



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: December 15, 2015

or Procurement Director Award

**Contractor/Vendor Name (DBA):** PRF3, LLC, an Arizona Limited Liability Company ("Donor")

**Project Title/Description:**

Acceptance by County of Donation of Twenty-Seven Acres (27) of Open Space in Fee. [Supervisor District 1].

**Purpose:**

Donor owns approximately 27 acres of undeveloped open space located adjacent to and west of the County-owned Cochie Canyon property in the Tortolita Mountains. Donor wishes to donate and County wishes to accept a donation of the subject parcel (APN 218-10-005V) (the "Donation Parcel") from Donor. Donor's donation will be subject to an express restriction prohibiting residential and commercial development and subdivision or splitting of the Donation Parcel into smaller parcels. County is willing to accept the donation subject to the referenced restrictions which will be set forth in the Deed. Donor is also Lessor under a Grazing Lease which covers the Donation Parcel and is desirous of assigning Lessor's interest in the Grazing Lease to County. County is willing to accept the Assignment of the Grazing Lease as well.

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**Program Goals/Predicted Outcomes:**

County will obtain by donation a valuable parcel of undeveloped real property consisting of approximately 27 acres in the area of Cochie Canyon, in the Tortolita Mountains.

**Public Benefit:**

The 27 acre Donation will remain in its current natural condition in perpetuity benefiting the citizens of Pima County with additional valuable open space, free from future commercial development, at no cost to County other than the cost of insuring title.

**Metrics Available to Measure Performance:**

The Property measures 27 acres. No purchase price is involved since this is a donation. Donor very recently paid \$70,000.00 to acquire the Donation Parcel. Real Property chief appraiser advised to utilize a value of \$70,000.00 for purposes of insuring title to the Donation Parcel. Estimated escrow fees and cost of title insurance premium to insure title for \$70,000.00 will not exceed \$2,500.00.

**Retroactive:**

No.

REC-0315M0200P00CK0F00

*TO: COB - 12.3-15 (1)  
Ver. - 1  
Pgs. - 26 Addendum*

Procure Dept 12/03/15 PM 09:52

**Original Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 16\* 164

Effective Date: 12/15/2015 Termination Date: 12/14/2020 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ Not to Exceed \$2,500.00  Revenue Amount: \$ -0-

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: Not to Exceed \$2,500.00

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Michael D. Stofko

Department: Real Property Services Telephone: 520-724-6667

Department Director Signature/Date: [Signature] 12-23-2015

Deputy County Administrator Signature/Date: [Signature] 12/2/15

County Administrator Signature/Date: [Signature] 12/2/15  
*(Required for Board Agenda/Addendum Items)*

**RESOLUTION AND ORDER NO. 2015 - \_\_\_\_\_**

**RESOLUTION OF THE PIMA COUNTY BOARD OF  
SUPERVISORS ACCEPTING A DONATION OF A 27 ACRE  
PARCEL OF UNDEVELOPED REAL PROPERTY FROM  
PRF3, LLC, AND DESIGNATING THE DONATION PARCEL  
AS PART OF THE COUNTY PARKS SYSTEM**

**The Board of Supervisors of Pima County, Arizona finds:**

1. PRF3, LLC, an Arizona Limited Liability Company (“Donor”) owns a twenty-seven (27) acre parcel of land adjacent to the County-owned Cochie Canyon property in the Tortolita Mountains (the “Donation Parcel”).
2. Donor is also successor Lessor of a Grazing Lease over and upon the Donation Parcel, under which Donald Carpenter is Lessee.
3. Donor is desirous of conveying to the County, by donation, the entirety of the Donation Parcel in fee, subject to an express deed restriction prohibiting development, lot splitting or subdivision of the Donation Parcel, as well as Lessor’s interest under the Grazing Lease.
4. County is desirous of accepting the Donation of the Donation Parcel from Donor subject to the referenced Deed Restrictions, and the Lessor’s interest in the Grazing Lease.
5. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the County; and
6. County has the authority under A.R.S. Section 11-932 to acquire lands and dedicate the same as Parks; and
7. The Donation Parcel is being acquired for open space and conservation values and will be administered by the Pima County Department of Natural Resources, Parks and Recreation;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Donation Agreement is hereby approved.

