



ACQUISITION SCIENCES, LTD.
1990 West Camelback Road, Suite 207
Phoenix, AZ 85015
(520) 405-7067 *Office*

May 03, 2023,

TRANSMITTED CERTIFIED MAIL

ADDRESS: AMPHITHEATER SCHOOL DISTRICT NO 10
Attn: Michelle Tong
701 W WETMORE RD
TUCSON AZ85705-1547

RE: Project: Roger Road – Romero Road to Oracle Road- Prop 407 - D144
Site Address: 1001 W. Roger Rd.
Parcel: 106-06-003C

Dear Ms. Tong,

The City of Tucson "City" is planning to construct a public improvement project known as Romero Road to Oracle Road Prop 407-D144 (the "Project"). A booklet entitled "Improving Our Public Places" is enclosed explaining the City of Tucson's program for acquiring property for public improvements.

Our research indicates that you are the current owner of the property located at 1001 W. Roger Rd. Tucson AZ, identified by County Assessor as Parcel Number(s): 106-06-003C. Acquisition of a 5,783 square foot pedestrian easement is needed for the Project.

Acquisition Sciences, Ltd. (ASL) is a consultant for the City and I am an acquisition agent for ASL. On behalf of the City of Tucson, enclosed with this letter are both a Purchase Agreement and a Summary Statement of Just Compensation for the proposed acquisition. Collectively, these documents constitute the City's offer to purchase the defined real property interests for the total sum of **\$25,215.00**. The offer amount is based on the enclosed market analysis.

If after reviewing the enclosed documents you need to discuss this offer or the acquisition process further, I am available to address your questions. If you find the offer is acceptable, the following documentation will be required:

- one (1) original signed Purchase Agreements,
- one (1) original signed Summary Statements as attachments to the Agreements,
- one (1) original signed/notarized Pedestrian Easement

AMPHI LEGAL

4MAY'23PM1:11

Please return the above documentation to the address listed below or I can pick them up when ready.

Acquisition Sciences Ltd.
5181 N. Gerhart Rd.
Tucson, Arizona 85745

We are committed to keeping you as well informed and involved in the process as possible. We appreciate your cooperation in this matter and look forward to this opportunity to improve your neighborhood. If you have any questions, please contact me at (520) 405-7067. You may also reach me at my email address: Genac@ACQSL.com.

Sincerely,

Gena Cox-Dorman

Gena Cox-Dorman

Right of Way Agent on behalf of the City of Tucson

Attachments: Purchase Agreement with Summary Statement, Pedestrian Easement, Establishment of Just Compensation, and Improving Our Public Places Booklet.

PURCHASE AGREEMENT

AGREEMENT between AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION, Seller, hereinafter referred to as **Grantor**, and the CITY OF TUCSON, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, easement(s) in, on, over, under, across and through to the following described real property (the "Acquisition Area(s)"):

see attached legal description, Exhibit "A"

together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee for the public improvement known as: Roger Road: Romero Road to Oracle Road Prop 407-D144

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTERESTS TO BE ACQUIRED	SqFt	Acquisition Area Value
Pedestrian Easement	5,783	5,783 sq.ft. x \$4.84 x 90% = \$25,214.02
TOTAL VALUE OF RIGHTS ACQUIRED		\$25,214.02
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$25,215.00

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all documents necessary to convey the above referenced real property interests to Grantee, free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee, the pedestrian easement shall be established substantially as shown in the form attached hereto as Exhibit "C".

No Sale or Encumbrance: The Grantor shall not sell or encumber the Acquisition Area prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Grantee; or within 30 days of receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

Security Interest: Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area.

No Leases: Grantor warrants that there are no oral or written leases on all or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantor.

Sale in Lieu of Condemnation: The sum paid by Grantee represents full and complete payment due Grantor, including but not limited to any and all severance damages as to any remaining property owned by Grantor. Grantor herein acknowledges the sale of real property to the Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Grantor shall permit the Grantee to conduct such inspections of the Acquisition Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: If any environmental inspection reveals the presence of contamination or the need to conduct any environmental clean-up, the Grantor shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Grantor's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Grantor's property.

Possession: The Grantor hereby grants to the Grantee, its agents and assignees, a Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the City Manager within 90 days of the Grantor's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording of the documents conveying the Acquisition Area.

Risk of Loss: The Grantor shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

No Salvage: The Grantor shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Grantee. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay all brokerage or finders fees to any agent employed.

Conflict of Interest: This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the Grantee for certain conflicts of interest.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This agreement contains the entire agreement between the Grantor and Grantee. All understandings, conversations and communications, oral or written, between Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

Relocation Benefits: The Grantee acknowledges that the Grantor may be entitled to relocation benefits pursuant to A.R.S. § 11-961 et seq.

Binding Effect: This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Grantee represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and

authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Grantor represents and warrants that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder.

This sale is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Grantee and delivered to the Grantor within ten (10) business days following the date of acceptance.

Grantor accepted this _____ day of _____, 2023.

AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION,

BY: _____

AS: _____

[Rest of Page Intentionally Left Blank]

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this _____ day of _____, 2023.

CITY OF TUCSON, a municipal corporation

Timothy Thomure, P.E., ENV SP
Deputy City Manager

Approved as to Form:

Damian Fellows,
Principal Assistant City Attorney

Approved as to Form:

Samuel A. Credio, P.E., MBA, CPM
Director, Department of Transportation & Mobility

Concurrence:

John A. Cahill, Administrator,
Real Estate Division

December 9, 2022
Psomas #7TUS180102

EXHIBIT A

**LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT (PAE 6)**

All that portion of the parcel as recorded in Docket 7677 on Page 1058 in the office of the Pima County Recorder, Pima County, Arizona, located in the northwest one-quarter of Section 26, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

COMMENCING at the northwest corner of said Section 26, monumented by a 2" brass disk in handhole, from which the north one-quarter corner of said Section 26, monumented by a 2" brass disk, bears S 89°45'37" E (basis of bearing) a distance of 2588.97' feet;

