

COB - BOSAIR FORM

03/18/2026 3:09 PM (MST)

Submitted by Lupe.Fimbres@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO RPS PO2600007065

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 04/07/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Pima County Flood Control District

Project Title / Description: Acquisition Agreement for Fee Title and Drainage Easement

Purpose: In 1987, Pima County adopted the Star Valley Specific Plan as a planned development. A traffic study completed on December 12, 2021 identified the need for off-site improvements, including additional travel lanes at the Valencia Road and Camino Verde Road intersection, requiring right-of-way from the Pima County Flood Control District ("District"). On August 13, 2024, the County entered into a Development Agreement (CT2400000015) with GAC Star Valley LLC ("Developer"), under which the County agreed to acquire necessary fee title and easement property interests from the District and the Arizona State Land Department ("ASLD"), with reimbursement from the Developer. The County has acquired, and Developer has paid for, the required ASLD right-of-way interests. Approval of the District acquisition will complete the County's obligations under the Development Agreement. County will pay \$13,200.00 to District for the fee title and easement property, to be reimbursed by Developer per section 2 of the Development Agreement. (RPS file: Sale-0127)

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Secure the necessary off-site right-of-way and drainage easement interests to enable construction of intersection improvements at Valencia Road and Camino Verde Road as identified in the Traffic Impact Study and contemplated by the Star Valley Specific Plan and Development Agreement.
TO: COB, 3/25/26 (1)
VERSION: 0
PAGES: 17

MAR25'26AM0842PO

Public Benefit and Impact: Approval enables delivery of planned roadway and drainage improvements that support public safety, mobility, and efficient traffic operations at a key intersection serving the Star Valley area. Consistent with the Development Agreement, the Developer reimburses the County for acquisition-related costs, minimizing fiscal impact to the County.

Budget Pillar • Critical infrastructure & economic growth

Support of Prosperity Initiative: • 8. Prioritize Transportation Options to Connect Disadvantaged Communities to Jobs and Resources

Provide information that explains how this activity supports the selected Prosperity Initiatives This acquisition advances transportation infrastructure improvements at the Valencia Road and Camino Verde intersection, enhancing roadway capacity, safety, and connectivity.

Metrics Available to Measure Performance: The Pima County Flood Control District will collect \$13,200.00 from Pima County. Pima County will be reimbursed by GAC Star Valley LLC.

Retroactive: NO

Contract / Award Information

Record Number: PO RPS PO2600007065

Document Type: PO

Department Code: RPS

Contract Number: PO2600007065

Commencement Date: 04/07/2026

Termination Date: 05/07/2026

Total Expense Amount:

\$13,200.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: Transportation-ROW Real Property

Funding from General Fund? NO

Contract is fully or partially funded with Federal Funds? NO

Were insurance or indemnity clauses modified? NO

Vendor is using a Social Security Number?

NO

Department: Real Property Services

Name: George Andros

Telephone: (520) 724-6308

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  George Cardieri Date: 3/19/26

Deputy County Administrator Signature:  Date: 3/20/26

County Administrator Signature: _____ Date: 3/20/26



**ACQUISITION AGREEMENT
FOR
FEE TITLE AND DRAINAGE EASEMENT**

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: Pima County Flood Control District, a political taxing authority of the State of Arizona

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

1.3. Purchase Price: the sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00)

1.4. Effective Date: the date when all the Parties have signed this Agreement.

1.5. Fee Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Fee Property, if any.

1.6. Drainage Easement Area: the area within the parcel of real property described in **Exhibit B** and depicted in **Exhibit B-1**.

1.7. Seller's Address: Director, Pima County Flood Control District, 201 N Stone Ave, 9th Flr, Tucson, AZ 85701-1207; E-mail: eric.shepp@pima.gov

1.8. Buyer's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: george.cardieri@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Seller and Buyer,
{91459 / 01077837 / v3}

and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Purchase of Fee Property; Drainage Easement; Right of Entry; Driveways.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Fee Property;

3.2. A Drainage Easement, in, on, over, under, across and through the Drainage Easement Area;

3.3. The right for Buyer, its agents and contractors, to enter upon the Fee Property and the Drainage Easement Area (the "**ROE**") prior to closing to inspect and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of its property;

3.4. The right, if necessary, to adjust driveway grades on the Fee Property and the Drainage Easement Area as applicable to match the grade of County improvements.

