



Contract Number: CT-PW-15*272
Effective Date: 12-16-19
Term Date: 12-16-19
Cost: \$3,000. -
Revenue: _____
Total: _____
Renewal By: _____
Term: 12-16-19
Reviewed by: ✓ 9-1-19
Action: ✓ 9-1-19
NTE: _____

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 16, 2014 Addendum

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Mr. Phillip Mumford ("Donor") owns the Agua Verde Ranch, consisting of approximately 265 fee acres and located north of the County-owned McKenzie Ranch property (the "Property") (please reference depiction map attached to Conservation Easement as Exhibit A-1). The Agua Verde Creek runs through a good portion of the Property. Donor wishes to preserve the conservation values of the Property in perpetuity by donating a Conservation Easement over and across the Property to Pima County. The Deed of Conservation Easement will be conveyed to the County free and clear of any monetary liens and encumbrances. County will pay all closing costs and escrow fees associated with the foregoing conveyance, including the cost of a title insurance policy insuring the Easement for \$480,000. All closing costs, including the premium for a Standard Owner's Title Insurance policy are not expected to exceed \$3,000.00. The County has agreed to accept the donation of the Conservation Easement in order to insure that the Property remain forever undeveloped. The Deed of Conservation Easement does expressly provide, however, in Section 5 (12) thereof, that Donor may construct additional residences and approved associated improvements necessary for permitted ranching operations on the Property, provided they are limited to a cumulative impact footprint of ten (10) acres, and further provided they are located outside the 100 year flood zone of Agua Verde Creek or on location(s) identified with prior written County concurrence.

STAFF RECOMMENDATION(S): *Staff recommends that the Board of Supervisors approve and execute the Agreement to Donate Conservation Easement; to authorize the expenditure of an amount NOT TO EXCEED \$3,000.00 to pay for closing costs and escrow fees, including the premium for a Standard Owner's Title Insurance Policy to Stewart Title and Trust of Tucson.*

Page 1 of 2

*Var. 1
Vendor - 1
Pgs. - 4/2*

*To: CHH - 12-10-14
COB - 12-11-14
Agenda 12-16-14
Addendum (1)*

PIMA COUNTY COST: \$NTE 3,000.00 and/or REVENUE TO PIMA COUNTY: \$ -0-

FUNDING SOURCE(S): General Fund.

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES NO

Board of Supervisors District:

1 2 3 4 5 All

IMPACT:

IF APPROVED: County will accept the donation of a Conservation Easement over and across the 265 acre Agua Verde Ranch, owned by Phillip Mumford and located north of the County-owned McKenzie Ranch property, thereby preserving the conservation values of the Property in perpetuity.

IF DENIED: County will have missed the opportunity to accept the donation of a Conservation Easement over and across the 265 acre Agua Verde Ranch, owned by Phillip Mumford and located north of the County-owned McKenzie Ranch property, thereby preserving the conservation values of the Property in perpetuity, and instead risking the future commercial development of the Property.

DEPARTMENT NAME: Real Property Services

CONTACT PERSON: Michael D. Stofko TELEPHONE NO.: 724-6667

**AGREEMENT TO DONATE
AND WAIVER OF APPRAISAL AND COMPENSATION**

This Agreement made and entered into by and between **PHILLIP MUMFORD**, an unmarried man, hereinafter referred to as "Donor" and **PIMA COUNTY**, a political subdivision of the State of Arizona, hereinafter referred to as "Donee."

WITNESSETH:

WHEREAS, Donor is the owner of that certain real property identified as **Pima County Tax Parcels Numbered 306-01-009N; -007J; -007K; -008P; -008Q; and -008R**, consisting of approximately (264) acres (the "Property") which is legally described and depicted, respectively in Exhibits A and A-1 attached hereto. Donor desires to donate to Donee a perpetual Conservation Easement over and upon the Property; and

WHEREAS, Donee wishes to accept the Conservation Easement from Donor for the purpose of conserving the Conservation Values of the Property in perpetuity for the benefit of the citizens of Pima County and the State of Arizona.

NOW THEREFORE, in consideration of the mutual covenants set forth therein,

IT IS HEREBY AGREED:

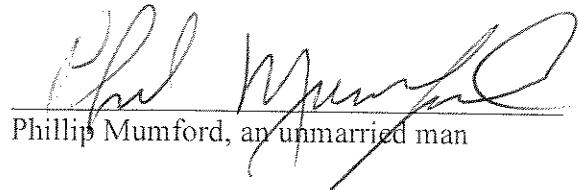
1. Donor will execute and deliver to Donee, by donation, a Conservation Easement, in gross and in perpetuity over and upon the Property in substantial form as attached to this Agreement as Exhibit B.
2. Donor having been fully informed of the right to have an appraisal performed to establish the value of the Conservation Easement and to receive just compensation for same based upon such appraisal, agrees that the decision to donate said Conservation Easement 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.
3. Donor shall bear the risk of loss or damage to the Donation Parcel prior to Closing. After Closing, the risk of loss or damage to the Property shall rest with Donee.
4. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Donation Parcel, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Donation Parcel shall not be materially degraded by Donor or otherwise materially changed in any material aspect by Donor.

EXEMPTION: A.R.S. §11-1134.A.3	Board of Supervisors: 12/16/14	Right of Way [] Parcel [X]
Agent: MDS	11303-001 to 006	P [] De [] Do [X] E []

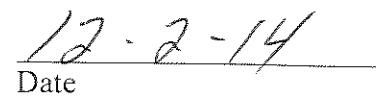
5. All provisions herein shall be binding upon the heirs, successors and assigns of the parties hereto.
6. This agreement will become effective on the date signed by both parties.

ACCEPTED AND AGREED.

DONOR:



Phillip Mumford, an unmarried man



Date

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DONEE:

Pima County, a Political Subdivision
Of the State of Arizona

Sharon Bronson, Chair
Board of Supervisors

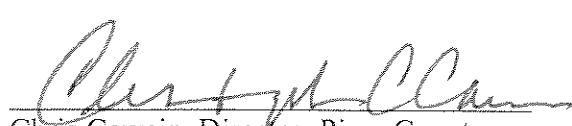
Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO CONTENT:

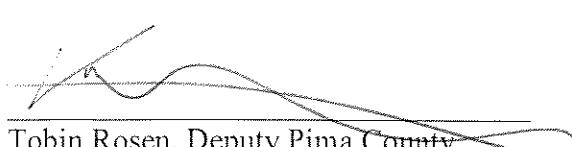


Chris Cawein, Director, Pima County
Natural Resources Parks and Recreation

11/18/14

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy Pima County
Attorney, Civil Division

11/18/14

Date

Exhibit A

PARCEL 1:

The West half of the following described property:

The South half of the North half of Section 14, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona; EXCEPT the Southeast Quarter of the Northeast Quarter of said Section 14; and

EXCEPT any mineral, oil and gas rights as reserved in Deeds recorded in Docket 3305, pages 449 and 450;

EXCEPT an interest in and to all the oil, gas and other minerals as conveyed in Docket 6783, page 911.

Jv arb: 3 and 8

PARCEL 2:

The South half of the North half of Section 14, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona; EXCEPT the Southeast Quarter of the Northeast Quarter of said Section 14; and

FURTHER EXCEPT the West half;

EXCEPT any mineral, oil and gas rights as reserved in Deeds recorded in Docket 3305, pages 449 and 450;

EXCEPT an interest in and to all the oil, gas and other minerals as conveyed in Docket 6783, page 911.

Jv arb: 7

PARCEL 3:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 00 degrees 05 minutes 14 seconds West along the Easterly line of Section 15, a distance of 1311.28 feet to the Southeast corner of the North half of the South half of Section 15;

Thence South 89 degrees 12 minutes 31 seconds West along the Southerly line of said North half of the South half of Section 15, a distance of 2772.26 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 12 minutes 31 seconds West, 1236.64 feet;

Thence North 00 degrees 30 minutes 36 seconds West, 945.10 feet;

Exhibit "A"

Order Number: 14420198

Thence South 85 degrees 20 minutes 08 seconds East, 348.65 feet;
Thence South 69 degrees 00 minutes 25 seconds East, 248.80 feet;
Thence South 35 degrees 45 minutes 31 seconds East, 175.28 feet;
Thence South 72 degrees 09 minutes 47 seconds East, 344.30 feet;
Thence South 62 degrees 06 minutes 36 seconds East, 138.26 feet;
Thence North 77 degrees 19 minutes 34 seconds East, 183.38 feet;
Thence South 48 degrees 35 minutes 37 seconds East, 45.18 feet;
Thence South 21 degrees 53 minutes 13 seconds East, 62.02 feet;
Thence South 15 degrees 16 minutes 29 seconds West, 467.45 feet to the TRUE POINT OF BEGINNING .

Jv arb: 11

PARCEL 4:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 00 degrees 05 minutes 14 seconds West along the Easterly line of Section 15, a distance of 614.44 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 00 degrees 05 minutes 14 seconds West, 696.83 feet to the Southeast corner of the North half of the South half of Section 15;

Thence South 89 degrees 12 minutes 31 seconds West along the Southerly line of said North half of the South half of Section 15, a distance of 1371.12 feet;

Thence North 00 degrees 50 minutes 04 seconds West, 570.22 feet;

Thence North 69 degrees 28 minutes 57 seconds East, 335.94 feet;

Thence North 89 degrees 16 minutes 39 seconds East, 431.53 feet;

Thence North 36 degrees 45 minutes 58 seconds East, 88.78 feet;

Thence North 51 degrees 52 minutes 31 seconds East, 44.24 feet;

Thence North 82 degrees 50 minutes 05 seconds East, 61.93 feet;

Order Number: 14420198

Thence South 86 degrees 27 minutes 16 seconds East, 125.57 feet;

Thence South 80 degrees 39 minutes 01 seconds East, 157.42 feet;

Thence South 76 degrees 08 minutes 04 seconds East, 210.30 feet to the TRUE POINT OF BEGINNING

Jv arb: 13

PARCEL 5:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 89 degrees 18 minutes 39 seconds West along the Northerly line of the North half of the South half of Section 15, a distance of 4022.53 feet;

Thence South 00 degrees 30 minutes 36 seconds East, 373.20 feet;

Thence South 85 degrees 20 minutes 08 seconds East, 348.65 feet;

Thence South 69 degrees 00 minutes 25 seconds East, 248.80 feet;

Thence South 35 degrees 45 minutes 31 seconds East, 175.28 feet;

Thence South 72 degrees 09 minutes 47 seconds East, 344.30 feet;

Thence South 62 degrees 06 minutes 36 seconds East, 138.26 feet;

Thence North 77 degrees 19 minutes 34 seconds East, 183.38 feet;

Thence South 48 degrees 35 minutes 37 seconds East, 45.18 feet;

Thence South 21 degrees 53 minutes 13 seconds East, 62.02 feet;

Thence South 15 degrees 16 minutes 29 seconds West, 467.45 feet to a point on the Southerly line of the North half of the South half of Section 15;

Thence North 89 degrees 12 minutes 31 seconds East along said southerly line, 1401.14 feet;

Thence North 00 degrees 50 minutes 04 seconds West, 570.22 feet;

Thence North 69 degrees 28 minutes 57 seconds East, 335.94 feet;

Thence North 89 degrees 16 minutes 39 seconds East, 431.53 feet;

Order Number: 14420198

Thence North 36 degrees 45 minutes 58 seconds East, 88.78 feet;

Thence North 51 degrees 52 minutes 31 seconds East, 44.24 feet;

Thence North 82 degrees 50 minutes 05 seconds East, 61.93 feet;

Thence South 86 degrees 27 minutes 16 seconds East, 125.57 feet;

Thence South 80 degrees 39 minutes 01 seconds East, 157.42 feet;

Thence South 76 degrees 08 minutes 04 seconds East, 210.30 feet to the Easterly line of said North half of the South half of Section 15;

Thence North 00 degrees 05 minutes 14 seconds East, 614.44 feet to the TRUE POINT OF BEGINNING

Jv arb: 14

PARCEL 6A:

The Southeast Quarter of the Northeast Quarter of Section 16, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona.