THENCE upon the north line of the northwest one-quarter of said Section 26, S 89°45'37" E a distance of 1758.52 feet;

THENCE S 00°14'23" W a distance of 29.85 feet to the **POINT OF BEGINNING**, being the south Right-of-Way line of Roger Road per Road Proceeding No. 141 in Book 1 of Road Maps on Page 117 and northwest corner of said parcel;

THENCE upon said south Right-of-Way line, S 89°44'34" E a distance of 480.75 feet to the northeast corner of said parcel;

THENCE upon the east line of said parcel, S 00°24'23" E a distance of 15.00 feet;

THENCE N 71°18'28" W a distance of 9.49 feet;

THENCE N 89°44'34" W a distance of 471.83 feet to the west line of said parcel;

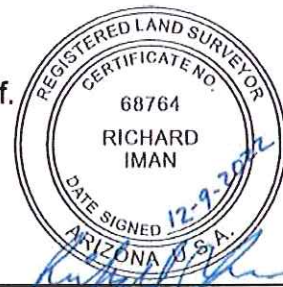
THENCE upon said west line, N 00°12'52" W a distance of 12.00 feet to the **POINT OF BEGINNING**.

Said parcel containing an area of 5,783 square feet more or less.

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

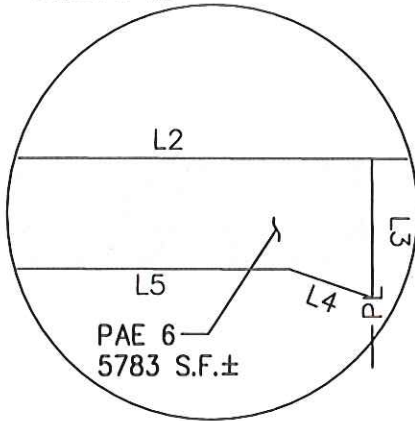
Prepared By:

Psomas

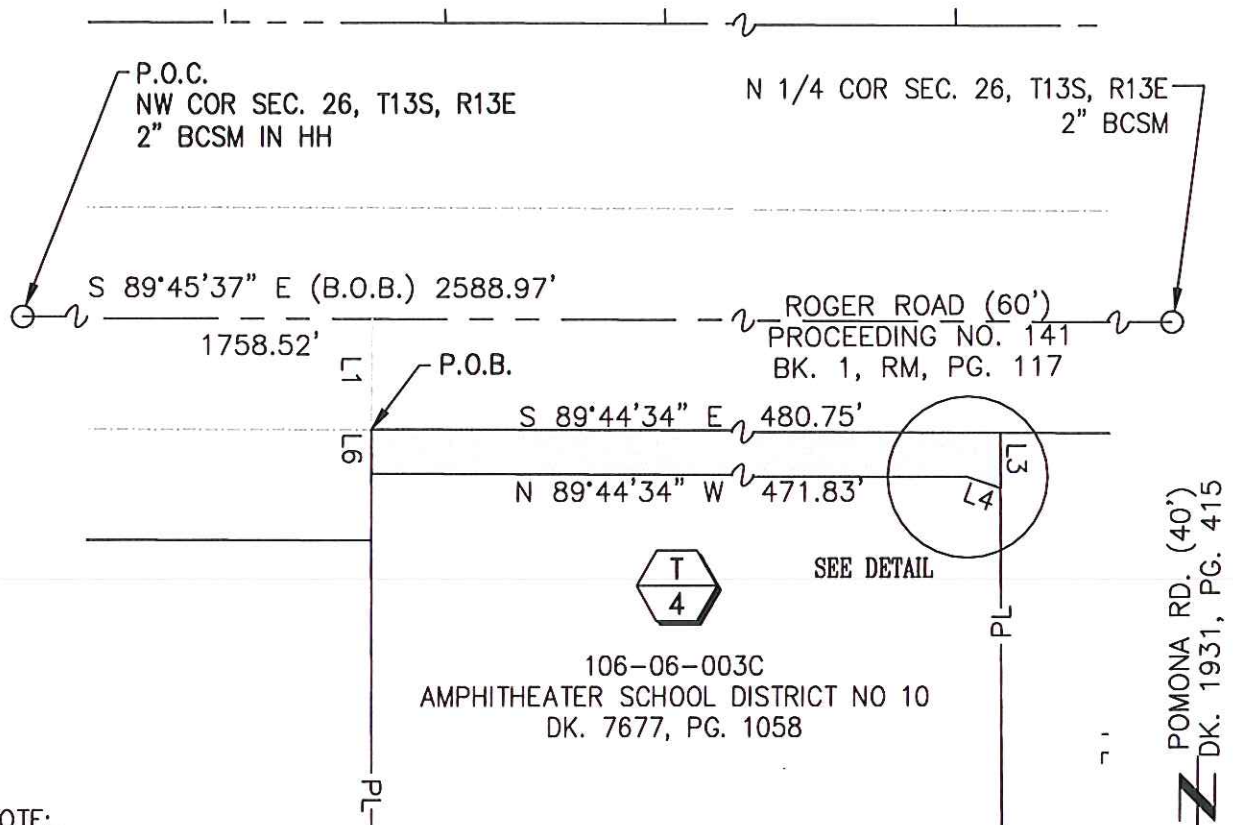


Richard Iman, AZ. R.L.S. 68764

DETAIL
SCALE: 1"=20'



LINE	BEARING	DISTANCE
L1	S 00°14'23" W	29.85'
L2	S 89°44'34" E	480.75'
L3	S 00°24'23" E	15.00'
L4	N 71°18'28" W	9.49'
L5	N 89°44'34" W	471.83'
L6	N 00°12'52" W	12.00'



KEYNOTE:



PARCEL I.D. PER
PLAN NO. U-2019-015

SEC 26, T13S, R13E

Drawn: RJL, DEC., 2022

Scale: 1"=50'

PEDESTRIAN ACCESS
EASEMENT (PAE 6)
TO BE ACQUIRED
ROGER ROAD

City of Tucson, Arizona
ENGINEERING DIVISION



DEPICTION OF EXHIBIT A

Exhibit "B"

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter dated May 03, 2023, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1001 W. Roger Rd. Tucson Arizona

APN: 106-06-003C

Property of: AMPHITHEATER SCHOOL DISTRICT NO. 10

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation and is the result of market analysis. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTERESTS TO BE ACQUIRED	SqFt	Acquisition Area Value
Pedestrian Easement	5,783	5,783 sq.ft. x \$4.84 x 90% = \$25,214.02
TOTAL VALUE OF RIGHTS ACQUIRED		\$25,214.02
TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)		\$25,215.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: _____ OWNER SIGNATURE: _____

Exhibit "C"

GRANT OF EASEMENT

For valuable consideration, **AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION**, Grantor(s), do hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit "A"

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with the Romero Road to Oracle Road Prop 407-D144_improvement project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this _____ day of _____, 2023.

