



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

Requested Board Meeting Date: May 16, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): KB Home Tucson, Inc., an Arizona corporation ("KB")

Project Title/Description:

Conveyance to County of 43.73 acres of restricted natural open space (the "Property"). RPS file Acq-0602

Purpose:

Staff recommends that County enter into a Donation Agreement with KB for the donation of the Property to County. The Property is located northwest of Tortolita Mountain Park, adjacent to county-owned conservation land. The donation will satisfy the natural open space requirements of Ordinance 2016-66 (the "Ordinance"), which is a condition to KB developing approximately 20 acres on the north side of West Hardy Road. KB does not wish to retain ownership of the Property and desires to convey the Property to County.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

The County will accept the Property subject to deed restrictions permanently protecting the Property as natural open space, and KB's rezoning requirement for natural open space in the Ordinance will be satisfied. The Property, once acquired, will be managed by Pima County Natural Resources, Parks and Recreation. The residence and up to 5 acres of contiguous land may be conveyed at a future date, but subject to the open space restrictions that will remain in perpetuity on the Property.

Public Benefit:

The County's acceptance of this 45-acre natural open space donation will conserve important saguaro-ironwood habitat within the Conservation Lands System and expand an existing conservation area.

Metrics Available to Measure Performance:

The Property will be conveyed at no cost to County, except that County will pay an amount not to exceed \$3,000.00 toward County's estimated share of Closing costs.

Retroactive:

No.

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RF

To: CoB - 5-9-17 (1)
Ver. - 1
Pg. - 13 Addendum

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 17*367

Effective Date: 5/16/2017 Termination Date: 11/15/2017 ^{CD.} Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 3,000.00 Revenue Amount: \$ -0-

Funding Source(s): General Fund

Cost to Pima County General Fund: \$ _____

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

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

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

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Michael D. Stofko

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

Department Director Signature/Date: [Signature] 5-5-2017

Deputy County Administrator Signature/Date: [Signature] 5/8/17

County Administrator Signature/Date: [Signature] 5/8/17
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Accept Donation of Real Property Consisting of Approximately 45 Fee Acres; Pay Closing Costs</p> <p>DONOR: KB Home Tucson, Inc., an Arizona Corporation</p> <p>AMOUNT: Not to Exceed \$3,000.00</p>	<table border="1"> <tr> <td data-bbox="874 314 1362 363" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="874 363 1362 416">NO. <u>CT-PW-17-367</u></td> </tr> <tr> <td data-bbox="874 416 1362 466">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="874 466 1362 584">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CT-PW-17-367</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-PW-17-367</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

AGREEMENT TO DONATE REAL PROPERTY

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

2. **Background & Purpose.**

2.1. Donor is the owner of or has the right to purchase, that certain real property in Pinal County, Arizona consisting of approximately forty-five (45) acres, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto, and commonly known as a portion of Pinal County Assessor's Tax Parcel 304-05-030B, including all structures and improvements situated thereon, if any, (the "**Property**");

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

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

3. **Donation.**

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

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

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

4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor and the owner of the Property (if not Donor) against, and hold Donor and the owner of the Property (if not Donor) harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

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

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

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

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

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

5. **Donor's Covenants.**

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

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

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

6. **Personal Property.** The Parties acknowledge that certain personal property is being transferred to Donee pursuant to this Agreement, including but not limited to a refrigerator, window coverings, and a mobile home.

7. **Closing.**

7.1 Closing. The Closing shall take place at Title Security Agency of Arizona, Bobbi Raymond Escrow Agent, after completion of the Inspection Period, but no later than July 31, 2017, unless otherwise agreed to by the Parties.

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

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

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

7.3.2 one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2

water rights related to the Property which Donor owns, if any; and

7.3.3 possession of the Property.

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

\$	<u> 0.00</u>	Acquisition Amount
\$	<u> 3,000.00</u>	Estimated County Closing Costs
\$	<u> 3,000.00</u>	TOTAL NOT TO EXCEED AMOUNT

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

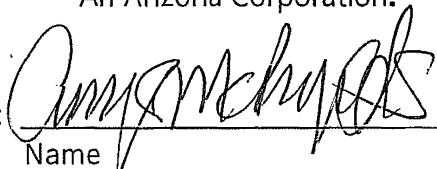
10. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

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

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

Donor: KB HOME TUCSON, INC.

