



Contract Number: CTN. PW. 13 # 378  
Effective Date: 7-1-13  
Term Date: 6-30-2023  
Cost: \$100.- ( \$10.00 per yr.)  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: \_\_\_\_\_  
Term: \_\_\_\_\_  
Reviewed by: DR 6-30-23

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

*Requested Board Meeting Date: July 2, 2013 Addendum*

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Pima County Regional Flood Control District ("District") owns that certain 8.9 acre parcel (APN 205-46-021E) at 13401 E. Speedway Boulevard, east of N. Wentworth Road (the "Property"). The Property was acquired in 2012 from the Rincon Institute and contains the former Sue North residence (the "House") as well as a number of kennel-type chain-link enclosures. The Property lies just south of the Tanque Verde Wash and, consequently, a portion of the Property lies in the floodplain.

Tucson Wildlife Center, Inc., an Arizona nonprofit corporation ("TWC") owns that certain 5.39 acre parcel (APN 205-46-021S) at 13275 E. Speedway, just west of and adjacent to the Property. TWC utilizes its parcel for the operation of a nonprofit wildlife rescue center dedicated to the rescue, rehabilitation and release of injured and orphaned wild animals throughout Southern Arizona. TWC desires to expand its wildlife rescue operation to the Property, including the House, and desires to enter into a lease with District for that purpose. District wishes to enter into a Lease Agreement with TWC as the benefits to the public accruing from the proposed uses under the Lease Agreement would include TWC's service to injured and wild orphaned animals in Pima County, provision of volunteer service opportunities to a number of County residents involved in the TWC rescue program, and the maintenance, improvement and conservation of the Property. The initial term will be 10 years followed by one 10 year renewal option.

TWC will pay County \$10.00 per year in rent. TWC will provide programs consistent with its current operations and will not use the Property for any other purpose nor engage in any other business activity on the Property. No part of the Property will be open or accessible to the general public. Any improvements to be made to the Property by TWC will be at TWC's sole expense and will be subject to District's Site Plan review process and in compliance with all County building codes and District Flood Control Regulations. All permanent improvements placed on the Property become the Property of the District at the time they are placed thereon and will be surrendered to the District at the termination of the Lease.

**STAFF RECOMMENDATION(S):** *Staff recommends that the Board of Directors approve and execute the Lease Agreement with TWC for the District Property at 13401 East Speedway Boulevard.*

Page 1 of 2

To: CHH - 6-24-13  
CoB - 6-27-13  
Addendum (3) Agenda 7-2-13

PIMA COUNTY COST: \$-0- and/or REVENUE TO PIMA COUNTY: \$100.00

FUNDING SOURCE(S): Not Applicable.  
(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 ☐

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**IMPACT:**

**IF APPROVED:** County will enter into the Lease Agreement with TWC for the former Rincon Institute Property at 13401 E. Speedway and the public will be the beneficiary of all the expected repairs, capital improvements to and maintenance and conservation of the Property.

**IF DENIED:** County will not enter into the Lease Agreement with TWC for the former Rincon Institute Property and District will likely need to demolish the House and maintain and conserve the land at District and County expense.

  
DEPARTMENT NAME: Real Property Services

CONTACT PERSON: Michael D. Stofko TELEPHONE NO.: 520-724-6667

CONTRACT	
NO <i>CTN-PW-13 00000 00000 00000 378</i>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**PIMA COUNTY FLOOD CONTROL DISTRICT**

**PROJECT:** Lease of Former Rincon Institute Property

**TWC:** Tucson Wildlife Center, Inc.

**REVENUE CONTRACT**

**AMOUNT:** \$10.00 per year

**TERM:** Ten Years

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("District"), and TUCSON WILDLIFE CENTER, INC., an Arizona nonprofit corporation ("TWC"). The parties to this Agreement may at times be referred to herein, singularly, as a "Party" or, collectively, as the "Parties".

**WITNESSETH**

**WHEREAS**, District is the owner of that certain real property consisting of approximately 8.9 acres located at 13401 East Speedway Boulevard, Pima County, Arizona, and legally described on Exhibit A ("the District Property"); and

**WHEREAS**, TWC is the owner of that certain real property located at 13275 East Speedway Boulevard, Pima County, Arizona (the "TWC Parcel"), which parcel lies directly to the west of and adjacent to the District Property; and

**WHEREAS**, the TWC Parcel is utilized by TWC for the operation of a non-profit wildlife rescue center dedicated to the rescue, rehabilitation and release of injured and orphaned wild animals throughout Southern Arizona; and

**WHEREAS**, TWC desires to expand its wildlife rescue operation to the District Property, as depicted on Exhibit B, including the former Susan North Residence (the "House"), and desires to enter into a lease with District for that purpose; and

**WHEREAS**, pursuant to A.R.S. §48-3603, the District may enter into contracts for the conservation of its property; and

**WHEREAS**, TWC is an Arizona nonprofit organization that has been determined to be tax-exempt under Section 501(c) (3) of the U.S. Internal Revenue Code;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation by Reference**: The Parties hereby incorporate the foregoing recitals of this Lease as though fully set forth herein, agreeing that such recitals are material, true and correct.
2. **Purpose of Lease**: The purpose of this Lease is based on the benefits accruing to the public as a result of TWC's proposed use of the District Property and the House (collectively, the "Lease Property"), which benefits include but are not limited to TWC's service to injured and orphaned wild animals in Pima County, its provision of volunteer service opportunities to a number of Pima County residents involved in the operation of the TWC rescue program, and its maintenance, improvements, conservation and care of the Lease Property.

TWC will provide programs consistent with its current operations as generally described in the brochure attached hereto as **Exhibit C**. TWC shall not use the Lease Property for any other purpose nor engage in or permit any other business activity on the Lease Property. The Lease Property will be accessible only to employees and volunteers of TWC engaged in wildlife rehabilitation and resource conservation activities on the Lease Property or the TWC Parcel. No part of the Lease Property will be open or accessible to the general public.

