

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

**AGREEMENT FOR THE PURCHASE OF INTERESTS IN REAL PROPERTY  
BY AND BETWEEN THE UNITED STATES OF AMERICA  
AND  
CITY OF DOUGLAS**

**THIS AGREEMENT FOR THE PURCHASE OF AN EXCLUSIVE EASEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **the City of Douglas**, an incorporated municipality located in Cochise County, in the state of Arizona having an office at 425 10th Street Douglas, AZ 85607 (“**Seller**”), for itself and its executors, administrators, successors, and assigns, and **the United States Of America** and its assigns, acting by and through its General Services Administration, or its authorized representative (the “**United States**”).


**RECITALS**

A. Seller is the owner of certain real property located in the City of Douglas, County of Cochise, State of Arizona, consisting of 2.943 +/- acres as more particularly described as APNs 408-31-002E (Exhibit A), and a portion of APN 408-31-002H (Exhibit B), and any related improvements, appurtenances and related personal and intangible property, collectively the “Property.”

B. Buyer desires to purchase an exclusive easement on the Property (the “Easement”) to expand and renovate the existing Raul Hector Castro Land Port of Entry. The purpose of the easement is for the construction and maintenance of a stormwater channel to divert water away from the Land Port of Entry.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Easement (Exhibit C), subject to the terms and conditions set forth below.

In consideration of the mutual undertakings and covenants herein contained, Seller and the United States hereby covenant and agree as follows:

1. Agreement to Buy and Sell Property. Seller agrees to sell, convey, assign and transfer to the United States, and the United States agrees to purchase and acquire from Seller, Seller’s rights as is more particularly described in the Easement Agreement at Exhibit “C”, attached hereto and made a part hereof. The Property is further delineated on an ALTA/NSPS Land Title Survey by , dated \_\_\_\_\_, Exhibit “D”, attached hereto and made a part hereof.

2. Title.

(i): Title: Seller shall convey to the United States the Easement in the Property by Easement Agreement, see Exhibit C., clear, free, and unencumbered, subject to the exceptions listed in Schedule B of the pro forma title commitment, attached as Exhibit "█."

(ii) Title Insurance: Seller acknowledges that Buyer is not obligated to purchase the Property unless the title insurance company selected by the Buyer is willing to issue an ALTA U.S. Title Insurance 1991 Policy Form 9-28-91 (Revised 12-03-12) insuring said title to the Property in the form and substance of the pro forma policy attached hereto as Exhibit █, in the amount of the purchase price and dated as of the closing.

3. Purchase Price. The agreed purchase price for the Easement is Three Hundred Eighty Eight Thousand Four Hundred Seventy Two Dollars (\$388,472.00) ("**Purchase Price**") to be paid to Seller by Electronic Funds Transfer.

4. Representations and Warranties of Seller. Seller represents and warrants to the United States as of the date hereof as follows:

- (i) Seller has full right, power, and authority to enter into this Agreement and to convey the Property;
- (ii) There are no leases, licenses or other rental agreements or occupancy agreements (written or verbal) which grant any possessory interest in and to any space on the Property; and
- (iii) Seller has received no written notice of litigation affecting the Property or Seller's ability to fulfill all of its obligations under this Agreement, nor has any such action been threatened in writing.
- (iv) Compliance with Laws. With this agreement, Seller does not violate any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local or private. Seller has not received any notice of any violation of any covenants, conditions, restrictions, easements, or other matters affecting the Property.

5. Closing. The completion of the transaction contemplated by this Agreement (the "**Closing**") shall take place in such manner, at such time and on such date as the United States determines in its sole discretion, but no later than 30 days from the executed date of this Agreement, \_\_\_\_\_, 2026. Prior to the Closing, the United States and Seller will execute the Easement Agreement. At such time as the United States' shall request, Seller agrees to promptly execute and have acknowledged said Easement Agreement and deliver the same in such manner as directed by the United States. Seller hereby agrees to execute any other

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

documents reasonably necessary to effectuate the transaction contemplated by this Agreement including, without limitation, any other instruments as the United States' title insurance company may reasonably require. Following the United States' receipt of the executed Easement Agreement, the United States will pay to the Seller the Purchase Price by Electronic Funds Transfer. The United States shall arrange for the recording of said Easement Agreement and pay for all recording costs and deed transfer taxes associated with the same. The United States shall have full possession and use of the Easement, subject only to the exceptions, if any, stated in paragraph 2 above, as of the date payment of the Purchase Price is made to the Seller, or as otherwise provided in the Easement Agreement.

**6. Obligations of Seller Prior to Closing.**

- (i) Seller covenants that between the date of Seller's execution of this Agreement and the Closing, Seller will not:
  - (a) Enter into any new lease at the Property;
  - (b) Encumber the Property or enter into any agreement impacting the Property;  
or
  - (c) Do, or suffer others to do, any act which would diminish the value or title to the Property and/or any portion thereof.
- (ii) Prior to the date the Easement Agreement is executed, Seller will cause the removal of all personal items from the Property and surrender the same in a safe, sanitary, and secure condition.

7. Environmental. In this section, the term "Hazardous Substances" has the same meaning as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. § 9601 et seq., and the regulations adopted pursuant to that Act. In addition, for purposes of this Agreement, the term Hazardous Substances also includes petroleum, including crude oil or a fraction thereof.

- (i) Environmental Representations & Warranties of the Seller. At the Closing, Seller must certify, in writing, to the then knowledge of its City Manager, Ana Urquijo, that these environmental representations and warranties are true and correct:
  - (a) Seller has never violated, and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the Property and any operations thereon.
  - (b) Seller has neither disposed of solid waste at the Property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any Hazardous Substances at the Property

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

- (c) No lien has been proposed on the Property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the Property.

**8. Adjustments.** Seller understands that all taxes, assessments and water and sewer use charges remain its sole responsibility as the fee title holder of the Property.