4. **Closing.**

4.1. Closing Date. If this Agreement is accepted by the Parties, closing pursuant to this Agreement shall be completed by Pima County Real Property Services staff after completing the 30-day publication notice period by recording the Quitclaim Deeds at the Pima County Recorder's Office, Pima County, Arizona.

4.2. Deliveries by Buyer at Closing. Buyer shall deliver to Seller the following:

4.2.1. The Purchase Price, which will be paid in full to the Pima County Treasurer by check; and

4.2.2. Such additional documents as may reasonably be required to effectuate the purchase.

4.3. Deliveries by Seller at Closing. Seller shall deliver to Buyer the following:

4.3.1. An executed Warranty Deed in the form of **Exhibit C**, conveying fee simple title to the Fee Property;

4.3.2. An Easement in the form of **Exhibit D**, granting Buyer a Drainage Easement in, on, over, under, across and through the Drainage Easement Area;

4.3.3. Such additional documents as Buyer or Escrow Agent may reasonably require to effectuate the Purchase.

5. **Seller's Covenants.**

5.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Seller represents that as of closing there will be no personal property located on the Fee Property.

5.2. No Salvage. Seller shall not salvage or remove any fixtures, improvements, or vegetation from the Fee Property, but this does not prohibit Seller from removing personal property prior to the Closing. In addition, prior to Closing, the Fee Property will not be materially degraded or otherwise materially changed in any aspect by Seller.

5.3. Risk of Loss for Damage to Improvements. Seller bears the risk of loss or damage to the Fee Property prior to Closing. After Closing, the risk of loss or damage to the Fee Property rests with Buyer.

5.4. Government Approvals. Seller shall obtain all government approvals required to close the sale of the Fee Property, if any.

5.5. Use of Fee Property by Seller. Seller shall, prior to the Closing, use the Fee Property on a basis substantially comparable to Seller's historical use thereof. Seller shall maintain the Fee Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be released before the Closing.

5.6. No Encumbrances. Seller shall not encumber the Fee Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Fee Property before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Fee Property. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

5.7. Reports. Seller shall make available to Buyer 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.

6. **Environmental.**

6.1. Environmental Representations. Buyer 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 Fee Property, 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 Fee Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Fee Property; that the Fee Property 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 Fee Property.

6.2. Environmental Inspection Rights.

6.2.1. From and after the Effective Date, Seller shall permit Buyer to conduct such inspections of the Fee Property as the Buyer deems necessary to determine the environmental condition of the Fee Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of Buyer, but not later than an additional one hundred eighty (180) day extension.

6.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "**Objection Notice**"). If Buyer sends an Objection Notice, Seller may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "**Cure Notice**"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

7. **Broker's Commission.** No broker or finder has been used and Buyer 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.

8. **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 performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitration violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

9. **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>	Description of Fee Property
<u>Exhibit A-1</u>	Depiction Showing Fee Property
<u>Exhibit B</u>	Drainage Easement Area
<u>Exhibit B-1</u>	Depiction of Drainage Easement Area
<u>Exhibit C</u>	Form of Deed for Fee Property
<u>Exhibit D</u>	Form of Drainage Easement

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

10.1. Notices.

10.1.1. *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 Buyer's address.

10.1.2. *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.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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.

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

10.10. 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.

10.11. Amendment. This Agreement may be amended or modified only in a

writing signed by the Parties, which specifically references this Agreement.

10.12. 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.

10.13. 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.