2. The Chair is hereby authorized and directed to sign the Donation Agreement, the Deed to the Donation Parcel, and the Assignment of Lessor's Interest in Grazing Lease on behalf of the Pima County Board of Supervisors accepting title to the Donation Parcel.

3. The Chair is also hereby authorized to sign any and all additional documents related to the acquisition of the Donation Parcel for the Pima County Board of Supervisors.

4. The Pima County Board of Supervisors hereby designates the Donation Parcel, as and when the Deed is recorded, as part of the Pima County Parks System.

5. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of December, 2015.

**PIMA COUNTY BOARD OF SUPERVISORS:**

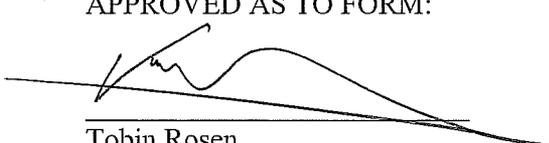
\_\_\_\_\_  
Sharon Bronson, Chair

Date: \_\_\_\_\_

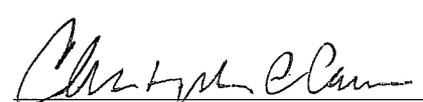
ATTEST:

\_\_\_\_\_  
Robin Brigode  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen  
Deputy County Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Cawein, Director  
Pima County Natural Resources  
Parks and Recreation Department

<p><b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Accept Donation of Real Property Consisting of Approximately 27 Fee Acres; Pay Closing Costs</b></p> <p><b>DONOR: PRF3, LLC, an Arizona Limited Liability Company</b></p> <p><b>AMOUNT: Not to Exceed \$2,500.00</b></p>	<table border="1"> <tr> <td data-bbox="901 306 1419 357" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="901 357 1419 419">NO. <u>CT-PW-1400000000000000/64</u></td> </tr> <tr> <td data-bbox="901 419 1419 459">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="901 459 1419 582">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CT-PW-1400000000000000/64</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-PW-1400000000000000/64</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

### AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between PRF3, LLC, an Arizona Limited Liability Company ("**Donor**") and Pima County, a political subdivision of the State of Arizona ("**Donee**"). Donor and Donee are hereinafter referred to collectively as the "**Parties**". This Agreement shall be effective on the date Donor and Donee have executed this Agreement (the "**Effective Date**"). The date Donee signs is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors

2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately twenty-seven (27) acres, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto, and commonly known as Assessor's Tax Parcel 218-10-005V including all structures and improvements situated thereon, if any, (the "**Property**");

2.2. Donor desires to donate the Property to Donee, subject to those terms and conditions as set forth with specificity in this Agreement; and

2.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

### 3. **Donation.**

3.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, if any, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit C** attached hereto.

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

3.3. Donor acknowledges and agrees that the decision to donate the Property was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

### 4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall

be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

4.5. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

## 5. **Donor's Covenants.**

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

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

5.3. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

6. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Property.

7. **Closing.**

7.1 Closing. The Closing shall take place at Stewart Title and Trust of Tucson, Kim Moss, Escrow Agent, after completion of the Inspection Period, but no later than December 31, 2015, unless otherwise agreed to by the Parties.

7.2 Prorations. The date of closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to closing; and property taxes shall be prorated based upon the date of closing.

7.3 Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

7.3.1 an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit D** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions and to the Deed Restrictions expressly set forth therein;

7.3.2 one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and

appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

7.3.3 possession of the Property.

7.4 Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs are expected to be as follows:

\$ _____	0.00	Acquisition Amount
\$ _____	2,500.00	Estimated County Closing Costs
\$ _____	<u>2,500.00</u>	<b>TOTAL NOT TO EXCEED AMOUNT</b>

8. **Donor's Right of Entry.** In the event Donor needs to enter the Property following Closing for the specific and limited purpose of conducting a non-ground-disturbing inventory of cacti and other plants, this Agreement shall operate as a Right of Entry to the Property in favor of Donor for a period of time not to exceed sixty (60) days/months following the Close of Escrow.