3. **Lease and Term**: The District hereby leases to TWC and TWC leases from the District, the Lease Property for the term of ten (10) years which will commence on July 1, 2013 (the "Commencement Date") and end on the last day of June, 2023. TWC may renew this Lease for an additional term of ten (10) years by giving the District notice in writing of its election to exercise its renewal option at least 30 days prior to the expiration of the initial term hereof, in which event the Parties' rights and obligations shall continue to be governed by the terms, conditions, covenants and provisions hereof.
4. **Termination**: District or TWC may terminate this Lease at any time upon ninety (90) days written notice to the other Party. In the event of a material breach by TWC of any of the conditions of this Lease, District may elect to terminate this lease if TWC fails to correct the breach within fifteen (15) days after receipt of written notice of the breach. Provided TWC takes reasonable measures to correct the material breach within the fifteen (15) day period, District will allow TWC additional time to correct the material breach if the material breach cannot be fully corrected within the initial fifteen (15) day period. In the event TWC loses its non-profit tax-exempt status, this Lease will terminate immediately.
5. **Rent**: TWC shall pay as rent to the District the sum or **TEN DOLLARS (\$10.00)** per year payable on July 1 of each year, commencing in 2013. District acknowledges receipt of the July 1, 2013 payment.
6. **Obligations of TWC**:

1. No outside loud speakers shall be installed or used from which sound travels beyond the boundaries of the Lease Property.
  2. TWC shall take reasonable steps to insure that no traffic moves on the Lease Property in excess of 5 miles per hour and shall make all reasonable attempts to mitigate dust caused by the use of the Lease Property.
  3. TWC shall allow no commercial use of the Lease Property or use of the Lease Property by any other person or organization without the consent of the Pima County Flood Control District Board of Directors.
  4. TWC shall comply with the Pima County Floodplain and Erosion Hazard Management Ordinance adopted June 3, 2010 by the Board of Directors of Pima County Flood Control District, as it may, from time to time, be amended. Any existing improvements to be removed, modified or replaced must comply with said ordinance
7. **Improvements:**
1. TWC may install animal holding pens, animal cages, pipe corrals and pipe fencing as necessary to its operations provided that advance written approval is granted by the District. The District hereby acknowledges and approves of the existing Javelina enclosures currently located on the Lease Property.
  2. TWC must first secure advance written approval of District for the construction of or change in general appearance of any building, recreational structure or other improvement to the Property, including additions and enhancements to the existing facilities and/or future projects, and modifications and/or alterations to the foregoing, which approval shall not be unreasonably withheld or delayed.
  3. All improvements shall be subject to the District's Site Plan review process. All improvements must comply with all applicable Pima County building codes, and Flood Control regulations for Pima County.
  4. All permanent improvements placed upon the Lease Property become the property of the District at the time they are placed thereon and shall be surrendered to the District upon the termination of this Lease, free and clear of all liens and encumbrances other than those approved of by the District.
  5. District reserves the right to enter onto the Lease Property and make any improvements or take any action it deems necessary relating to the control of erosion or of waters in the floodway or floodplain of the Tanque Verde Wash, without liability to TWC, and may, in connection with such improvements or actions, reduce the acreage available to TWC for TWC's use.

6. TWC shall not install any lighting which intrudes on the existing lifestyle and land use of surrounding residential neighborhoods except as may be reasonably necessary for the safe use of and security of the Lease Property and improvements thereon; provided, however, that any additional lighting installation on the Lease Property may be constructed only after notification of the specific intent and submission of specific plans for said additional lighting to the District and to surrounding neighborhood groups for comment. TWC must obtain written District approval of the lighting plans prior to construction of additional lighting.
8. **Repairs and Maintenance:** TWC shall, at all times, bear the obligation to maintain, repair and keep the Lease Property in good, secure and safe order and condition as provided for herein.
  1. TWC accepts the existing House in "as-is" condition with no warranties expressed or implied and understands that the District has no obligation to provide any maintenance or repair to the House or systems associated with the House. In recognition of these facts, TWC shall maintain the house located on the Property in its existing condition, reasonable wear and tear excepted, at the sole expense of TWC, shall conduct all reasonable preventative maintenance tasks associated with the House and its structural, electrical, mechanical, and plumbing systems, including the septic system, and shall pay all utilities, maintenance and repair costs associated with the Lease Property.
  2. District reserves the right to enter the Lease Property at reasonable times to inspect the Lease Property or for any other reason deemed necessary. District will provide TWC with reasonable notice of the District's intent to enter upon the Lease Property.
9. **Water Supply:** TWC acknowledges that an exempt domestic well exists on the Lease Property but the condition and suitability of the well for water supply is uncertain. District will allow TWC to rehabilitate the well and supply system, at TWC's sole expense, for limited use on the Lease Property. Use of the well is restricted to domestic purposes including cleaning, provision of water for animals, and limited irrigation as permitted under ADWR regulations. District acknowledges that TWC may desire an additional water supply on the Lease Property and TWC may, pursuant to Section 7(2) of this Lease Agreement, install a waterline from the TWC Parcel to the House on the Lease Property or connect the Lease Property to the Tucson Water distribution system at the sole cost and expense of TWC.
10. **Insurance:** TWC shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The District in no way warrants that the minimum limits contained herein are sufficient to protect TWC from liabilities that might arise out of this Lease. TWC is free to purchase such additional insurance as TWC determines necessary. The District may review and reasonably adjust the types or limits of insurance required under this Lease as it deems reasonably necessary.