EXCEPT the Northwest Quarter of the Southeast Quarter of the Northeast Quarter and EXCEPT the South 330 feet of the East 660 feet of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 16 South, Range 17 East.

PARCEL 6B:

A non-exclusive easement for ingress and egress over the North 20 feet of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 16;

AND

A non-exclusive easement for ingress and egress over the East 20 feet of the Southeast Quarter of the Northeast Quarter of said Section 16.

**Agua Verde Ranch:
Philip Mumford
Conservation Easement
Donation**

CORONADO NATIONAL FOREST
(Rincon Wilderness)

Pima Parklands
Foundation

COLOSSAL CAVE
MOUNTAIN PARK

RFCD

4544

EXHIBIT "A-1"



Pima County Index Map

The seal of Pima County, featuring a blue and white design with a central building and the text "PIMA COUNTY" and "ARIZONA".

10/31/2011

104

County Preserve: Cienega Corridor (McKenzie Property)

S. RED HILL RANCH

2

The seal of Pima County, Arizona, featuring a central shield with a landscape scene, flanked by two figures, and topped with a crest.

When Recorded Return to:

Pima County Real Property Services
Attn.: Michael D. Stofko, Esq.
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT is granted by Phillip Mumford, a married man as his sole and separate property, who took title as an unmarried man, (the "Grantor"), in favor of Pima County, a body politic and corporate of the State of Arizona, (the "Holder") (collectively, the "Parties").

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of that certain real property located in Pima County consisting of approximately two hundred sixty-four (264) fee acres, more particularly described and depicted in Exhibits A and A-1, respectively, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property currently remains in a relatively natural state and has significant ecological values; and

WHEREAS, the Property adjoins the Agua Verde and Cienega Creeks, and is a valuable element of the Cienega Creek Open Space Corridor, which includes the Property, and its ecological values, including flora, fauna, hydrology and soils; and

WHEREAS, all of the natural elements, ecological values and agricultural uses on the Property are of great importance to Grantor and Holder and to the people of Pima County and the State of Arizona and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of the Property, owns the affirmative rights to identify and preserve and protect in perpetuity the natural ecosystems and other significant and relatively natural features and open space of the Property; and

WHEREAS, Grantor desires and intends to transfer such rights to identify, preserve and protect, in perpetuity, the Property's open space character, its significant natural features and open space to Holder; and

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval: 12/09 /2014		
Agent: MDS	File: 11,303-001 thru -006	Activity	<input type="checkbox"/> P	<input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

WHEREAS, Grantor and Holder agree that continued operation of the Property as a working ranch as limited by the covenants and conditions herein and in a manner that protects the Property's natural ecosystems, hydrologic and open space values, is consistent with the goals of this Conservation Easement; and

WHEREAS, the State of Arizona has recognized the importance of private efforts toward the preservation of natural areas and open space in the State through enactment of Arizona Revised Statutes ("A.R.S.") Sections 33-271 to 33-276; and

WHEREAS, Holder has also recognized the importance of the preservation of natural areas and open space through the adoption of the Sonoran Desert Conservation Plan (the "Plan"), and the voters of Pima County have endorsed implementation of the Plan by the May 18, 2004, passage of Questions 1, 2, and 4 of the bond measure.

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, Grantor does hereby grant to Holder, by donation, a conservation easement, in gross and in perpetuity, consisting of the rights and reservations enumerated below, over and across the Property (the "Conservation Easement").

1. Purposes. The Parties agree that all of the following are purposes of this Conservation Easement: (i) to assure that the Property will be preserved forever in its predominantly open, scenic, undeveloped and natural condition; (ii) to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property and the Property's natural resources and ecosystems; (iii) to conserve habitat for wildlife; (iv) to protect rare and unique native plants and animals currently known or later identified; (v) to conserve vegetative communities; (vi) to conserve valuable portions of the Cienega Creek watershed; and (vii) to promote the conservation purposes stated in A.R.S. § 33-271(2)(b).

2. Definitions. For the purpose of this Conservation Easement, the following terms shall have the following defined meanings:

"Associated Improvements" shall mean such buildings, structures, corrals, outbuildings, roadways, parking areas, improvements, living quarters, swimming pools as are customarily appurtenant to comparable single family ranch dwellings in the vicinity of the Property, including, but not limited to living quarters in connection with Authorized Uses on the Property;

"Commercial Feed Lot" shall mean a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and which is maintained for the purposes of engaging in the business of the reception and the feeding of livestock for hire;

“Conservation Values” shall mean the aspects of the Property that remain substantially undeveloped, natural, open space, natural wildlife habitats, areas of biological diversity and/or ecological importance.

“Baseline Documentation Report”, or, “the Report”, shall mean the Report attached hereto as Exhibit “B”, which is an inventory of relevant features of the Property incorporated by this reference herein, which consists of maps, photographs, plot sampling, collection, and observation, and other evidence that the parties provide, or will provide, and presents an accurate representation of the condition of the Property at the time of the conveyance of this Conservation Easement.

3. Grant of Easement and Development Rights. In consideration of the benefits to be provided to the residents of Pima County and to the Conservation Values of the Property through the granting of this Conservation Easement, Grantor hereby voluntarily grants, conveys, transfers and sells to Holder this Conservation Easement, in perpetuity, the terms and conditions of which are stated herein, over and across the Property. The Conservation Easement shall be an easement in gross applying to the Property, shall run with the land and shall bind the Grantor and Holder, and their respective assigns and successors in interest, in perpetuity, subject to the terms and conditions contained herein. Further, as a part of this Conservation Easement, Grantor hereby grants to Holder all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it is now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

4. Rights of Holder. Grantor hereby grants and conveys the following rights to Holder, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Holder, provided further that any right of Holder to enter upon the Property shall not require the payment of any fee, charge, costs or other consideration to Grantor:

- a. To identify, preserve, protect and monitor, in perpetuity, the Conservation Values of the Property as described in the Baseline Documentation Report;
- b. To prevent Grantor or third persons from conducting any activity on or use of the Property that is prohibited or inconsistent with the Conservation Easement;
- c. The right to reasonable entry and access to the Property (except residences) for inspection and monitoring purposes and for enforcement of the terms of this Conservation Easement. Holder will make reasonable efforts to notify Grantor and/or persons in residence on the Property prior to entry onto any portion of the Property. Holder shall not in any case unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

d. Holder shall have the right to enter upon the Property at any time during the term of this Conservation Easement under emergency circumstances, provided Holder shall give Grantor such notice as may be practical under the circumstances, to prevent imminent default of the terms of this Conservation Easement or, in Holder's sole discretion, to prevent damage to or destruction of the Conservation Values.

5. Consistent Uses of the Easement Property.

a. Subject to the terms and conditions of this Conservation Easement, Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are: (i) not expressly prohibited by this Conservation Easement; and (ii) not inconsistent with the terms, conditions, intent and purpose of this Conservation Easement.

b. Pursuant to the terms of A.R.S. Sections 33-271 to 33-276, the Property conserved hereby may not be converted or directed to any uses other than those provided herein.

c. Holder acknowledges that the following rights relating to the uses and practices on the Property are consistent with this Conservation Easement, and the uses and practices shall not be precluded, prevented or unreasonably limited by this Conservation Easement other than the requirements, if any, of notice to and/or prior approval of Holder where specifically provided herein which approval shall not be unreasonably withheld or delayed:

- 1) Livestock grazing, consistent with the manner of existing grazing and the Pima County Range Management Standards and Guidelines.
- 2) Shrub removal as reasonable and necessary for fencing or maintaining utility easements, livestock developments, and residential needs necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.
- 3) The use of existing corrals, barns, outbuildings, or ranch dumpsites reasonable and necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.
- 4) The construction of replacement corrals, barns, outbuildings, residences or other structures on the existing disturbed sites necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.
- 5) Use of water from designated water developments or natural sources for on-site domestic, livestock watering, fire-fighting, or dust control that is not excessive or inconsistent with historic and traditional uses of the Property.

- 6) Fire protection and prescribed fire activities, with written approval of Holder, for areas exceeding 10 or more acres.
- 7) New or replacement fencing necessary for permitted ranching and farming operations provided the fencing allows safe passage of wildlife.
- 8) Use of herbicides or pesticides in the residence area, or in barns, corrals, or other livestock confinements or for the control of invasive plants.
- 9) Replacement of existing wells, pumps, pipelines, windmills and storage tanks as necessary for permitted ranching operations on the Property along with repair of existing water developments.
- 10) Construction of new roads where necessary to enhance or protect Conservation Values on the Property or to facilitate permitted livestock-related activities upon agreement of Holder.
- 11) Construction of trails for non-motorized, passive recreation including hiking, horseback riding, swimming, picnicking, and birdwatching upon approval of the Holder.
- 12) Construction of additional residences and approved associated improvements necessary for permitted ranching operations on the Property, provided they are limited to a cumulative impact footprint of ten (10) acres, and further provided they are located outside the 100 year flood zone of Agua Verde Creek or on location(s) identified with prior written County concurrence. Any such construction must also be in compliance with all applicable laws, permit requirements, and rules and regulations including but not limited to zoning regulations.
- 13) Grantor shall not utilize the Property in a manner that is inconsistent with the purposes of this Conservation Easement or that negatively impacts the Conservation Values.

6. Prohibited Uses and Practices: Grantor expressly agrees and states that the following uses and practices, though not an exhaustive or complete list, are specifically prohibited under the terms of the Conservation Easement and are, *per se*, defaults under the terms of this Conservation Easement, unless otherwise specifically permitted herein.