9. **Donor's Right to Retain Credits.** Following Closing, and notwithstanding conveyance of fee title to the Property to Donee, the Parties agree that Donor may utilize any and all available credits related to the Property for purposes of mitigation plants (i.e., Saguaro cactus and Ironwood Trees) for the Native Plant Preservation Ordinance Plan associated with the PRF3 Subdivision Plat.

10. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

11. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

12. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

The Parties have signed this Agreement on the dates set forth below.

**Donor: PRF3, LLC,  
An Arizona Limited Liability Company:**



\_\_\_\_\_  
Ronna L. Fickbohm, Manager

Nov 9, 2015

\_\_\_\_\_  
Date

*REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK*

**Donee: Pima County, a body politic and corporate of the State of Arizona:**

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

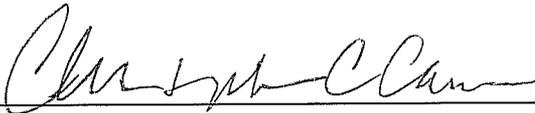
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of Board

\_\_\_\_\_  
Date

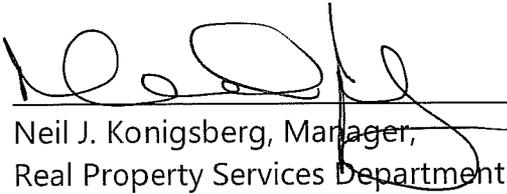
APPROVED AS TO CONTENT:



\_\_\_\_\_  
Chris Cawein, Director, Natural Resources  
Parks & Recreation Department

11/6/15

\_\_\_\_\_  
Date



\_\_\_\_\_  
Neil J. Konigsberg, Manager,  
Real Property Services Department

11-23-15

\_\_\_\_\_  
Date

APPROVED AS TO FORM:



\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: 218-10-005V

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of the South half of the Northwest quarter of Section 10, Township 11 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being a portion of property described in Docket 13330, page 3209 more particularly described as follows:

Beginning at a General land Office brass capped pipe marking the Southwest corner of said Northwest quarter;

Thence along the West line of said "Record Parcel", being the measured West line of the Southwest quarter of said Northwest quarter (from said GLO monument to an ACP 7599 at the Northwest corner thereof), North 00°, 10', 35", West, 243.41 feet (calculated) to a point lying 30 feet North (measured perpendicularly) of the measured centerline of Cochie Canyon Trail, said point being the True Point of Beginning;

Thence continuing along the said measured West line of the Southwest quarter of said Northwest quarter, common with the West line of said "Record Parcel", North 00°, 10', 35", West, 1,073.52 feet (calculated) to the Northwest corner thereof, marked by an aluminum capped rebar stamped RSL 7599;

Thence along the measured North line of the Southwest quarter of said Northwest quarter, common with the North line of said "Record Parcel", North 89°, 42', 42", East, 1,322.51 feet to the Northeast corner thereof, marked by an aluminum capped rebar stamped RSL 7599;

Thence Easterly along the measured North line of the Southeast quarter of said Northwest quarter, common with the North line of said "Record Parcel", North 89°, 44', 55", East, 492.72 feet to a point lying 30 feet Northwest (measured perpendicularly) of the measured centerline of said Cochie Canyon Trail, said point establishing the Northeast corner of the subject parcel herein described;

Thence Southwesterly along a line being parallel with and 30.00 feet North of the measured centerline of said Cochie Canyon Trail, South 31°, 17', 38", West, 49.36 feet to a point of curve;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the right, having a radius of 1,170.00 feet and a delta of 25°, 04', 01", an arc length of 511.875 feet to a point of tangency;

Thence Southwesterly along said parallel line, South 56°, 21', 39", West, 350.00 feet to a point of curve;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the right, having a radius of 510.00 feet and a delta of 31°, 19', 15", an arc length of 278.79 feet to a point of tangency;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the left, having a radius of 455.00 feet and a delta of 37°, 04', 25", an arc length of 294.41 feet to a point of tangency;

Thence Southwesterly along said parallel line, South 50°, 36', 29", West, 190.00 feet to a point of curve;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the right, having a radius of 170.00 feet and a delta of 32°, 56', 42", an arc length of 97.75 feet to a point of tangency;