- A) Commercial General Liability: TWC shall provide a policy to include bodily injury, products – completed operations, personal and advertising injury and property damage coverage with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. The policy shall be endorsed to include The District and Pima County as additional insureds with respect to liabilities arising out of the use and/or occupancy of the property subject to this Lease.
- B) Property Insurance: TWC shall provide and keep in force during the term of this agreement a policy of insurance covering loss or damage to the Leased Property in the amount of the full replacement value thereof, providing protection against all vandalism, malicious mischief, special extended perils (all risk). The District and Pima County shall be named as a loss payee and Policy shall contain a **waiver of subrogation** against the District and Pima County. TWC shall provide to the District a Certificate of Property Insurance.
- C) Additional Insurance Related Requirements:
1. Each insurance policy shall contain a severability of interests provision and shall waive subrogation against the District and Pima County.
  2. TWC shall provide The District with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the District of cancellation or non-renewal.
  3. The TWC's liability insurance shall be primary insurance and non-contributory with respect to all other available sources.
  4. Coverage provided by TWC shall not be limited to the liability assumed under the indemnification provisions of this Lease.
  5. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect TWC from potential insurer insolvency.
  6. All certificates and endorsements are to be received and approved by the District before the Lease term commences. Each insurance policy required by this Lease must be in effect at or prior to the commencement of the Lease and must remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide timely evidence of renewal will be considered a material breach of the Lease.
  7. Lease agreement number and location description are to be noted on the certificate of insurance. The District reserves the right to require complete,

certified copies of all insurance policies and endorsements required by this Lease at any time.

11. **Indemnification:** To the fullest extent permitted by law, TWC will defend, indemnify and hold District harmless from and against all claims arising out of or relating (directly or indirectly) to (i) the conduct or management of the Lease Property or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Lease Property during the Lease term; (ii) any act, omission, breach of any provision of this Lease or negligence of TWC or any of TWC's subtenants or licensees; and (iii) any accident, injury or damage whatsoever occurring in or at the Lease Property. TWC hereby expressly indemnifies District for the consequences of any negligent act or omission of District, its agents, servants and employees, unless the claim is caused by the sole negligence of District. The foregoing indemnity, hold harmless and defend obligations shall survive the expiration of the term of this Lease, including any renewal thereof, and/or any other termination of this Lease.

The Parties will comply with all applicable District, county, state and federal laws, ordinances, rules, applicable regulations and statutes regarding the construction, use and occupancy of the Lease Property as same pertains to each of them individually.

12. **Resource Protection:** In the best interest of resource and improvement protection, TWC agrees to:

- A. Neither discharge nor stockpile waste or byproducts or materials onto Lease Property nor into any water channels that might possibly result in harm to human water supplies. All waste materials or byproducts of TWC's operations on the Lease Property will be disposed of by commercially reasonable methods at the sole expense of TWC.
- B. Take all reasonable measures to protect the scenic, aesthetic values of the Lease Property; prevent soil erosion and gulying that might be caused by construction or improper utilization of resources; and discourage vandalism or disorderly conduct, including the calling in of appropriate law enforcement officers when necessary and assisting in subsequent prosecution.
- C. Take appropriate action to prevent fire damage to improvements and natural resources by complying with approved building and electrical wiring codes, butane installations, chimneys, spark arresters, fire extinguishers, and area closures and use restrictions imposed by state, county, city or District laws, ordinances or regulations.
- D. Comply with all present and hereinafter enacted laws and regulations regulating the environment, hazardous or toxic substances or waste, ambient air, ground water, surface water and land use, including sub-strata land.
- E. TWC acknowledges and understands that the Lease Property lies within the floodplain and floodway of the Tanque Verde Wash ("Wash") and is subject to inundation and erosion flood hazards from the Wash. TWC specifically holds District, its officers,



departments, employees and agents, harmless from any claim, damage, liability or expense suffered or incurred by District in connection with any use of the Lease Property by TWC, its invitees or guests, as a consequence of the Lease Property being located in the floodplain and floodway of the Wash.

13. **Use of Property:** TWC acknowledges that the House on the Lease Property was originally built in the FEMA Floodway of the Tanque Verde Creek and is considered a pre-existing, non-conforming use at this location. FEMA Floodway and Floodplain limits are illustrated in **Exhibit D**. FEMA regulations present significant regulatory restrictions for any modification to the structure. TWC further acknowledges that the structure will not be used for residential purposes and that no regular overnight human occupancy in the house structure is authorized. Notwithstanding the previous sentence, occasional overnight occupancy of the house by TWC staff for emergency veterinary care is permitted.

Nothing in this Lease implies permission to conduct any business, allow any other occupancy or use, or build or maintain any facility except for the purposes stated. Gambling or gambling machines are not authorized. Disorderly or objectionable conduct by TWC, or those operating or occupying the Lease Property with the permission of TWC, upon proof thereof and failure to remedy within a reasonable period of time, is cause for immediate termination of this Lease. Advertisements, signs, brochures and promotional publicity shall not misrepresent in any way the services provided or the terms or status of this Lease.

The Lease Property shall be operated for the stated wildlife rescue purposes without discrimination as to race, sex, age, religion, political affiliation, or physical handicap. TWC shall hire employees without discrimination as to race, sex, age, religion, political affiliation, or physical handicap. TWC shall comply with the provisions of Arizona Executive Order 75-5. Should such executive order be supplemented or superseded by a subsequent statute, executive order or other directive, TWC shall also comply with such superseding item.

The sale, possession, or use of alcoholic beverages on the Lease Property shall be prohibited without the written permission of the District and the Arizona Department of Liquor Licenses and Control.

