#### **ACQUISITION AGREEMENT**

This Agreement is made by and between Amphitheater School District No. 10 of Pima County, Arizona, (the "Owner"), and Pima County, a political subdivision of the State of Arizona, (the "County").

1. **Property and Acquisition Amount.** Owner is the owner of the property described in **Exhibits A, C,** and **D,** attached hereto. The County has determined that it has a need to acquire a permanent drainage easement over the property described in **Exhibit A** and depicted on **Exhibit A-1** and a permanent slope easement over the property described in **Exhibit C** and depicted on **Exhibit C-1** (collectively, the "Easement Area"), and a temporary construction easement over the property described in **Exhibit D** and depicted on **Exhibit D-1** (the "Temporary Easement Area"). In lieu of exercising its powers of eminent domain, County agrees to acquire from Owner, and Owner agrees to grant to County a permanent drainage easement and a permanent slope easement over the Easement Area, and to grant a temporary construction easement over the Temporary Easement Area, for the sum of \$17,800.00 (the "Acquisition Amount"), subject to the terms and conditions set forth herein. The County also agrees to pay closing costs as set forth below:

\$_	17,800.00	_ Acquisition Amount
\$_	1,043.00	_ Estimated Closing Costs
\$_	18,843.00	_ Total Not-to-Exceed Amount

- 2. **Easement Documents.** Upon execution of this Agreement the Owner shall deposit into escrow a document, in forms acceptable to County, granting to County a permanent drainage easement and a permanent slope easement over the Easement Area, subject only to those matters identified in Exhibit B.
- 3. **Easement Document.** Upon execution of this Agreement the Owner shall deposit into escrow a document, in a form acceptable to County, granting to County a temporary construction easement (the "TCE") over the Temporary Easement Area. The TCE shall terminate upon the earlier of (i) 24 months after its effective date; or (ii) the completion of construction of the project.
- 4. **Risk of Loss for Damage to Improvements.** Owner shall be responsible for the risk of loss for any and all damage to the improvements prior to close of escrow.
- 5. **No Salvage.** Owner shall not salvage or remove any fixtures, improvements or vegetation from any of the property that is the subject of this Agreement, but this shall not prohibit Owner from removing personal property prior to closing.

- 6. **No Personal Property.** The parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Owner represents that there is now, or as of closing will be, no personal property located on any of the property that is the subject of this Agreement.
- 7. **Escrow and Prorations.** The Acquisition Amount shall be payable in full at closing. A check for the acquisition amount and closing costs may be made payable to **Stewart Title and Trust of Tucson**, (the "Title Company") for distribution at the close of escrow. For fee acquisitions (a) the date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Property. The proration of taxes shall be for the proportion of taxes assessed against Owner's entire parcel which are attributable to the Property.
- 8. **Security Interest.** Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trusts, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and shall, upon demand by the Lienholders, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Property.
- 9. **Possession and Closing.** Possession of the Property shall be given to County on the date of closing unless possession has already been granted to County pursuant to an Entry Agreement or other agreement between the parties. Closing shall be on or before the later of (a) 120 days after the date this Agreement is approved by the Procurement Director or (b) 30 days after receipt of all necessary releases or consents from Lienholders. This contract shall terminate if closing has not occurred within 5 years after execution by County. However, in the event of delay in (b) above, County has the right to extend the Closing Date beyond 5 years upon approval by the Pima County Board of Supervisors.

10.	Wells and Water Rights. Owner warrants the following concerning wells and/or water rights associated with the Property:		
	NO, there are no wells on or water rights associated with the Easement Area YES, there is a well on Easement Area or there are water rights associated with the Property, and they are specifically identified on <b>Exhibit</b> attached.		

11. **Underground Improvements.** Owner warrants the following concerning the location of septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Easement Area:

NO, there are no septic tanks, septic or lessystems, private irrigation lines, and/or oth Easement Area.	
 YES, there are underground improvements are specifically identified on <b>Exhibit</b>	located on the Easement Area and they attached.

- 12. **Environmental Representations.** The County and the Owner 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 Property, each party remaining responsible for its obligations as set forth by law. Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the 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 Property.
- 13. **Environmental Inspection Rights.** Owner shall permit County to conduct such inspections of the Property as the County deems necessary to determine the environmental condition of the Property. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to 30 days after the report for such additional testing or inspection is completed on behalf of County, but not later than an additional 180 day extension. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, Owner shall conduct a clean up of the Property adequate to bring the Property into compliance with environmental regulations prior to Closing or County may terminate this agreement.
- 14. **No Leases.** Owner warrants that there are no oral or written leases on all or any portion of the Property.
- 15. **Broker's Commission.** No broker or finder has been used and County owes no brokerage or finders fees related to this transaction. Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.
- 16. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid 100% by County.
- 17. **Right of Entry.** The Owner hereby grants to County, its agents and contractors, a right to enter upon the Property prior to closing to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Owner's use of the Property.