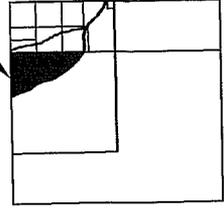
Thence Southwesterly along said parallel line on the arc of a tangent curve to the left, having a radius of 780.00 feet and a delta of 19°, 51', 45", an arc length of 270.40 feet to a point of tangency;

Thence Southwesterly along said parallel line, South 63°, 41', 26", West, 130.77 feet to the True Point of Beginning;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.            jv arb: 23

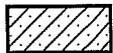
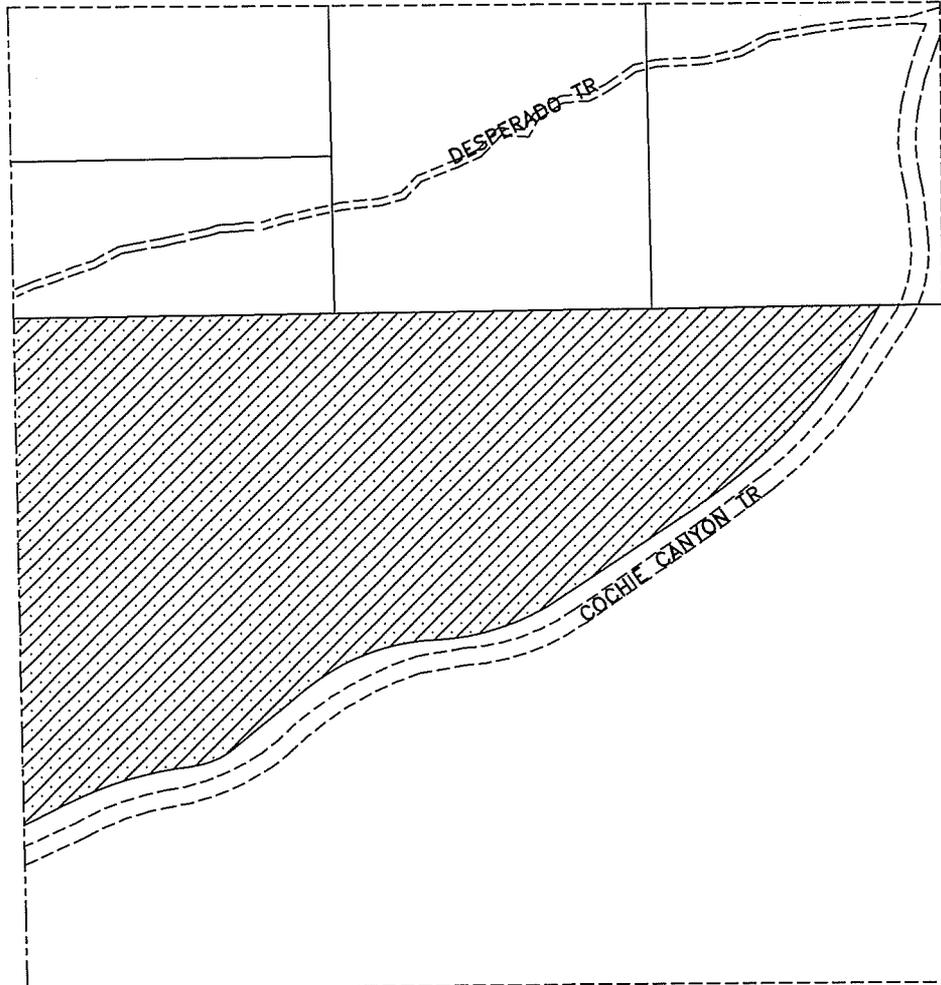
SECTION 10  
TOWNSHIP 11 SOUTH  
RANGE 12 EAST