**9. Risk of Loss.** Seller shall be solely responsible for any loss or damage to the Property or any portion thereof that occurs prior to the date of Closing including, without limitation, any loss or damage to the Property by fire or by reason of the unauthorized cutting or removal of products therefrom. In the event of any such loss or damage, the United States may refuse, without liability, to accept the conveyance of the Property, or it may elect to accept the conveyance of the Property upon an equitable adjustment of the Purchase Price.

**10. Right of Entry.** Seller agrees that following the execution of this Agreement by the Seller, officers and agents of the United States shall have at all reasonable times, and upon reasonable notice to Seller, the unrestricted right and privilege to enter upon the Property for all lawful purposes, including the examination thereof. Upon request of the United States, Seller agrees to execute a separate License or Right of Entry Agreement authorizing the foregoing.

**11. Termination Rights.** Pursuant to the terms of the Anti-Deficiency Act (31 U.S.C. §1341) and notwithstanding anything to the contrary contained in this Agreement, it is mutually understood and agreed that the acquisition of the Property is conditioned upon the availability of funding for this acquisition. In the event there is not sufficient funding, the United States shall have the right to terminate this Agreement. It is further understood and agreed that the United States shall have the right to terminate this Agreement in the event the United States no longer desires to purchase the Property. In the event of any termination of this Agreement by the United States, this Agreement shall be deemed null and void and of no force and effect and neither party shall have any further rights or obligations hereunder.

**12. Notices.** Unless expressly stated otherwise, all notices, requests, demands and other communications required to be given under this Agreement shall be given in writing by any of the following means: (i) certified mail, postage pre-paid, return receipt requested; (ii) other nationally recognized overnight delivery service; or (iii) personal service, and shall be effective and binding upon the Seller upon date of mailing or delivery.

If agreed to by the parties, scanned copies of notices, requests, demands and other communications may be sent by electronic mail as a means of providing copies of the same.

To Seller:  
City of Douglas \_\_\_\_\_  
425 E. 10<sup>th</sup> \_\_\_\_\_  
Douglas, AZ 85607 \_\_\_\_\_  
Attn: City Manager  
[Ana.urquijo@douglazaz.gov](mailto:Ana.urquijo@douglazaz.gov)

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

To the United States:

General Services Administration  
50 United Nations Plaza  
San Francisco, Ca 94102  
Attention: Starrett Dinwiddie - PRB  
Email: [starrett.dinwiddie@gsa.gov](mailto:starrett.dinwiddie@gsa.gov)

With cc to:

Emma Cocks, General Counsel  
50 United Nations Plaza  
San Francisco, CA 94102  
Email: [emma.ocks@gsa.gov](mailto:emma.ocks@gsa.gov)

Such addresses may be changed by notice to the other parties given in the same manner as provided above.

**13. Provisions Incorporated by Reference**

- (i) The provisions of the United States Code set forth at 31 U.S.C. §1341 (known as the Anti-Deficiency Act), as such provisions may be revised from time to time, are hereby incorporated into this Agreement by this reference, as if set forth in full.
- (ii) The provisions of the United States Code set forth at 18 U.S.C. § 431 (Contracts by Member of Congress) and 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government), as such provisions may be revised from time to time, are hereby incorporated in this Agreement by this reference, as if set forth in full.
- (iii) The provisions of FAR clause 52.240-91, Security Prohibitions and Exclusions (NOV 2025-GSA Class Deviation RFO-2025-40), are hereby incorporated in this Agreement by this reference, as if set forth in full.

**14. Covenant Against Contingent Fees.** The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this provision, the United States will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price the full amount of such commission, percentage, brokerage, or contingent fee.

**15. Miscellaneous.**

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

- (i) It is mutually understood and agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising there from. Notwithstanding the foregoing, nothing herein contained shall be construed to extend to any incorporated company, where such Agreement is made for the general benefit of such company.
- (ii) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- (iii) This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof or any amendments hereto may be delivered by electronic mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.
- (iv) It is mutually understood and agreed that this Agreement will not be assigned in whole or in part without the prior written consent of the United States.
- (v) This Agreement contains the entire agreement between the parties related to the transaction contemplated hereby, and there are no other agreements, representations or warranties between the parties regarding the Property.

Liability. Grantee will be responsible to the extent provided under applicable Federal law for all claims resulting from the Government's actions in the Easement Area. In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. §§1346(b), 2671, et seq.)("Tort Claims Act"), Grantee shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused

by a negligent or wrongful act or omission by any employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude the Government from using any defense available at law or in equity.

**IN WITNESS WHEREOF**, the Seller and the United States have signed this Agreement on the day first above written.

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

**CITY OF DOUGLAS**

By: \_\_\_\_\_  
Name: Ana Urquijo  
Title: City Manager

**UNITED STATES OF AMERICA**

By and through the  
United States General Services Administration

By: \_\_\_\_\_  
Name: William Starrett Dinwiddie  
Contracting Officer

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**PORTION OF ASSESSOR'S PARCEL: 408-31-002E**

**PERMANENT EASEMENT:**

A PARCEL OF LAND, SITUATE IN SECTION 23, TOWNSHIP 24 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE, STATE OF ARIZONA, BEING A PORTION OF THAT 12.32 ACRE PARCEL SHOWN ON A SURVEY PREPARED BY THE I.B.W.C., FILED IN BOOK 0, PAGE 675, RECORDS OF SAID COCHISE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