14. **Environmental Responsibility:** As owner of the Lease Property, District shall be responsible for, and shall indemnify and save TWC harmless from and against and defend TWC with respect to any and all liability, damages, losses, claims, actions, investigations and other costs (including expert's and advisor's fees and costs and reasonable attorney's fees) arising out of, or in connection with the presence on, in, or under the Lease Property of, and/or the generation, treatment, storage, transportation or disposal of, any asbestos, PCB's, or any other hazardous or toxic substance, waste, chemical, contaminant, pollutant or material (including petroleum and petroleum products) in connection with the Lease Property, existing and/or occurring prior to TWC's occupation of the Lease Property. TWC shall be responsible for, and shall indemnify and save District harmless from and against, any and all liability, damages, losses, claims, actions, suits, investigations and other costs (including expert's and advisor's fees and costs and reasonable attorney's fees) arising out of, or connected with any hazardous or toxic substance, waste, chemical, contaminant, pollutant

or material (including petroleum and petroleum products) introduced to the Lease Property during the term of this Lease.

The provisions of this paragraph survive the expiration of the term of this Lease, including any renewal thereof, and/or any other termination of this Lease.

15. **Damage or Destruction of Lease Property:** In the event of (a) fire or other casualty damage to the Lease Property during the term of this Lease or any renewal thereof that requires repair to the Lease Property, or (b) the Lease Property being declared unsafe or unfit for occupancy by any authorized public authority for any reason, which declaration requires repairs to the Lease Property, then the Parties shall immediately undertake repairs to the Lease Property in accordance with their obligations therefor under paragraph 8, and shall diligently act to complete such repairs as soon as possible. District may, at its own discretion, elect to demolish the structure in its entirety should damages be significant and may terminate this Lease or reduce the leasehold created hereby in the District's sole discretion.
16. **Assignment and Subletting:** TWC shall not transfer, assign or in any manner alienate this Lease or any interest therein, and shall not sublet the Lease Property or any part thereof or any right or privilege appurtenant thereto, without first receiving the advance written consent of the District. Any subletting (not including occasion or event-specific uses) shall be strictly limited to a nonprofit entity and any rents received by TWC from the subletting shall be paid to the District. Any attempt to transfer, assign, sell, sublet or otherwise convey any interest not in compliance with the provisions of this paragraph shall be null and void.
17. **Negotiated Resolution:** Nothing in this Lease precludes the Parties from agreeing upon alternate terms pertaining to the foregoing contingencies, obligations, duties and provisions in light of the circumstances in existence at the time of any such subsequent agreement, provided, however, that no Party shall be compelled to negotiate for or accept any such alternate terms. Any such negotiated terms must be in writing and will serve as a formal amendment to this Lease.
18. **General Provisions:** This Lease is subject to the provisions of Arizona Revised Statutes §38-511 regarding the cancellation of contracts involving conflict of interest.

This Lease shall be construed in accordance with the laws of the state of Arizona and venue for resolution of any dispute arising under this Lease shall be Pima County, Arizona.

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

The various headings and numbers herein and the groupings of the provisions of this Lease into separate articles and paragraphs are for the purposes of convenience only and shall not be considered or construed otherwise.

Time is of the essence of this Lease.

This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

No covenant, term or condition of this Lease shall be waived except by a writing signed by the Party against whom such waiver is sought, and the forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of any provision.

Except as expressly stated to the contrary in this Lease, no consent or approval required by this Lease to be obtained from a party shall be unreasonably withheld, delayed or conditioned.

19. **Notices:** All notices, demands or other communications required or permitted to be given hereunder shall be in writing and shall be served upon the other Party by personal delivery (including by any messenger or courier service) or by first class, registered or certified U.S. mail postage prepaid, with return receipt requested, or electronically confirmed facsimile, addressed to the Parties as follows:

To the District:                      Flood Control District Director  
                                                 97 East Congress Street, 3rd Floor  
                                                 Tucson, Arizona 85701  
                                                 Fax:

With a copy to:                      Property Management Division  
                                                 Pima County Real Property Services  
                                                 201 North Stone Avenue, Sixth Floor  
                                                 Tucson, Arizona 85701  
                                                 Fax:

To TWC:                                  Tucson Wildlife Center, Inc.  
                                                 P.O. Box 18320  
                                                 Tucson, Arizona 85731-8320  
                                                 Fax: (520) 751-6322

or to such other address as any Party notifies the other Party of by advance writing. Such notices or communications shall be deemed effective, if by personal delivery, on the date of such delivery, against receipt therefore (or upon refusal of acceptance), of if by first class mail, on the earlier of three days after the date of such mailing or the signature date of the return receipt.

20. **Force Majeure:** If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor trouble, civil disorder, inability to procure materials, restrictive governmental laws or regulations or other unforeseen circumstance without fault and beyond the control of the Party obligated, performance of such act shall be excused for the period of delay, and then for a period of time reasonably necessary to perform the act.

**IN WITNESS WHEREOF,** the Parties have duly executed this Lease as of the day and year first above written.

PIMA COUNTY FLOOD CONTROL  
DISTRICT BOARD OF DIRECTORS

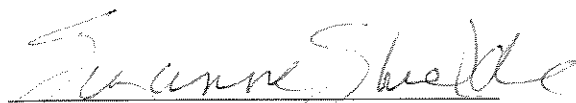
\_\_\_\_\_  
Ramon Valadez, Chairman

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Suzanne Shields, Director  
Pima County Flood Control District

APPROVED AS TO FORM:

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

TWC:

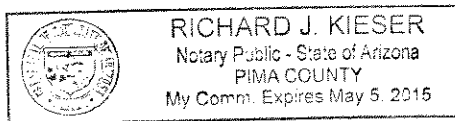
TUCSON WILDLIFE CENTER, INC.,  
An Arizona Nonprofit Corporation

By: *M. Lisa Bates*  
Lisa Bates, President

6/18/13  
Date

State of Arizona                    )  
                                              ) ss.  
County of Pima                    )


SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 18 day of June, 2013 by Lisa Bates as President of Tucson Wildlife Center, Inc.