SUBJECT AREA



SECTION 10  
G&SRBM  
PIMA COUNTY, ARIZONA

PRF3, LLC Donation Parcel, APN 218-10-005V



PARCEL



15024

PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION SYSTEMS DIVISION

DRAWING NOT TO SCALE

DRAWN BY: L. SAGARNAGA

DATE: JUL 2015

**Exhibit "B"**

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

File No.: 05504-11282

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2015.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 6260, page 454.
6. Easement for ingress, egress and utilities reserved therein and rights incident thereto, as set forth in instrument recorded in Docket 6260, page 457.
7. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 6657, page 564.
8. Memorandum by the Pima County Board of Supervisors to name easement recorded in Docket 8949, page 655 and 659.
9. Deed of Easement for Ingress, egress and utilities recorded in Docket 10266, page 7.
10. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 10266, page 11.
11. Deed of Easement for ingress, egress, road and utility purposes in Docket 12082, page 4628.
12. Unrecorded Grazing Lease dated August 1, 2006 by and between:  
Lessor: Holly S. Lachowicz  
Lessee: Donald H. Carpenter  
  
Assignment of Beneficial Interest in Grazing Lease (Lessor's Interest) to Holly S. Lachowicz, as Trustee of the HSL Revocable Trust dated April 11, 2008;  
All as disclosed by instrument recorded June 18, 2008 in Docket 13330, page 3218.
13. Matters as disclosed in survey recorded in Book 65 of Record of Survey, page 81.

EXHIBIT       <sup>"C"</sup>

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B

File No.: 05504-11282

14. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within any wash or arroyo and its tributaries.
15. Any loss or damage by reason of lack of recorded access to and from a dedicated street or highway to the land described herein.
16. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

When Recorded Return to:  
Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

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Exempt from Affidavit of Value per A.R.S. Section 11-1134(A) (3)

### Special Warranty Deed

By donation, PRF3, LLC, an Arizona Limited Liability Company, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

**As described in Exhibit "A" and depicted in Exhibit "B" attached hereto.**

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

Subject, further, to an express restriction upon any residential or commercial development, subdivision or splitting of the Property into smaller parcels (the "Deed Restriction"). The Deed Restriction shall run with the Property in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the Grantor as well as the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. In the event that Grantee or any assignee of Grantee undertakes any development, subdivision, splitting or other conveyance of all or any portion of the Property for the purpose of residential or commercial development in violation of this Deed Restriction, then this deed shall be of no further force or effect and title to the Property shall automatically revert to Grantor or to Grantor's heirs.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements, if any, situated on the Restricted Property at the time of the recording of this Deed in any manner, or the maintenance, repair and replacement of such existing improvements on the Restricted Property. The following activities anywhere on the Property are not in violation of the Deed Restriction and shall be considered permitted activities for purposes of the Deed Restriction:



ACCEPTED AND AGREED:

GRANTEE: PIMA COUNTY, a Political  
Subdivision of the State of Arizona

By \_\_\_\_\_  
Chair, Pima County Board of  
Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Chris Cawein, Director, Natural  
Resources Parks & Recreation Department

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Tobin Rosen, Deputy Pima County  
Attorney, Civil Division

\_\_\_\_\_  
Date

EXHIBIT ONLY -- NOT FOR SIGNATURE

When Recorded Return to:  
Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

---

Exempt from Affidavit of Value per A.R.S. Section 11-1134(A) (3)

### **Special Warranty Deed**

By donation, PRF3, LLC, an Arizona Limited Liability Company, the “Grantor” herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the “Grantee” herein, the following real property (the “Property”) situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

**As described in Exhibit “A” and depicted in Exhibit “B” attached hereto.**

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

Subject, further, to an express restriction upon any residential or commercial development, subdivision or splitting of the Property into smaller parcels (the “Deed Restriction”). The Deed Restriction shall run with the Property in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the Grantor as well as the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. In the event that Grantee or any assignee of Grantee undertakes any development, subdivision, splitting or other conveyance of all or any portion of the Property for the purpose of residential or commercial development in violation of this Deed Restriction, then this deed shall be of no further force or effect and title to the Property shall automatically revert to Grantor or to Grantor’s heirs.

