



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 11, 2017

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Fidelity National Title Agency, Inc., as Trustee under Trust 60,327 ("Fidelity")

***Project Title/Description:**

Acceptance by County of 374 acres of open space property from Fidelity. Acq-0610. Supervisor District 1.

***Purpose:**

Pima County, as Donee, wishes to enter into a Donation Agreement with Fidelity, as "Donor", for the donation of 374 acres located generally northwest of Twin Peaks Road and east of Interstate 10 in Marana (the "Property"). The donation has been structured to close on or before July 31, 2017. Donor will pay County's escrow fees and closing costs at closing and the donation will come at no cost to County. Donor was granted a rezoning for three (3) projects it wishes to develop upon the condition that it conserve land of similar habitat value at another location to mitigate impacts its development will have on lands located in the Conservation Lands System. Donor does not wish to retain ownership of the Property and has offered to donate the Property to the County. County will take the Property subject to certain conservation restrictions as set forth in the Deed pursuant to which the US Army Corps of Engineers will be named as Third-Party Beneficiary with the right to enforce said restrictions.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

CLS mitigation required by rezonings P15RZ00001, P15RZ00003, and P15RZ00004 will be fulfilled. The County's acceptance of this 374-acre natural open space donation will conserve important saguaro-ironwood habitat within the Conservation Lands System and protect the Avra Valley/I-10 Critical Landscape Linkage.

***Public Benefit:**

CLS mitigation required by rezonings P15RZ00001, P15RZ00003, and P15RZ00004 will be fulfilled. The County's acceptance of this 374-acre natural open space donation will conserve important saguaro-ironwood habitat within the Conservation Lands System and protect the Avra Valley/I-10 Critical Landscape Linkage.

***Metrics Available to Measure Performance:**

County Appraiser issued a budget estimate estimating the fair market value of the Property to be \$937,500.00. Consequently, County will obtain a Standard Owner's Title Insurance Policy at Closing, insuring title in the amount of \$937,500.00, and Donor will pay the title insurance premium on County's behalf. The Property, once acquired, will be managed by Pima County Natural Resources Parks and Recreation as part of the County's Parks system.

***Retroactive:**

No.

To: COB 7-3-17 (1)
vers: 1
pg.: 31

APPENDUM

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Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 17*0233

Effective Date: 7/11/2017 Termination Date: 7/10/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* -0- Revenue Amount: \$ -0-

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?** _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Michael D. Stofko

Department: Real Property Telephone: 520-624-6667

Department Director Signature/Date: [Signature] 6/23/17

Deputy County Administrator Signature/Date: [Signature] 6/30/17

County Administrator Signature/Date: [Signature] 6/30/17

(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Accept Donation of Real Property Consisting of Approximately 374 Fee Acres</p> <p>DONOR: Fidelity National Title Agency Trust 60,327</p> <p>AMOUNT: \$0.00</p>	<table border="1"> <tr> <td align="center">CONTRACT</td> </tr> <tr> <td>NO. <u>CTN-PW-17-233</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></td> </tr> </table>	CONTRACT	NO. <u>CTN-PW-17-233</u>	AMENDMENT NO. _____	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>
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AMENDMENT NO. _____					
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AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between Fidelity National Title Agency, Trust 60,327 ("**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 certain real property in Pima County, Arizona consisting of approximately three-hundred seventy-four (374) acres, legally described and depicted, collectively, on **Exhibit A** attached hereto, and commonly known as a portion of Assessor's Tax Parcel 216-19-6020, 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, to the extent, if any, that Donor has

an interest therein, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** 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 and the owner of the Property (if not Donor) against, and hold Donor and the owner of the Property (if not 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 the following, to the extent such exist and are in Donor's possession or control, 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 twenty (20) 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 July 31, 2017, 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 C** 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 related to the Property which Donor owns, if any; and

7.3.3 possession of the Property.

7.4 Closing Costs. Donor shall pay all closing costs, including but not limited

to title insurance premium, escrow fees and recording fees.

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

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

11. **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: Fidelity National Title Agency, Trust 60,327:

FIDELITY NATIONAL TITLE AGENCY, INC.
an Arizona corporation as TRUSTEE Under
TRUST NO. 60,327 and not in its
corporate capacity.

By: [Signature]
Name [Signature] Its Trust Officer

Date: 6.14.17

Its: TRUST OFFICER

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

Chair, Pima County Board of Supervisors

Date

Attest:

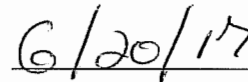
Julie Castaneda, Clerk of the Board

Date


APPROVED AS TO CONTENT:



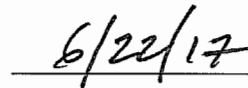
Neil J. Konigsberg, Manager,
Real Property Services Department



Date



Chris Cawein, Director
Pima County Natural Resources Parks & Recreation

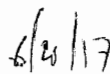


Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division



TAX PARCEL NUMBER: A portion of 216-19-6020



May 22, 2017
ASI 12001 (Red Point Development)

LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA A-1

All of Common Area A-1 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Section 9 of Township 12 South, Range 12 East, G1a and Salt River Meridian, Pima County, Arizona.

Containing 36.116 acres of land, more or less.

The Basis of Bearing for this Legal Description is the south line of the northeast quarter of Section 15, Township 12 South, Range 12 East as shown on the Plat of Camino de Manana Estates recorded in Book 27 of Maps and Plats at Page 79, the bearing being N 89 °50'29" E. This is the basis of bearing as shown on both Cascada, Book 64 of Maps and Plats at Page 35 and Cascada North, Sequence No. 20122330029.