BY: _____

AS: _____

[Notary Certification to Follow]

ESTABLISHMENT OF JUST COMPENSATION

Project: Roger Road – Romero Road to Oracle Road- Prop -407 - D14+ Parcel 106-06-003C
 Address: 1001 W. Roger Rd. Owner: Amphitheater School District
 Township/Range/Section: T13S, R13E, Sec.26 Date Prepared: 03/20/23

ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	5,783	Type of Interest: Easement
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PROPOSED OFFER:	Unit Value	Sq. Ft.	% of Rights	Total
Easement	\$4.84	5,783	90%	\$25,214.02
Just Compensation				\$25,214.02
Just Compensation (Rounded):				\$25,215.00

The proposed acquisition is for a pedestiran easement only. *A.D. 4.02-1 I(E) waived*

PROPOSED BY: *Gena Cox-Dorman* 3/20/2023
 Gena Cox-Dorman Acquisition Agent Date
 Acquisition Sciences, Ltd.

CONCURRENCE: *[Signature]* 4.18.2023
 John Cahill, Real Estate Administrator Date
 City of Tucson

ESTABLISHMENT OF JUST COMPENSATION

MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Roger Road -- Romero Road to Oracle Road- Prop 407 - D144 Parcel: 106-06-003C
Address: 1001 W. Roger Rd. Owner: Amphitheater School District
Township/Range/Section: T13S, R13E, Sec.26 Date Prepared: 03/20/23

Comparable	Tax Parcel No.	Date of Sale	Sales Price	Lot Size (SF)	Price Per SF	Zoning	Location	Use	Adjustment	Adjusted Value
1	205-64-063A	6/2021	\$66,000.00	21,800	\$3.03	MH1	11370 E. Old Vail Rd.	Vacant	0%	\$3.03
2	105-10-2670	3/2021	\$250,000.00	73,486	\$3.40	MH1	831 E. Limberlost Dr.	Vacant	0%	\$3.40
3	110-06-0210	12/2021	\$195,000.00	39,204	\$4.97	MH1	3114 N. Alvernon Way	Vacant	0%	\$4.97
4	140-25-3200	8/2021	\$57,500.00	7,207	\$7.98	MH	5961 S. Nelco Place	Vacant	0%	\$7.98
Subject	106-06-003C			41,800		MH1	1001 W. Roger Rd.	MH1		\$4.84

NOTE: The above sales data was obtained from sources such as Multiple Listing Service, etc. and may not have been independently confirmed.

COMMENTS The proposed acquisition is for a pedestrian easement only.

GRANT OF EASEMENT

For valuable consideration, **AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION**, Grantor(s), do hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

See Attached Exhibit "A"

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with the Romero Road to Oracle Road Prop 407-D144 improvement project.

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this _____ day of _____, 2023.

By: _____

As: _____

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of **Amphitheater School District No. 10, who acquired title as, Amphitheater Public District No. 10, an Arizona corporation**, who acknowledged they executed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purpose therein stated.

Notary Public

December 9, 2022
Psomas #7TUS180102

EXHIBIT A

**LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT (PAE 6)**

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COMMENCING at the northwest corner of said Section 26, monumented by a 2" brass disk in handhole, from which the north one-quarter corner of said Section 26, monumented by a 2" brass disk, bears S 89°45'37" E (basis of bearing) a distance of 2588.97' feet;

THENCE upon the north line of the northwest one-quarter of said Section 26, S 89°45'37" E a distance of 1758.52 feet;

THENCE S 00°14'23" W a distance of 29.85 feet to the **POINT OF BEGINNING**, being the south Right-of-Way line of Roger Road per Road Proceeding No. 141 in Book 1 of Road Maps on Page 117 and northwest corner of said parcel;

THENCE upon said south Right-of-Way line, S 89°44'34" E a distance of 480.75 feet to the northeast corner of said parcel;

THENCE upon the east line of said parcel, S 00°24'23" E a distance of 15.00 feet;

THENCE N 71°18'28" W a distance of 9.49 feet;

THENCE N 89°44'34" W a distance of 471.83 feet to the west line of said parcel;

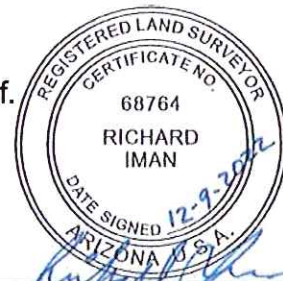
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Said parcel containing an area of 5,783 square feet more or less.