The Deed Restriction is not intended to and will not operate to restrict Grantee’s use of the structures or improvements, if any, situated on the Restricted Property at the time of the recording of this Deed in any manner, or the maintenance, repair and replacement of such existing improvements on the Restricted Property. The following activities anywhere on the Property are not in violation of the Deed Restriction and shall be considered permitted activities for purposes of the Deed Restriction:

Vegetation removal and/or alteration as reasonable and necessary for habitat improvements, to promote the recovery or reestablishment of native species, and/or for fencing, maintaining utility easements or livestock developments, and residential needs;

Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements;

Replacement of existing wells, pumps, pipelines, windmills, sewer or septic systems, and storage tanks as necessary for permitted operations on the Restricted Property, along with maintenance and repair of existing water, sewer or septic developments;

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, and horseback riding; and/or

Wildlife management activities carried out in cooperation with the Arizona Game and Fish Department.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to matters above set forth.

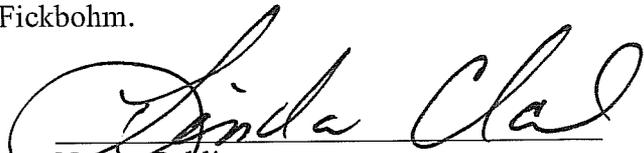
PRF3, LLC, an Arizona Limited Liability Company

  
\_\_\_\_\_  
Ronna L. Fickbohm, Manager

Nov 9, 2015  
\_\_\_\_\_  
DATE

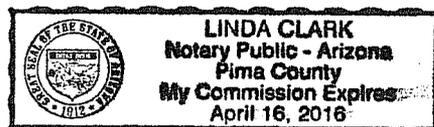
STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Ronna L. Fickbohm.

  
\_\_\_\_\_  
Notary Public

My commission Expires:

4/16/16  
\_\_\_\_\_



ACCEPTED AND AGREED:

GRANTEE: PIMA COUNTY, a Political  
Subdivision of the State of Arizona

By \_\_\_\_\_  
Chair, Pima County Board of  
Supervisors

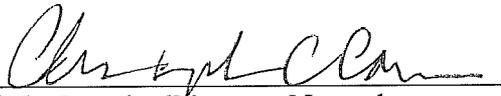
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Date

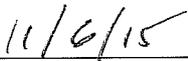
ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

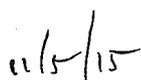
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Cawein, Director, Natural  
Resources Parks & Recreation Department

  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy Pima County  
Attorney, Civil Division

  
\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of the South half of the Northwest quarter of Section 10, Township 11 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being a portion of property described in Docket 13330, page 3209 more particularly described as follows:

Beginning at a General land Office brass capped pipe marking the Southwest corner of said Northwest quarter;

Thence along the West line of said "Record Parcel", being the measured West line of the Southwest quarter of said Northwest quarter (from said GLO monument to an ACP 7599 at the Northwest corner thereof), North 00°, 10', 35", West, 243.41 feet (calculated) to a point lying 30 feet North (measured perpendicularly) of the measured centerline of Cochie Canyon Trail, said point being the True Point of Beginning;

Thence continuing along the said measured West line of the Southwest quarter of said Northwest quarter, common with the West line of said "Record Parcel", North 00°, 10', 35", West, 1,073.52 feet (calculated) to the Northwest corner thereof, marked by an aluminum capped rebar stamped RSL 7599;

Thence along the measured North line of the Southwest quarter of said Northwest quarter, common with the North line of said "Record Parcel", North 89°, 42', 42", East, 1,322.51 feet to the Northeast corner thereof, marked by an aluminum capped rebar stamped RSL 7599;

Thence Easterly along the measured North line of the Southeast quarter of said Northwest quarter, common with the North line of said "Record Parcel", North 89°, 44', 55", East, 492.72 feet to a point lying 30 feet Northwest (measured perpendicularly) of the measured centerline of said Cochie Canyon Trail, said point establishing the Northeast corner of the subject parcel herein described;

Thence Southwesterly along a line being parallel with and 30.00 feet North of the measured centerline of said Cochie Canyon Trail, South 31°, 17', 38", West, 49.36 feet to a point of curve;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the right, having a radius of 1,170.00 feet and a delta of 25°, 04', 01", an arc length of 511.875 feet to a point of tangency;