- 18. **Release.** Owner hereby releases and discharges Pima County and the Pima County Flood Control District and their departments, employees, agents, assigns, heirs, executives and administrators from any and all past, present or future claims, demands, causes of action, damages, or suits of any kind at law or in equity in whole or in part concerning the Property.
- 19. **No Sale.** Owner shall not sell or encumber the Property before closing.
- 20. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511which provides for cancellation of contracts by Pima County for certain conflicts of interest.
- 21. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive the closing.
- 22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all combined to a single instrument.
- 23. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties and no modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by County, including all just compensation and severance damages to the remainder property and shall relieve the County of all further obligation or claims relating to Property.
- 24. **Driveway Grades.** County has the right, if necessary, to adjust driveway grades on private property to match grade of County' improvements.

Owner's Approval and Acceptance:	
	Amphitheater School District No. 10 of Pima County, Arizona
Dated:	Title

Recommendation for Approval:	
By Laura Lane, Acquisition Agent	
Laura Lane, Acquisition Agent	
By	
Christina Biggs, Manager Real Property Services	
	Approved as to form:
Ву	
Deputy County Administrator-Public Works	Neil J. Konigsberg
	Deputy County Attorney
	Approved and accepted by Pima County
	Procurement Director
	Date:

Tax Code: 102-17-1750, 177D, 182B & 105-06-001C, 002C

# EXHIBIT A LEGAL DESCRIPTION PUBLIC DRAINAGE EASEMENT PARCEL 4-B

A portion of the northwest quarter of the northwest quarter of Section 14, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the northwest corner of said Section 14, said point being a found 2" aluminum cap pin stamped "10, 11, 14, 15, T13S, R13E, LS 25086", from said point a found 3" brass disk in concrete stamped "ADOT" bears South 0°15'50" East, 2,648.87 feet at the West quarter corner of said Section 14;

Thence North 89°29'24" East, 75.00 feet to the intersection of the west property line of that certain property described at Docket 8506 in Page 348 at the Pima County Recorders Office, with the north line of the northwest quarter of said Section 14, from said point a found 2 ½" capped pipe stamped "11, 12, 13, 14" bears North 89°29'24" East, 5,191.03 feet at the northeast corner of said Section 14;

Thence South 0°15'50" East, 64.55 feet along said west property line to the Point of Beginning;

Thence North 89°44'10" East, 50.00 feet;

Thence South 0°15'50" East, 359.22 feet along a line parallel with and 125.00 feet easterly from the west line of said northwest quarter;

Thence South 56°40'49" East, 71.79 feet;

Thence South 0°15'50" East, 25.90 feet to the south line of said property, said point being on a non-tangent curve concave to the north with a local radial bearing of South 01°47'46" East,

Thence westerly along the arc of said curve to the right, having a radius of 479.00 feet, through a central angle of 01°31'56", for an arc length of 12.81 feet to a point of tangency;

Thence South 89°44'10" West, 72.00 feet along the south line of said property to a point of curvature on a tangent curve concave to the northeast;

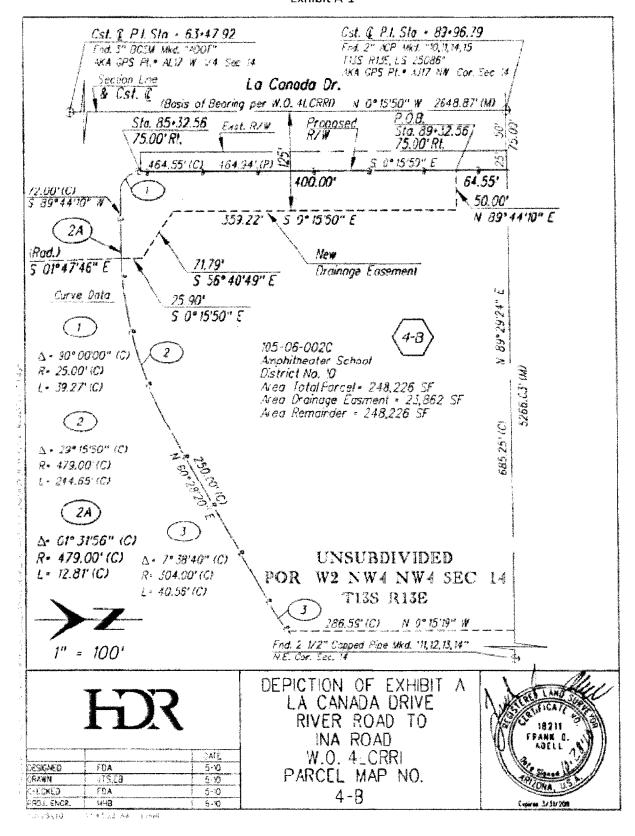
#### Exhibit A (continued)