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

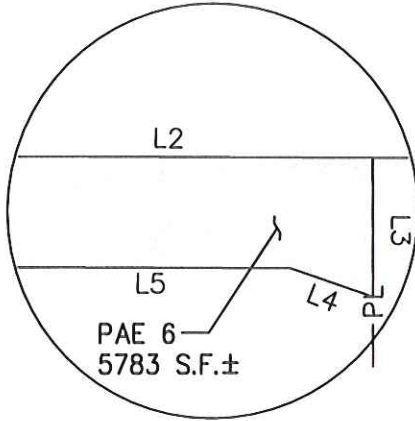
Prepared By:

Psomas

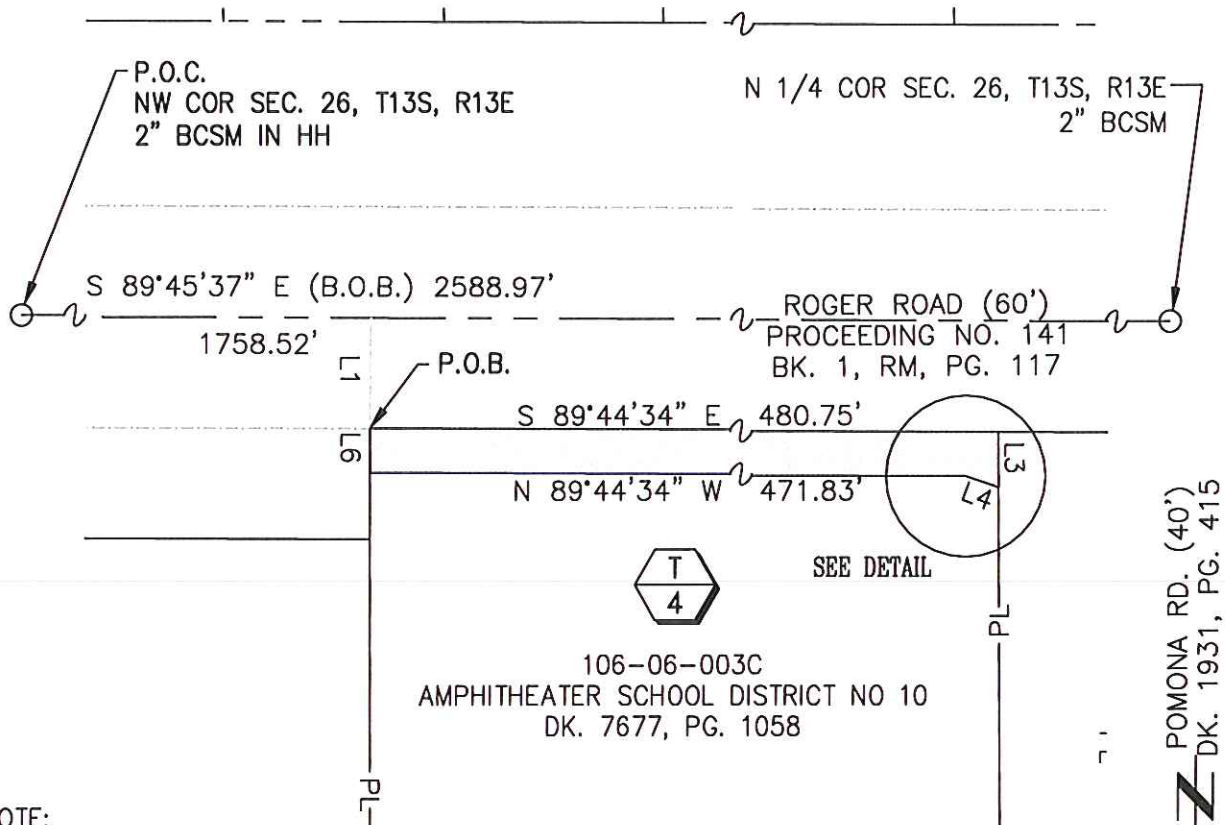


Richard Iman, AZ. R.L.S. 68764

DETAIL
SCALE: 1"=20'



LINE	BEARING	DISTANCE
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KEYNOTE:



PARCEL I.D. PER
PLAN NO. U-2019-015

SEC 26, T13S, R13E



SCALE: 1"=50'

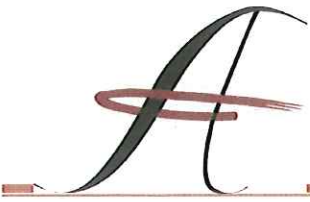
Drawn: RJL, DEC., 2022

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PEDESTRIAN ACCESS
EASEMENT (PAE 6)
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ROGER ROAD

City of Tucson, Arizona
ENGINEERING DIVISION $\frac{2}{2}$

DEPICTION OF EXHIBIT A



ACQUISITION SCIENCES, LTD.
1990 West Camelback Road, Suite 207
Phoenix, AZ 85015
(520) 405-7067 *Office*

March 9, 2023

Certified Mail Delivery to:

AMPHITHEATER SCHOOL DISTRICT NO 10
701 W WETMORE RD
TUCSON AZ85705-1547

RE: Project: Roger Road – Romero Road to Oracle Road- Prop 407 - D144
 Site Address: 1001 W. Roger Rd.
 Parcel: 106-06-003C

Dear Amphitheater School District,

The City of Tucson "City" is planning to construct a public improvement project known as Roger Road – Romero Road to Oracle Road- Prop 407 - D144. This project is a pedestrian safety and walkability project adding sidewalks to your neighborhood. The City of Tucson would like to begin construction on this Project in the calendar year 2024. Enclosed you will find information relating to the pedestrian project design and the public improvements. Acquisition Sciences, Ltd. (ASL) is a consultant for the City of Tucson, and I am an acquisition agent for ASL.

Our research indicates that you are the current owner of the property identified by County Assessor as Parcel Number(s): 106-06-003C

Your property has been identified as being located within the project acquisition area. You will receive compensation for any easement interest the City of Tucson acquires from you.

For me to be sure that I have succeeded in reaching you and to assist me in reaching you in the future, I ask that you please call or email me to discuss the widening project further, and I can provide information relating to the project and the next steps in greater detail.