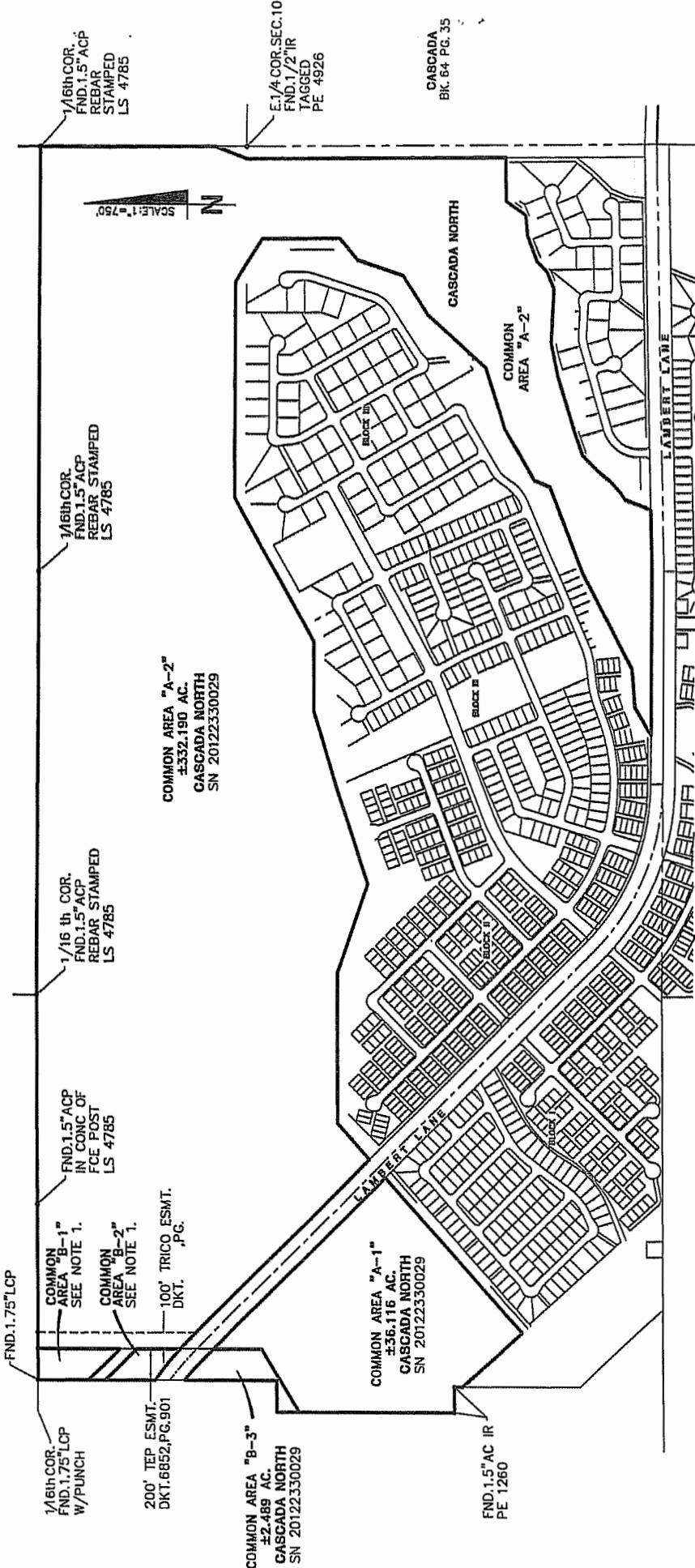
Prepared by:

AMERSON SURVEYING, INC

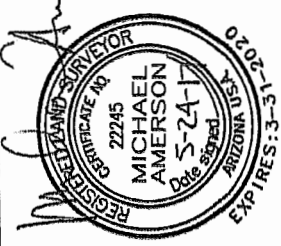
MICHAEL K. AMERSON, PLS



EXPIRES 03/31/ 20



DEPICTION OF EXHIBIT "A" TO ACCOMPANY
 A LEGAL DESCRIPTION FOR
 MITIGATION FOR A PORTION OF
CASCADA NORTH
 IN SECTIONS 9&10
 T-12-S, R-12-E
 G & SRM, PIMA COUNTY, ARIZONA
 ASI 12001, REV. MAY. 23, 2017, PM, SHEET 2 OF 2



- NOTES:**
1. AREA OF COMMON AREA "A-1" = ± 36.116 AC.
 AREA OF COMMON AREA "A-2" = ± 332.190 AC.
 AREA OF COMMON AREA "B-1" = ± 1.981 AC.
 AREA OF COMMON AREA "B-2" = ± 1.330 AC.
 AREA OF COMMON AREA "B-3" = ± 2.489 AC.

- LEGEND:**
- FOUND AS NOTED.
 - FOUND 1/2" IR, TAG 22245



Camp Lowell Corporate Center
 4552 East Camp Lowell Drive
 Tucson, Arizona, 85712
 POC 325-5883
 520-325-5885



May 22, 2017
ASI 12001 (Red Point Development)

LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA A-2

All of Common Area A-2 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Section 9 of Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

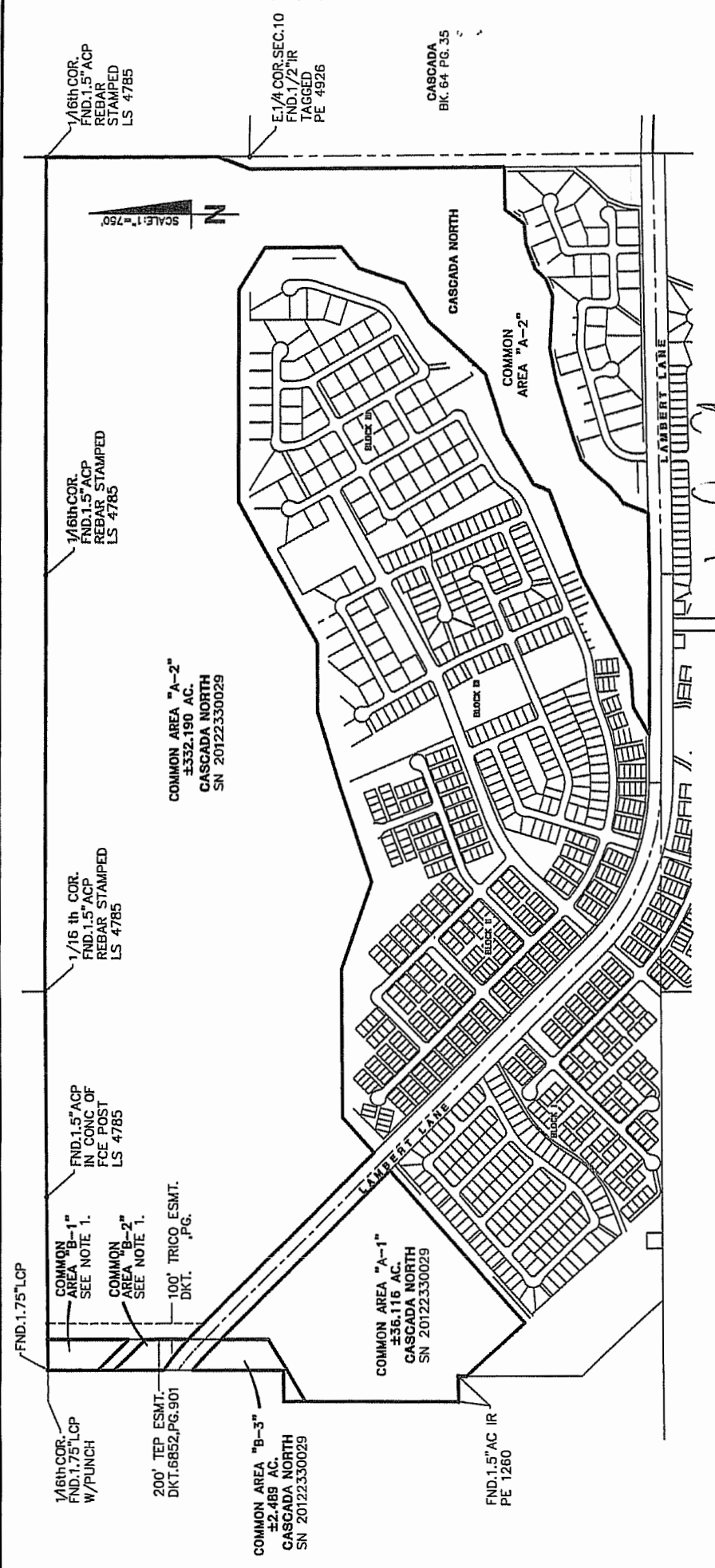
Containing 332.190 acres of land, more or less.