- a. Constructing or placing of any additional buildings on the Property, except construction of additional residences as provided in Paragraph (5)(c)(12), and Associated Improvements.
- b. Construction or placement of any multiple-unit housing, utility corridors, through-roads or rights-of-way, campgrounds, racetracks, motocross courses, golf courses, skate or recreational vehicle parks, mud runs, condominiums, time-share units, trailer parks, mobile homes, high-intensity lighting, motels or hotels, billboards, towers,

power generation or transmission facilities, antennas or equipment for telecommunications and/or radar, or use of the Property as an aircraft or helicopter landing site except in an emergency.

c. Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Property authorized herein.

d. Severing of surface or subsurface water rights associated with the Property, including the transfer, encumbrance, lease and sale of water rights.

e. Development of, or the granting of rights-of-way, access or easements for, roads or utilities including telecommunications facilities, except as necessary for permitted buildings.

f. Any paving of roads using asphalt or concrete.

g. Filing, excavating, 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 as minimally necessary in connection with such activities as may be required in performing any activities permitted herein.

h. The storage, dumping, accumulation or disposal of toxic and/or hazardous materials, trash, ashes, garbage, waste or other unsightly or offensive material on the Property, including any actual or planned underground storage tanks for petroleum or other polluting substances, except permitted septic tanks.

i. Any surface collection or excavation of archaeological artifacts and/or materials.

j. The introduction of invasive, non-native plant species or exotic animals other than domestic animals.

k. Pumping of groundwater for other than currently existing or permitted uses on the Property as provided for herein, except that any increases in groundwater pumping shall not be permitted that adversely affects the natural values of the Property.

l. Any commercial woodcutting.

m. Any removal of native plants, animals or natural vegetation for commercial purposes.

n. Any: (i) feeder pig operations, slaughtering, hog finishing operations, cattle feed lot operations, commercial feed lot; (ii) commercial raising of poultry in confined situations; or (iii) cattle feeding operation; provided that nothing herein shall prevent Grantor from seasonally containing livestock into an area for feeding or the

leasing of pasture for the grazing of livestock by others, subject to this Conservation Easement.

7. Baseline Monitoring Report. The Parties hereby acknowledge that a Baseline Documentation Report has been completed by a competent biologist familiar with the Property and its environs. The Parties have reviewed the Report and acknowledge that it is an accurate description of the physical and biological condition of the Property at the time of the grant of this Conservation Easement. In the event a controversy arises with respect to the nature and extent of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other information to assist in the resolution of that controversy.

8. Defaults and Remedies:

The Parties will use the following process to resolve disputes regarding compliance with the terms of this Conservation Easement:

8.1. If a dispute arises between the Parties with respect to this Conservation Easement, Grantor and Holder agree to use nonbinding arbitration to attempt to resolve the dispute. Grantor agrees not to proceed with any proposed use or activity pending resolution of the dispute. The arbitrator shall be mutually approved. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Nothing herein shall be interpreted to prevent Holder from resorting to judicial proceedings for injunctive relief or otherwise to prevent imminent harm to the Conservation Values or to enjoin a violation pursuant to paragraph 8.2.

8.2. If either party is in breach of the terms of the Conservation Easement, the breaching party shall be given written notice of such breach and a demand to take corrective action sufficient to cure the breach and, where the breach involves injury to the Property resulting from any activity inconsistent with the purpose of the Conservation Easement, to restore the portion of the Property so injured. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, or under circumstances where the breach cannot reasonably be cured within a thirty (30) day period, fails to begin curing such a breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, then the non-breaching party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Conservation Easement, to enjoin the breach by temporary or permanent injunction, to recover any damages to which it may be entitled for breach of the terms of the Conservation Easement, including damages for any loss thereof, and to require the restoration of the Easement Property to the condition that existed prior to any such injury. If upon receipt of notice from the non-breaching party, the breaching party fails to cease the activity which caused the breach, the non-breaching party may bring immediate action at law or equity to enjoin the breach by temporary or permanent injunction.

8.3 Nothing contained in this Conservation Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond a party's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the respective party under emergency conditions to prevent, abate, or mitigate significant injury to the encumbered land resulting from such cause or from highway accidents.

8.4 Enforcement of the terms of this Conservation Easement shall be at the discretion of each party, and any forbearance by a party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any such party's rights under this Conservation Easement. No delay or omission by a party in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

9. Public Access. Nothing contained in this Conservation Easement shall be construed as affording the public at large access to any part of the Property, except that the public shall have ingress and egress over the Property along alignments of existing dirt roads and trails that have been dedicated to the public, for the purpose of engaging in any properly permitted activity on the Property.

10. Costs, Insurance, Environmental, Taxes.

10.1 Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted under this Conservation Easement; and said construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

10.2 In the event Grantor is not exempt from paying, then Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), and shall furnish Holder with satisfactory evidence of payment upon request.

10.3 In the event Grantor elects, at its expense, at any time during the term of this Conservation Easement, to maintain a policy or policies of comprehensive general liability insurance, each such policy shall contain a provision that Holder shall be named as an additional insured. Within ten (10) days of issuance of any new policy, commitment or renewal, Grantor shall deliver a certificate of such policy, commitment or renewal to Holder.

10.4 If, at any time, there occurs, or has occurred, a new release in, on, or about the Property of any substance now or hereafter defined, listed or otherwise classified

pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or to the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Holder, in which case Holder shall be responsible therefor.

10.5 Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA").

10.6 Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its Supervisors, members, directors, officers, employees, attorneys, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, (excluding any portion of such liability attributable in whole or in part to the negligence or intentional acts of one or more of the Indemnified Parties); (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including without limitation, CERCLA, by any person other than any of the Indemnified Parties; and (iii) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise threatening to human health or the environment (excluding any portion of such liability attributable in whole or in part to one or more of the Indemnified Parties).

11. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damage resulting therefrom. All expenses reasonably incurred shall be paid out of the amount recovered.

12. Subsequent Transfers. Prior to any transfer, sale, grant, conveyance, gift, deed, divestiture, lease, hypothecation, quitclaim, mortgage or other interest in the Property (collectively "Transfer"), Grantor shall provide written notice of the transfer to Holder at least thirty (30) days before the Transfer. Such notice shall contain the name and most

recent address known to Grantor of the entity that is the subject of the transfer in order for Holder to conduct its obligations and activities with the entity that is the subject of the transfer. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor conducts a transfer, including, without limitation, a leasehold interest.

13. Attorneys' Fees, Costs to Prevailing Party. In the event of a contested court action arising out of the terms of this Conservation Easement, the prevailing party shall be entitled to an award of attorneys' fees and costs against the losing party.

14. No Third Party Enforcement. The terms of this Conservation Easement shall not be enforced by any person who is not a party to this Conservation Easement. The Parties do not intend to cause or allow any person to claim to be a third party beneficiary with any right to enforce or interpret any terms of this Conservation Easement. There is not intended to be and there shall not be any private right of action in favor of any non-party person or entity to enforce or to prevent enforcement of any permission, prohibition or right granted or reserved by or under this Conservation Easement.

15. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

16. Cancellation. This Conservation Easement is subject to cancellation per A.R.S. Section 38-511.

17. No Subordination. Upon recordation in the records of the Pima County Recorder's Office, this Conservation Easement shall be deemed superior to all after-acquired property interests in the Property. Holder shall have no obligation to subordinate its rights and interests in this Conservation Easement to any party.

18. Release Upon Conveyance. The liabilities, duties or obligations of a party hereunder shall cease upon transfer or conveyance by such party of its interest in the Property, except that this provision shall in no way purport to release a party from liability for acts, omissions or events occurring prior to the time of such transfer or conveyance.

19. Recordation. The Parties shall record this instrument in timely fashion in the official records of Pima County, Arizona, and shall furnish the other with satisfactory evidence of same upon request.

20. Notices. Any notice, demand, request, consent, approval or other communication that either party desires or is otherwise required to give shall be in writing and either served personally, by facsimile, or sent by Certified Mail, Return Receipt Requested, as follows:

To Grantor: Phillip Mumford
2222 S. Halsted Street
Chicago, ILL 60608-4531

Copy to: John J. Brady
UDALL LAW FIRM, LLP
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711

To County: Pima County Administrator
130 West Congress Street, 10th Floor
Tucson, AZ 85701
Telecopy: (520) 740-8171

Copy to: Manager
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215
Telecopy: (520) 720-6763

And: Chief Civil Deputy
Pima County Attorney's Office
Civil Division
32 N. Stone Avenue, 21st Floor
Tucson, AZ 85701
Telecopy: (520) 620-6556

21. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Holder may jointly amend the Conservation Easement; provided that no amendment shall be allowed that affects the qualification of the Conservation Easement under the Internal Revenue code or A.R.S. Sections 33-271 et. seq., as amended from time to time. Any such amendment shall be consistent with the purposes of the Conservation Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Conservation Easement, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be recorded in the official records of Pima County.

22. General Provisions.

22.1. Controlling Law, Venue. The laws of the State of Arizona govern the interpretation and performance of this Conservation Easement. Any court action pursuant to this Conservation Easement shall be brought in Arizona Superior Court in Pima County.

22.2. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to

persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22.3. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Conservation Easement.

22.4. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a perpetual servitude running with the Property.

22.5. Exhibits Incorporated. All Exhibits referred to in this Conservation Easement are attached to this Conservation Easement and are incorporated herein by this reference.

22.6. Effective Date. This Conservation Easement is effective and binding when fully executed by both Grantor and Holder.

22.7. Counterparts. This instrument may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all parties have executed at least one counterpart.

22.8. Recitals Incorporated. The Parties hereto acknowledge and agree that the Recitals stated above are true and correct as of the date hereof. The Parties specifically incorporate the Recitals into this Conservation Easement by this reference.

22.9 Heirs, Successors and Assigns Included. Except where otherwise expressly stated, the terms "Grantor" and "Holder" as used herein, shall be deemed to include, respectively, the Grantor, its executors, personal representatives, heirs, successors and assigns, and the Holder, its successors and assigns.

GRANTOR:

Phillip Mumford, a married man as his sole and separate property, who took title as an unmarried man

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me on this 10 day of July, 2014, by John Doe, Notary Public.

Notary Public

My Commission Expires:

ACCEPTED BY HOLDER:
PIMA COUNTY, ARIZONA

Sharon Bronson, Chair, Pima County
Board of Supervisors

Date: _____

ATTEST:

Robin Brigode, Clerk of the Board

APPROVED AS TO FORM:

Tobin Rosen, Deputy Pima County
Attorney, Civil Division

APPROVED AS TO CONTENT:

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

When Recorded Return to:

Pima County Real Property Services
Attn.: Michael D. Stofko, Esq.
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT is granted by Philip Mumford, aka Phillip Mumford, aka Phil Mumford, a married man as his sole and separate property, who took title as a single man, (the "Grantor"), in favor of Pima County, a body politic and corporate of the State of Arizona, (the "Holder") (collectively, the "Parties").