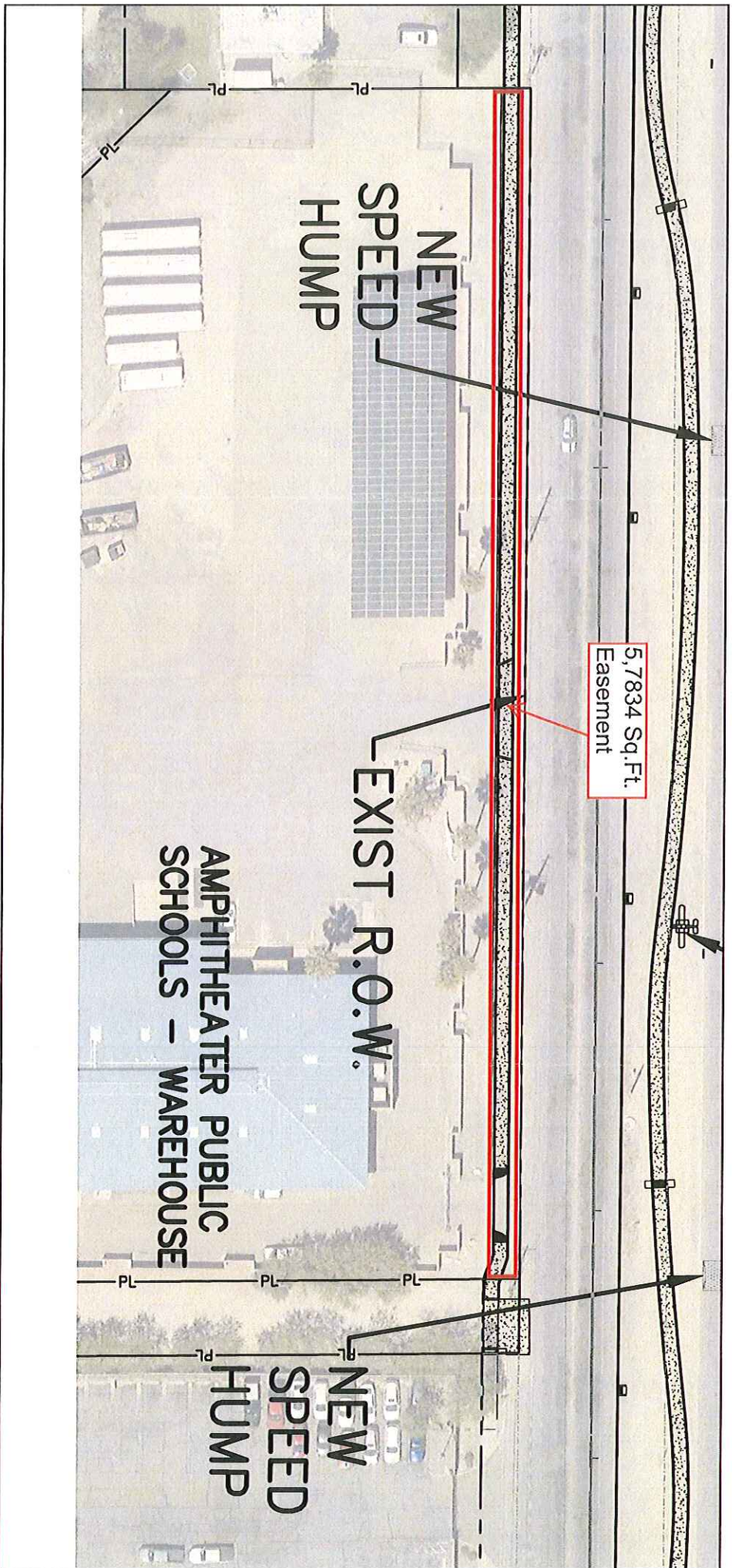
Phone: (520) 405-7067
Email: genac@acqsl.com.

Thank you very much for your cooperation.
Sincerely,

Gena Cox-Dorman

Gena Cox-Dorman
Right of Way Agent on behalf of the City of Tucson
Acquisition Sciences, Ltd.

Attachments: project flyer, map, and right of way plan sheet



December 9, 2022
Psomas #7TUS180102

EXHIBIT A

**LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT (PAE 6)**

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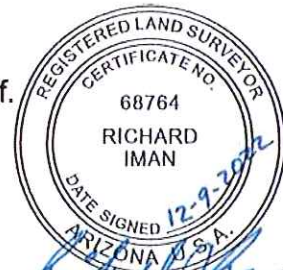
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Said parcel containing an area of 5,783 square feet more or less.

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

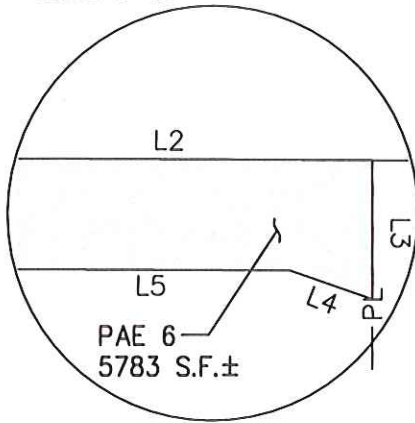
Prepared By:

Psomas

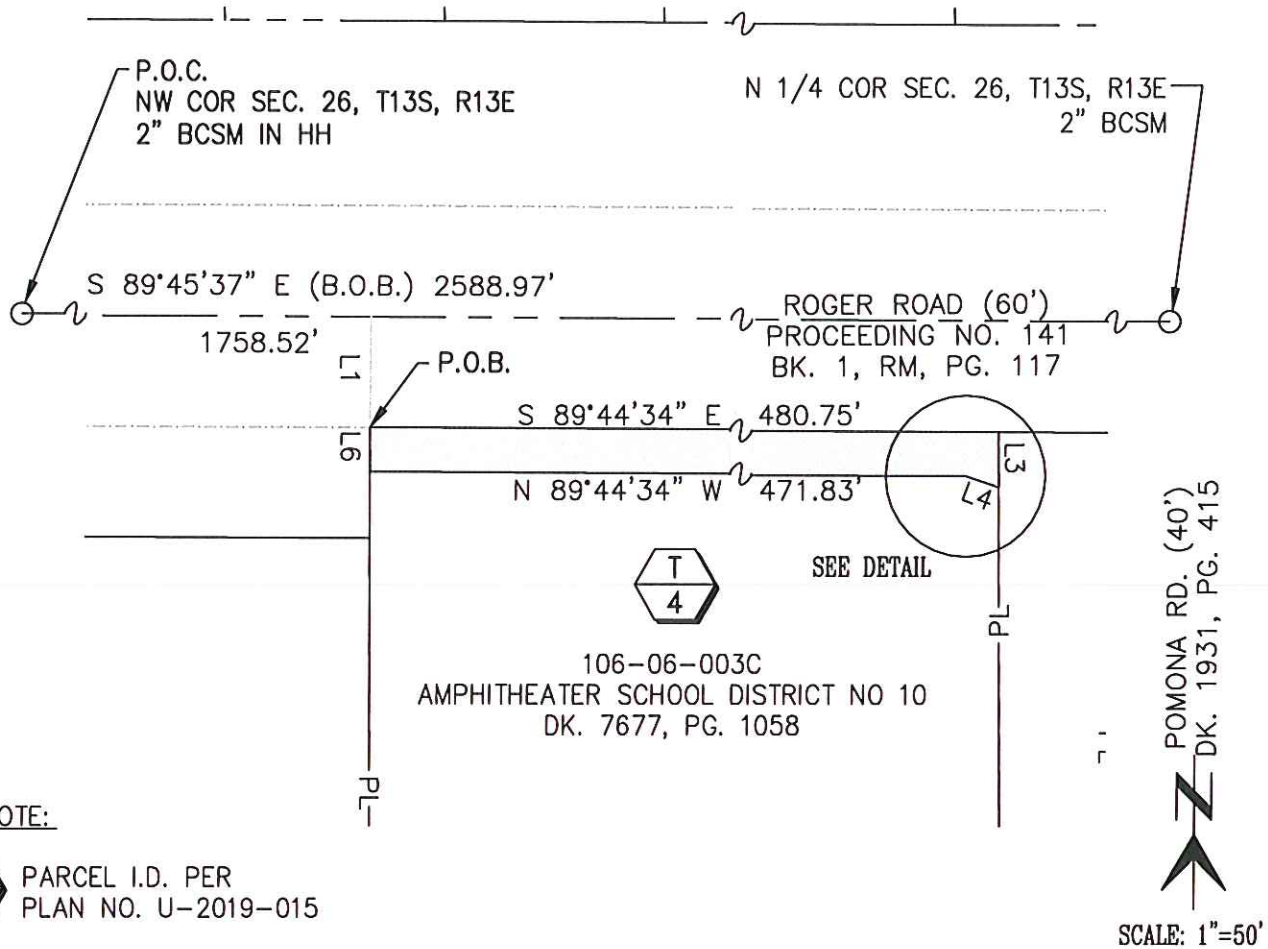


Richard Iman, AZ. R.L.S. 68764

DETAIL
SCALE: 1"=20'



LINE	BEARING	DISTANCE
L1	S 00°14'23" W	29.85'
L2	S 89°44'34" E	480.75'
L3	S 00°24'23" E	15.00'
L4	N 71°18'28" W	9.49'
L5	N 89°44'34" W	471.83'
L6	N 00°12'52" W	12.00'



KEYNOTE:



PARCEL I.D. PER
PLAN NO. U-2019-015

SEC 26, T13S, R13E

Drawn: RJL, DEC., 2022

Scale: 1"=50'

PEDESTRIAN ACCESS
EASEMENT (PAE 6)
TO BE ACQUIRED
ROGER ROAD

City of Tucson, Arizona
ENGINEERING DIVISION 2/2

DEPICTION OF EXHIBIT A

Para ver esta página en español u otro idioma, seleccione el botón  y seleccione su idioma.



Roger Road Pedestrian Safety & Walkability

This project will provide a safe and comfortable path for people walking, bicycling, or using assistive mobility devices.

About the Project

Follow

Translate

[illegible]

City of Tucson, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA Powered by Esri



Improving Our Public Places



Working Together

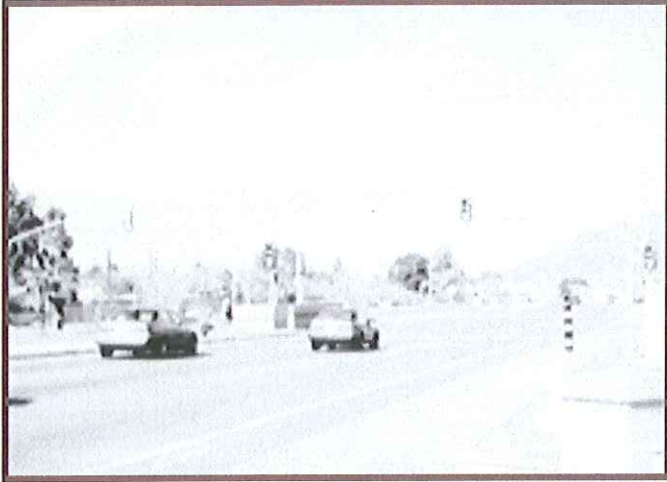
"It was a smooth, fair process and I was absolutely pleased with the outcome. The City kept me involved and information was shared every step of the way. I was never in the dark."

Bill DiVito, property owner

The City of Tucson's job is to ensure the safety and quality of life of all its citizens. This involves providing services like water and garbage collection, as well as building and improving public places such as streets, police and fire substations, libraries, and parks. Sometimes, these public projects require the acquisition of private property - a process called eminent domain. The City of Tucson follows a step-by-step process to make sure that private property owners are compensated fairly and caused as little inconvenience as possible.

The City of Tucson believes two key objectives should be met when acquiring private property for a public purpose:

1. The citizens of Tucson are assured that public funds are spent fairly and equitably in conformance with applicable laws and regulations.
2. Private owners affected by such public projects will receive just compensation for any property purchased by the City, and that all relocation and acquisition benefits to which they are entitled shall be paid by the City in a fair, professional, and timely manner.



This brochure will help you become familiar with the process of purchasing private property for public projects, and will let you know what to expect during your interactions with the Real Estate Division of the City of Tucson. *It is our sincere desire that the information contained in this brochure will provide you with confidence in the process, and that at the conclusion of our transaction, you will feel that you were treated in a fair and just fashion by the City.*

WHY MIGHT THE CITY NEED MY PROPERTY?

When planning a public project, planning personnel, property agents, design engineers/architects, and traffic engineers work together to establish the location and design that will be of greatest benefit and safety to citizens. The final project design takes into account a number of factors: the public's well-being, feasible engineering, safety and economic concerns, and minimizing inconvenience to affected private citizens.