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

10.15. 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 Buyer 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:

PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing authority of the State of Arizona:

Jennifer Allen, Chair, Board of Directors


Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

RECOMMENDATIONS FOR APPROVAL:



Eric Shepp, Director, Pima County Flood Control District

 **3/11/2024**

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



James Morrow, Deputy County Attorney

BUYER'S APPROVAL AND ACCEPTANCE:

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

Jennifer Allen, Chair, Board of Supervisors

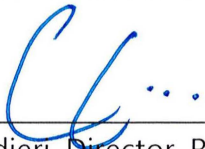
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

RECOMMENDATIONS FOR APPROVAL:



George Cardieri, Director, Real Property Services

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



James Morrow, Deputy County Attorney

RPS SALE-0127

**EXHIBIT A
LEGAL DESCRIPTION**

A portion of Lot 121 as described in Seq. 20131200526 and being a portion of the southeast one-quarter of Section 10, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of the southeast one-quarter of said Section 10, monumented by a 2" brass cap survey monument in casting, from which the northwest corner of said southeast one-quarter corner bears N 00°02'57" W (basis of bearing) a distance of 2645.71 feet as monumented by a MAG nail in pavement stamped "Pima County Survey";

THENCE upon the west line of said southeast one-quarter, N 00°02'57" W a distance of 75.00 feet to the northerly right-of-way line of Valencia Road as recorded in Book 8 of Road Maps, Page 88, records of said Pima County;

THENCE upon said northerly right-of-way line, N 89°47'35" E a distance of 40.00 feet to the easterly right-of-way line of Camino Verde as recorded in Book 6 of Road Maps, Page 90, records of said Pima County and the **POINT OF BEGINNING**;

THENCE upon said easterly right-of-way line, N 00°02'57" W a distance of 586.40 feet to a point on the north line of that parcel described in Sequence No. 20131200526, records of Pima County;

THENCE upon the north line of said parcel N 89°48'57" E a distance of 20.00 feet;

THENCE S 00°02'57" E parallel with and 60.00 feet easterly from the west line of the southeast one-quarter of said Section 10, a distance of 561.32 feet to the beginning of a tangent curve, concave northeasterly;

THENCE southeasterly upon the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 90°09'28", for an arc length of 39.34 feet to a point of cusp on the northerly right-of-way line of said Valencia Road;

THENCE along said north right-of-way line South 89°47'35" West a distance of 45.07 feet to the **POINT OF BEGINNING**.

The described parcel contains an area of 0.27 acres, more or less.

See Depiction of Exhibit "A" attached hereto and made a part hereof.