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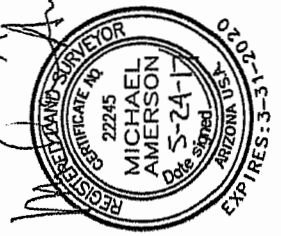
Prepared by:
AMERSON SURVEYING, INC.


MICHAEL K. AMERSON, PLS





DEPICTION OF EXHIBIT "A" TO ACCOMPANY
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 G & SRM, PIMA COUNTY, ARIZONA
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- NOTES:**
1. AREA OF COMMON AREA "A-1" = ±36.116 AC.
 AREA OF COMMON AREA "A-2" = ±332.190 AC.
 AREA OF COMMON AREA "B-1" = ±1.981 AC.
 AREA OF COMMON AREA "B-2" = ±1.330 AC.
 AREA OF COMMON AREA "B-3" = ±2.489 AC.

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May 22, 2017
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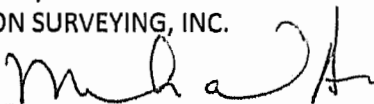
LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA B-1

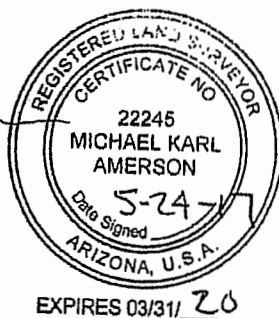
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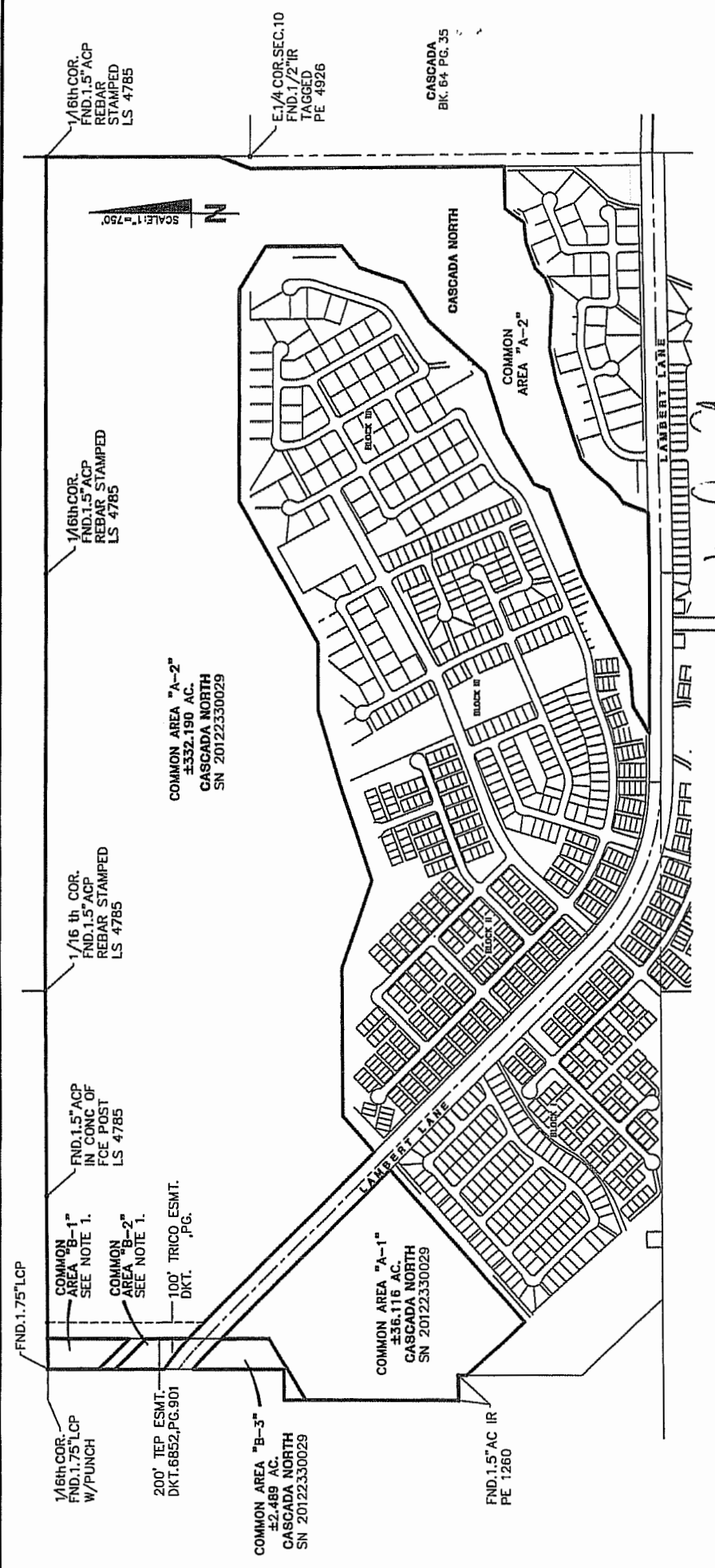
Containing 1.981 acres of land, more or less.