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of that certain real property located in Pima County consisting of approximately two hundred sixty-four (264) fee acres, more particularly described and depicted in Exhibits A and A-1, respectively, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property currently remains in a relatively natural state and has significant ecological values; and

WHEREAS, the Property adjoins the Agua Verde and Cienega Creeks, and is a valuable element of the Cienega Creek Open Space Corridor, which includes the Property, and its ecological values, including flora, fauna, hydrology and soils; and

WHEREAS, all of the natural elements, ecological values and agricultural uses on the Property are of great importance to Grantor and Holder and to the people of Pima County and the State of Arizona and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of the Property, owns the affirmative rights to identify and preserve and protect in perpetuity the natural ecosystems and other significant and relatively natural features and open space of the Property; and

WHEREAS, Grantor desires and intends to transfer such rights to identify, preserve and protect, in perpetuity, the Property's open space character, its significant natural features and open space to Holder; and

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval: 12/16/2014	
Agent: MDS	File: 11,303-001 thru -006	Activity	P [] De [] Do [X] E []

*Ref. Contract No. CT-PW-15*272-00*
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WHEREAS, Grantor and Holder agree that continued operation of the Property as a working ranch as limited by the covenants and conditions herein and in a manner that protects the Property's natural ecosystems, hydrologic and open space values, is consistent with the goals of this Conservation Easement; and

WHEREAS, the State of Arizona has recognized the importance of private efforts toward the preservation of natural areas and open space in the State through enactment of Arizona Revised Statutes ("A.R.S.") Sections 33-271 to 33-276; and

WHEREAS, Holder has also recognized the importance of the preservation of natural areas and open space through the adoption of the Sonoran Desert Conservation Plan (the "Plan"), and the voters of Pima County have endorsed implementation of the Plan by the May 18, 2004, passage of Questions 1, 2, and 4 of the bond measure.

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, Grantor does hereby grant to Holder, by donation, a conservation easement, in gross and in perpetuity, consisting of the rights and reservations enumerated below, over and across the Property (the "Conservation Easement").

1. Purposes. The Parties agree that all of the following are purposes of this Conservation Easement: (i) to assure that the Property will be preserved forever in its predominantly open, scenic, undeveloped and natural condition; (ii) to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property and the Property's natural resources and ecosystems; (iii) to conserve habitat for wildlife; (iv) to protect rare and unique native plants and animals currently known or later identified; (v) to conserve vegetative communities; (vi) to conserve valuable portions of the Cienega Creek watershed; and (vii) to promote the conservation purposes stated in A.R.S. § 33-271(2)(b).

2. Definitions. For the purpose of this Conservation Easement, the following terms shall have the following defined meanings:

"Associated Improvements" shall mean such buildings, structures, corrals, outbuildings, roadways, parking areas, improvements, living quarters, swimming pools as are customarily appurtenant to comparable single family ranch dwellings in the vicinity of the Property, including, but not limited to living quarters in connection with Authorized Uses on the Property;

"Commercial Feed Lot" shall mean a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and which is maintained for the purposes of engaging in the business of the reception and the feeding of livestock for hire;

“Conservation Values” shall mean the aspects of the Property that remain substantially undeveloped, natural, open space, natural wildlife habitats, areas of biological diversity and/or ecological importance.

“Baseline Documentation Report”, or, “the Report”, shall mean the Report attached hereto as Exhibit “B”, which is an inventory of relevant features of the Property incorporated by this reference herein, which consists of maps, photographs, plot sampling, collection, and observation, and other evidence that the parties provide, or will provide, and presents an accurate representation of the condition of the Property at the time of the conveyance of this Conservation Easement.

3. Grant of Easement and Development Rights. In consideration of the benefits to be provided to the residents of Pima County and to the Conservation Values of the Property through the granting of this Conservation Easement, Grantor hereby voluntarily grants, conveys, transfers and sells to Holder this Conservation Easement, in perpetuity, the terms and conditions of which are stated herein, over and across the Property. The Conservation Easement shall be an easement in gross applying to the Property, shall run with the land and shall bind the Grantor and Holder, and their respective assigns and successors in interest, in perpetuity, subject to the terms and conditions contained herein. Further, as a part of this Conservation Easement, Grantor hereby grants to Holder all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it is now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

4. Rights of Holder. Grantor hereby grants and conveys the following rights to Holder, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Holder, provided further that any right of Holder to enter upon the Property shall not require the payment of any fee, charge, costs or other consideration to Grantor:

- a. To identify, preserve, protect and monitor, in perpetuity, the Conservation Values of the Property as described in the Baseline Documentation Report;
- b. To prevent Grantor or third persons from conducting any activity on or use of the Property that is prohibited or inconsistent with the Conservation Easement;
- c. The right to reasonable entry and access to the Property (except residences) for inspection and monitoring purposes and for enforcement of the terms of this Conservation Easement. Holder will make reasonable efforts to notify Grantor and/or persons in residence on the Property prior to entry onto any portion of the Property. Holder shall not in any case unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

d. Holder shall have the right to enter upon the Property at any time during the term of this Conservation Easement under emergency circumstances, provided Holder shall give Grantor such notice as may be practical under the circumstances, to prevent imminent default of the terms of this Conservation Easement or, in Holder's sole discretion, to prevent damage to or destruction of the Conservation Values.

5. Consistent Uses of the Easement Property.

a. Subject to the terms and conditions of this Conservation Easement, Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are: (i) not expressly prohibited by this Conservation Easement; and (ii) not inconsistent with the terms, conditions, intent and purpose of this Conservation Easement.

b. Pursuant to the terms of A.R.S. Sections 33-271 to 33-276, the Property conserved hereby may not be converted or directed to any uses other than those provided herein.

c. Holder acknowledges that the following rights relating to the uses and practices on the Property are consistent with this Conservation Easement, and the uses and practices shall not be precluded, prevented or unreasonably limited by this Conservation Easement other than the requirements, if any, of notice to and/or prior approval of Holder where specifically provided herein which approval shall not be unreasonably withheld or delayed:

1) Livestock grazing, consistent with the manner of existing grazing and the Pima County Range Management Standards and Guidelines.

2) Shrub removal as reasonable and necessary for fencing or maintaining utility easements, livestock developments, and residential needs necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.

3) The use of existing corrals, barns, outbuildings, or ranch dumpsites reasonable and necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.

4) The construction of replacement corrals, barns, outbuildings, residences or other structures on the existing disturbed sites necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.

5) Use of water from designated water developments or natural sources for on-site domestic, livestock watering, fire-fighting, or dust control that is not excessive or inconsistent with historic and traditional uses of the Property.

- 6) Fire protection and prescribed fire activities, with written approval of Holder, for areas exceeding 10 or more acres.
- 7) New or replacement fencing necessary for permitted ranching and farming operations provided the fencing allows safe passage of wildlife.
- 8) Use of herbicides or pesticides in the residence area, or in barns, corrals, or other livestock confinements or for the control of invasive plants.
- 9) Replacement of existing wells, pumps, pipelines, windmills and storage tanks as necessary for permitted ranching operations on the Property along with repair of existing water developments.
- 10) Construction of new roads where necessary to enhance or protect Conservation Values on the Property or to facilitate permitted livestock-related activities upon agreement of Holder.
- 11) Construction of trails for non-motorized, passive recreation including hiking, horseback riding, swimming, picnicking, and bird watching upon approval of the Holder.
- 12) Construction of additional residences and approved associated improvements necessary for permitted ranching operations on the Property, provided they are limited to a cumulative impact footprint of ten (10) acres, and further provided they are located outside the 100 year flood zone of Agua Verde Creek or on location(s) identified with prior written County concurrence. Any such construction must also be in compliance with all applicable laws, permit requirements, and rules and regulations including but not limited to zoning regulations.
- 13) Grantor shall not utilize the Property in a manner that is inconsistent with the purposes of this Conservation Easement or that negatively impacts the Conservation Values.

6. Prohibited Uses and Practices: Grantor expressly agrees and states that the following uses and practices, though not an exhaustive or complete list, are specifically prohibited under the terms of the Conservation Easement and are, *per se*, defaults under the terms of this Conservation Easement, unless otherwise specifically permitted herein.

- a. Constructing or placing of any additional buildings on the Property, except construction of additional residences as provided in Paragraph (5)(c)(12), and Associated Improvements.
- b. Construction or placement of any multiple-unit housing, utility corridors, through-roads or rights-of-way, campgrounds, racetracks, motocross courses, golf courses, skate or recreational vehicle parks, mud runs, condominiums, time-share units, trailer parks, mobile homes, high-intensity lighting, motels or hotels, billboards, towers,

power generation or transmission facilities, antennas or equipment for telecommunications and/or radar, or use of the Property as an aircraft or helicopter landing site except in an emergency.

c. Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Property authorized herein.

d. Severing of surface or subsurface water rights associated with the Property, including the transfer, encumbrance, lease and sale of water rights.

e. Development of, or the granting of rights-of-way, access or easements for, roads or utilities including telecommunications facilities, except as necessary for permitted buildings.

f. Any paving of roads using asphalt or concrete.

g. Filing, excavating, 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 as minimally necessary in connection with such activities as may be required in performing any activities permitted herein.

h. The storage, dumping, accumulation or disposal of toxic and/or hazardous materials, trash, ashes, garbage, waste or other unsightly or offensive material on the Property, including any actual or planned underground storage tanks for petroleum or other polluting substances, except permitted septic tanks.

i. Any surface collection or excavation of archaeological artifacts and/or materials.

j. The introduction of invasive, non-native plant species or exotic animals other than domestic animals.

k. Pumping of groundwater for other than currently existing or permitted uses on the Property as provided for herein, except that any increases in groundwater pumping shall not be permitted that adversely affects the natural values of the Property.

l. Any commercial woodcutting.

m. Any removal of native plants, animals or natural vegetation for commercial purposes.

n. Any: (i) feeder pig operations, slaughtering, hog finishing operations, cattle feed lot operations, commercial feed lot; (ii) commercial raising of poultry in confined situations; or (iii) cattle feeding operation; provided that nothing herein shall prevent Grantor from seasonally containing livestock into an area for feeding or the

leasing of pasture for the grazing of livestock by others, subject to this Conservation Easement.

7. Baseline Monitoring Report. The Parties hereby acknowledge that a Baseline Documentation Report has been completed by a competent biologist familiar with the Property and its environs. The Parties have reviewed the Report and acknowledge that it is an accurate description of the physical and biological condition of the Property at the time of the grant of this Conservation Easement. In the event a controversy arises with respect to the nature and extent of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other information to assist in the resolution of that controversy.

8. Defaults and Remedies:

The Parties will use the following process to resolve disputes regarding compliance with the terms of this Conservation Easement:

8.1. If a dispute arises between the Parties with respect to this Conservation Easement, Grantor and Holder agree to use nonbinding arbitration to attempt to resolve the dispute. Grantor agrees not to proceed with any proposed use or activity pending resolution of the dispute. The arbitrator shall be mutually approved. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Nothing herein shall be interpreted to prevent Holder from resorting to judicial proceedings for injunctive relief or otherwise to prevent imminent harm to the Conservation Values or to enjoin a violation pursuant to paragraph 8.2.