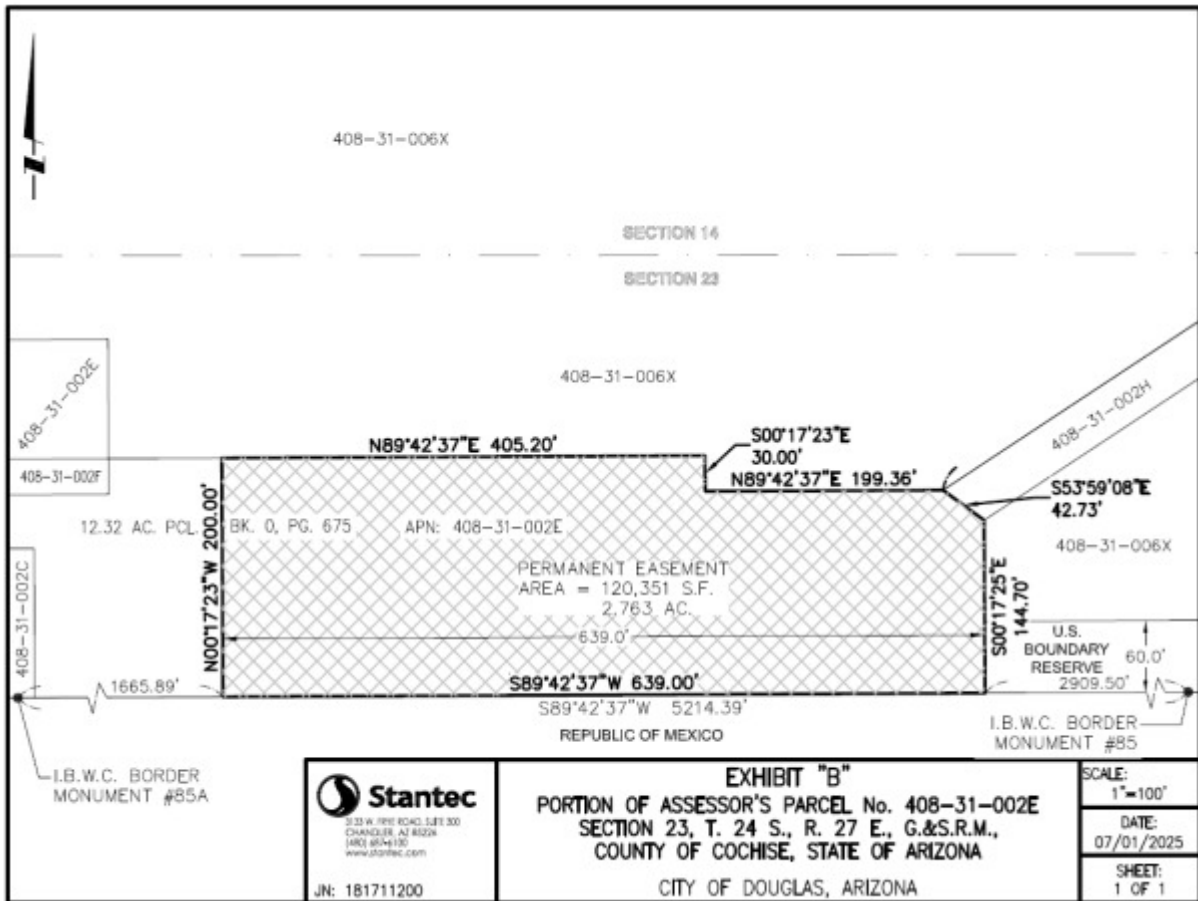
THE EASTERLY 639.00 FEET OF SAID PARCEL.

CONTAINING AN AREA OF 120,351 SQUARE FEET / 2.763 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RIGHTS OF WAY, IF ANY.

ALL AS SHOWN ON EXHIBIT 'B', ATTACHED HERETO AND BY THIS REFERENCE, MADE A PART HEREOF.

Project: Raul Hector Castro LPOE Expansion  
 Property Owner: City of Douglas  
 Property Address: APNs 408-31-002H and 408-31-002E



Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**PORTION OF ASSESSOR'S PARCEL: 408-31-002H**

THAT PORTION OF A **40.00-FOOT-WIDE STRIP** OF LAND DESCRIBED HEREIN, SITUATE IN SECTION 23, TOWNSHIP 24 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE, STATE OF ARIZONA, LYING SOUTHWESTERLY OF THAT COURSE NOTED AS COURSE 'A' IN THE DESCRIPTION OF THE **REFERENCE PARCEL**, CONTAINED HEREIN;

**40.00-FOOT-WIDE STRIP:**

COMMENCING AT THE CORNER COMMON TO SECTIONS 13, 14, 23, & 24, IN SAID TOWNSHIP 24 SOUTH, RANGE 27 EAST, SAID CORNER BEING MARKED BY A 2-1/2" BRASS-CAP, FROM SAID COMMON CORNER THE SOUTHEAST CORNER OF SAID SECTION 13, BEING MARKED BY A 1 1/2" IRON PIPE, BEARS SOUTH 89°54'05" EAST, 5303.81 FEET; ALSO FROM SAID COMMON CORNER, THE EAST LINE OF SAID SECTION 14

BEARS NORTH 00°39'47" EAST;

THENCE, NORTH 3°15'43" WEST, 423.70 FEET TO THE SOUTHEAST CORNER OF THAT 2.755 ACRE PARCEL SHOWN ON A SURVEY PREPARED BY THE IBWC, FILED IN BOOK 0, PAGE 675, RECORDS OF SAID COCHISE COUNTY;

THENCE, ALONG THE SOUTH LINE OF SAID 2.755 ACRE PARCEL, SOUTH 89°43'17" WEST, 300.00 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING THE **TRUE POINT OF BEGINNING** OF THE NORTHWESTERLY LINE OF SAID 40.00-FOOT-WIDE STRIP;

THENCE, SOUTH 56°35'26" WEST, 1128.54 FEET TO THE EASTERLY TERMINUS OF A PORTION OF THE NORTHERLY LINE OF THAT 12.32 ACRE PARCEL OF LAND SHOWN ON SAID IBWC MAP, SAID PORTION SHOWN AS 'EAST, 199.4 FEET' PER SAID MAP, SAID PORTION BEING A LINE, PARALLEL WITH AND 170.00 FEET NORTHERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID INTERNATIONAL BORDER;

THENCE, SOUTH 53°59'08" EAST, 42.73 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF A LINE, SAID LINE BEING PARALLEL WITH AND 40.00 FEET SOUTHEASTERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID COURSE HEREINABOVE DESCRIBED AS BEING "SOUTH 56°35'26" WEST, 1128.54 FEET" WITH THE EAST LINE OF SAID 12.32 ACRE PARCEL, SAID EAST LINE BEING PERPENDICULAR TO SAID INTERNATIONAL BORDER, PASSING THROUGH SAID INTERNATIONAL BORDER DISTANT THEREON NORTH 89°42'37" EAST, 2304.90 FEET FROM SAID IBWC MONUMENT NUMBER 85A;