The Basis of Bearing for this Legal Description is the south line of the northeast quarter of Section 15, Township 12 South, Range 12 East as shown on the Plat of Camino de Manana Estates recorded in Book 27 of Maps and Plats at Page 79, the bearing being N 89 °50'29" E. This is the basis of bearing as shown on both Cascada, Book 64 of Maps and Plats at Page 35 and Cascada North, Sequence No. 20122330029.

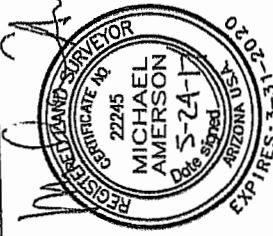
Prepared by:
AMERSON SURVEYING, INC.


MICHAEL K. AMERSON, PLS





DEPICTION OF EXHIBIT "A" TO ACCOMPANY
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- NOTES:**
- AREA OF COMMON AREA "A-1" = ±36.116 AC.
 AREA OF COMMON AREA "A-2" = ±352.190 AC.
 AREA OF COMMON AREA "B-1" = ±1.981 AC.
 AREA OF COMMON AREA "B-2" = ±1.330 AC.
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Camp Lowell Corporate Center
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 520-325-5883



May 22, 2017
ASI 12001 (Red Point Development)


LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA B-2

All of Common Area B-2 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Sections 9 of Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

Containing 1.330 acres of land, more or less.

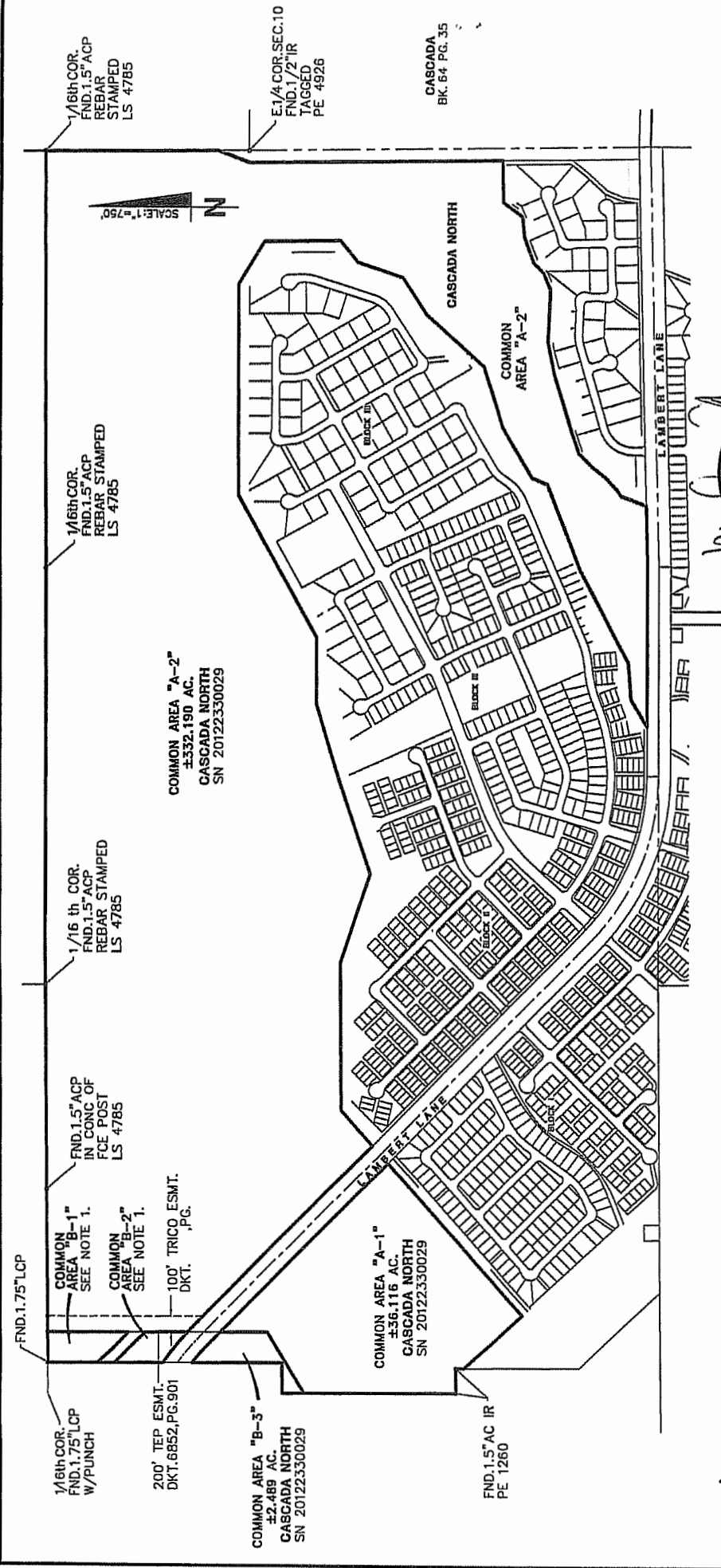
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Prepared by:
AMERSON SURVEYING, INC.


MICHAEL K. AMERSON, PLS



EXPIRES 03/31/20



DEPICTION OF EXHIBIT "A" TO ACCOMPANY
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AMERSON SURVEYING INC
 Camp Lowell Corporate Center
 4552 East Camp Lowell Drive
 Tucson, Arizona, 85712
 Fax 325-8703
 520-325-5883



May 22, 2017
ASI 12001 (Red Point Development)


LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA B-3

All of Common Area B-3 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Sections 9 of Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

Containing 2.489 acres of land, more or less.