8.2. If either party is in breach of the terms of the Conservation Easement, the breaching party shall be given written notice of such breach and a demand to take corrective action sufficient to cure the breach and, where the breach involves injury to the Property resulting from any activity inconsistent with the purpose of the Conservation Easement, to restore the portion of the Property so injured. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, or under circumstances where the breach cannot reasonably be cured within a thirty (30) day period, fails to begin curing such a breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, then the non-breaching party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Conservation Easement, to enjoin the breach by temporary or permanent injunction, to recover any damages to which it may be entitled for breach of the terms of the Conservation Easement, including damages for any loss thereof, and to require the restoration of the Easement Property to the condition that existed prior to any such injury. If upon receipt of notice from the non-breaching party, the breaching party fails to cease the activity which caused the breach, the non-breaching party may bring immediate action at law or equity to enjoin the breach by temporary or permanent injunction.

8.3 Nothing contained in this Conservation Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond a party's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the respective party under emergency conditions to prevent, abate, or mitigate significant injury to the encumbered land resulting from such cause or from highway accidents.

8.4 Enforcement of the terms of this Conservation Easement shall be at the discretion of each party, and any forbearance by a party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any such party's rights under this Conservation Easement. No delay or omission by a party in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

9. Public Access. Nothing contained in this Conservation Easement shall be construed as affording the public at large access to any part of the Property, except that the public shall have ingress and egress over the Property along alignments of existing dirt roads and trails that have been dedicated to the public, for the purpose of engaging in any properly permitted activity on the Property.

10. Costs, Insurance, Environmental, Taxes.

10.1 Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted under this Conservation Easement; and said construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

10.2 In the event Grantor is not exempt from paying, then Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), and shall furnish Holder with satisfactory evidence of payment upon request.

10.3 In the event Grantor elects, at its expense, at any time during the term of this Conservation Easement, to maintain a policy or policies of comprehensive general liability insurance, each such policy shall contain a provision that Holder shall be named as an additional insured. Within ten (10) days of issuance of any new policy, commitment or renewal, Grantor shall deliver a certificate of such policy, commitment or renewal to Holder.

10.4 If, at any time, there occurs, or has occurred, a new release in, on, or about the Property of any substance now or hereafter defined, listed or otherwise classified

pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or to the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Holder, in which case Holder shall be responsible therefor.

10.5 Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA").

10.6 Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its Supervisors, members, directors, officers, employees, attorneys, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, (excluding any portion of such liability attributable in whole or in part to the negligence or intentional acts of one or more of the Indemnified Parties); (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including without limitation, CERCLA, by any person other than any of the Indemnified Parties; and (iii) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise threatening to human health or the environment (excluding any portion of such liability attributable in whole or in part to one or more of the Indemnified Parties).

11. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damage resulting therefrom. All expenses reasonably incurred shall be paid out of the amount recovered.

12. Subsequent Transfers. Prior to any transfer, sale, grant, conveyance, gift, deed, divestiture, lease, hypothecation, quitclaim, mortgage or other interest in the Property (collectively "Transfer"), Grantor shall provide written notice of the transfer to Holder at least thirty (30) days before the Transfer. Such notice shall contain the name and most

recent address known to Grantor of the entity that is the subject of the transfer in order for Holder to conduct its obligations and activities with the entity that is the subject of the transfer. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor conducts a transfer, including, without limitation, a leasehold interest.

13. Attorneys' Fees, Costs to Prevailing Party. In the event of a contested court action arising out of the terms of this Conservation Easement, the prevailing party shall be entitled to an award of attorneys' fees and costs against the losing party.

14. No Third Party Enforcement. The terms of this Conservation Easement shall not be enforced by any person who is not a party to this Conservation Easement. The Parties do not intend to cause or allow any person to claim to be a third party beneficiary with any right to enforce or interpret any terms of this Conservation Easement. There is not intended to be and there shall not be any private right of action in favor of any non-party person or entity to enforce or to prevent enforcement of any permission, prohibition or right granted or reserved by or under this Conservation Easement.

15. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

16. Cancellation. This Conservation Easement is subject to cancellation per A.R.S. Section 38-511.

17. No Subordination. Upon recordation in the records of the Pima County Recorder's Office, this Conservation Easement shall be deemed superior to all after-acquired property interests in the Property. Holder shall have no obligation to subordinate its rights and interests in this Conservation Easement to any party.

18. Release Upon Conveyance. The liabilities, duties or obligations of a party hereunder shall cease upon transfer or conveyance by such party of its interest in the Property, except that this provision shall in no way purport to release a party from liability for acts, omissions or events occurring prior to the time of such transfer or conveyance.

19. Recordation. The Parties shall record this instrument in timely fashion in the official records of Pima County, Arizona, and shall furnish the other with satisfactory evidence of same upon request.

20. Notices. Any notice, demand, request, consent, approval or other communication that either party desires or is otherwise required to give shall be in writing and either served personally, by facsimile, or sent by Certified Mail, Return Receipt Requested, as follows:

To Grantor: Phillip Mumford
2222 S. Halsted Street
Chicago, ILL 60608-4531

Copy to: John J. Brady
UDALL LAW FIRM, LLP
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711

To County: Pima County Administrator
130 West Congress Street, 10th Floor
Tucson, AZ 85701
Telecopy: (520) 740-8171

Copy to: Manager
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215
Telecopy: (520) 720-6763

And: Chief Civil Deputy
Pima County Attorney's Office
Civil Division
32 N. Stone Avenue, 21st Floor
Tucson, AZ 85701
Telecopy: (520) 620-6556

21. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Holder may jointly amend the Conservation Easement; provided that no amendment shall be allowed that affects the qualification of the Conservation Easement under the Internal Revenue code or A.R.S. Sections 33-271 et. seq., as amended from time to time. Any such amendment shall be consistent with the purposes of the Conservation Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Conservation Easement, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be recorded in the official records of Pima County.

22. General Provisions.

22.1. Controlling Law, Venue. The laws of the State of Arizona govern the interpretation and performance of this Conservation Easement. Any court action pursuant to this Conservation Easement shall be brought in Arizona Superior Court in Pima County.

22.2. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to

persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22.3. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Conservation Easement.

22.4. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a perpetual servitude running with the Property.

22.5. Exhibits Incorporated. All Exhibits referred to in this Conservation Easement are attached to this Conservation Easement and are incorporated herein by this reference.

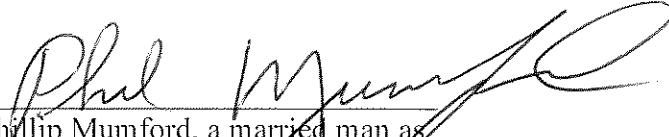
22.6. Effective Date. This Conservation Easement is effective and binding when fully executed by both Grantor and Holder.

22.7. Counterparts. This instrument may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all parties have executed at least one counterpart.

22.8. Recitals Incorporated. The Parties hereto acknowledge and agree that the Recitals stated above are true and correct as of the date hereof. The Parties specifically incorporate the Recitals into this Conservation Easement by this reference.

22.9 Heirs, Successors and Assigns Included. Except where otherwise expressly stated, the terms "Grantor" and "Holder" as used herein, shall be deemed to include, respectively, the Grantor, its executors, personal representatives, heirs, successors and assigns, and the Holder, its successors and assigns.

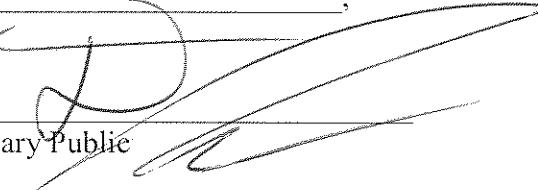
GRANTOR:

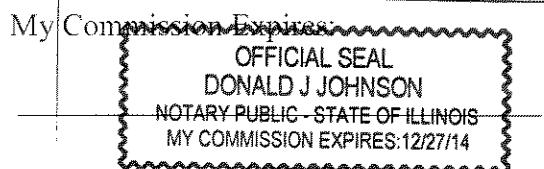

Philip Mumford, a married man as
his sole and separate property, who
took title as an unmarried man

STATE OF IL)
COUNTY OF COOK) ss
)

This instrument was acknowledged before me on this 2 day of

DEC, 2014, by Phil Mumford,


Notary Public



ACCEPTED BY HOLDER:
PIMA COUNTY, ARIZONA

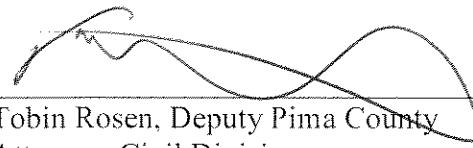
Sharon Bronson, Chair, Pima County
Board of Supervisors

Date: _____

ATTEST:

Robin Brigode, Clerk of the Board

APPROVED AS TO FORM:


Tobin Rosen, Deputy Pima County
Attorney, Civil Division

APPROVED AS TO CONTENT:


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

Order Number: 14420198

Exhibit A

PARCEL 1:

The West half of the following described property:

The South half of the North half of Section 14, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona; EXCEPT the Southeast Quarter of the Northeast Quarter of said Section 14; and

EXCEPT any mineral, oil and gas rights as reserved in Deeds recorded in Docket 3305, pages 449 and 450;

EXCEPT an interest in and to all the oil, gas and other minerals as conveyed in Docket 6783, page 911.

Jv arb: 3 and 8

PARCEL 2:

The South half of the North half of Section 14, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona; EXCEPT the Southeast Quarter of the Northeast Quarter of said Section 14; and

FURTHER EXCEPT the West half;

EXCEPT any mineral, oil and gas rights as reserved in Deeds recorded in Docket 3305, pages 449 and 450;

EXCEPT an interest in and to all the oil, gas and other minerals as conveyed in Docket 6783, page 911.

Jv arb: 7

PARCEL 3:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 00 degrees 05 minutes 14 seconds West along the Easterly line of Section 15, a distance of 1311.28 feet to the Southeast corner of the North half of the South half of Section 15;

Thence South 89 degrees 12 minutes 31 seconds West along the Southerly line of said North half of the South half of Section 15, a distance of 2772.26 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 12 minutes 31 seconds West, 1236.64 feet;

Thence North 00 degrees 30 minutes 36 seconds West, 945.10 feet;

Exhibit "A"

Order Number: 14420198

Thence South 85 degrees 20 minutes 08 seconds East, 348.65 feet;
Thence South 69 degrees 00 minutes 25 seconds East, 248.80 feet;
Thence South 35 degrees 45 minutes 31 seconds East, 175.28 feet;
Thence South 72 degrees 09 minutes 47 seconds East, 344.30 feet;
Thence South 62 degrees 06 minutes 36 seconds East, 138.26 feet;
Thence North 77 degrees 19 minutes 34 seconds East, 183.38 feet;
Thence South 48 degrees 35 minutes 37 seconds East, 45.18 feet;
Thence South 21 degrees 53 minutes 13 seconds East, 62.02 feet;
Thence South 15 degrees 16 minutes 29 seconds West, 467.45 feet to the TRUE POINT OF BEGINNING .