THENCE, ALONG LAST SAID PARALLEL LINE, NORTH 56°35'26" EAST, 1174.81 FEET TO SAID SOUTH LINE OF SAID 2.755 ACRE PARCEL;

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

THENCE, SOUTH 89°43'17" WEST, 73.18 FEET TO SAID SOUTHWEST CORNER,  
SAID CORNER BEING THE  
**TRUE POINT OF BEGINNING.**

**REFERENCE PARCEL:**

A PARCEL OF LAND, SITUATE IN SECTIONS 14 AND 23, TOWNSHIP 24 SOUTH,  
RANGE 27 EAST, OF THE  
GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE,  
STATE OF ARIZONA, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF A LINE, SAID LINE BEING PARALLEL  
WITH AND 60.00 FEET  
NORTHERLY OF THE INTERNATIONAL BORDER BETWEEN THE UNITED STATES  
OF AMERICA AND THE REPUBLIC OF MEXICO, SAID BORDER BEING DEFINED  
BY A LINE BETWEEN THOSE INTERNATIONAL BORDER AND WATER  
COMMISSION (IBWC) MONUMENTS DESIGNATED AS MONUMENT NUMBER 85,  
SAID BEING MARKED BY A 5-FOOT TALL CONCRETE OBELYSK, LEANING  
NORTHERLY, (POSITION FOR SAID WAS MEASURED AT THE BASE OF SAID  
OBELYSK), AND MONUMENT NUMBER 85A, SAID BEING MARKED  
BY A 5-FOOT TALL CONCRETE OBELYSK, THE LINE FROM SAID MONUMENT  
NUMBER 85 TO SAID MONUMENT NUMBER 85A BEARS SOUTH 89°42'37" WEST,  
5214.39 FEET, WITH A LINE, SAID LINE BEING THE EAST LINE OF SAID SECTION  
23, THE NORTHEASTERLY CORNER OF WHICH BEING MARKED BY A 2-1/2"  
BRASS-CAP, FROM SAID NORTHEAST CORNER, THE EAST LINE OF SAID  
SECTION 23 BEARS SOUTH  
00°39'47" WEST;

THENCE, ALONG SAID PARALLEL LINE SOUTH 89°42'37" WEST, 1227.68 FEET TO  
THE EAST LINE OF THAT 12.32 ACRE PARCEL SHOWN ON A SURVEY  
PREPARED BY THE IBWC, FILED IN BOOK 0, PAGE 675, RECORDS OF SAID  
COCHISE COUNTY;

THENCE, ALONG SAID EASTERLY AND THE NORTHERLY LINE OF SAID PARCEL  
THE FOLLOWING COURSES:

NORTH 00°17'23" WEST, 84.70 FEET;

NORTH 53°59'08" WEST, 42.73 FEET;

SOUTH 89°42'37" WEST, 199.36 FEET;

NORTH 00°17'23" WEST, 30.00 FEET;

SOUTH 89°42'37" WEST, 305.00 FEET;

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

THENCE, LEAVING SAID NORTHERLY LINE, NORTH 25°31'00" EAST, 311.02 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 480.00 FEET NORTHERLY OF SAID INTERNATIONAL BORDER;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°42'37" EAST, 252.42 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 1385.45 FEET WESTERLY FROM THE EAST LINES OF SAID SECTIONS 14 AND 23;

THENCE, ALONG SAID PARALLEL LINE SOUTH 00°39'47" WEST, 165.02 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 315.00 FEET NORTHERLY OF SAID INTERNATIONAL BORDER;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°42'37" EAST 80.01 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 1305.45 FEET WESTERLY FROM THE EAST LINES OF SAID SECTIONS 14 AND 23; THENCE, IN A DIRECT LINE, SOUTH 77°18'29" EAST, 823.53 FEET TO THE INTERSECTION OF A LINE, SAID LINE BEING PARALLEL WITH AND 130.00 FEET NORTHERLY OF SAID INTERNATIONAL BORDER, WITH A LINE, SAID LINE BEING PARALLEL WITH AND 500.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 23, SAID COURSER TO BE REFERENCED HEREIN AS COURSE 'A';