Thence northwesterly along the arc of said curve to the right, having a radius of 25.00 feet, through a central angle of 90°00'00", for an arc length of 39.27 feet to a point of tangency;

Thence North 0°15'50" West, 400.00 feet along the west line of said property to the Point of Beginning.

The basis of bearing for the above parcel is the west line of said northwest quarter of the Section 14, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°15′50″ West according to the Pima County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pima County Engineer.





#### Exhibit A (continued)

## LEGAL DESCRIPTION PUBLIC DRAINAGE EASEMENT PARCEL 4-C

A portion of the southwest quarter of the southwest quarter of Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the southwest corner of said Section 11, said point being a found 2" aluminum cap in concrete stamped "10, 11, 14, 15, T13S, R13E, LS 25086";

Thence North 0°17'41" West, 1,071.32 feet along the west line of said southwest quarter, from said point a found 2" brass disk in concrete with punch only bears North 0°17'41" West, 1,543.31 feet at the West quarter corner of said Section 11;

Thence North 89°42'19" East, 75.00 feet to the cast right-of-way of La Canada Drive and the Point of Beginning;

Thence North 89°42'19" East, 20.00 feet;

Thence South 0°17'41" East, 55.00 feet along a line parallel with and 95.00 feet easterly from the west line of said southwest quarter;

Thence South 89°42'19" West, 20.00 feet;

Thence North 0°17'41" West, 55.00 feet along the east right-of-way of La Canada Drive to the Point of Beginning.

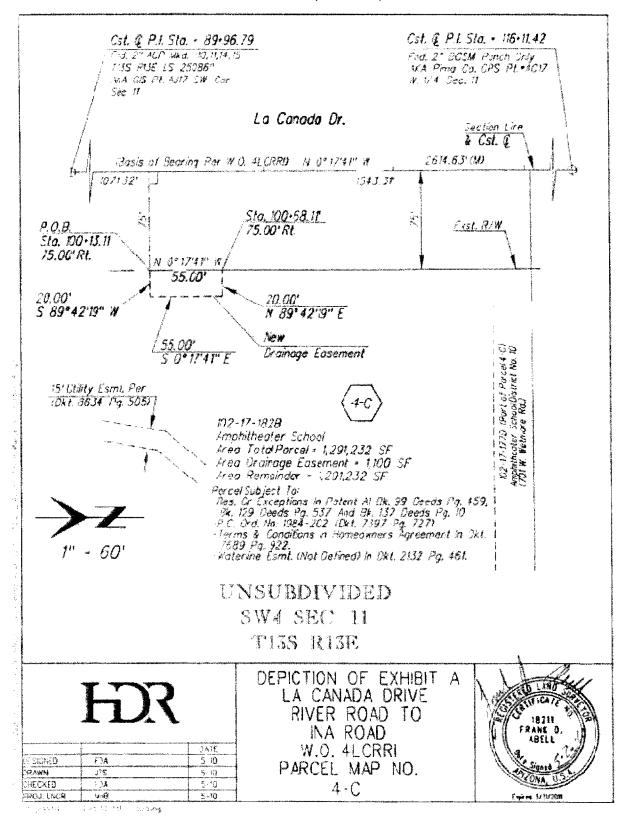
The basis of bearing for the above parcel is the west line of said southwest quarter of the Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pirna County, Arizona, said bearing being North 0°17'41" West according to the Pirna County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pirna County Engineer.

Expires 3/31/2011

HDR Engineering, Inc.