Thence Southwesterly along said parallel line, South 56°, 21', 39", West, 350.00 feet to a point of curve;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the right, having a radius of 510.00 feet and a delta of 31°, 19', 15", an arc length of 278.79 feet to a point of tangency;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the left, having a radius of 455.00 feet and a delta of 37°, 04', 25", an arc length of 294.41 feet to a point of tangency;

Thence Southwesterly along said parallel line, South 50°, 36', 29", West, 190.00 feet to a point of curve;

Thence Southwesterly along said parallel line on the arc of a tangent curve to the right, having a radius of 170.00 feet and a delta of 32°, 56', 42", an arc length of 97.75 feet to a point of tangency;

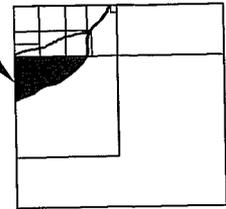
Thence Southwesterly along said parallel line on the arc of a tangent curve to the left, having a radius of 780.00 feet and a delta of 19°, 51', 45", an arc length of 270.40 feet to a point of tangency;

Thence Southwesterly along said parallel line, South 63°, 41', 26", West, 130.77 feet to the True Point of Beginning;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.            jv arb: 23

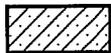
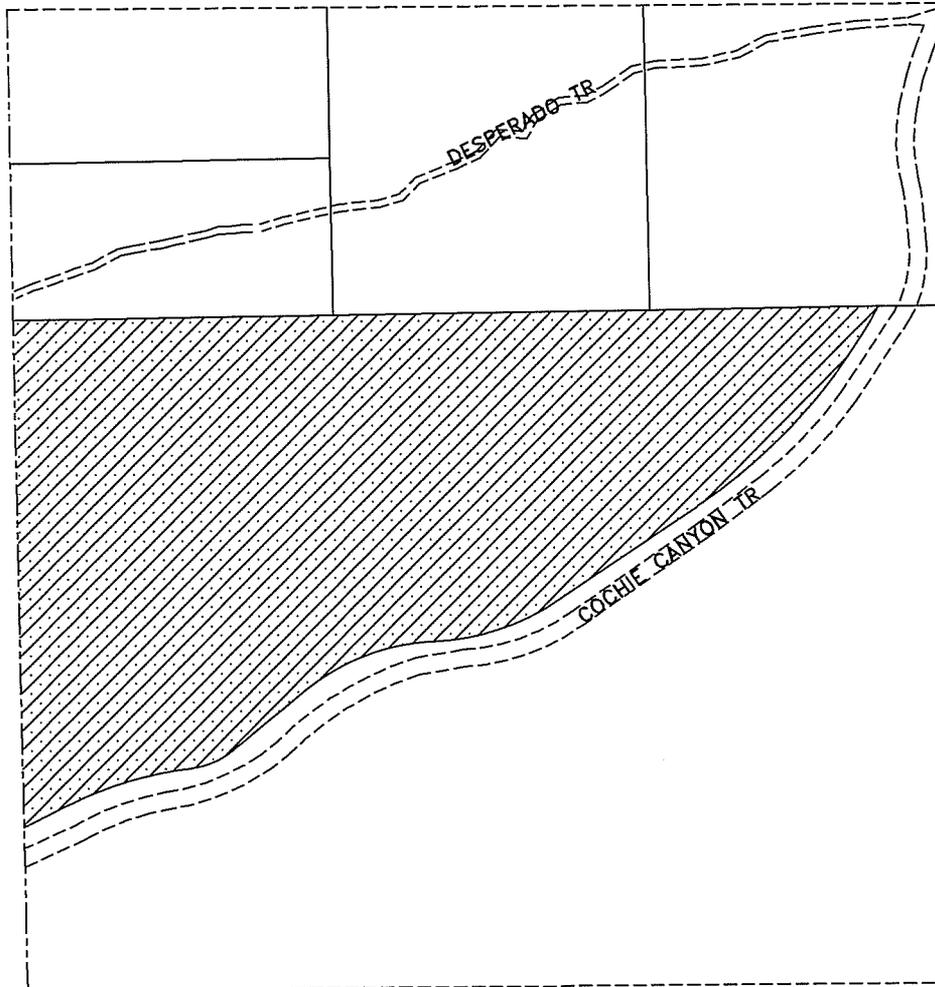
SECTION 10  
TOWNSHIP 11 SOUTH  
RANGE 12 EAST