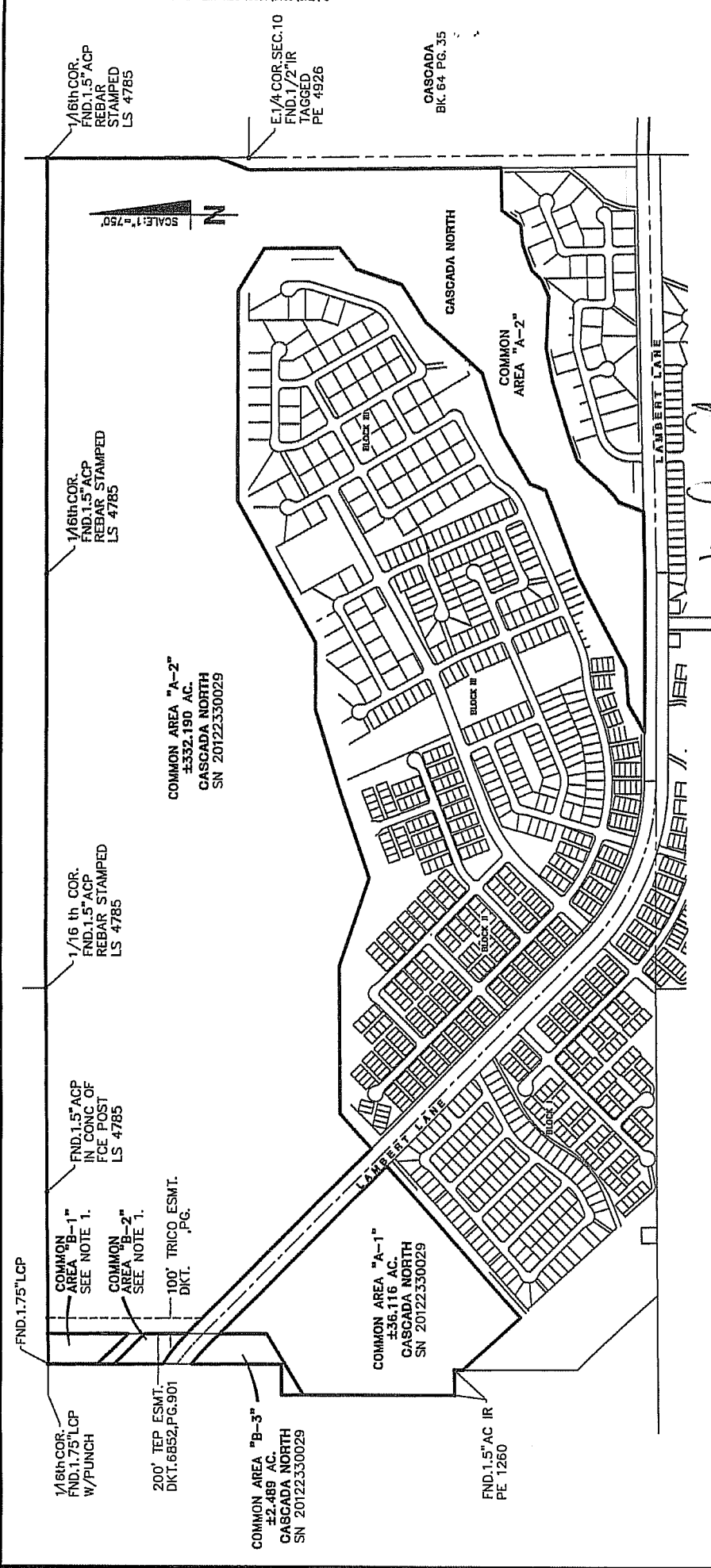
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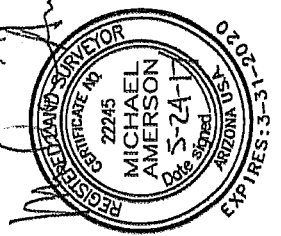

MICHAEL K. AMERSON, PLS



EXPIRES 03/31/ 26

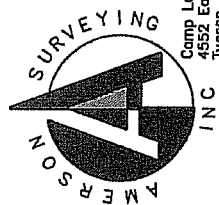


DEPICTION OF EXHIBIT "A" TO ACCOMPANY
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Camp Lowell Corporate Center
 4552 East Camp Lowell Drive
 Tucson, Arizona, 85712
 Fax: 325-6703
 520-325-5853

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-32060

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 year 2017.
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. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 27 of Maps and Plats at page 78; effect of instrument recorded in Docket 8096, page 1795 and re-recorded in Docket 8511, page 789; and in Book 64 of Maps and Plats at page 35 and in Sequence No. 2012-2330029.
6. Easement for telephone and telegraph lines and rights incident thereto, as set forth in instrument recorded in Book 103 of Miscellaneous Records, page 225 ; Partial Release in Docket 10957, page 843.
7. Conveyance of all underground or percolating waters, except such water as may be used by the owners and inhabitants of said land for domestic purposes in deed recorded in Book 314 of Deeds, page 445.
8. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 6852, page 901.
9. 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 7649, page 1138. (MP 27-78)
10. Any private rights or easements within the road, street or alley abandoned by Resolution or Ordinance recorded in Docket 8096, page 1795 and re-recorded in Docket 8511, page 789.
11. Terms, conditions, covenants, restrictions, easements, liabilities and obligations as set forth in Development Agreement recorded in Docket 9038, page 353.(166 pages)
12. Survey matters as disclosed in deed recorded in Docket 9383, page 700.
13. Provisions within Resolution No 1996-FC-6 re: condemn of real property for improvements for flood control recorded in Docket 10325, page 1238.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-32060

14. Provisions within Marana Ordinance No. 97.23 recorded in Docket 10626, page 609.
15. Provisions within Resolution No. 2007-82 recorded in Docket 13057, page 671.
16. Terms, conditions, covenants, restrictions, easements, liabilities and obligations as set forth in Cascada Specific Plan Development Agreement recorded in Docket 13057, page 673.
17. Provisions within Ordinance No. 2006-23 re: rezoning in Docket 12945, page 5279 and re-recorded in Docket 13063, page 4204.
18. 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 13480, page 1394. (MP 64/35)
19. Certificate of Grandfathered Groundwater Right #55-604339 recorded in Docket 13514, page 174.
20. Provisions within Marana Ordinance No. 2011-31 re: rezoning recorded in Sequence No. 2011-3250231.
21. Liabilities and obligations imposed upon said land by reason of its inclusion within Cortaro Marana Irrigation District and Cortaro Marana Water Users Association.
22. Liabilities and obligations imposed upon said land by reason of its inclusion within Marana General Plan.
23. Liabilities and obligations imposed upon said land by reason of its inclusion within Cascada North Specific Plan.
24. Liabilities and obligations imposed upon said land by reason of its inclusion within Northwest Fire District.
25. 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, or flood prone areas.
26. 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, 6th Floor
 Tucson, AZ 85701-1215

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

**Special Warranty Deed
 With Restrictions**

Fidelity National Title Agency, Trust 60327, 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” 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 the restrictions contained in Exhibit “B” attached hereto.

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.

Fidelity National Title Agency, Trust 60327

By: _____ DATE _____
 Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Fidelity National Title Agency, Trust 60327.