5210 E. Williams Circle Suite 530 Tucson, AZ 85711-4459

Phone (520) 584-3600 Fax (520) 584-3624 www.hdrisac.com



#### Exhibit A (continued)

## LEGAL DESCRIPTION PUBLIC DRAINAGE EASEMENT PARCEL 5-D

A portion of the northwest quarter of the southwest quarter of Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the West quarter corner of said Section 11, said point being a found 2" brass disk in concrete with punch only;

Thence South 0°17'41" East, 1,047.64 feet along the west line of said southwest quarter, from said point a found 2" aluminum cap in concrete stamped "10, 11, 14, 15, T13S, R13E, LS 25086" bears South 0°17'41" East, 1,566.99 feet at the southwest corner of said Section 11;

Thence North 89°42'19" East, 75.00 feet to the cust right-of-way of La Canada Drive and the Point of Regioning;

Thence North 89°42'19" East, 10.00 feet;

Thence South 0°17'41" East, 53.00 feet along a line parallel with and 85.00 feet easterly from the west line of said southwest quarter;

Thence South 89°42'19" West, 10.00 feet;

Thence North 0°17'41" West, 53.00 feet along the east right-of-way of La Canada Drive to the Point of Beginning.

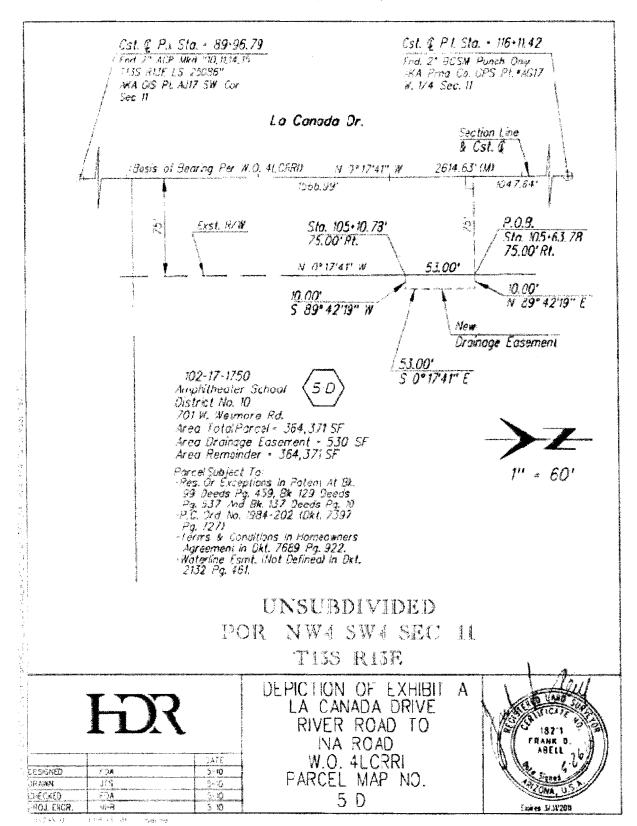
The basis of bearing for the above parcel is the west line of said southwest quarter of the Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°17'41" West according to the Pima County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pima County Engineer.

HDR Engineering, Inc.



5230 E. Williams Carle Sume 590 Tuccon, AZ 85711 4459 Phone (520) 584-3600 Fax (520) 584-3624 www.batrine.com

#### Exhibit A-1 (continued)



#### Exhibit C

#### LEGAL DESCRIPTION PUBLIC SLOPE EASEMENT PARCEL 4-C

A portion of the southwest quarter of the southwest quarter of Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the southwest corner of said Section 11, said point being a found 2" aluminum cap pin stamped "10, 11, 14, 15, T13S, R13E, LS 25086";

Thence North 0°17'41" West, 853.87 feet along the west line of said southwest quarter, from said point a found 2" brass disk in concrete with punch only bears North 0°17'41" West, 1,760.76 feet at the West quarter corner of said Section 11;

Thence North 89°42'19" East, 75.00 feet to the east right-of-way of La Canada Drive and the Point of Beginning;

Thence North 69°39'09" East, 36.00 feet;

Thence North 0°17'41" West, 60.59 feet;

Thence North 42°13'14" West, 50.61 feet;

Thence South 0°17°41" East, 110.59 feet along the east right-of-way of La Canada Drive to the Point of Beginning.