*Richard J. Kieser*  
Notary Public

My Commission Expires:

05-05-15

 <div style="margin-left: 20px;"> <b>First American Title</b> </div>	<div style="text-align: center;"> <b>Commitment for Title Insurance</b> </div> <div style="text-align: center; margin-top: 10px;"> <small>BY</small>  <b>First American Title Insurance Company</b> </div>
<h1 style="margin: 0;">Exhibit A</h1>	

File No.: 400-35108

## LEGAL DESCRIPTION

### PARCEL NO. 1:

That portion of Section 4, Township 14 South, Range 16 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 4;

THENCE North 00 degrees 01 minutes 17 seconds West, 30.00 feet to a point on the North right-of-way of Speedway Boulevard as now established;

THENCE South 89 degrees 58 minutes 43 seconds West, along the North line thereof, a distance of 819.43 feet, to a point which is the Southwest corner of that certain parcel conveyed to Susan M. North by Deed recorded in Docket 3655, Page 84, records of Pima County, Arizona, and being the TRUE POINT OF BEGINNING;

THENCE continuing South 89 degrees 58 minutes 43 seconds West, along said North right-of-way, a distance of 483.77 feet;

THENCE North 00 degrees 01 minutes 17 seconds West, a distance of 462.88 feet to a point on the South line of Lot 39, LA CEBADILLA ESTATES, according to the Book 25 of Maps and Plats, Page 78, records of Pima County;

THENCE South 47 degrees 58 minutes 00 seconds East along the South line thereof, a distance of 46.19 feet to the Southeast corner thereof;

THENCE along the South line of Lot 40 of said La Cebadilla Estates the following courses and distances:

South 73 degrees 38 minutes 00 seconds East, a distance of 445.00 feet;

North 71 degrees 57 minutes 00 seconds East, a distance of 23.71 feet;

THENCE South 00 degrees 01 minutes 17 seconds East, a distance of 313.73 feet to the TRUE POINT OF BEGINNING.

(jv arb: 44)

### PARCEL NO. 2:

That portion of the following described property within Lot 9, Section 4, Township 14 South, Range 16 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 4;

THENCE North 00 degrees 07 minutes 00 seconds East along the East line of said Section 4, a distance of 611 feet;

Exhibit A  
(Continued)

THENCE South 71 degrees 57 minutes 00 seconds West, a distance of 462 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 71 degrees 57 minutes 00 seconds West, a distance of 401.29 feet;

THENCE South at right angles to the South line of said Section 4, a distance of 343.51 feet to a point in said South line of said Section 4;

THENCE East along said South line, a distance of 697.56 feet to a point 122 feet West from the Southeast corner of said Section 4;

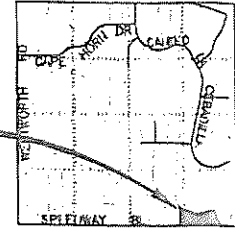
THENCE North 34 degrees 02 minutes 17 seconds West, a distance of 564.58 feet to the TRUE POINT OF BEGINNING;

EXCEPT the South 30 feet thereof.

(jv arb: 33)

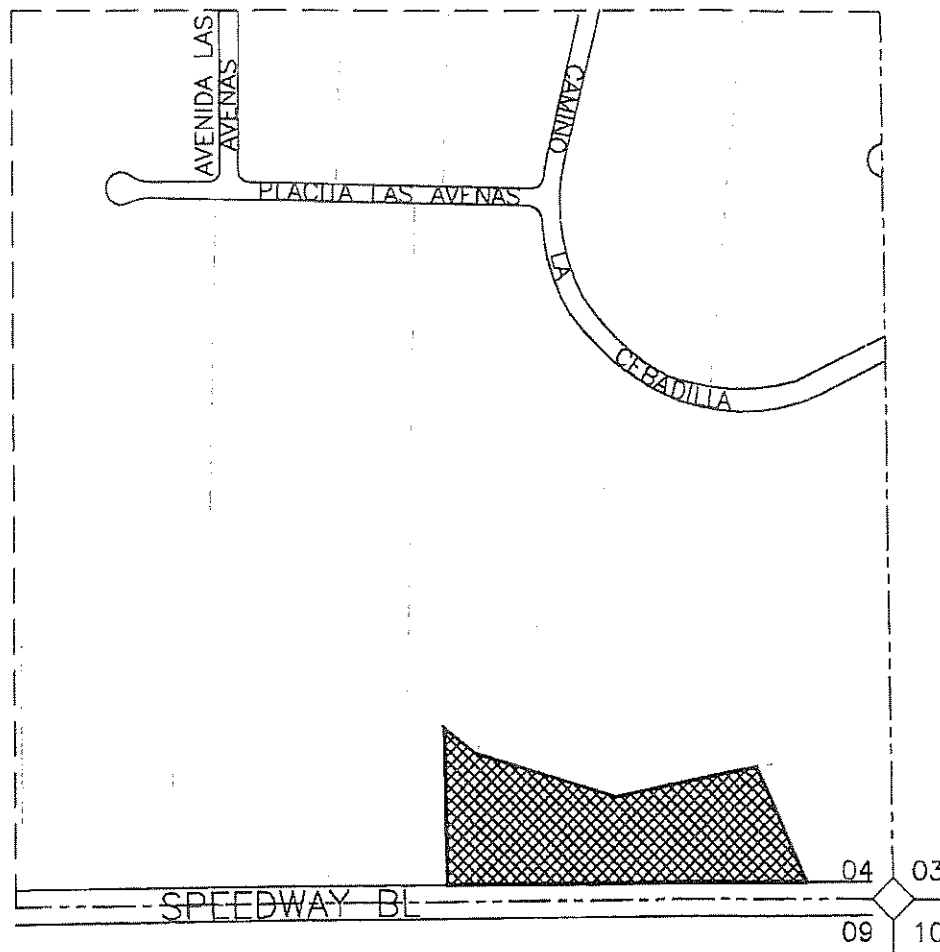
SECTION 04  
TOWNSHIP 14 SOUTH  
RANGE 16 EAST

SUBJECT AREA



SECTION 04  
G&SRM  
PIMA COUNTY, ARIZONA

EXHIBIT B



ESTABLISHMENT



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPerez

DATE: 07/30/2012



## Wilbur

Wilbur was only a tiny two week old bobcat kitten when he was found all alone at a construction site. A young boy and his father from the Yaqui Tribe brought him to the TUCSON WILDLIFE CENTER. They named him Wilbur. He had serious head injuries caused by the bulldozer that destroyed his den.