 Notary Public

EXHIBIT C

My commission Expires:

ACCEPTED AND AGREED:

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

Neil J. Konigsberg, Manager,
Real Property Services Department

Date

APPROVED AS TO FORM:

Tobin Rosen, Deputy Pima County
Attorney, Civil Division

Date

EXHIBIT ONLY--NOT FOR EXECUTION

EXHIBIT B TO SPECIAL WARRANTY DEED
RESTRICTIVE COVENANT

This Restrictive Covenant (“**Restrictive Covenant**”) is attached to and incorporated in the Special Warranty Deed (the “**Deed**”) entered into by Fidelity National Title Agency, Trust 60327, as “**Grantor**”, and Pima County, a political subdivision of the State of Arizona, as “**County**” (Grantor and County being collectively the “**Parties**”), and effective on recording of the Deed.

1. Background and Purpose

1.1. Grantor owns the real property described in Exhibit A to the Deed (the “**Property**”). There are no structures or other man-made improvements existing on the Property.

1.2. Grantor has agreed to convey the Property to County provided that it is subject to the terms contained in this Restrictive Covenant.

1.3. The United States Army Corps of Engineers (“**ACOE**”) is the federal agency charged with the primary responsibility for regulating activities in waters of the United States, including wetlands, with regulatory authority over discharges of dredged and fill material into such waters pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary (“**Beneficiary**”) of this Restrictive Covenant.

1.4. The Parties intend that this Restrictive Covenant assure that the Property will be forever preserved as natural open space for wildlife, flood hazard reduction and natural recharge, and the protection of cultural resources (collectively the “**Conservation Values**”).

2. Nature of Restrictive Covenant

2.1. This Restrictive Covenant runs with the land and binds the County and its successors and assigns, and remains in perpetuity unless released by written consent of County and Beneficiary. The Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the terms and conditions of this Restrictive Covenant.

2.2. This Restrictive Covenant may not be amended or modified except upon written agreement of County and Beneficiary.

2.3. This Restrictive Covenant may be enforced by the Beneficiary as provided in Section 7 below.

3. **The Restrictions.** Except as provided in Section 4 of this Restrictive Covenant, the following uses of the Property are prohibited (collectively the “**Restrictions**”):

3.1. Development of the Property, including subdividing or lot splitting of the Property;

3.2. Construction or placement of new or additional buildings or structures on the Property, unless the construction supports the purposes for which the Property was originally intended and does not degrade the Property’s values as expressed in the purpose statement;

3.3. Alteration of the ground surface or natural vegetation, except as may be needed for habitat improvements, to promote the recovery or reestablishment of native species, fencing and maintenance of utility easements, and trail-based recreational uses;

3.4. Impoundment, diversion or alteration of any natural watercourse unless for watershed enhancement to improve species habitat or to maintain the Property’s natural and cultural values. Impoundment, diversion, or alteration may occur when necessary for flood-control purposes and approved by the Beneficiary;

3.5. Development of, or the granting of, access, rights-of -way or easements for new roads or new utilities, including telecommunications facilities, except where County has no discretion to prohibit the activity;

3.6. Filling, excavation, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Property, except where County has no discretion to prohibit the activity;

3.7. Storage, accumulation or disposal of hazardous materials, trash, garbage, solid waste or other unsightly material on the Property;

3.8. Introduction of non-native fish or amphibians or other non-native animals to or from catchments, tanks, springs or creeks;

3.9. Storage and use of biocides and chemical fertilizers. Aerial application of biocide or other chemicals is prohibited except where County determines that it is an appropriate and necessary management technique to promote the recovery and re-establishment of native species, to reduce threats to ecosystem structure and function, or to protect public health, safety and welfare;

3.10. Pumping of water from existing diversions for purposes other than on-site wildlife, recreational, and habitat enhancement uses. Increases in the pumped amounts of surface or subsurface water as allowed by the Arizona Department of Water Resources are not permitted without joint approval from the County and Beneficiary;

3.11. Installation of underground storage tanks for petroleum or other polluting substances;

3.12. Confinement or grazing of livestock. This includes feeder cattle, dairy, pig, poultry and exotic animal farm operations;

3.13. Commercial enterprises inconsistent with the Conservation Values;

3.14. Residential use for mobile homes, travel trailers, tent trailers, self-propelled recreational vehicles and like structures or vehicles, except as needed to support the protection or enhancement of the Property's natural and cultural values;

3.15. Creation or maintenance of trails and roads, except as provided in Subsection 4.6;

3.16. Any modification of the topography of the Property through the placement of soil, dredging spoils, or other material, except for those uses permitted under this document, or to reduce soil erosion or to protect public health, safety and welfare;

3.17. Off-road vehicular travel except to facilitate permitted activities on the Property;

3.18. Removal of natural, mineral, or cultural resources not otherwise allowed by this Restrictive Covenant; and

3.19. Removal or disturbance of archaeological sites that is not authorized by this Restrictive Covenant.

4. **Exceptions to Restrictions.** Notwithstanding any other provision of this Restrictive Covenant, the following uses of the Property are not prohibited:

4.1. Any use of the Property which the County Board of Supervisors determines, based on clear and convincing evidence presented to said Board, is necessary to address the public health, safety or welfare;

4.2. 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 and maintaining utility easements;

4.3. Use of surface or subsurface water from water developments or natural sources for on-site habitat improvements, wildlife waters, firefighting, or dust control;

4.4. Prescribed fire for areas of 10 acres or less;

4.5. Wildlife management activities carried out in cooperation with the Arizona Game and Fish Department; and/or

4.6. Construction and maintenance of trails for property maintenance and site inspections. Non-motorized recreation trails may be allowed on a limited basis to control the proliferation of wildcat trails and protect sensitive resources. Non-motorized trails will be sustainably designed, located, constructed, and maintained according to best management practices. Trails shall be unimproved (i.e., no hardened surfaces, concrete, or asphalt) and be no more than five (5) feet in width, except (i) for trails existing on the date this Restrictive Covenant is recorded, and (ii) unless otherwise required by law.

5. **Obligations of County**

5.1. Maintenance of Property. County, through its employees, agents and contractors, retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including but not limited to removal of trash. County remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use undertaken on the Property. All such activity shall comply with all applicable Federal, state, and local laws, regulations, and requirements.

5.2. Indemnification of ACOE. To the extent allowable by law, County will indemnify, defend and hold harmless ACOE and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a **“Third-Party Beneficiary Indemnified Party”** and collectively, **“Third-Party Beneficiary Indemnified Parties”**) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a **“Claim”** and, collectively, **“Claims”**), arising from or in any way connected with injury to or the death of any person, or physical damage to any property, regardless of cause; provided, however, that this indemnity will not extend to any claim, demand or cause of action relating to any negligence on the part of Beneficiary in the performance of its obligations under this Restrictive Covenant.