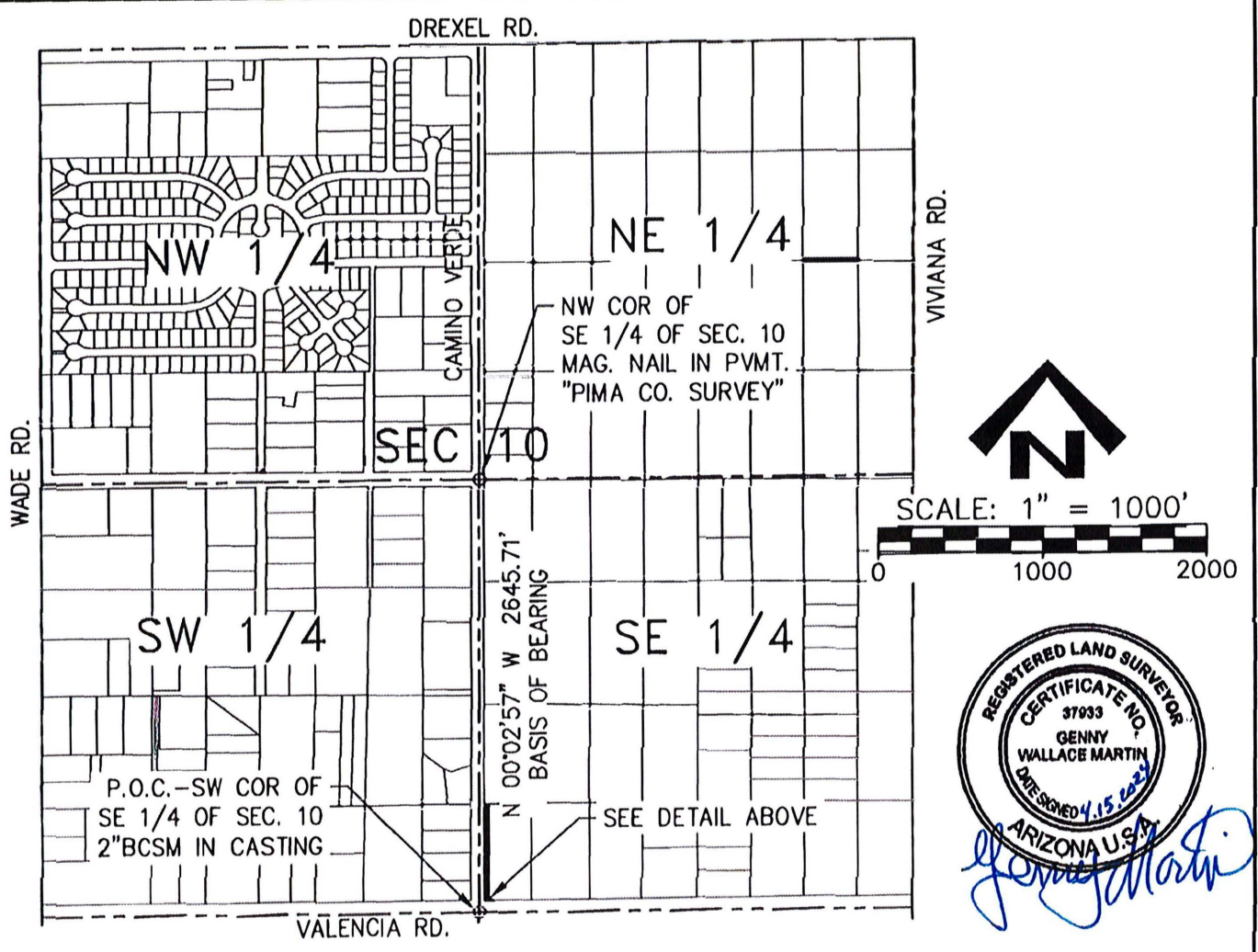
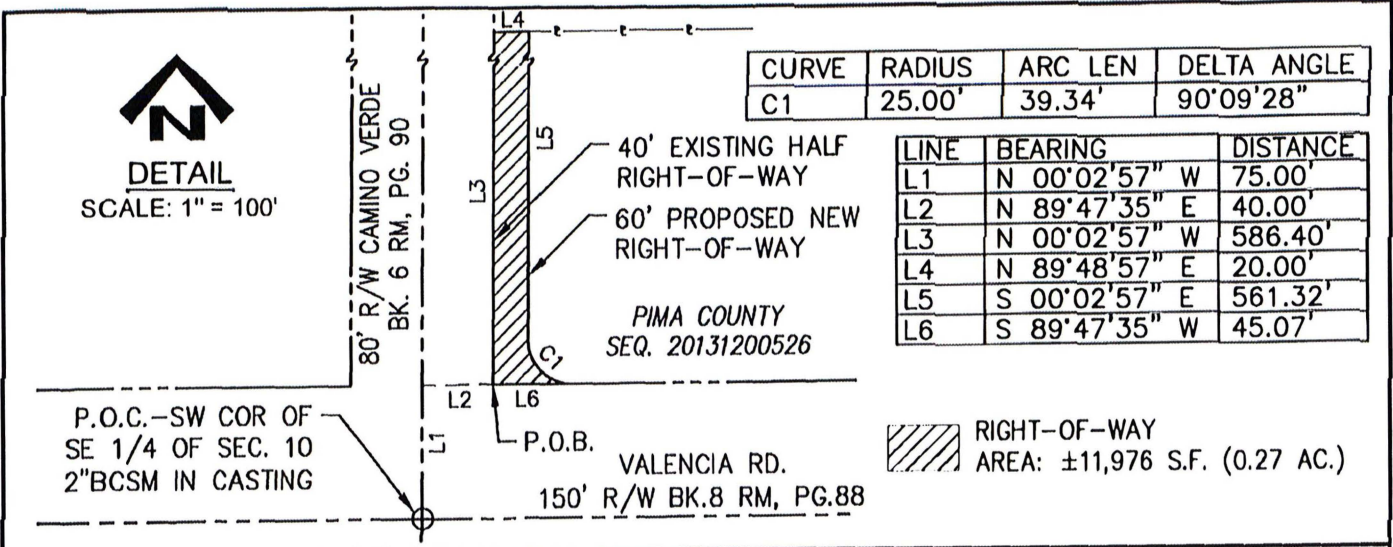
Prepared By:
Psomas