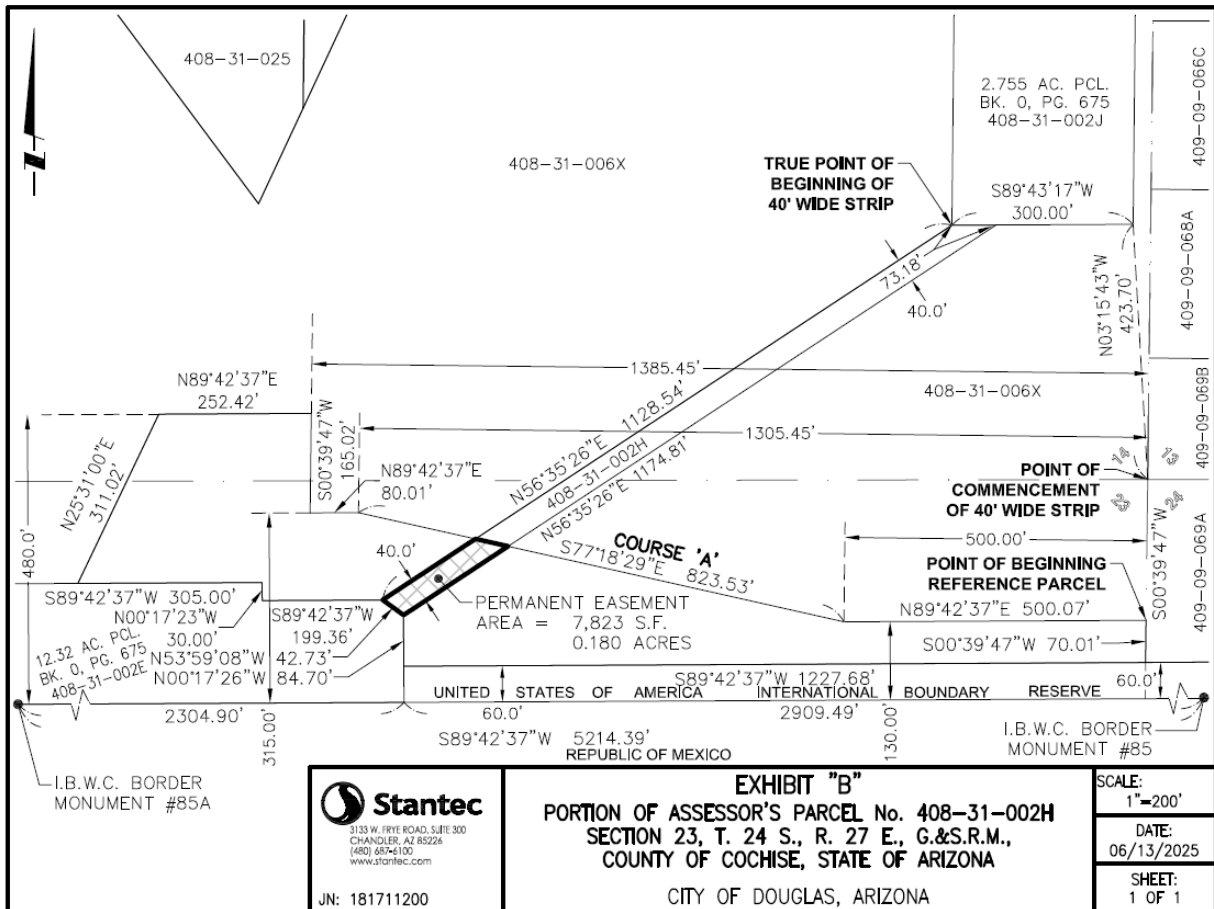
THENCE, PARALLEL WITH SAID INTERNATIONAL BORDER, NORTH 89°42'36" EAST, 500.07 FEET TO SAID EAST LINE OF SECTION 23;

THENCE, ALONG SAID EAST LINE, SOUTH 00°39'47" WEST, 70.01 FEET TO THE POINT OF BEGINNING;  
THE RESULTANT PORTION OF THE 40.00-FOOT-WIDE STRIP DESCRIBED HEREIN CONTAINING A NET AREA OF 7,823 SQUARE FEET / 0.180 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RIGHTS OF WAY, IF ANY.

ALL AS SHOWN ON EXHIBIT 'B', ATTACHED HERETO AND BY THIS REFERENCE, MADE A PART HEREOF.

Project: Raul Hector Castro LPOE Expansion  
 Property Owner: City of Douglas  
 Property Address: APNs 408-31-002H and 408-31-002E



**Stantec**  
 3133 W. FRYE ROAD, SUITE 300  
 CHANDLER, AZ 85226  
 (480) 857-4100  
 www.stantec.com  
 JN: 181711200

**EXHIBIT "B"**  
 PORTION OF ASSESSOR'S PARCEL No. 408-31-002H  
 SECTION 23, T. 24 S., R. 27 E., G.&S.R.M.,  
 COUNTY OF COCHISE, STATE OF ARIZONA  
 CITY OF DOUGLAS, ARIZONA

SCALE:  
 1" = 200'  
 DATE:  
 06/13/2025  
 SHEET:  
 1 OF 1

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

### **EXHIBIT C**

After recording mail to:

U.S. General Services Administration  
Public Buildings Service  
50 United Nations Plaza  
San Francisco, CA 94102

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **GRANT OF EASEMENT**

This Grant of Easement ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2026, by the City of Douglas, an incorporated municipality located in Cochise County, Arizona ("Grantor"), for the benefit of the UNITED STATES of AMERICA ("Grantee"), with reference to the following facts:

Grantor is the owner of certain real property located in the County of Cochise, State of Arizona, as more particularly set forth in Exhibits A, and B, attached hereto and incorporated herein by reference ("Servient Tenement");

Grantor has agreed to grant to Grantee an easement over the Servient Tenement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor grants the Easement to Grantee under these terms and conditions:

**Section 1. Grant of Easement.** Grantor hereby grants to Grantee a permanent and exclusive easement over, within and through a portion of the Servient Tenement that is specifically described in Exhibits A and B, for the Easement Purposes, as defined in Section 2 of this Agreement below ("Easement"), subject to all matters and encumbrances of record affecting the Servient Tenement, on the terms and conditions set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement, Grantor hereby reserves the right for its employees, contractors and agents to utilize the Servient

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

Tenement for pedestrian and vehicle ingress and egress, at any time, to the City of Douglas Wastewater Treatment Plant.

**Section 2. Easement Purposes.** “Easement Purposes” collectively means use of the Easement as is necessary, desirable or advisable for the following purposes:

- A. Pedestrian and vehicle ingress and egress by Grantee, its successors, assigns, tenants, contractors, and invitees.
- B. Construction, installation, use, maintenance, service and operation, and protection of a storm water channel, any associated power and communications lines, and all rights corresponding or incidental thereto. Grantee may permit other governmental entities, including federal, state, and local entities, and utility operators to exercise Grantee’s rights under this Easement.

**Section 3. Character of Easement.** The Easement is exclusive and includes the absolute right of Grantee to use Easement for the Easement Purposes, which use shall not be disturbed, interrupted, or impeded in any manner so long as Grantee is in compliance with the terms of this Agreement.

**Section 4. Term.** This Easement shall continue in perpetuity.

**Section 5. Maintenance and Repair.** Once constructed by Grantee, Grantor shall be solely responsible to conduct such maintenance to, and repair of, the storm water channel improvements; provided however, that if any such maintenance or repair is required in whole or in part by any act or omission of Grantee, its successors, assigns, tenants, contractors, or invitees, Grantee will be responsible for the cost of such maintenance and repair.

**Section 6. No Removal Obligation.** Notwithstanding anything to the contrary contained in this Agreement, upon termination of this Agreement, Grantee will have no obligation to restore the Servient Tenement to its previous condition or to remove any improvements constructed on or within the Easement.