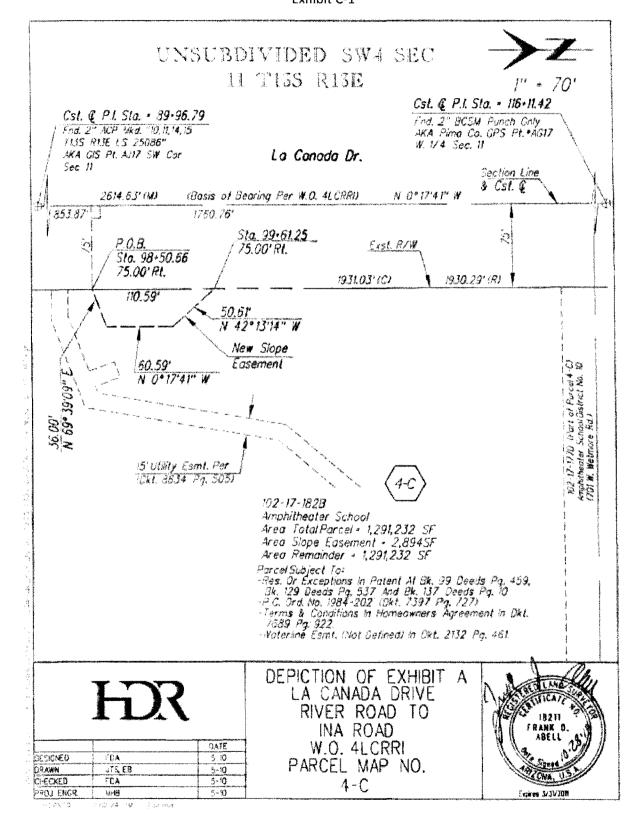
The basis of bearing for the above parcel is the west line of said southwest quarter of the Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°17'41" West according to the Pima County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pima County Engineer.

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HDR Engineering, Inc.

5210 E. Williams Circle Scare 530 Tuxson, AZ 85711-4459

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#### Exhibit C (continued)

#### LEGAL DESCRIPTION PUBLIC SLOPE EASEMENT PARCEL 5-D

A portion of the northwest quarter of the southwest quarter of Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the West quarter corner of said Section 11, said point being a found 2" brass disk in concrete with punch only:

Thence South 0°17'41" East, 931.73 feet along the west line of said southwest quarter, from said point a found 2" aluminum cap pin stamped "10, 11, 14, 15, T138, R13E, LS 25086" bears South 0°17'41" East, 1.682.90 feet at the southwest corner of said Section 11;

Thence North 89°42'19" East, 75.00 feet to the east right-of-way of La Canada Drive and the Point of Beginning;

Thence North 0°17'41" West, 200.00 feet;

Thence South 19°35'05" East, 105.95;

Thence South 0°17'41" Hast, 40.00 feet;

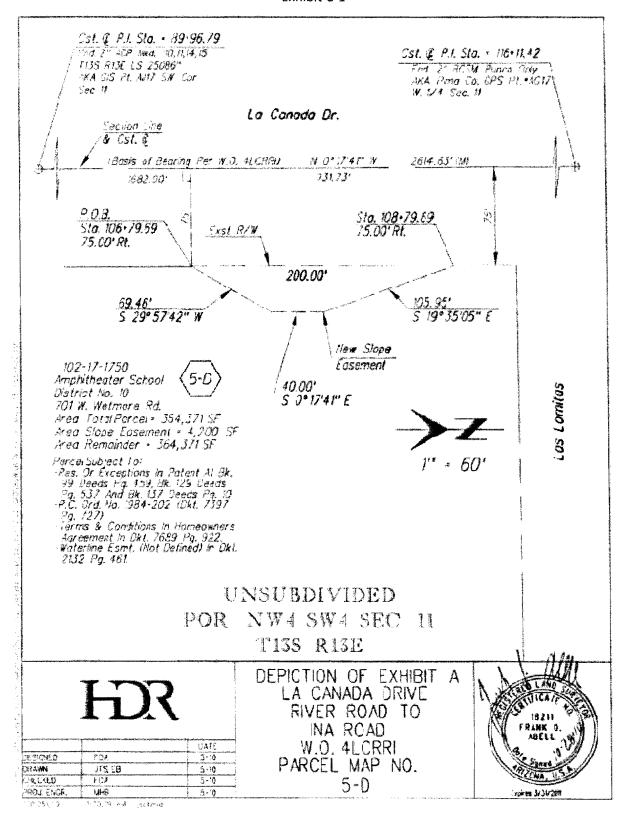
Thence South 29°57'42" West, 69,46 feet to the Point of Beginning.

The basis of bearing for the above parcel is the west line of said southwest quarter of the Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°17'41" West according to the Pima County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pima County Engineer.