Project No. 7SVD190103
April 15, 2024



Genny Wallace Martin, AZ. R.L.S. 37933

EXHIBIT A-1



REGISTERED LAND SURVEYOR
CERTIFICATE NO. 37933
GENNY WALLACE MARTIN
DESIGNED 4.15.2024
ARIZONA U.S.A.
Genny Martin

DEPICTION OF EXHIBIT "A"
RIGHT-OF-WAY

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300
www.psomas.com

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10,
T-15-S, R-12-E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY,
ARIZONA; EXCLUDING THE NORTH 75.00 FEET THEREOF.

DATE: APRIL, 2024 • DRAWN BY: GM

PAGE 2 OF 2

I:\75VD190103\SURVEY\LEGAS\OFF SITE LEGAS JULY 2023\PIMA COUNTY R_W EXHIBIT.DWG 8.5x11 Portrait Last Saved: 9/29/2023 By: Genny Martin Plotted: 4/15/2024 8:58:01 AM

**EXHIBIT B
LEGAL DESCRIPTION**

A portion Lot 121 as described in Seq. 20131200526 and being a portion of the southeast one-quarter of Section 10, Township 15 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the southwest corner of the southeast one-quarter of said Section 10, monumented by a 2" brass cap survey monument in casting, from which the northwest corner of said southeast one-quarter corner bears N 00°02'57" W (basis of bearings) a distance of 2645.71 feet as monumented by a MAG nail in pavement stamped "Pima County Survey";

THENCE upon the west line of said southeast one-quarter, N 00°02'57" W a distance of 250.22 feet;

THENCE N 89°57'03" E a distance of 60.00 feet to a line lying 60.00 feet east of and parallel with the west line of the southeast one-quarter of said Section 10 and the **POINT OF BEGINNING**;

THENCE upon said parallel line, N 00°02'57" W a distance of 300.00 feet;

THENCE N 89°57'03" E a distance of 20.00 feet to a line lying 80.00 feet east of and parallel with the west line of the southeast one-quarter of said Section 10;

THENCE upon said parallel line S 00°02'57" E a distance of 300.00 feet;

THENCE South 89°57'03" West a distance of 20.00 feet to the **POINT OF BEGINNING**.

The described easement contains an area of 6,000 square feet (0.14 acres,) more or less.

See Depiction of Exhibit "B" attached hereto and made a part hereof.

Prepared By:
Psomas



Genny Wallace Martin, AZ. R.L.S. 37933

Project No. 7SVD190103
April 15, 2024

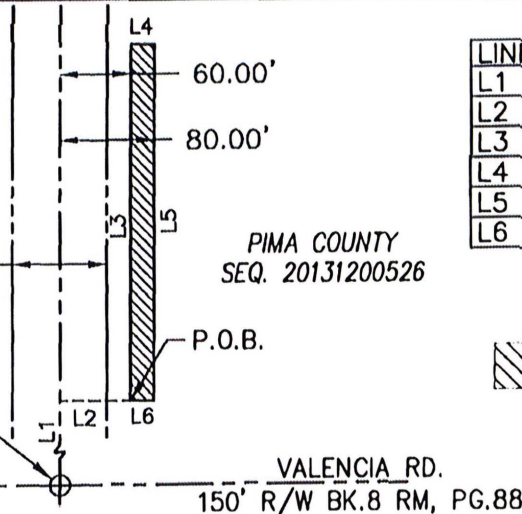
EXHIBIT B-1



DETAIL
SCALE: 1" = 150'