**Section 7. No Impediment to Use.** No barriers of any sort or kind that prevent or impair the use of the Easement, or the exercise or performance of any of the Easement Purposes will be constructed, maintained, or permitted on the Easement, or any portion thereof, by Grantor.

**Section 8. General Provisions.**

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

A. Successors and Assigns. The provisions of this Agreement are intended to and will bind and inure to the benefit of Grantor and Grantee, their successors and assigns. Grantee may permit other governmental entities and utility operators to exercise Grantee's rights under this Easement.

B. Notices. All notices given pursuant to this Agreement must be in writing and delivered by the United States Postal Service or established express delivery service with postage or delivery prepaid, return receipt requested, and addressed to the person and address designated below:

Grantor  
The City of Douglas  
Attn: City Manager  
425 10th Street  
Douglas, AZ 85607

Grantee

US General Services Administration  
Public Buildings Service  
50 United Nations Plaza  
San Francisco, CA 94102

Such addresses may be changed by notice to the other parties given in the same manner as provided above.

C. Entire Agreement/Amendment. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by Grantor and Grantee or their respective successors or assigns. This Agreement will be effective upon the date recorded.

D. Liability. Grantee will be responsible to the extent provided under applicable Federal law for all claims resulting from the Government's actions in the Easement Area. In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. §§ 1346(b), 2671, et seq.)("Tort Claims Act"), Grantee shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission by any employee of the Government while

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude the Government from using any defense available at law or in equity.

E. Signature/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first forth hereinabove.

GRANTOR:

City of Douglas  
An incorporated municipality  
By: \_\_\_\_\_  
Name: Ana Urquijo  
Title: City Manager

GRANTEE:

United State of America  
By: \_\_\_\_\_  
Title: Contracting Officer

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**PORTION OF ASSESSOR'S PARCEL: 408-31-002E**

**PERMANENT EASEMENT:**

A PARCEL OF LAND, SITUATE IN SECTION 23, TOWNSHIP 24 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE, STATE OF ARIZONA, BEING A PORTION OF THAT 12.32 ACRE PARCEL SHOWN ON A SURVEY PREPARED BY THE I.B.W.C., FILED IN BOOK 0, PAGE 675, RECORDS OF SAID COCHISE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

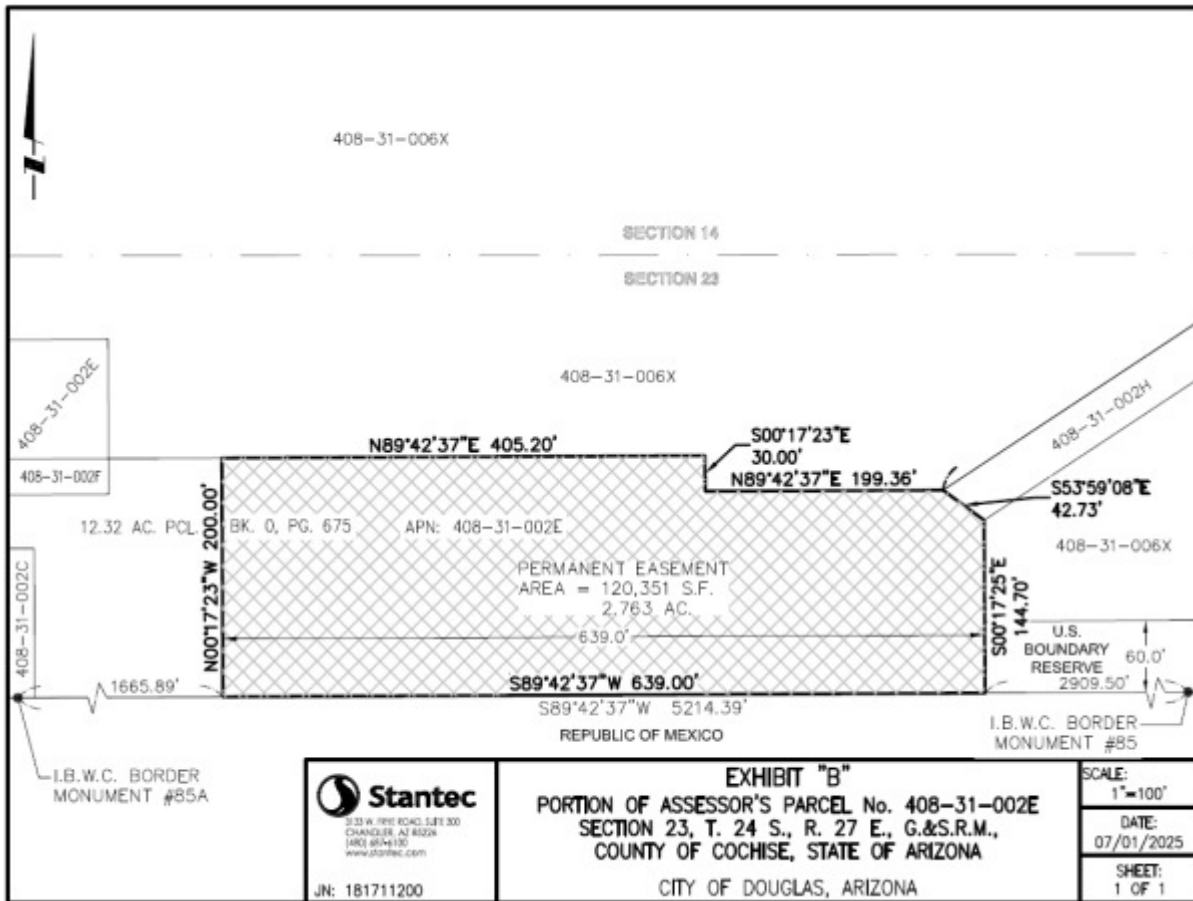
THE EASTERLY 639.00 FEET OF SAID PARCEL.

CONTAINING AN AREA OF 120,351 SQUARE FEET / 2.763 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RIGHTS OF WAY, IF ANY.