N.140 K. Williams Circle Soite 530 Tucson, AZ 557\$1-4459

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#### Exhibit D

### LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT PARCEL 4-C

A portion of the southwest quarter of the southwest quarter of Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the southwest corner of said Section 11, said point being a found 2" aluminum cap pin stamped "10, 11, 14, 15, T13S, R13E, LS 25086";

Thence North 0°17'41" West, 92.65 feet along the west tine of said southwest quarter, from said point a found 2" brass disk in concrete with punch only bears North 0°17'41" West, 2521.98 feet at the West quarter corner of said Section 11;

Thence North 89°42'19" East, 75.00 feet to the east right-of-way of La Canada Drive and the Point of Beginning,

Thence North 48°32'04" East, 45.89 feet to a point on a non-tangent curve concave to the northwest with a local radial bearing of South 15°08'01" East;

Thence northeasterly along the arc of said curve to the left, having a radius of 160.00 feet, through a central angle of 47°32'13", for an arc length of 132.75 feet to a point of non-tangency;

Thence North 51°40'12" West, 114.34 feet;

Thence South 89°42'19" West, 46.00 feet;

Thence South 0°17'41" East, 182.05 feet along the east right-of-way of La Canada Drive to the Point of Beginning.

The basis of bearing for the above parcel is the west line of said southwest quarter of the Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°17′41″ West according to the Pima County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pima County Engineer.

HDR Engineering, Inc.



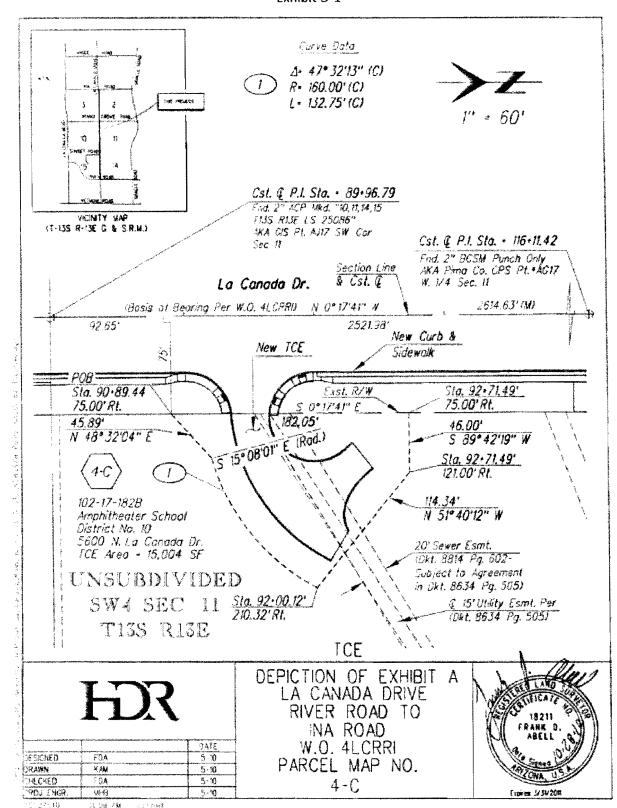
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#### Exhibit D (continued)

### LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT PARCEL 4-C

A portion of the southwest quarter of the southwest quarter of Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona.

Said parcel being more particularly described as follows;

Commencing at the southwest corner of said Section 11, said point being a found 2" aluminum cap pin stamped "10, 11, 14, 15, T13S, R13E, LS 25086";

Thence North 0°17'41" West, 769.46 feet along the west line of said southwest quarter, from said point a found 2" brass disk in concrete with punch only bears North 0°17'41" West, 1845.17 feet at the West quarter corner of said Section 11;

Thence North 89°42'19" East, 75.00 feet to the east right-of-way of La Canada Drive and the Point of Beginning:

Thence North 0°17'41" West, 84.41 feet along said east right-of-way;

Thence North 69°39'09" East, 169.45 feet;

Theree South 20°20'51" East, 70.00 feet;

Thence South 69°39'09" West, 75.00 feet;

Thence South 20°20'51" East, 150.00 feet;

Thence South 69°39'09" West, 70.00 feet;

Thence North 20°20'51" West, 140.71 feet;

Thence South 69°39'09" West, 53.39 feet to the Point of Beginning.

The basis of bearing for the above parcel is the west line of said southwest quarter of the Section 11, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, said bearing being North 0°17'41" West according to the Pima County Department of Transportation construction plans entitled La Cañada Drive, River Road to Ina Road, W.O. # 4LCRRI, on file in the offices of the Pima County Engineer.

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### Exhibit D (continued)



Expires 3/31/2011