The resulting and ongoing seizures meant epilepsy. We are able to control his seizures with proper daily medication. Wilbur is a very happy bobcat with an especially gentle soul and is one of our most popular sanctuary and education animals.

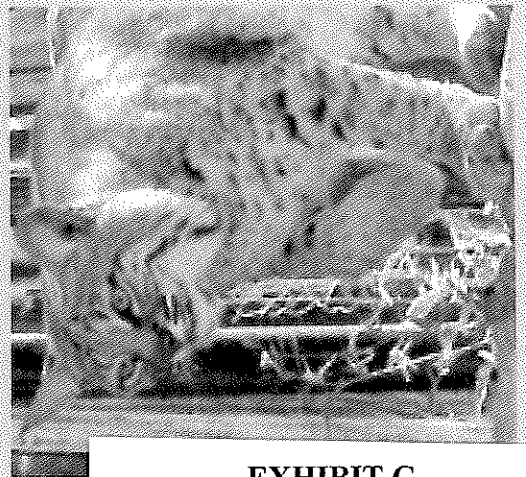


EXHIBIT C

## TUCSON WILDLIFE CENTER

### State-of-the-art

## SAM GOLDMAN WILDLIFE HOSPITAL

Remaining Naming Opportunities	Contribution
• Golden Eagle Two	\$100,000
• Bobcat One	\$75,000
• Javelina Two	\$50,000
• Red-tailed Hawk Four	\$25,000
• Coyote Three	\$20,000
Appreciation Hallway Unlimited	\$10,000
Outdoor Appreciation Wall Unlimited	\$1,000
Outdoor Appreciation Brick Unlimited	\$500

**"Thank you for supporting our mission"**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Total gift \$ \_\_\_\_\_

- ☐ Check  
☐ Visa  
☐ Discover  
☐ MasterCard  
☐ American Express

Credit Card # \_\_\_\_\_ Exp. date \_\_\_\_\_

Signature \_\_\_\_\_ CVS Code \_\_\_\_\_

## TUCSON WILDLIFE CENTER

is a 501(c)3 non-profit, primarily volunteer organization specializing in the rescue, rehabilitation and release of injured and orphaned wild animals.  
 Tax ID # 86-1001344



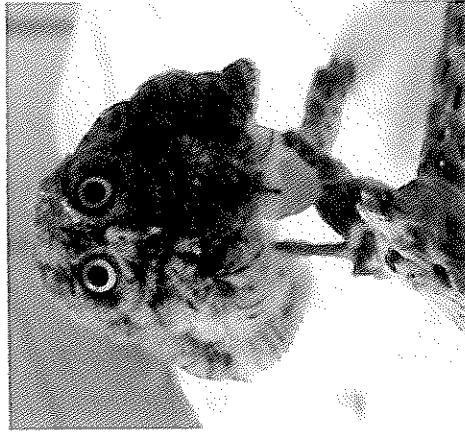
**RESCUE  
 REHAB  
 RELEASE**



## TUCSON WILDLIFE CENTER

### presents

## THE SAM GOLDMAN WILDLIFE HOSPITAL

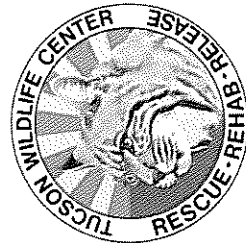
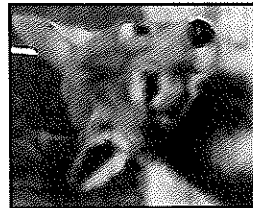
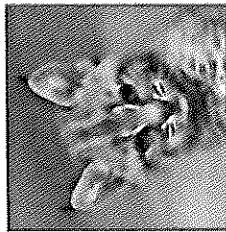


## TUCSON WILDLIFE CENTER

*State-of-the-art Sam Goldman Wildlife Hospital*

*Become a part of this exciting and historic event!*

*Current commitments are 40% of \$1.5M goal*



### Golden Eagle \$100,000 (2)

Veterinarian Housing  
Administration Wing

### Bobcat \$75,000 (1)

Triage Center

### Javelina \$50,000 (2)

#### Surgery Room (SOLD)

Radiology Room, Intensive Care Room

### Red-tailed Hawk \$25,000 (4)

Recovery Room #1, Recovery Room #2  
Recovery Room #3, Recovery Room #4

### Coyote \$20,000 (3)

Library, Care Room #1, Care Room #2

### Appreciation Hallway \$10,000 \*

Outdoor Appreciation Wall \$1,000 \*

Outdoor Appreciation Brick \$500 \*

\*Unlimited

*Save lives and invest in our mission today.*

This wildlife hospital has been a dream of ours for ten years. Our mission of rescuing injured and orphaned wildlife started fourteen years ago with one little raccoon who couldn't find the medical care he needed. The rescue center started with the help of Dr. Jack Quick of Pantano Animal Clinic, a few animal enclosures and a handful of volunteers. Some years later a friend of the wildlife, Hal Ware, said "You need to build a wildlife hospital!"

Learning of this need, Ben Cole of Incite Architects volunteered his time researching and designing the hospital we needed. The dream started to fade as the influx of animals increased and expenses soared.