ALL AS SHOWN ON EXHIBIT 'B', ATTACHED HERETO AND BY THIS REFERENCE, MADE A PART HEREOF.

Project: Raul Hector Castro LPOE Expansion  
 Property Owner: City of Douglas  
 Property Address: APNs 408-31-002H and 408-31-002E



**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**PORTION OF ASSESSOR'S PARCEL: 408-31-002H**

THAT PORTION OF A **40.00-FOOT-WIDE STRIP** OF LAND DESCRIBED HEREIN, SITUATE IN SECTION 23, TOWNSHIP 24 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE, STATE OF ARIZONA, LYING SOUTHWESTERLY OF THAT COURSE NOTED AS COURSE 'A' IN THE DESCRIPTION OF THE **REFERENCE PARCEL**, CONTAINED HEREIN;

**40.00-FOOT-WIDE STRIP:**

COMMENCING AT THE CORNER COMMON TO SECTIONS 13, 14, 23, & 24, IN SAID TOWNSHIP 24 SOUTH, RANGE 27 EAST, SAID CORNER BEING MARKED BY A 2-1/2" BRASS-CAP, FROM SAID COMMON CORNER THE SOUTHEAST CORNER OF SAID SECTION 13, BEING MARKED BY A 1 1/2" IRON PIPE, BEARS SOUTH89°54'05" EAST, 5303.81 FEET; ALSO FROM SAID COMMON CORNER, THE EAST LINE OF SAID SECTION 14

BEARS NORTH 00°39'47" EAST;

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

THENCE, NORTH 3°15'43" WEST, 423.70 FEET TO THE SOUTHEAST CORNER OF THAT 2.755 ACRE PARCEL ACRE PARCEL SHOWN ON A SURVEY PREPARED BY THE IBWC, FILED IN BOOK 0, PAGE 675, RECORDS OF SAID COCHISE COUNTY;

THENCE, ALONG THE SOUTH LINE OF SAID 2.755 ACRE PARCEL, SOUTH 89°43'17" WEST, 300.00 FEET TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING THE **TRUE POINT OF BEGINNING** OF THE NORTHWESTERLY LINE OF SAID 40.00-FOOT-WIDE STRIP;

THENCE, SOUTH 56°35'26" WEST, 1128.54 FEET TO THE EASTERLY TERMINUS OF A PORTION OF THE NORTHERLY LINE OF THAT 12.32 ACRE PARCEL OF LAND SHOWN ON SAID IBWC MAP, SAID PORTION SHOWN AS 'EAST, 199.4 FEET' PER SAID MAP, SAID PORTION BEING A LINE, PARALLEL WITH AND 170.00 FEET NORTHERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID INTERNATIONAL BORDER;

THENCE, SOUTH 53°59'08" EAST, 42.73 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF A LINE, SAID LINE BEING PARALLEL WITH AND 40.00 FEET SOUTHEASTERLY FROM, AS MEASURED AT RIGHT ANGLES, SAID COURSE HEREINABOVE DESCRIBED AS BEING "SOUTH 56°35'26" WEST, 1128.54 FEET" WITH THE EAST LINE OF SAID 12.32 ACRE PARCEL, SAID EAST LINE BEING PERPENDICULAR TO SAID INTERNATIONAL BORDER, PASSING THROUGH SAID INTERNATIONAL BORDER DISTANT THEREON NORTH 89°42'37" EAST, 2304.90 FEET FROM SAID IBWC MONUMENT NUMBER 85A;

THENCE, ALONG LAST SAID PARALLEL LINE, NORTH 56°35'26" EAST, 1174.81 FEET TO SAID SOUTH LINE OF SAID 2.755 ACRE PARCEL;

THENCE, SOUTH 89°43'17" WEST, 73.18 FEET TO SAID SOUTHWEST CORNER, SAID CORNER BEING THE **TRUE POINT OF BEGINNING**.

**REFERENCE PARCEL:**

A PARCEL OF LAND, SITUATE IN SECTIONS 14 AND 23, TOWNSHIP 24 SOUTH, RANGE 27 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE, STATE OF ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF A LINE, SAID LINE BEING PARALLEL WITH AND 60.00 FEET NORTHERLY OF THE INTERNATIONAL BORDER BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF MEXICO, SAID BORDER BEING DEFINED BY A LINE BETWEEN THOSE INTERNATIONAL BORDER AND WATER COMMISSION (IBWC) MONUMENTS DESIGNATED AS MONUMENT NUMBER 85,

Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

SAID BEING MARKED BY A 5-FOOT TALL CONCRETE OBELYSK, LEANING NORTHERLY, (POSITION FOR SAID WAS MEASURED AT THE BASE OF SAID OBELYSK), AND MONUMENT NUMBER 85A, SAID BEING MARKED BY A 5-FOOT TALL CONCRETE OBELYSK, THE LINE FROM SAID MONUMENT NUMBER 85 TO SAID MONUMENT NUMBER 85A BEARS SOUTH 89°42'37" WEST, 5214.39 FEET, WITH A LINE, SAID LINE BEING THE EAST LINE OF SAID SECTION 23, THE NORTHEASTERLY CORNER OF WHICH BEING MARKED BY A 2-1/2" BRASS-CAP, FROM SAID NORTHEAST CORNER, THE EAST LINE OF SAID SECTION 23 BEARS SOUTH 00°39'47" WEST;

THENCE, ALONG SAID PARALLEL LINE SOUTH 89°42'37" WEST, 1227.68 FEET TO THE EAST LINE OF THAT 12.32 ACRE PARCEL SHOWN ON A SURVEY PREPARED BY THE IBWC, FILED IN BOOK 0, PAGE 675, RECORDS OF SAID COCHISE COUNTY;

THENCE, ALONG SAID EASTERLY AND THE NORTHERLY LINE OF SAID PARCEL THE FOLLOWING COURSES:

NORTH 00°17'23" WEST, 84.70 FEET;

NORTH 53°59'08" WEST, 42.73 FEET;

SOUTH 89°42'37" WEST, 199.36 FEET;

NORTH 00°17'23" WEST, 30.00 FEET;