80' R/W
CAMINO VERDE
BK. 6 RM, PG. 90

P.O.C.—SW COR OF
SE 1/4 OF SEC. 10
2"BCSM IN CASTING

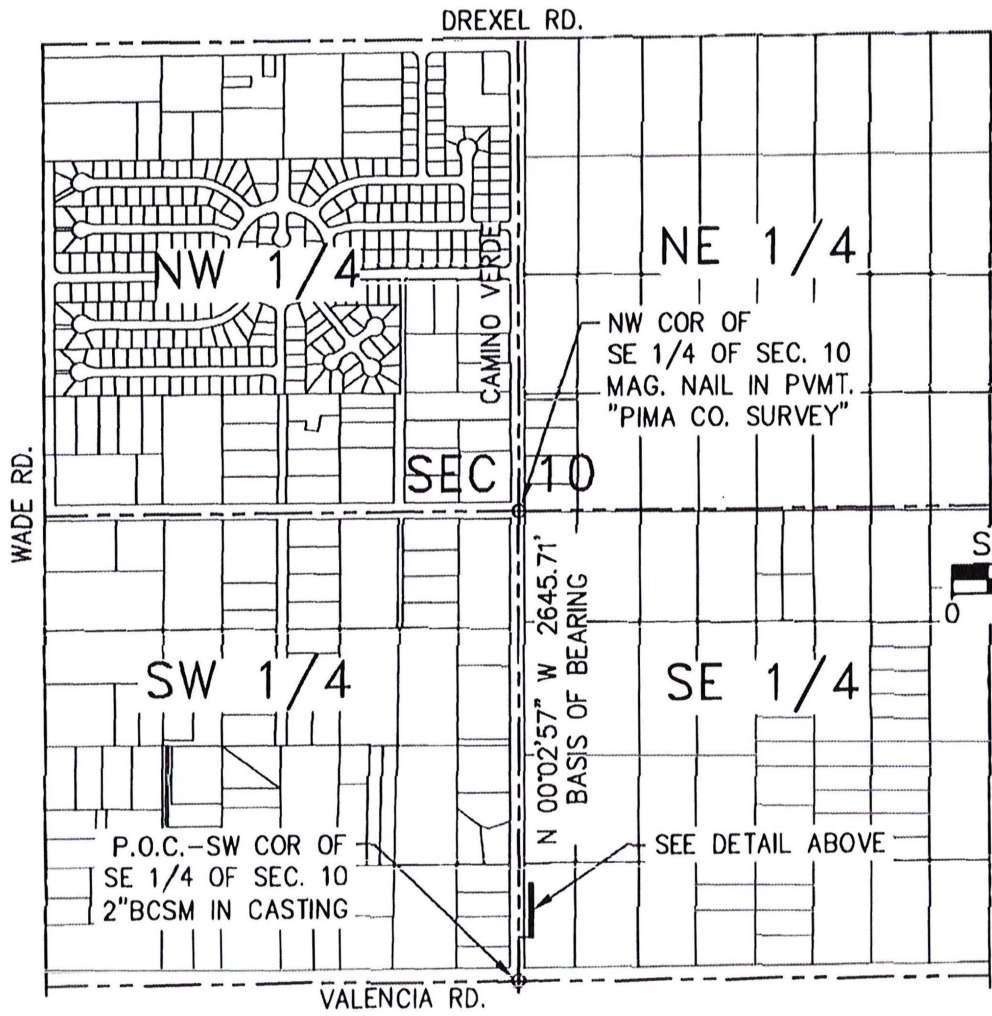


LINE	BEARING	DISTANCE
L1	N 00°02'57" W	250.22'
L2	N 89°57'03" E	60.00'
L3	N 00°02'57" W	300.00'
L4	N 89°57'03" E	20.00'
L5	S 00°02'57" E	300.00'
L6	S 89°57'03" W	20.00'

DRAINAGE EASEMENT
AREA: ±6,000 S.F. (0.14 AC.)