We are forever grateful for Nedra and Larry Quick. Their research spanned over three states to fulfill the dream of their departed friend Sam Goldman; to see injured wildlife get medical care and be returned to their native wild habitat.

The dream is now becoming a reality in Tucson, Arizona! We have a distance to go but with our on-call veterinarians, 70 plus volunteers, small staff and YOU, the nearly 800 animals each year will have the hospital and care they need.

Thank you for being a part of something so wonderful and please join us in continually supporting our important mission.

TUCSON WILDLIFE CENTER  
P O Box 18320  
Tucson, AZ 85731  
(520) 290-WILD (9453)  
TucsonWildlife@aol.com  
TucsonWildlife.com

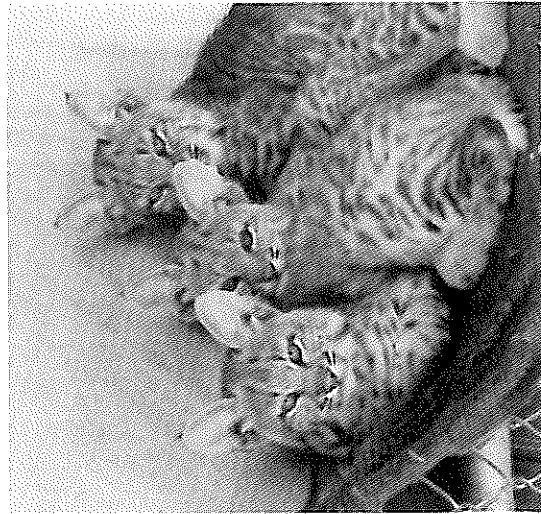
## TUCSON WILDLIFE CENTER



### "Ruby"

A foster mother to injured and orphaned bobcat kittens.

Tucson Wildlife Center has several foster wild animals. They can not be released due to special circumstances related to injuries.



## Did you know...

It costs \$800 each day for the Tucson Wildlife Center to provide food and medical care to our injured and orphaned rescues. These furry and feathered friends deserve a second chance and the best care while waiting to be returned to their natural habitat.

When Tucson Wildlife Center was established in 1998, we rescued, rehabilitated and released approximately 300 wild animals annually. Today we are helping nearly 800 eagles, hawks, owls, bobcats, javelinas, raccoons, skunks, coyotes and coatis, among many other species, each year.

## We need your help!

Please invest in our mission today with an recurring monthly contribution.

**TUCSON WILDLIFE CENTER** is a 501(c)(3) nonprofit, primarily volunteer organization, dedicated to the rescue, rehabilitation and release of injured and orphaned wildlife while promoting habitat protection and coexistence between wildlife and humans through education and media outreach.

P O Box 18320

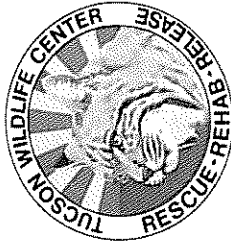
Tucson, AZ 85731

520-290-WILD (9453)

Tax ID # 86-1001344

[TucsonWildlife.com](http://TucsonWildlife.com)

**TUCSON WILDLIFE CENTER**



Rescue

Rehabilitation

Release

***You Can Save A Life!***



Golden Eagle Rescue

**TucsonWildlife.com**





# You Can Save Lives!



All services are **FREE** to the public.

We offer;

**RESCUE:** pick up of injured and orphaned wildlife

**REHABILITATION:** examination and treatment by licensed and trained rehabilitators, volunteer veterinarians and surgeons

**RELEASE:** back into natural habitat

- State-of-the-art wildlife hospital under construction
- Educational presentations
- Tours by appointment
- Federal, State and USDA Licensed
- 24/7 emergency rescue hotline 520-290-WILD (9453)

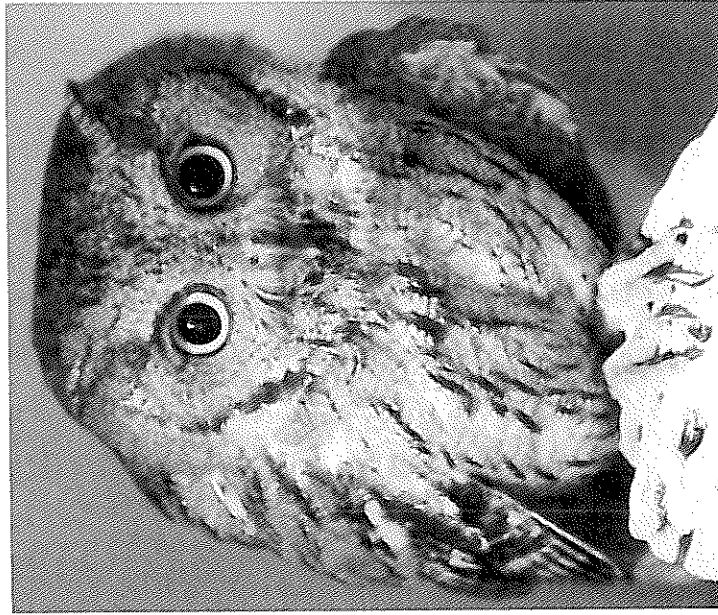
## Become a Member

Membership is a secure recurring monthly gift to assist in the daily care and medical needs of injured and orphaned wild animals

**Our sole support comes from caring people like YOU.**

Please visit our website to join.

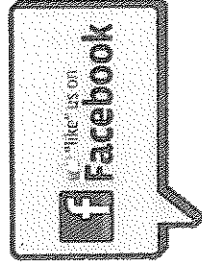
**TucsonWildlife.com**



If you would like to ***schedule a tour***, call

**520-290-WILD (9453)**

Ask for Sheila Chonis.