An Arizona Corporation:

By: 
Name

Date: 5/5/17

Its: President - Tucson

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

Sharon Bronson, Chair, Board of Supervisors


Date

ATTEST:

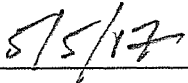
Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:



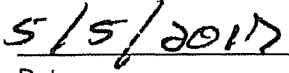
Chris Cawein, Director, Natural Resources
Parks & Recreation Department



Date



Neil J. Konigsberg, Manager,
Real Property Services Department

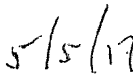


Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division



PINAL COUNTY TAX PARCEL NUMBER: A portion of 304-05-030B

May 3, 2017
17066

EXHIBIT A

Legal Description

All that portion of the east 1439.17 feet of the south half of the Northwest One-Quarter of Section 26, Township 10 South, Range 12 East, Gila and Salt River Meridian, Pinal County, Arizona and being more particularly described as follows:

Commencing at the southeast corner of the Northwest One-Quarter of said Section 26 (found ½" iron pin tagged RLS 29873) , thence North 00° 03' 34" East along the east line of the Northwest One-Quarter of Section 26 a distance of 1323.25 feet (measured) to a found ½" iron pin tagged RLS 29873 and being the Northeast corner of the south half of the Northwest One-Quarter of said Section 26;

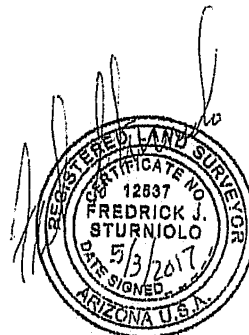
Thence leaving said east line, South 89° 59' 58" West, 1439.17 feet to a set ½" iron pin RLS 12537;

Thence South 00° 03' 34" West, 1323.94 feet to the south line of the Northwest One-Quarter to a set ½" iron pin rls 12537;

Thence North 89° 58' 20" East along said south line, 1439.17 feet to the point of beginning.

Containing 43.73 acres of land more or less.

Basis of Bearing: The west line of the Northwest One-Quarter of Section 26: Bearing being North 00° 01' 00" East