A certain amount of private property is sometimes needed by the City to bring about a public project. The decision to acquire private property is always made after careful analysis, using a long-range planning process. Long range planning is a "big picture" approach to our community's needs, which assures that public projects will serve Tucsonans today and in the future. It can take a year or more from the time planning begins to the start of construction, depending upon the complexity of the project. Often, one of the final steps necessary prior to construction is acquisition of private property rights.

WHAT ARE THE CITY'S RESPONSIBILITIES TO ME OR MY TENANTS?

If the City acquires property from a private citizen, the City must:

- Treat all property owners and tenants impartially without regard to race, color, religion, sexual orientation, gender, or national origin.
- Fully explain how the compensation offer was determined.
- Provide relocation advisory assistance, and relocation expense reimbursements in accordance with federal, state, and local regulations.

"I was treated well and kept informed throughout the entire process, and I definitely felt that I received a fair price for the property."

Rick Borane, broker

WHEN WILL I BE CONTACTED REGARDING ACQUISITION AND RELOCATION?

When a project location is selected and approved and the design is nearing completion, all affected property owners are contacted by a property agent of the City. In many instances, this is the first official contact the property owner will have with a representative of the City. These City employees or consultants working on behalf of the City are trained to explain plans and advise how a proposed project will affect your property. The property agent must get important information from you on the initial visit. This information includes property condition and other issues to make certain the property will be properly evaluated. The agent will spend time with you to get this information and answer questions concerning the acquisition procedure.

A relocation agent also will contact you if you or your tenants are required to move from the property. You will also receive a relocation brochure and full explanation of your relocation benefits (as will any tenants of yours). The relocation brochure will explain advisory assistance, payment of moving costs, replacement property search expenses, replacement housing payments, and rent supplements or down payment supplements, if applicable.

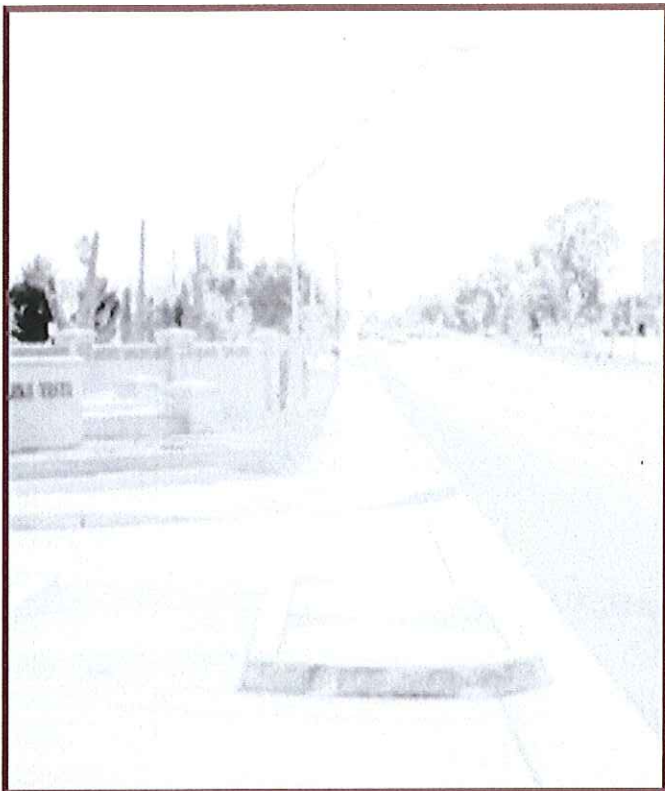


WILL I RECEIVE A FAIR PRICE FOR MY PROPERTY?

Yes. It is the City's responsibility to pay fair market value for any private property it acquires. In all cases, the City will have an appraisal or estimate made on each property affected by a public project. The City employs both qualified staff and consultant appraisers. The appraiser makes an independent and impartial appraisal based on many factors, including an inspection of the property. You will be given the opportunity to accompany the appraiser on this inspection. In making the appraisal, the appraiser investigates and analyzes recent sales of similar properties in the area. The appraiser also compiles and obtains information concerning building costs, rental values and all other necessary information to provide an accurate estimate of the fair market value of your property. If the City needs only a portion of the property, the amount of compensation you will be offered is the difference between the fair market value

of the entire property, immediately before the acquisition, and the fair market value of the remaining property immediately after the acquisition. If property is acquired in its entirety, the City will pay full fair market value for the property.

Depending on the complexity of the situation and the nature of the acquisition, an estimate may be made, instead of an appraisal, to determine the fair market value of the property right being acquired. This estimate will involve an analysis of recent sales of similar properties in the area and will still include an inspection of the property. When the appraisal or estimate is complete, a complete review will be done by another party to ensure that all elements affecting the property value are considered and an accurate estimate of value is established.



WILL I RECEIVE A WRITTEN OFFER FOR MY PROPERTY?

Yes. After the just compensation amount is established, a City property agent will contact you. The offer for your property will be a value supported by the appraisal or estimate. Fairness dictates that all owners be treated equally, which is why offers and settlements must be based on proven, factual property values and not on the owner's skill, or lack of skill, in negotiating and trading. The present system assures that you will not be at a disadvantage if you are inexperienced in real estate transactions. If additional facts come to our attention that will lead to a revision in the just compensation amount, the adjustment will be made. You will be encouraged to provide any information you would like considered in the valuation process.

City agents will deal only with you, with your attorney or your representative. Negotiations are not normally done through real estate firms or others who do not have a direct interest in your property. The City is not responsible for real estate commissions and if an agent or representative is used, their fee is your responsibility. Similarly, should you choose to secure a broker/agent or attorney to assist you in a real estate transaction, the City will not pay any commissions or fees related to their services - those expenses are your responsibility.