## Planned Giving

A bequest is a provision in your will or living trust that directs a portion of your estate to a named person or 501(c)(3) nonprofit organization, such as

**Tucson Wildlife Center, Inc.** You may bequeath a specific asset, a dollar amount, a percentage of your estate or the remainder of your estate after all other gifts have been distributed.

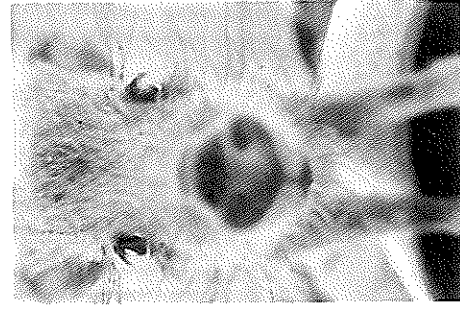
The following is suggested testamentary language:

### Unrestricted Gift

"...(specific assets, specific amount, remainder or percentage of estate) to The Tucson

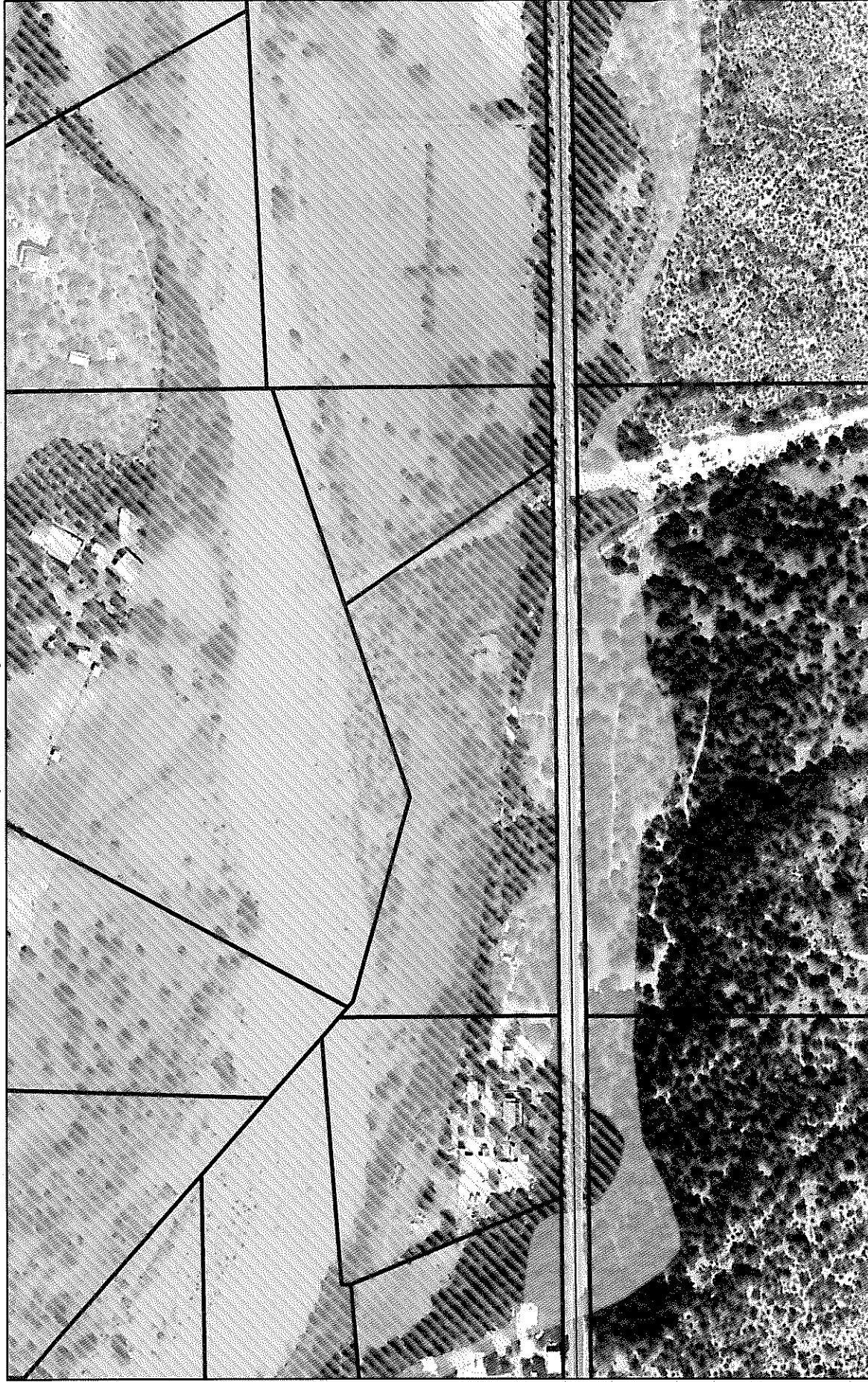
Wildlife Center, Inc., an Arizona nonprofit Corporation, in Tucson, Arizona, to be used as determined by the Tucson Wildlife Center's Board of Directors."

We strongly recommend that you consult with your attorney and a member of our planned giving staff when preparing your estate planning documents.



**Thank you  
for investing  
in our  
mission.**

# 13401 East Speedway Blvd - Exhibit D



**Pima County Regional Flood Control District**  
 1000 Central  
 Tucson, Arizona 85701-1207  
 (520) 243-1000 FAX: (520) 243-1021  
<http://www.pima.gov>

**Pima County**  
 ARIZONA

The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several government agencies. The Pima County Regional Flood Control District makes no claim regarding the accuracy of the information depicted herein.

This product is subject to the GIS Database Disclaimer and Use Restrictions.

**Streets FEMA Floodzones**

**Parcels**      **Zone AE**  
                     **Shaded Zone X**  
                     **FEMA Floodway**

1 inch = 300 feet

0 75 150 300 450 600 Feet

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