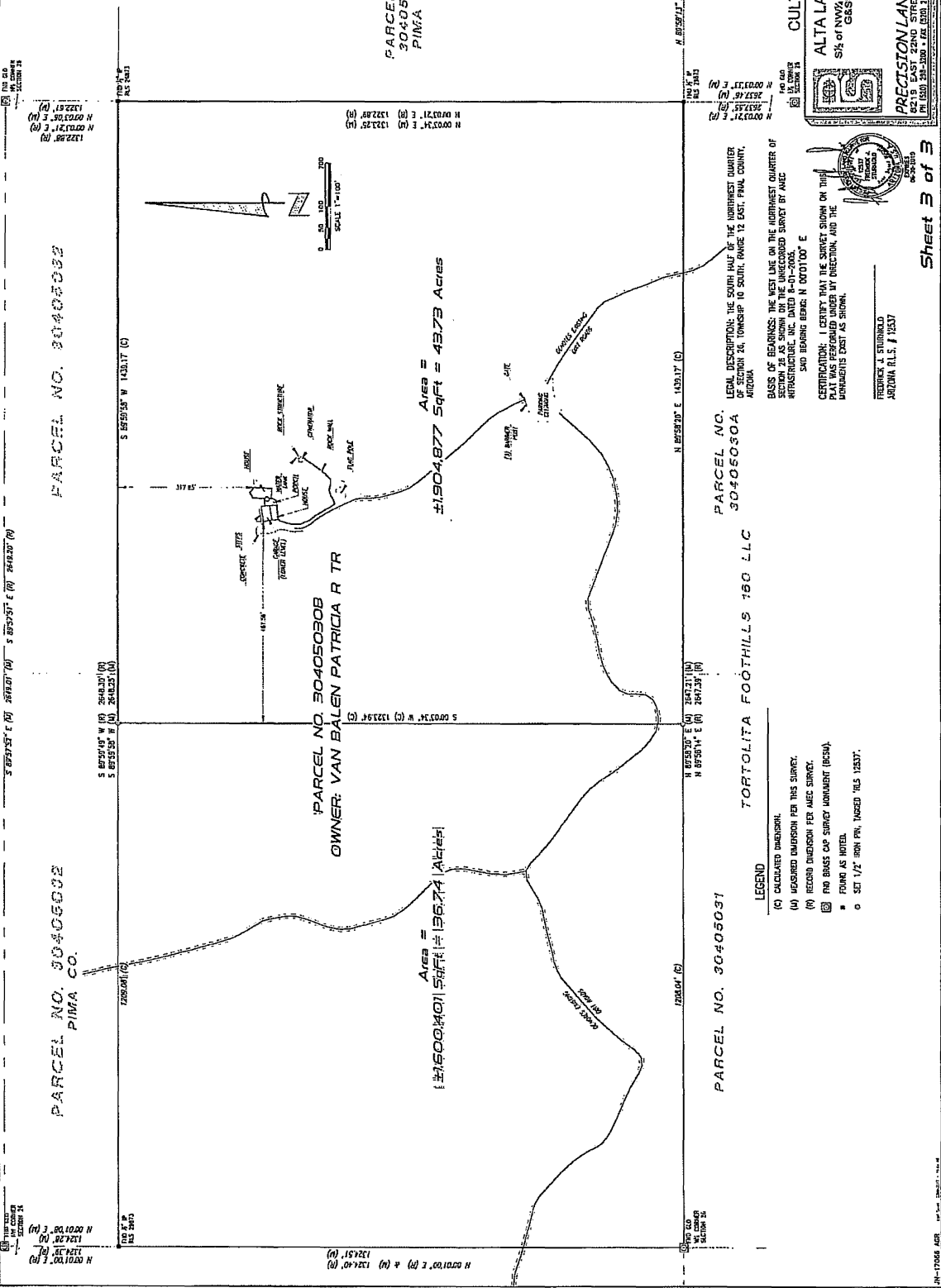
EXPIRES: 6/30/2019

EXHIBIT B

SEQUENCE NO.



VICINITY MAP
TUCSON, PINAL COUNTY, AZ



CULTURE SURVEY

ALTA LAND TITLE SURVEY
Sis of N100° of Section 26, T10S, R12E, GRASSM, PINAL COUNTY, AZ

PRECISTON LAND SURVEYING, INC.
5219 EAST 22ND STREET • TUCSON, ARIZONA 85710
PH (520) 298-3900 • FAX (520) 298-0188 • EMAIL: PRECISION@PRECISTONLANDSURVEYING.COM

PRECISION LAND SURVEYING, INC.
REGISTERED PROFESSIONAL SURVEYOR
NO. 10000

PRECISTON LAND SURVEYING, INC.
REGISTERED PROFESSIONAL SURVEYOR
NO. 10000

SEQUENCE NO.

Sheet 3 of 3



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BII

Order No.: 06178915-128-V60

EXHIBIT C

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Section One:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Section Two:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2017
2. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within:

Central Arizona Water Conservation District
Pinal County Flood Control District
Tucson Active Management Area GRD
3. THE LACK of a legal right of access recorded in insurable form to and from said land to a public street.
4. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket 1793
Page 837
Purpose roads



First American Title™

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BII (Continued)

Order No.: 06178915-128-V60

5. ANY FAILURE to comply with the terms, covenants and conditions of the Option Agreement or Agreements referred to in Schedule A.

6. ANY FACTS, RIGHTS, interests or claims which are not shown by the Public records but which could be ascertained by making inquiry of the Optionors in the Option Agreement or Agreements referred to in Schedule A.

NOTE: IF EXTENDED COVERAGE IS REQUESTED, SECTION ONE WILL BE DELETED, AND THE FOLLOWING MATTERS WILL BE ADDED:

7. RESERVATIONS contained in the Patents from the United States of America, recorded in Book 57 of Deeds, page 524, and in Docket 216, page 382, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America; and

RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land.

8. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

9. RIGHTS OF PARTIES in possession.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

10. ADVERSE MATTERS that may be revealed by an inspection of the land.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

11. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

EXHIBIT D

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

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

**Special Warranty Deed
With Restrictions**

KB Home Tucson, Inc., an Arizona Corporation, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto:

As described in Exhibit "A" and depicted in Exhibit "A-1" attached hereto.

