72	7.72	90.00
C6	9.08	9.08	90.00
C7	10.44	10.44	90.00
C8	11.80	11.80	90.00
C9	13.16	13.16	90.00
C10	14.52	14.52	90.00
C11	15.88	15.88	90.00
C12	17.24	17.24	90.00
C13	18.60	18.60	90.00
C14	19.96	19.96	90.00
C15	21.32	21.32	90.00
C16	22.68	22.68	90.00
C17	24.04	24.04	90.00
C18	25.40	25.40	90.00
C19	26.76	26.76	90.00
C20	28.12	28.12	90.00
C21	29.48	29.48	90.00
C22	30.84	30.84	90.00
C23	32.20	32.20	90.00
C24	33.56	33.56	90.00
C25	34.92	34.92	90.00
C26	36.28	36.28	90.00
C27	37.64	37.64	90.00
C28	39.00	39.00	90.00
C29	40.36	40.36	90.00
C30	41.72	41.72	90.00
C31	43.08	43.08	90.00
C32	44.44	44.44	90.00
C33	45.80	45.80	90.00
C34	47.16	47.16	90.00
C35	48.52	48.52	90.00
C36	49.88	49.88	90.00
C37	51.24	51.24	90.00
C38	52.60	52.60	90.00
C39	53.96	53.96	90.00
C40	55.32	55.32	90.00
C41	56.68	56.68	90.00
C42	58.04	58.04	90.00
C43	59.40	59.40	90.00
C44	60.76	60.76	90.00
C45	62.12	62.12	90.00
C46	63.48	63.48	90.00
C47	64.84	64.84	90.00
C48	66.20	66.20	90.00
C49	67.56	67.56	90.00
C50	68.92	68.92	90.00

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE
C51	70.28	70.28	90.00
C52	71.64	71.64	90.00
C53	73.00	73.00	90.00
C54	74.36	74.36	90.00
C55	75.72	75.72	90.00
C56	77.08	77.08	90.00
C57	78.44	78.44	90.00
C58	79.80	79.80	90.00
C59	81.16	81.16	90.00
C60	82.52	82.52	90.00
C61	83.88	83.88	90.00
C62	85.24	85.24	90.00
C63	86.60	86.60	90.00
C64	87.96	87.96	90.00
C65	89.32	89.32	90.00
C66	90.68	90.68	90.00
C67	92.04	92.04	90.00
C68	93.40	93.40	90.00
C69	94.76	94.76	90.00
C70	96.12	96.12	90.00
C71	97.48	97.48	90.00
C72	98.84	98.84	90.00
C73	100.20	100.20	90.00
C74	101.56	101.56	90.00
C75	102.92	102.92	90.00
C76	104.28	104.28	90.00
C77	105.64	105.64	90.00
C78	107.00	107.00	90.00
C79	108.36	108.36	90.00
C80	109.72	109.72	90.00
C81	111.08	111.08	90.00
C82	112.44	112.44	90.00
C83	113.80	113.80	90.00
C84	115.16	115.16	90.00
C85	116.52	116.52	90.00
C86	117.88	117.88	90.00
C87	119.24	119.24	90.00
C88	120.60	120.60	90.00
C89	121.96	121.96	90.00
C90	123.32	123.32	90.00
C91	124.68	124.68	90.00
C92	126.04	126.04	90.00
C93	127.40	127.40	90.00
C94	128.76	128.76	90.00
C95	130.12	130.12	90.00
C96	131.48	131.48	90.00
C97	132.84	132.84	90.00
C98	134.20	134.20	90.00
C99	135.56	135.56	90.00
C100	136.92	136.92	90.00
C101	138.28	138.28	90.00
C102	139.64	139.64	90.00
C103	141.00	141.00	90.00



FINAL PLAT
VP COMMERCE CENTER
LOTS 1 THROUGH 98 AND
COMMON AREA "A" (PRIVATE DRAINAGE) &
COMMON AREA "B" (PRIVATE DRAINAGE) &
RIPARIAN MITIGATION AREA
COMMON AREA "C" (OPEN SPACE)
SOUTHEAST 1/4 OF SECTION 17, T 10-S, R 15-E
GILBERT, PIMA COUNTY, ARIZONA