Jv arb: 11

PARCEL 4:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 00 degrees 05 minutes 14 seconds West along the Easterly line of Section 15, a distance of 614.44 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 00 degrees 05 minutes 14 seconds West, 696.83 feet to the Southeast corner of the North half of the South half of Section 15;

Thence South 89 degrees 12 minutes 31 seconds West along the Southerly line of said North half of the South half of Section 15, a distance of 1371.12 feet;

Thence North 00 degrees 50 minutes 04 seconds West, 570.22 feet;

Thence North 69 degrees 28 minutes 57 seconds East, 335.94 feet;

Thence North 89 degrees 16 minutes 39 seconds East, 431.53 feet;

Thence North 36 degrees 45 minutes 58 seconds East, 88.78 feet;

Thence North 51 degrees 52 minutes 31 seconds East, 44.24 feet;

Thence North 82 degrees 50 minutes 05 seconds East, 61.93 feet;

Order Number: 14420198

Thence South 86 degrees 27 minutes 16 seconds East, 125.57 feet;

Thence South 80 degrees 39 minutes 01 seconds East, 157.42 feet;

Thence South 76 degrees 08 minutes 04 seconds East, 210.30 feet to the TRUE POINT OF BEGINNING

Jv arb: 13

PARCEL 5:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 89 degrees 18 minutes 39 seconds West along the Northerly line of the North half of the South half of Section 15, a distance of 4022.53 feet;

Thence South 00 degrees 30 minutes 36 seconds East, 373.20 feet;

Thence South 85 degrees 20 minutes 08 seconds East, 348.65 feet;

Thence South 69 degrees 00 minutes 25 seconds East, 248.80 feet;

Thence South 35 degrees 45 minutes 31 seconds East, 175.28 feet;

Thence South 72 degrees 09 minutes 47 seconds East, 344.30 feet;

Thence South 62 degrees 06 minutes 36 seconds East, 138.26 feet;

Thence North 77 degrees 19 minutes 34 seconds East, 183.38 feet;

Thence South 48 degrees 35 minutes 37 seconds East, 45.18 feet;

Thence South 21 degrees 53 minutes 13 seconds East, 62.02 feet;

Thence South 15 degrees 16 minutes 29 seconds West, 467.45 feet to a point on the Southerly line of the North half of the South half of Section 15;

Thence North 89 degrees 12 minutes 31 seconds East along said southerly line, 1401.14 feet;

Thence North 00 degrees 50 minutes 04 seconds West, 570.22 feet;

Thence North 69 degrees 28 minutes 57 seconds East, 335.94 feet;

Thence North 89 degrees 16 minutes 39 seconds East, 431.53 feet;

Order Number: 14420198

Thence North 36 degrees 45 minutes 58 seconds East, 88.78 feet;

Thence North 51 degrees 52 minutes 31 seconds East, 44.24 feet;

Thence North 82 degrees 50 minutes 05 seconds East, 61.93 feet;

Thence South 86 degrees 27 minutes 16 seconds East, 125.57 feet;

Thence South 80 degrees 39 minutes 01 seconds East, 157.42 feet;

Thence South 76 degrees 08 minutes 04 seconds East, 210.30 feet to the Easterly line of said North half of the South half of Section 15;

Thence North 00 degrees 05 minutes 14 seconds East, 614.44 feet to the TRUE POINT OF BEGINNING

Jv arb: 14

PARCEL 6A:

The Southeast Quarter of the Northeast Quarter of Section 16, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona.

EXCEPT the Northwest Quarter of the Southeast Quarter of the Northeast Quarter and EXCEPT the South 330 feet of the East 660 feet of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 16 South, Range 17 East.

PARCEL 6B:

A non-exclusive easement for ingress and egress over the North 20 feet of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 16;

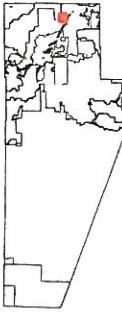
AND

A non-exclusive easement for ingress and egress over the East 20 feet of the Southeast Quarter of the Northeast Quarter of said Section 16.

**Aqua Verde Ranch:
Phillip Mumford
Conservation Easement
Donation**

- Donation Parcels
- Natural Preserve
- Named Road
- Unnamed Road

Pima County Index Map

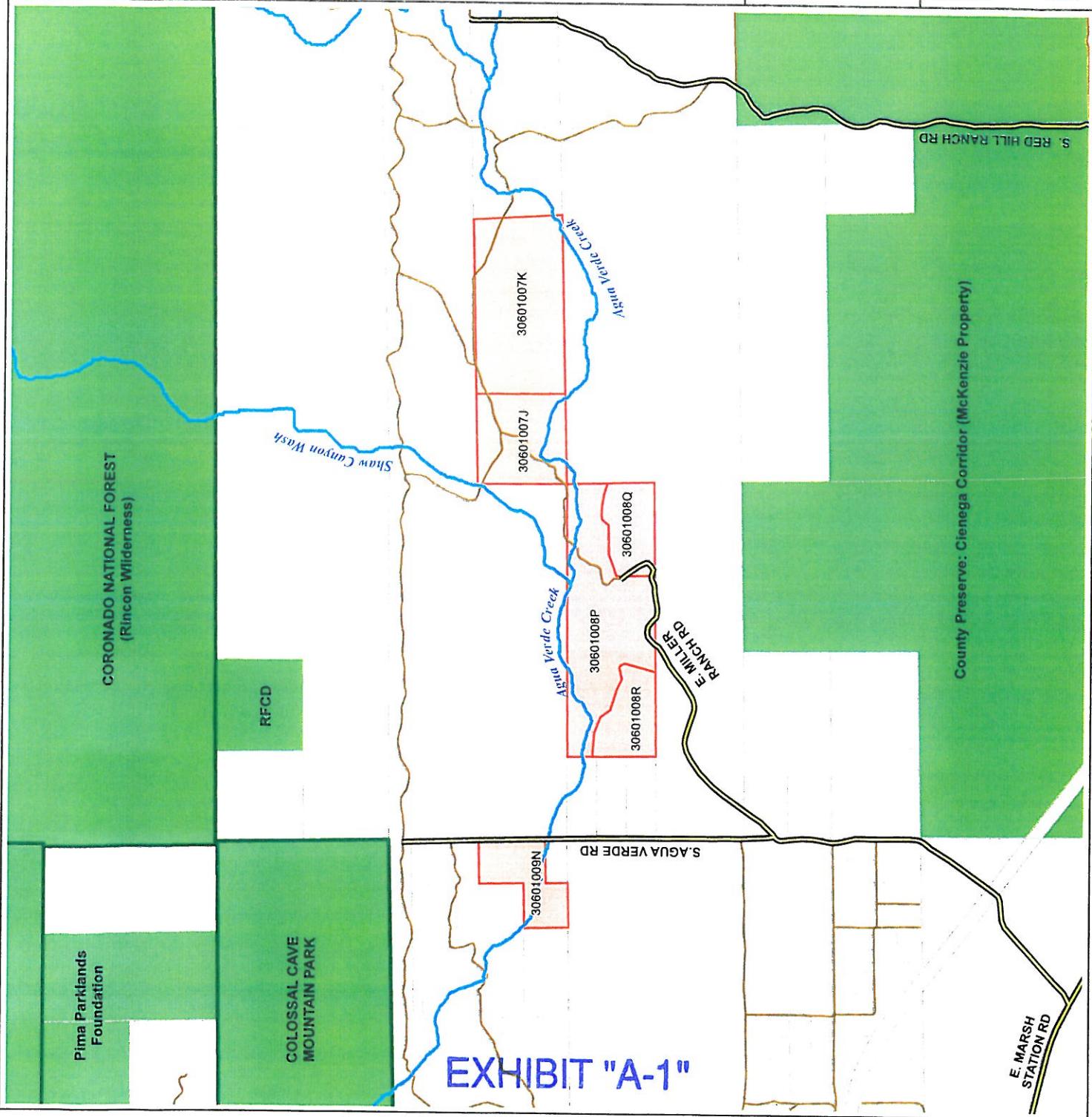


From: Map 520000 Rev 1 1/500,000 (for Act 1531)



10/31/2014

PIMA COUNTY
GEOGRAPHIC INFORMATION SYSTEMS
Pima County Sheriff's Office, Technology Dept.,
201 North Stone Avenue, Room 100, Tucson, AZ
(520) 726-2422, FAX (520) 726-4171



Mumford Ranch Conservation Easement

Baseline Documentation Report



December 2014

Prepared by:

Iris Rodden
Pima County Natural Resources Parks & Recreation
3500 W. River Road
Tucson, AZ 85741

Exhibit "B"

PROPERTY LOCATION

The property proposed for a Conservation Easement is approximately 262 acres, comprised of Parcel numbers 306-01-009N, 306-01-007K, 306-01-008P, 306-01-007J, 306-01-008Q, and 306-01-008R (Figure 1). This property is located in the Agua Verde Creek area, just north of Pima County owned McKenzie (Figure 2) within the Biological Core and Important Riparian Area categories.

PROPERTY DESCRIPTION

The property is comprised of 6 parcels that are located along the Agua Verde Creek in Sections 14, 15 and 16, Township 16 South, Range 17 East, Pima County, Arizona, sloping broadly from the Rincon Mountain foothills in the north and east down towards the west. The Agua Verde Creek is an ephemeral drainage that runs from east to west through the conservation easement, originating in the Rincon Mountains and draining ultimately into Cienega Creek and the Pantano Wash. Elevations on the property range from 3,680 feet in the northeast upland, down to 3,560 in the drainage bottom, and back up to 3,600 in the southwest upland.

Vegetation

Uplands in the northeastern and southwestern portions of the property contain calcareous soils and can be characterized as Semidesert Grassland¹. The upland plant community in this area is diverse and dominated by creosote bush (*Larrea tridentata*), ocotillo (*Fouquieria splendens*) and banana yucca (*Yucca baccata*). Prickly pear (*Opuntia* sp.), whitethorn acacia (*Acacia constricta*) and velvet mesquite (*Prosopis velutina*) are other common midstory/overstory species, and mixed cacti, shrubby coldenia (*Tiquilia canescens*), desert zinnia (*Zinnia acerosa*) and annual grasses and forbs are common in the understory. See Table 1a for list of plants noted in the uplands during the site visit.

Agua Verde Creek

The Agua Verde Creek flows through the entire easement with the exception of upland Parcels 306-01-008R and 306-01-008Q. There was no surface water present in the creek within these parcels during the site visit with the sole exception of the southeastern corner of Parcel 306-01-007K.

The creek bottom is mostly lined with mesquite, ash (*Fraxinus velutina*), and a few cottonwoods (*Populus fremontii*) and Arizona walnuts (*Juglans major*). The adjacent riparian floodplain is dominated by mesquite, whitethorn acacia, netleaf hackberry (*Celtis reticulata*), and littleleaf sumac (*Rhus microphylla*), with various grasses and forbs providing ground cover. Table 1b is a list of species found on the riparian and floodplain areas of the property during the site visit.