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

Subject, further, to an express restriction prohibiting any development of the Property, or any subdivision or splitting of the Property into smaller parcels (the "Deed Restriction"), except as set forth below. The Deed Restriction may only be amended in a writing signed by Grantor and Grantee or their respective successors and assigns. The Deed Restriction shall run with the land in perpetuity and be binding upon the Grantee, its successors and assigns.

The Deed Restriction is intended for the express benefit of the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. Any party who may enforce the Deed Restriction may maintain an action in equity to enforce said restriction, including the granting of injunctive relief, and if successful will be entitled to an award of attorney fees and costs incurred in such enforcement action.

The Deed Restriction shall not prohibit Grantee from splitting the Property one time into two parcels, hereinafter referred to as the Residential Parcel and the Open Space Parcel. The Residential Parcel will include the land on which the existing residence is located, and will be contiguous and no greater than five (5) acres. The Open Space Parcel will be all of the Property not included in the Residential Parcel. In the event the Property is split pursuant to the terms of this paragraph, both the Residential Parcel and the Open Space Parcel shall continue to be subject to the Deed Restriction, in perpetuity.

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

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

Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements, livestock watering, wildlife waters, farming, fire-fighting, or dust control;

Prescribed fire for areas of 10 acres or less;

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

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands, or to facilitate farming or livestock-related activities;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, hunting access to adjoining public lands, and horseback riding; and/or

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

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

KB Home Tucson, Inc., an Arizona Corporation

By: _____
Its: _____

DATE

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of KB Home Tucson, Inc., an Arizona corporation, on behalf of the company.

Notary Public

My commission Expires:

ACCEPTED AND AGREED:

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

By _____
Neil J. Konigsberg, Manager
Pima County Real Property Services
Date _____

APPROVED AS TO CONTENT:

Chris Cawein, Director, Natural
Resources Parks & Recreation Department

APPROVED AS TO FORM:

Tobin Rosen, Deputy Pima County
Attorney, Civil Division

Date

RESOLUTION AND ORDER NO. 2017 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF
SUPERVISORS ACCEPTING A DONATION OF A 45 ACRE
PARCEL OF UNDEVELOPED REAL PROPERTY FROM KB
HOME TUCSON, INC., AND DESIGNATING THE
DONATION PARCEL AS PART OF THE COUNTY PARKS
SYSTEM**

The Board of Supervisors of Pima County, Arizona finds:

1. KB Home, Tucson, Inc., an Arizona Corporation (“Donor”) owns a forty-five (45) acre parcel of land in the Tortolita Mountains upon which sits a 3,000 square foot house (collectively, the “Donation Parcel”);
2. Donor is desirous of conveying to the County, by donation, the entirety of the Donation Parcel in fee;
3. County is desirous of accepting the donation of the Donation Parcel from Donor;
4. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the County;
5. County has the authority under A.R.S. Section 11-932 to acquire lands and dedicate the same as Parks; and
6. The Donation Parcel is being acquired for open space and conservation values and will be administered by the Pima County Department of Natural Resources, Parks and Recreation;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Donation Agreement is hereby approved.

2. The Chair is hereby authorized and directed to sign the Donation Agreement and the Deed to the Donation Parcel on behalf of the Pima County Board of Supervisors accepting title to the Donation Parcel.

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

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

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

PASSED, ADOPTED AND APPROVED this _____ day of May, 2017.

PIMA COUNTY BOARD OF SUPERVISORS:

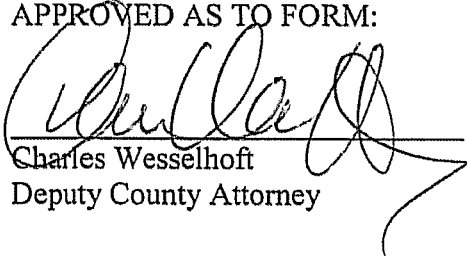
Sharon Bronson, Chair

Date: _____

ATTEST:

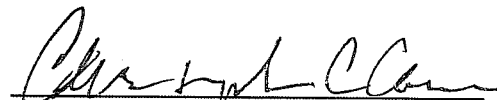
Julie Castaneda
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Charles Wesselhoft
Deputy County Attorney

APPROVED AS TO CONTENT:



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