VALENCIA RD.
150' R/W BK.8 RM, PG.88

T:\7SVD190103\Survey\Legals\Off Site Legals July 2023\PIMA COUNTY DRNG EXHIBIT.dwg 8.5x11 Portrait Last Saved: 4/15/2024 By: Genny.martin Plotted: 4/15/2024 9:27:10 AM



VIVIANA RD.



SCALE: 1" = 1000'



**DEPICTION OF EXHIBIT "B"
DRAINAGE EASEMENT**

A PORTION OF THE SOUTHEAST ONE-QUARTER OF
SECTION 10, T-15-S, R-12-E, GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA.

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300
www.psomas.com

7SVD190103

DATE: APRIL, 2024 • DRAWN BY: GM

PAGE 2 OF 2

EXHIBIT C

QUITCLAIM DEED

For valuable consideration, Pima County Flood Control District, a political taxing authority of the State of Arizona, (Grantor), hereby quitclaims to Pima County, a political subdivision of the State of Arizona, (Grantee), all its rights, title and interest in the following described property situate in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

SEE ATTACHED **EXHIBIT "A"** LEGAL DESCRIPTION AND **EXHIBIT "A-1"** DEPICTION

Dated this ____ day of _____, 2026.

GRANTOR: Pima County Flood Control District, a political taxing authority of the State of Arizona

George Cardieri, Director, Real Property Services

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2026, by George Cardieri, Director of Pima County Real Property Services.

Notary Public

(Seal)

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors Approval: 03/24/2026	
Agent: GA	File #: Sale-0127	Contract #	S/T/R: 10/15S/12E

EXHIBIT D (Page 1 of 3)

DRAINAGE EASEMENT

For valuable consideration the Pima County Flood Control District, a political taxing authority of the State of Arizona ("District", or "Grantor") does hereby grant to Pima County, a political subdivision of the State of Arizona ("County", or "Grantee"), a perpetual easement for the construction and maintenance of drainage improvements over, under and across the property described on the attached **Exhibit A and depicted on the attached Exhibit A-1**(the Property).

County shall have the right to construct, maintain, repair and replace improvements within the Property and to enter upon the Property for the purpose of maintaining the easement and any of its improvements located thereon.

Nothing in this easement shall be construed to prevent District from abandoning, altering, improving, repairing or maintaining District facilities on the Property. "District Facilities" shall mean any physical object or improvement owned, possessed, made installed or constructed by District or others at the request of District, it shall include, without limitation, all highway, transportation, flood control, park, wastewater or other facilities of District or County.

County shall have a non-exclusive right to install and maintain its facilities on the Property. In addition to any routine maintenance, the County agrees to perform any maintenance of the improvement upon written request by the District. County's facilities shall be installed so as not to interfere with the reasonable use of the Property. If County's facilities within the Property must be removed or relocated for any public purpose, the cost of such relocation or removal shall be at the County's sole expense.

This Easement shall not be effective for any purpose until the acceptance of County is endorsed herein in writing.

{SIGNATURE PAGES FOLLOW}

EXHIBIT D (Page 2 of 3)

Executed and delivered this ____ day of _____, 2026.

GRANTOR: Pima County Flood Control District, a political taxing authority of the State of Arizona

By: _____
George Cardieri, Director, Pima County Real Property Services

Approved as to Content:

By: _____
Eric Shepp, P.E., Director, Pima County Flood Control District

STATE OF ARIZONA)

) ss

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by George Cardieri, Director, Pima County Real Property Services.

Notary Public

My Commission Expires:

S/T/R: 15/13S/13E			
Agent: GA	File #: Sale-0127	Contract #	P [] De [] Do [] E [X]

EXHIBIT D (Page 3 of 3)

GRANTEE: Pima County, a political subdivision of the State of Arizona

By: _____
George Cardieri, Director, Pima County Real Property Services

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by George Cardieri, Director, Pima County Real Property Services.

Notary Public

My Commission Expires:

S/T/R: 15/13S/13E			
Agent: GA	File #: Sale-0127	Contract #	P [] De [] Do [] E [X]

EASEMENT-Drainage(way)