Structures

There are three water towers in the uplands north of the entrance gate (Photo 7). There is a complex of structures, including a house and associated barns and corrals in the lowlands along the south bank of the Agua Verde in the central Parcel 306-01-008P. A small buried cistern was noted in western Parcel

¹ Brown, David, ed., 1994. Biotic Communities: Southwestern United States and Northwestern Mexico, Salt Lake City: University of Utah Press

306-01-009N (Photo 2). There is also a small corral on the north bank of the Creek in the far southeastern corner of the property.

Property Condition

The riparian corridor in this area is suffering from the effects of long-term drought and a falling water table, and many of the larger trees are dying (Photos 6, 12, 13). Particularly affected species include cottonwood, velvet ash, and Arizona walnut. It is likely that over time these mesoriparian tree species will be replaced by more xeric ones such as velvet mesquite, hackberry, and acacias. Bermuda grass (*Cynodon dactylon*) is the most common invasive species in this area, with scattered instances of stinking lovegrass (*Eragrostis cilianensis*) London rocket (*Sisymbrium irio*), and buffelgrass (*Pennisetum ciliare*).

Upland areas are in fairly good condition. Although there is evidence of historical grazing on the property, there were no cattle present at the time of the site visit. There is a single horse that has been free-ranging across the property. Most of the impacts appear to be in the form of non-native and exotic species that have established and are spreading due to previous disturbances and grazing activities. The most common non-native species is Lehmann's lovegrass (*Eragrostis lehmanniana*), with a few instances of buffelgrass, stinking lovegrass, African lovegrass (*Eragrostis echinochloidea*), African sumac (*Rhus lancea*), and feathery cassia (*Senna artemisioides*). See Table 1 for a complete list of plants noted during the site visit.

The creek bottom in the southeast corner of Parcel 306-01-007K has been altered with earth-moving equipment to create a water retention berm and pond in the channel (Photos 16-18). These modifications are recent and were, in fact, in process during the site visit on November 20. It is unclear what if any effect these modifications will have on downstream conditions.

PHOTOS

Photos were taken at various locations across the Conservation Easement. The locations of the photo points were not physically marked, but their locations were recorded with a hand held GPS unit in datum UTM NAD83. The direction in which each photo was taken, and a description of the photo, are noted in Table 2.

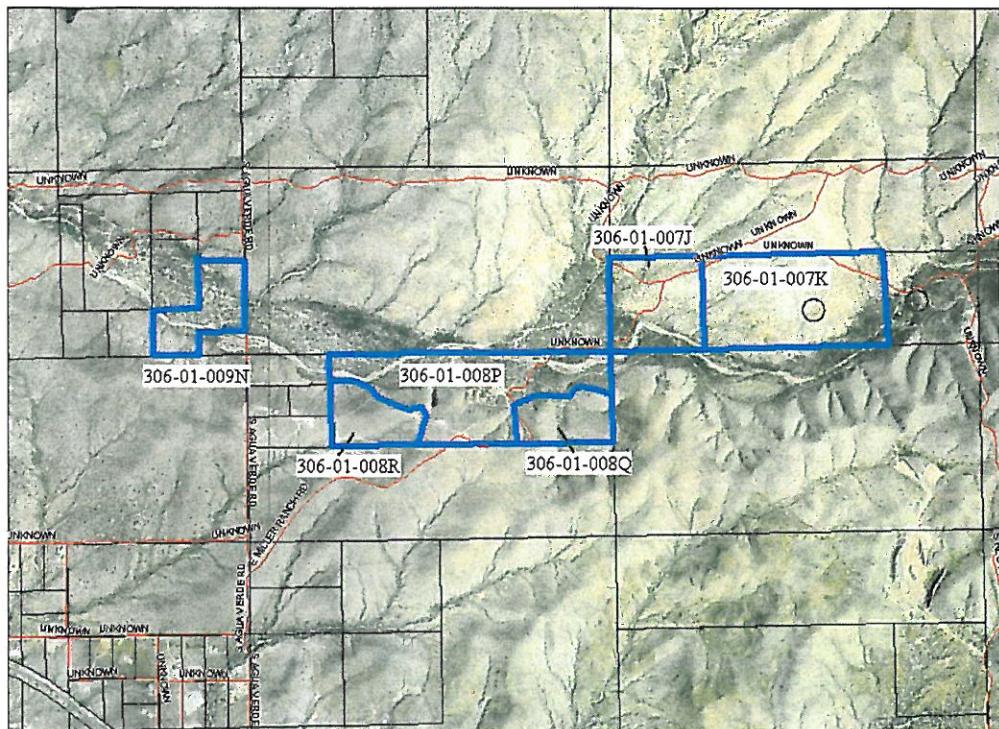


Figure 1: Parcels within the Conservation Easement

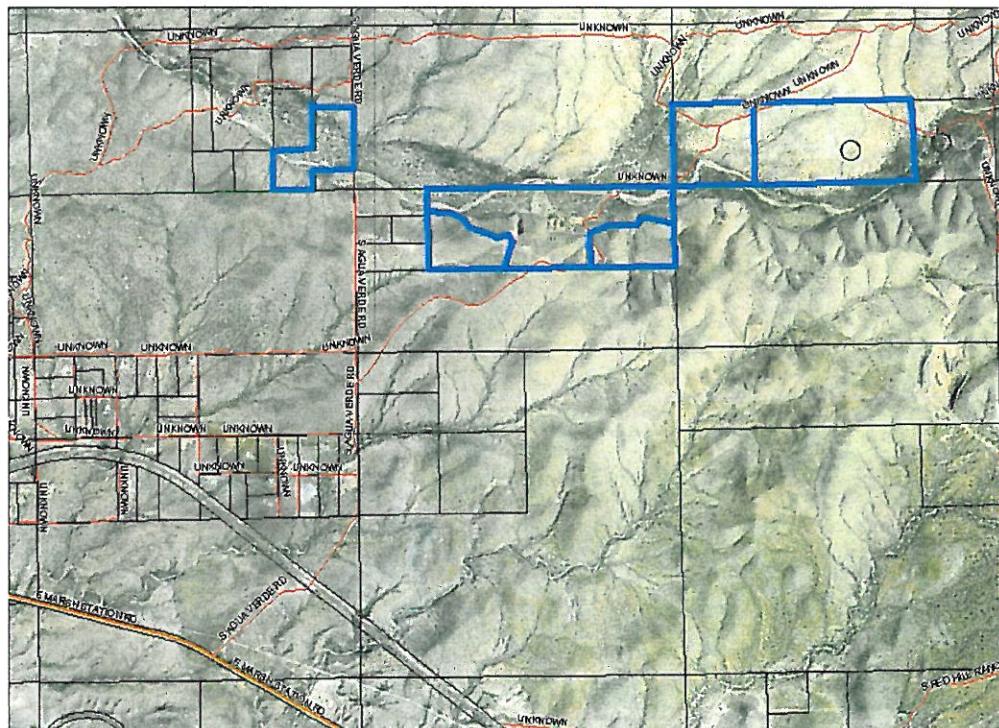


Figure 2: Area location of the Conservation Easement

Table 1a. Plants seen in upland areas

Scientific name	Common name
<i>Acacia constricta</i>	whitethorn acacia
<i>Acacia greggii</i>	catclaw acacia
<i>Acourtia nana</i>	desert holly
<i>Agave chrysantha</i>	golden flowered agave
<i>Allionia incarnata</i>	trailing four o'clock
<i>Aloysia wrightii</i>	beebrush
<i>Aristida purpurea neallyi</i>	blue threeawn
<i>Avenia filiformis</i>	Trans-Pecos ayenia
<i>Ayenia microphylla</i>	dense ayenia
<i>Bahia absinthifolia</i>	silverleaf bahia
<i>Bouteloua aristidoides</i>	needle grama grass
<i>Bouteloua curtipendula</i>	sideoats grama grass
<i>Bouteloua eriopoda</i>	black grama grass
<i>Bouteloua trifida</i>	red grama grass
<i>Caliandra eriophylla</i>	fairyduster
<i>Chamaesaracha sordida</i>	hairy five eyes
<i>Condalia warnockii</i>	Warnock's condalia
<i>Croton pottsii</i>	leatherweed
<i>Cylindropuntia leptocaulis</i>	Christmas cholla
<i>Cylindropuntia versicolor</i>	staghorn cholla
<i>Dalea pogonathera</i>	bearded prairie clover
<i>Dasylirion wheeleri</i>	sotol
<i>Echinocereus</i> sp.	hedgehog cactus
<i>Echinomastus electrocentrus</i>	needle-spined cactus
<i>Enneapogon desvauxii</i>	nine-awned pappus grass
<i>Ephedra trifurca</i>	Mormon tea
<i>Eragrostis echinochloidea*</i>	African lovegrass
<i>Eragrostis lehmanniana*</i>	Lehmann's lovegrass
<i>Erioneuron pulchellum</i>	fluffgrass
<i>Ferocactus wislizeni</i>	fishhook barrel cactus
<i>Fouquieria spendens</i>	ocotillo
<i>Heliomeris longifolia</i>	longleaf false goldeneye
<i>Heteropogon contortus</i>	tanglehead
<i>Hibiscus denudatus</i>	rock hibiscus
<i>Krameria erecta</i>	range ratany
<i>Larrea tridentata</i>	creosote
<i>Menodora scabra</i>	twinberry
<i>Muhlenbergia porteri</i>	bush muhly
<i>Opuntia engelmannii</i>	cactus apple
<i>Opuntia phaeacantha</i>	tulip prickly pear

Table 1a. Plants seen in upland areas

Scientific name	Common name
<i>Panicum hirticaule</i>	Mexican panicgrass
<i>Pappophorum vaginatum</i>	pappus grass
<i>Parkinsonia microphylla</i>	littleleaf paloverde
<i>Parthenium incanum</i>	mariola
<i>Pennisetum ciliare</i> *	buffelgrass
<i>Pleuraphis mutica</i>	tobosa
<i>Prosopis velutina</i>	velvet mesquite
<i>Psilostrophe cooperi</i>	Cooper's paperflower
<i>Rhus lancea</i> *	African sumac
<i>Rhus microphylla</i>	littleleaf sumac
<i>Senna artemisioides</i> *	feathery cassia
<i>Sphaeralcea laxa</i>	caliche globemallow
<i>Thamnosma texana</i>	Dutchman's britches
<i>Thymophylla pentachaeta</i>	fiveneedle pricklyleaf
<i>Tidestromia lanuginosa</i>	woolymat
<i>Tiquilia canescens</i>	shrubby coldenia
<i>Tridens mutica</i>	slim tridens
<i>Yucca baccata</i>	banana yucca
<i>Yucca elata</i>	soaptree yucca
<i>Zinnia acerosa</i>	desert zinnia
<i>Zizyphus obtusifolia</i>	graythorn