5.3. Inspections. County, through its employees, agents and contractors, at County's expense, will conduct an inspection of the Property at least annually to determine if there are any violations; will prepare an inspection report; and will make reports available to ACOE upon request.

6. **ACOE's Rights.** To accomplish the Purpose of this Restrictive Covenant, Grantor hereby grants and conveys the following rights to ACOE (but without obligation of the ACOE):

6.1. A non-exclusive easement on and over the Property to preserve and protect the Conservation Values of the Property; and

6.2. A non-exclusive easement on and over the Property to enter upon the Property to monitor County's compliance with and to otherwise enforce the terms of this Restrictive Covenant; and

6.3. A non-exclusive easement on and over the Property to prevent any activity on or use of the Property that is inconsistent with the Purpose of this Restrictive Covenant and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Restrictive Covenant; and

6.4. All present and future development rights allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise; and

6.5. The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Restrictive Covenant.

7. **Enforcement.**

7.1. Right to Enforce. County, its successors and assigns, grant to ACOE and U.S. Department of Justice a discretionary right to enforce this Restrictive Covenant in a judicial or administrative action against any person(s) or other entity (ies) violating or attempting to violate this Restrictive Covenant; provided, however, that no violation of this Restrictive Covenant shall result in a forfeiture or reversion of title. The U.S. Department of Justice shall have the same rights, remedies and limitations as ACOE under this Section 7. The rights under this Section are in addition to, and do not limit rights conferred in Section 6 above, the rights of enforcement against County, its successor or assigns under the Section 404 Permit, or any rights of the various documents created thereunder or referred to therein.

7.2. Notice.

7.2.1. If ACOE determines County is in violation of the terms of this Restrictive Covenant or that a violation is threatened, ACOE may demand the cure of such violation. In such a case, ACOE shall issue a written notice to County (hereinafter "**Notice of Violation**") informing County of the violation and demanding cure of such violation.

7.2.2. County shall cure the noticed violation within thirty (30) days of receipt of said written notice from ACOE. If said cure reasonably requires more than thirty (30) days, County shall, within the thirty (30) day period submit to ACOE for review and approval a plan and time schedule to diligently complete a cure. County shall complete

such cure in accordance with the approved plan. If County disputes the Notice of Violation, it shall issue a written notice of such dispute (hereinafter “**Notice of Dispute**”) to the ACOE within thirty (30) days of receipt of written Notice of Violation.

7.2.3. If County fails to cure the noticed violation(s) within the time period(s) described in Subsection 7.2.2 above, or Subsection 7.3 below, ACOE may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by County with the terms of this Restrictive Covenant. In such action, the ACOE may (i) recover any damages to which they may be entitled for violation by County of the terms of this Restrictive Covenant, (ii) enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or (iii) pursue other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. ACOE may apply any damages recovered to the cost of undertaking any corrective action on the Property.

7.2.4. If County provides ACOE with a Notice of Dispute, as provided herein, ACOE shall meet and confer with County at a mutually agreeable place and time, not to exceed thirty (30) days from the date that ACOE receives the Notice of Dispute. ACOE shall consider all relevant information concerning the disputed violation provided by County and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by ACOE is appropriate in light of the violation.

7.2.5. If, after reviewing County’s Notice of Dispute, conferring with County, and considering all relevant information related to the violation, ACOE determines that a violation has occurred, ACOE shall give County notice of such determination in writing. Upon receipt of such determination, County shall have thirty (30) days to cure the violation. If said cure reasonably requires more than thirty (30) days, County shall, within the thirty (30) day period submit to ACOE for review and approval a plan and time schedule to diligently complete a cure. County shall complete such cure in accordance with the approved plan.

7.3. Immediate Action. If ACOE determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, ACOE may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Restrictive Covenant and state and federal law after giving County at least twenty four (24) hours’ written notice before pursuing such remedies. So long as such twenty four (24) hours’ notice is given, ACOE may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in Subsection 7.2.2. The written notice pursuant to this paragraph may be transmitted to County by facsimile. The rights of ACOE under this paragraph apply equally to actual or threatened violations of the terms of this Restrictive Covenant. County agrees that the remedies at law for ACOE for any violation

of the terms of this Restrictive Covenant are inadequate and that ACOE shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which ACOE may be entitled, including specific performance of the terms of this Restrictive Covenant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Subsection 7.3 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.4. Costs of Enforcement. Any costs incurred by ACOE, as the prevailing party, in enforcing the terms of this Restrictive Covenant against County including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by County's negligence or breach of this Restrictive Covenant shall be borne by County.

7.5. Enforcement Discretion. Enforcement of the terms of this Restrictive Covenant shall be at the discretion of ACOE. Any forbearance by ACOE to exercise rights under this Restrictive Covenant in the event of any breach of any term of this Restrictive Covenant by County shall not be deemed or construed to be a waiver by ACOE of such term or of any subsequent breach of the same or any other term of this Restrictive Covenant or of any of the rights of ACOE under this Restrictive Covenant. No delay or omission by ACOE in the exercise of any right or remedy upon any breach by County shall impair such right or remedy or be construed as a waiver. Further, nothing in this Restrictive Covenant creates a non-discretionary duty upon ACOE to enforce its provisions, nor shall deviation from the terms and procedures or failures to enforce its provisions give rise to a private right of action against ACOE by any third party.

7.6. Acts Beyond County's Control. Nothing contained in this Restrictive Covenant shall be construed to entitle ACOE to bring any action against County for any injury to or change in the Property resulting from:

7.6.1. Any natural cause beyond County's control, including without limitation, fire not caused by County, flood, storm, and earth movement; or

7.6.2. Any prudent action taken by County under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes, provided that once the emergency has abated, County, its successors or assigns promptly take all reasonable and necessary actions required to restore any damage caused by County's actions to the Property to the condition it was in immediately prior to the emergency; or

7.6.3. Acts of third parties (including any governmental agencies) that are beyond County's control.

Notwithstanding the foregoing, County must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Restrictive Covenant

and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

8. **Access.** This Restrictive Covenant does not convey a general right of access to the public.

9. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

If to County: Natural Resources Parks and Recreation Department
Attn: Director
Pima County Public Works
3500 W. River Road
Tucson, Arizona 85741

With a copy to: Office of Sustainability and Conservation Land
Attn: Director
Pima County Public Works
201 N Stone Ave., 6th Fl
Tucson, Arizona 85701

To ACOE: District Counsel
U.S. Army Corps of Engineers
915 Wilshire Blvd, Room 1535
Los Angeles, CA 90017-3401

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

The parties agree to accept facsimile signed documents and agree to rely upon such documents as if they bore original signatures. Each party agrees to provide to the other parties, within seventy-two (72) hours after transmission of such a facsimile, the original documents that bear the original signatures.

10. **Amendment.** County may amend this Restrictive Covenant only after written concurrence by ACOE. Any such amendment shall be consistent with the Purpose of this Restrictive Covenant and shall not affect its perpetual duration. County shall record any amendments to this Restrictive Covenant approved by ACOE in the official records of Pima County, Arizona, and shall provide a copy of the recorded document to ACOE.

11. **Recordation.** County, its successor or assign shall promptly record the Deed and this instrument in the official records of Pima County, Arizona, and provide a copy of the recorded document to ACOE.

12. **Estoppel Certificate.** Upon request, ACOE shall within fifteen (15) days execute and deliver to County, its successor or assign a letter confirming that (a) this Restrictive Covenant is in full force and effect, and has not been altered, amended, or otherwise modified (except as specifically noted in the letter), (b) there are no pending or threatened enforcement actions against County except as disclosed in the letter, (c) to the knowledge of the ACOE, there are no uncured violations under the Restrictive Covenant, and no facts or circumstances exist that, with the passage of time, could constitute a violation under the Restrictive Covenant, except as disclosed in the letter.

13. **No Hazardous Materials Liability.**

13.1. Grantor represents and warrants that to Grantor's actual knowledge there has been no release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of County under Subsection 5.2 herein, County hereby releases and agrees to indemnify, protect and hold harmless the Third Party Beneficiary Indemnified Parties (defined in Subsection 5.2) against any and all Claims (defined in Subsection 5.2) arising from or connected with any Hazardous Materials present, or otherwise alleged to be present, on the Property at any time, except that this release and indemnification shall be inapplicable to the Third Party Beneficiary Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by third party beneficiaries, their employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

13.2. Despite any contrary provision of this Restrictive Covenant, the Parties do not intend this Restrictive Covenant to be, and this Restrictive Covenant shall not be, construed such that it creates in or gives ACOE any of the following:

13.2.1. The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "**CERCLA**"); or

13.2.2. The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

13.2.3. The obligations of a responsible person under any applicable Environmental Laws; or

13.2.4. The right to investigate and remediate any Hazardous Materials associated with the Property; or

13.2.5. Any control over County's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

13.3. The term "**Hazardous Materials**" includes, without limitation, (i) material that is flammable, explosive or radioactive; (ii) petroleum products, including by-products and fractions thereof; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); Title 49 of Arizona Revised Statutes, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Restrictive Covenant.

13.4. The term "**Environmental Laws**" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. County represents, warrants and covenants to ACOE that activities upon and use of the Property by County, its agents, employees, invitees and contractors will comply with all Environmental Laws.

14. **Extinguishment.** If circumstances arise in the future that render the Purpose of the Restrictive Covenant impossible to accomplish, the Restrictive Covenant can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

15. **Change of Conditions.** If one or more of the Purpose of this Restrictive Covenant may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Restrictive Covenant as long as any other purpose of the Restrictive Covenant may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Restrictive Covenant or be considered grounds for its termination or extinguishment. County agrees that global warming and climate change-caused effects shall not be a basis for termination of this Restrictive Covenant.

16. **Assignment and Subsequent Transfers.**

16.1. County agrees to incorporate the terms of this Restrictive Covenant in any deed or other legal instrument by which County divests itself of any interest in all or a portion of the Property. County, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Restrictive Covenant in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Restrictive Covenant. County, its

successor or assign, agrees to give written notice to ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Any subsequent transferee shall be deemed to have assumed the obligations of this Restrictive Covenant and to have accepted the restrictions contained herein. The failure of County, its successor or assign to perform any act provided in this Section shall not impair the validity of this Restrictive Covenant or limit its enforceability in any way.

16.2. From and after the date of any transfer of all or any portion of the Property by County and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of County as to the portion transferred, as set forth in this Restrictive Covenant, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder, and (iv) all references to County in this Restrictive Covenant shall thereafter be deemed to refer to such transferee.

17. General Provisions

17.1. The laws and regulations of the State of Arizona govern this Restrictive Covenant. Any action relating to this Restrictive Covenant must be brought in a court of the State of Arizona in Pima County.

17.2. Unless the context requires otherwise, the term "including" means "including but not limited to."

17.3. Each provision of this Restrictive Covenant stands alone, and any provision of this Restrictive Covenant found to be prohibited by law is ineffective only to the extent of such prohibition without invalidating the remainder of this Restrictive Covenant.

17.4. This instrument sets forth the entire agreement of the County and Beneficiary with respect to this Restrictive Covenant.

RESOLUTION AND ORDER NO. 2017 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF
SUPERVISORS ACCEPTING A DONATION OF A 374 ACRE
PARCEL OF UNDEVELOPED REAL PROPERTY FROM
FIDELITY NATIONAL TITLE AGENCY, TRUST NO. 60,327
AND DESIGNATING THE DONATION PARCEL AS PART
OF THE COUNTY PARKS SYSTEM**

The Board of Supervisors of Pima County, Arizona finds:

1. Fidelity National Title Agency, Inc., an Arizona Corporation, in its capacity as Trustee under Trust Number 60,327, and not in its corporate capacity (“Donor”) owns a parcel of undeveloped land consisting of approximately three-hundred seventy-four (374) acres and located east of Interstate 10 and northwest of Twin Peaks Road in the Town of Marana (the “Donation Parcel”);
2. Donor is desirous of conveying to the County, by donation, the entirety of the Donation Parcel in fee;
3. County is desirous of accepting the donation of the Donation Parcel from Donor;
4. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the County;
5. County has the authority under A.R.S. Section 11-932 to acquire lands and dedicate the same as Parks; and
6. 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 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 July, 2017.

PIMA COUNTY BOARD OF SUPERVISORS:

Sharon Bronson, Chair

Date

ATTEST:

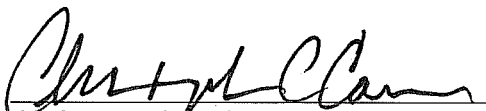
Julie Castaneda
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Tobin Rosen
Deputy County Attorney

APPROVED AS TO CONTENT:



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