An offer and draft purchase agreement for the full amount of the approved appraisal or estimate will be made to you by a property

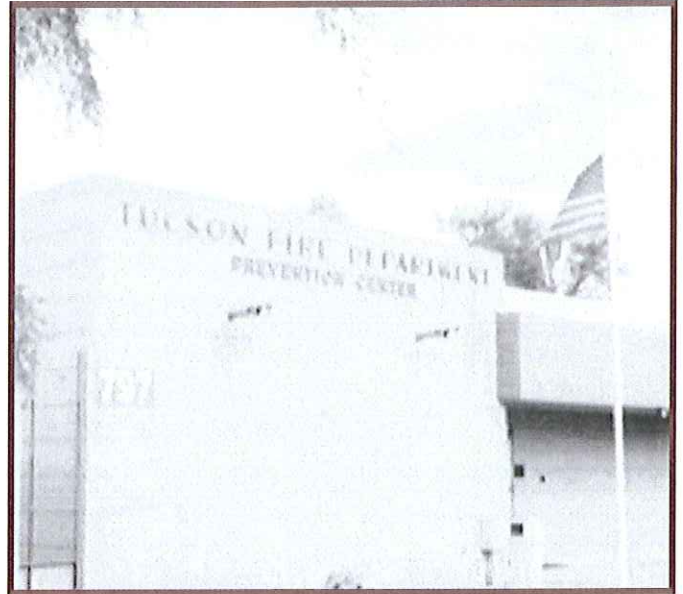
agent. The offer will be accompanied by a summary statement of just compensation. The breakdown in the statement is helpful for tax purposes, and will include:

1. The amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and compensation for damages and benefits, if any, to the remaining real property will be separately stated.
2. A copy of the appraisal or estimate.
3. A description and location of the property and type of property rights to be acquired, and a request to enter the property as soon as possible, if reasonable and possible.
4. An identification of buildings, structures and/or other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement will identify any separately held ownership interest in the property, such as a tenant-owned improvement, and indicate that such interest is not covered by the offer.

Sometimes a purchase of a portion of private property would leave the owner with an "uneconomic remnant." An uneconomic remnant is a piece of property remaining

"It was a win-win situation. I was well compensated for my property, and I felt that I was contributing to the greater good. The new fire station makes sense because it helps protect the people and properties in that area."

Andy Romo, property owner



after a portion has been purchased, which would have little or no remaining value. If the acquisition of only a portion of a property would leave you with an uneconomic remnant, the City will offer to acquire the full parcel.

WHAT IF I INCUR ADDITIONAL EXPENSES?

The City will pay for all reasonable transaction expenses associated with a purchase, such as recording fees, transfer fees and loan payoff fees, escrow, title and closing costs, and the pro-rated portion of any prepaid real property taxes. The City will pay for the initial appraisal or estimate. Should you desire your own appraisal or estimate, it would be at your expense. Should you choose to secure a broker/agent or attorney to assist you in a real estate transaction, the City will not pay any commissions or fees related to their services - those expenses are your responsibility.

WHAT MUST I DO TO REACH A SETTLEMENT WITH THE CITY?

If you accept the offer by the City and can convey clear title, in most cases you may expect payment within 30 days from the date an agreement is signed. It is your responsibility, however, to satisfy any outstanding liens and encumbrances on the property to provide clear title. These encumbrances are normally paid at the time of closing of the transaction. Usually the property agent and assigned escrow officer handling your file will secure a release from the lien holder as a part of the closing.

The sale of property for public purposes comes under the Internal Revenue Service (IRS) classification of “Involuntary Conversion,” as a settlement in lieu of condemnation (the exercise of eminent domain authority of the City). It is suggested that you contact an accountant or tax specialist of your choice to learn of the federal income tax impact of your settlement. There are some advantages granted to you in such cases, in terms of additional time provided to secure ownership in similar property and reduce capital gains tax obligations.

When applicable, occupants of your property will receive payment for moving expenses. Again, a relocation specialist trained in applying federal and local relocation rules and regulations will provide you with a complete outline of relocation eligibility.

HOW LONG DO I HAVE TO LEAVE MY PROPERTY ONCE THE PROPERTY IS ACQUIRED?

If you are displaced from your property, you will be given a minimum of 90 days written notice to leave the property from the time an offer is made, and a minimum of 30 days once a settlement is closed and payment is received (or from the time the property is condemned, if that action is necessary).

WHAT IF AN AGREEMENT IS NOT REACHED WITH THE CITY?

It is the City’s policy to make every reasonable effort to acquire property by negotiations. Ninety-five percent of all property transactions made by the City are resolved via settlement, without need for any legal process. In the event the City is unable to reach an agreement with a property owner, the City will institute the necessary court procedures with the Pima County Superior Court. The City will promptly deposit the full amount of estimated just compensation with the Court when the condemnation proceedings are filed. Any time after the action is instituted, you may still accept a settlement of the case, in lieu

“The process went quickly and I was glad to help because I think the new fire station is going to be a big plus for the area. I was given three years to reinvest my money from the condemned property, so I was able to take my time and buy another property that I really liked. That took the pressure out of reinvesting.”

Ray Rivas, property owner

of condemnation. If you wish to contest the compensation amount, you may want to consider securing the services of an attorney for further advice.

Upon filing and acceptance of an Order to Show Cause and granting of Immediate Possession to the property, the City will have the right of secure possession to the property required for the project. You must satisfy all liens and encumbrances against the property, whether the purchase is settled by agreement or court action.

The above is set out not as advice, but to inform you of the available options should you elect not to accept the offer made for your property.

WHOM DO I CONTACT IF I HAVE ADDITIONAL QUESTIONS?

We cannot answer every question concerning City property procedures in this brochure. However, we hope this information will help you understand the process the City of Tucson follows when acquiring real estate. We sincerely hope that your upcoming transaction with our Division will be a satisfactory experience for both you and for our personnel involved. We believe that you will find them courteous, thoughtful, knowledgeable, and aware of their obligations to you as an individual, as well as to the public in general. If you have any further questions, please call the City of Tucson Real Estate Division at (520) 791-4181, or send an e-mail to Real.Estate@tucsonaz.gov

NOTES



City of Tucson
Real Estate Division
520-791-4181
Real.Estate@tucsonaz.gov