*Denotes non-native species

Table 1b. Plants seen in riparian and floodplain areas

Scientific name	Common name
<i>Acacia constricta</i>	whitethorn acacia
<i>Acacia greggii</i>	catclaw acacia
<i>Aloysia wrightii</i>	beebrush
<i>Amaranthus palmeri</i>	carelessweed
<i>Ambrosia confertiflora</i>	slimleaf bursage
<i>Aristida adscensionis</i>	Sixweeks threeawn
<i>Atriplex canescens</i>	fourwing saltbush
<i>Baccharis salicifolia</i>	seep willow
<i>Baccharis sarothroides</i>	desert broom
<i>Bahia absinthifolia</i>	silverleaf bahia
<i>Bouteloua aristidoides</i>	needle grama grass
<i>Bouteloua barbata</i>	sixweeks grama grass
<i>Celtis reticulata</i>	netleaf hackberry
<i>Chloris virgata</i>	feather fingergrass
<i>Clematis drummondii</i>	Drummond's clematis
<i>Commicarpus scandens</i>	climbing wartclub
<i>Cottea pappophoroides</i>	cotta grass
<i>Cylindropuntia spinosa</i>	cane cholla
<i>Cynodon dactylon</i> *	Bermuda grass
<i>Dicliptera resupinata</i>	Arizona foldwing
<i>Digitaria californica</i>	Arizona cottontop
<i>Echinopepon wrightii</i>	wild balsam apple
<i>Enneapogon desvauxii</i>	nine-awned pappus grass
<i>Eragrostis cilianensis</i> *	stinking lovegrass
<i>Eragrostis pectinacea</i>	tufted lovegrass
<i>Erodium cicutarium</i>	redstem filaree
<i>Fraxinus velutina</i>	velvet ash
<i>Gutierrezia microcephala</i>	threadleaf snakeweed
<i>Ipomoea</i> sp.	morning glory vine
<i>Juglans major</i>	Arizona walnut
<i>Larrea tridentata</i>	creosote
<i>Leptochloa dubia</i>	green sprangletop
<i>Leptochloa filiformis</i>	red sprangletop
<i>Machaeranthera tagetina</i>	mesa tansyaster
<i>Malva parviflora</i> *	cheeseweed
<i>Marrubium vulgare</i> *	horehound
<i>Mimulus guttatus</i>	monkeyflower
<i>Muhlenbergia porteri</i>	bush muhly
<i>Muhlenbergia rigens</i>	deergrass

Table 1b. Plants seen in riparian and floodplain areas

Scientific name	Common name
<i>Panicum hirticaule</i>	Mexican panicgrass
<i>Pappophorum vaginatum</i>	pappus grass
<i>Pennisetum ciliare</i> *	buffelgrass
<i>Physalis</i> sp.	ground cherry
<i>Polanisia dodecandra</i>	clammyweed
<i>Populus fremontii</i>	cottonwood
<i>Prosopis velutina</i>	velvet mesquite
<i>Psilostrophe cooperi</i>	paperflower
<i>Rhus microphylla</i>	littleleaf sumac
<i>Ruellia nudiflora</i>	violet ruellia
<i>Rumex hymenosepalus</i>	canaigre
sedge sp.	sedge
<i>Setaria macrostachya</i>	plains bristlegrass
<i>Sisymbrium irio</i> *	London rocket
<i>Sporobolus wrightii</i>	Wright's sacaton
<i>Sporobolus contractus</i>	spike dropseed
<i>Tidestromia lanuginosa</i>	woolymat
<i>Verbecina encelioides</i>	golden crownbeard
<i>Xanthium strumarium</i>	cocklebur
<i>Yucca elata</i>	soaptree yucca
<i>Zizyphus obtusifolia</i>	graythorn

*Denotes non-native species

Table 2: Photo Points

Number	Location	Description
1	12 S 537331 3545438	Upland area in Parcel 306-01-009N; looking south.
2	12 S 537218 3545392	Buried cistern in Parcel 306-01-009N
3	12 S 536992 3545138	Upland area in Parcel 306-01-009N; looking northeast
4	12 S 537104 3545159	Extensive area of bermuda grass near Agua Verde channel
5	12 S 537207 3545186	Agua Verde channel in Parcel 306-01-009N; looking upstream
6	12 S 537207 3545186	Agua Verde channel in Parcel 306-01-009Ns; looking downstream
7		Water towers on hilltop
8	12 S 538588 3545027	Agua Verde channel in Parcel 308-01-008P; looking upstream
9	12 S 538588 3545027	Agua Verde channel in Parcel 308-01-008P; looking downstream
10	12 S 537842 3545048	Riparian floodplain in Parcel 308-01-008P; looking northeast
11	12 S 538296 3545013	Fenced pasture north of house; looking south to dirt tank
12	12 S 538801 3545001	Agua Verde channel east of house in Parcel 308-01-008P with dying cottonwood in view; looking upstream
13	12 S 538987 3545112	Dying ash tree near Agua Verde channel in Parcel 308-01-007J
14	12 S 539966 3545324	Limy upland in Parcel 308-01-007K with dying mesquites; looking west
15	12 S 540091 3545230	Dense riparian floodplain southeast corner of Parcel 308-01-007K; looking west
16	12 S 540098 3545109	Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking southwest
17	12 S 540098 3545109	Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking south
18	12 S 540083 3545090	Agua Verde channel retention berm, looking northeast
19	12 S 539640 3545305	Limy upland in Parcel 308-01-007K with banana yucca stand; looking northwest
20	12 S 538940 3544891	Looking over the Agua Verde flowing downstream through Parcel 308-01-008P

Locations recorded in UTM NAD83 datum

Site photos:



Photo 1: Upland area in Parcel 306-01-009N; looking south.



Photo 2: Buried cistern in Parcel 306-01-009N



Photo 3: Upland area in Parcel 306-01-009N; looking northeast



Photo 4: Extensive area of bermuda grass near Agua Verde channel



Photo 5: Agua Verde channel in Parcel 306-01-009N; looking upstream



Photo 6: Agua Verde channel in Parcel 306-01-009Ns; looking downstream



Photo 7: Water towers on hilltop



Photo 8: Agua Verde channel in Parcel 308-01-008P; looking upstream



Photo 9: Agua Verde channel in Parcel 308-01-008P; looking downstream



Photo 10: Riparian floodplain in Parcel 308-01-008P; looking northeast



Photo 11: Fenced pasture north of house; looking south to dirt tank

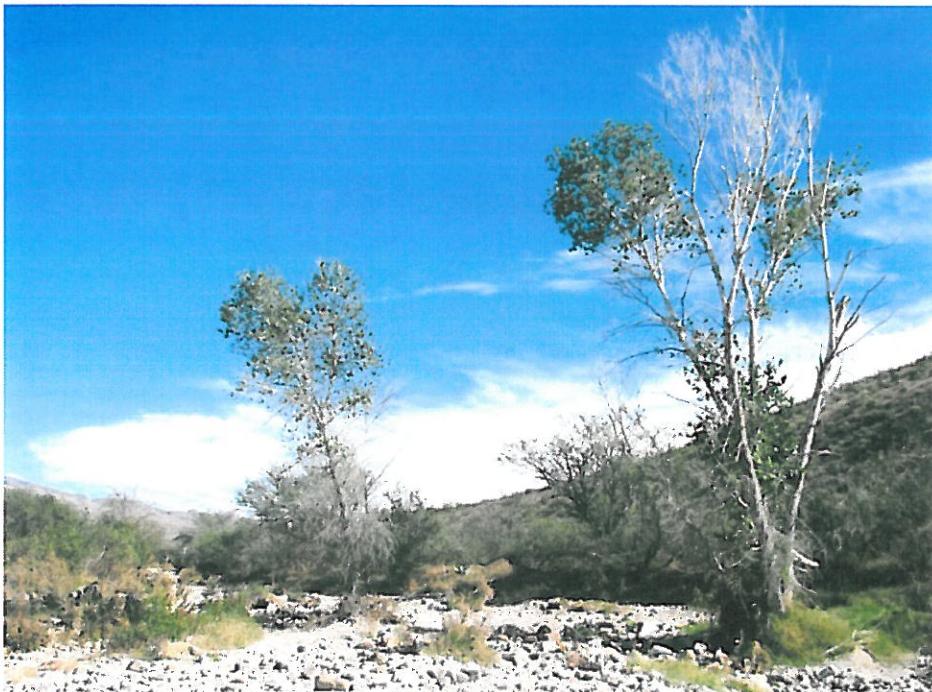


Photo 12: Agua Verde channel east of house in Parcel 308-01-008P with dying cottonwood in view; looking upstream



Photo 13: Dying ash tree near Agua Verde channel in Parcel 308-01-007J



Photo 14: Limy upland in Parcel 308-01-007K with dying mesquites; looking west



Photo 15: Dense riparian floodplain southeast corner of Parcel 308-01-007K; looking west



Photo 16: Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking southwest

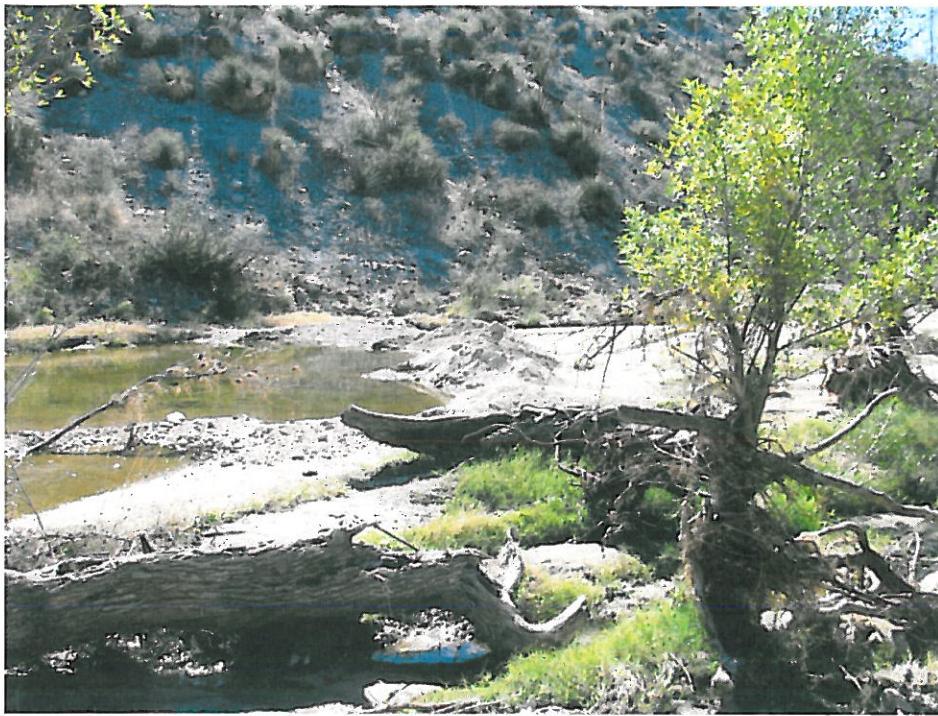


Photo 17: Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking south



Photo 18: Agua Verde channel retention berm, looking northeast



Photo 19: Limy upland in Parcel 308-01-007K with banana yucca stand; looking northwest



Photo 20: Looking over the Agua Verde flowing downstream through Parcel 308-01-008P