SUBJECT AREA



SECTION 10  
G&SRBM  
PIMA COUNTY, ARIZONA

PRF3, LLC Donation Parcel, APN 218-10-005V



PARCEL



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION SYSTEMS DIVISION

15024

DRAWING NOT TO SCALE

DRAWN BY: L. SAGARNAGA

DATE: JUL 2015

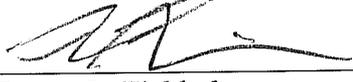
**Exhibit "B"**

**ASSIGNMENT OF LESSOR'S INTEREST  
IN GRAZING LEASE**

FOR VALUE RECEIVED, PRF3, LLC, an Arizona Limited Liability Company ("PRF3" or "Assignor"), does hereby assign and transfer to Pima County, a political subdivision of the State of Arizona ("County" or "Assignee"), any and all interest PRF3 has as successor Lessor in that certain Grazing Lease dated August 1, 2006 (the "Lease"), executed by Holly S. Lachowicz, as Lessor, and Donald H. Carpenter, as Lessee. An executed copy of said Lease is attached hereto as Exhibit A incorporated herein by this reference.

ASSIGNOR:

PRF3, LLC, an Arizona Limited Liability Company

By:   
\_\_\_\_\_  
Ronna L. Fickbohm  
Its: Manager

Nov 9, 2015  
Date

ACCEPTED BY:

ASSIGNEE:  
PIMA COUNTY, a Political Subdivision of the State of Arizona

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Cawein, Director  
Pima County Natural Resources Parks & Recreation

11/6/15  
Date

Exhibit "A"

GRAZING LEASE

On this 1st day of August, 2006, the undersigned parties do enter into this grazing lease wherein Holly S. Lachowicz is Agent and Lessor AND

Donald H. Carpenter is the Lessee. In consideration of rental of Fifty and 00/100 Dollars (\$ 50.00) per year, to be paid to Lessor by Lessee each year as set out above. The Lessor hereby leases and lets to the Lessee, for grazing purposes only, for the term of ten ( 10 ) years from the date of this instrument all of those certain tracts or parcels of land situated in Pima County, Arizona, described as follows, to-wit:

DESCRIPTION:

As Per Schedule "A" Attached

1. The right is hereby reserved to Lessor to sell the above described tracts of land in whole or as to any part thereof at any time during the leased period, and to cancel and terminate this lease at any time as to said portion, after first giving Lessee thirty (30) days written notice of such termination.

The parties hereto also agree and covenant as follows:

2. Taxes. The Lessee agree and covenant to pay all taxes and charges against the livestock and personal property present on said leased premises pursuant to this lease.

3. Liability. The Lessee herewith covenants and agree to save the Lessors harmless for any loss, injury or damages caused or incurred by virtue of the action of the Lessee, his servants, agents, employees or his cattle.

4. Grazing. The Lessee covenants and agree not to overstock or overgraze the lands herein leased. Lessee further agrees to keep the lease premises in as good a condition as they now are, returning them in such good conditions to the Lessor upon the termination or surrender of this lease (ordinary wear, tear, and Acts of God excepted).

5. Assignments, sub-leases. The Lessee may not under any circumstances sub-let the leased premises.

6. The Lessor further reserves the following rights with respect to the land herein leased for grazing.

a. To use said land for any purpose convenient or necessary for any oil or gas unitization program, either now existing or executed in the future and affecting the minerals underneath said land.

1400000 000010





EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2 & 3 OF SECTION 9;

TAX CODE PARCEL # 218 - 09 - 003 A

LOT 4 OF SECTION 9;

TAX CODE PARCEL # 218 - 09 - 004 0

THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE  
NORTHWEST QUARTER OF SECTION 10;

TAX CODE PARCEL # 218 - 10 - 005 B

ALL IN PIMA COUNTY, ARIZONA, ALL LYING WITHIN TOWNSHIP 11 SOUTH,  
RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY,  
ARIZONA.