SOUTH 89°42'37" WEST, 305.00 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, NORTH 25°31'00" EAST, 311.02 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 480.00 FEET NORTHERLY OF SAID INTERNATIONAL BORDER;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°42'37" EAST, 252.42 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 1385.45 FEET WESTERLY FROM THE EAST LINES OF SAID SECTIONS 14 AND 23;

THENCE, ALONG SAID PARALLEL LINE SOUTH 00°39'47" WEST, 165.02 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 315.00 FEET NORTHERLY OF SAID INTERNATIONAL BORDER;

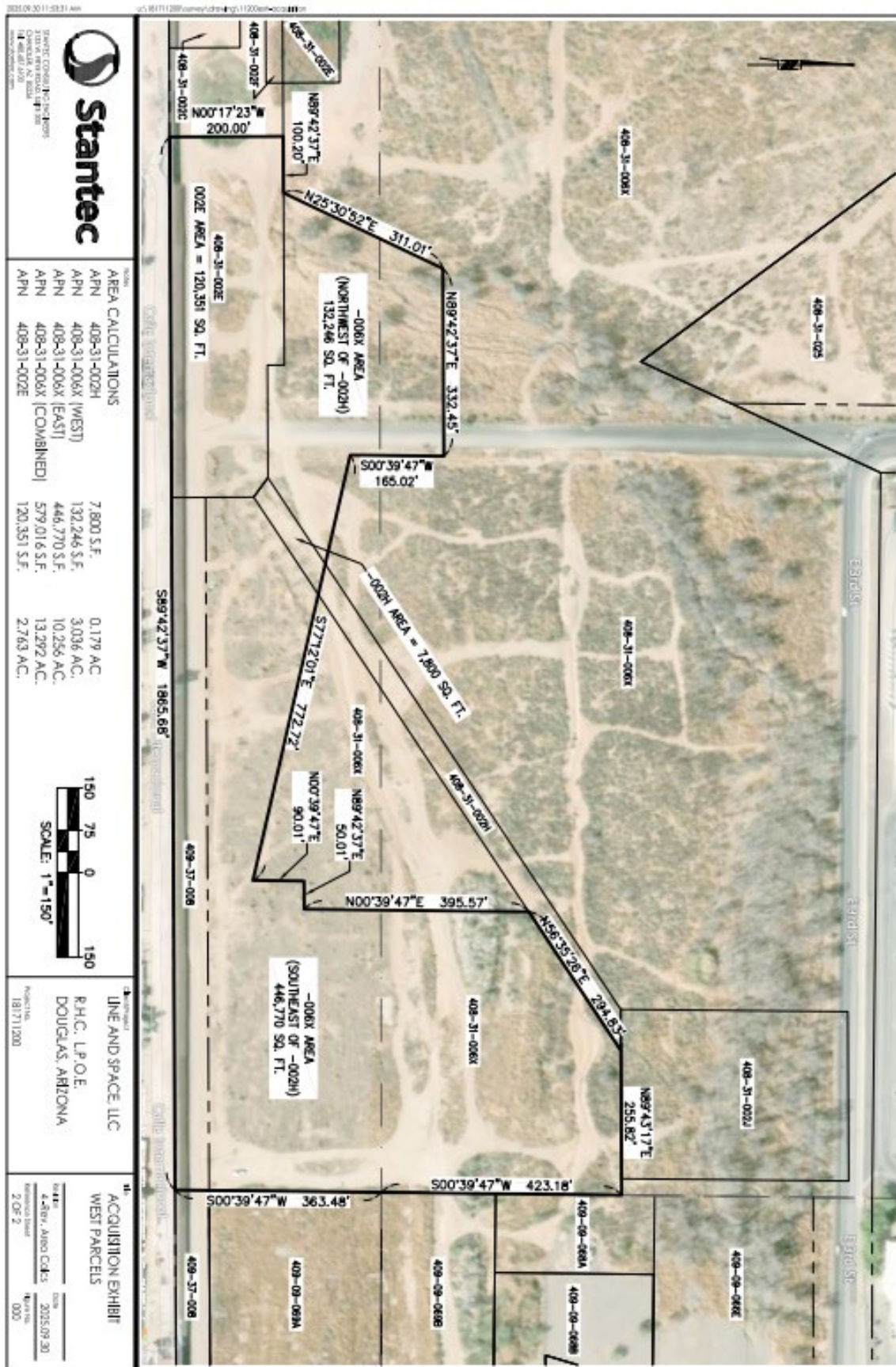
THENCE, ALONG SAID PARALLEL LINE, NORTH 89°42'37" EAST 80.01 FEET TO A LINE, SAID LINE BEING PARALLEL WITH AND 1305.45 FEET WESTERLY FROM THE EAST LINES OF SAID SECTIONS 14 AND 23; THENCE, IN A DIRECT LINE, SOUTH 77°18'29" EAST, 823.53 FEET TO THE INTERSECTION OF A LINE, SAID LINE BEING PARALLEL WITH AND 130.00 FEET NORTHERLY OF SAID INTERNATIONAL BORDER, WITH A LINE, SAID LINE BEING PARALLEL WITH AND



Project: Raul Hector Castro LPOE Expansion  
Property Owner: City of Douglas  
Property Address: APNs 408-31-002H and 408-31-002E

**EXHIBIT D**





**AREA CALCULATIONS**

APN	Area	Area
408-31-002H	7,800 S.F.	0.179 AC
408-31-002E	132,246 S.F.	3.036 AC
408-31-006X (WEST)	446,770 S.F.	10.256 AC
408-31-006X (EAST)	579,016 S.F.	13.292 AC
408-31-002E (COMBINED)	120,351 S.F.	2.763 AC



**LINE AND SPACE, LLC**  
 P.H.C. LP O.E.  
 DOUGLAS, ARIZONA  
 PROJECT NO. 181711200

**ACQUISITION EXHIBIT**  
 WEST PARCELS  
 DATE: 4/26/2023  
 DRAWN BY: ABBQ CCL-5  
 CHECKED BY: ABBQ CCL-5  
 SCALE: 2 OF 2  
 SHEET NO. 003