



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

Award  Contract  Grant

Requested Board Meeting Date: August 7, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Daniel K. Wong, an unmarried man ("Wong")

**\*Project Title/Description:**

Accept Donation of Real Property Consisting of Approximately 45 Fee Acres. Acq-0783; Supervisor Dist. N/A.

**\*Purpose:**

Staff recommends that Pima County ("County") enter into a Donation Agreement with Wong for the Donation of certain real property, consisting of approximately 45 acres in Pinal County (the "Property"). Wong was granted a rezoning (P18RZ00001) for property he wishes to develop upon the condition that he conserve natural open space of similar habitat value at another location to mitigate impacts his development will have on lands located in the Conservation Lands System. This donation, if approved, will satisfy these natural open space requirements. The Property to be donated is located generally northwest of Tortolita Mountain Park, adjacent to County-owned conservation land. Wong does not wish to retain ownership of the Property and wishes to donate it to County.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**\*Program Goals/Predicted Outcomes:**

CLS mitigation required by Rezoning P18RZ00001 will be fulfilled. Acceptance of this 45-acre natural open space donation will conserve important saguaro-ironwood habitat and expand an existing conservation area. The Property, once acquired, will be managed by Natural Resources Parks and Recreation as part of the County's parks system.

**\*Public Benefit:**

County's acceptance of this 45 acre open space donation will conserve important saguaro-ironwood habitat and expand an existing conservation area.

**\*Metrics Available to Measure Performance:**

The Property will be conveyed to County at no cost to the County except for closing costs not to exceed \$2,500.00. Wong will pay to County at Closing an endowment payment of \$7,452.00 to help defray the cost of maintaining the donation parcel.

**\*Retroactive:**

No.

To: COB. 7.20.18  
Ver. 1  
Jgs - 17  
C11

**Contract / Award Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 19\*038

Effective Date: 8/07/2018 Termination Date: 12/31/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \$2,500.00  Revenue Amount: \$ 7,452.00

\*Funding Source(s) required: FN-General Fund, Special Projects

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

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

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number?  Yes  No

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

**Amendment / Revised Award Information**

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

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

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

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

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

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

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

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

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

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

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

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

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

\*Funding Source: \_\_\_\_\_

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

Contact: Michael D. Stofko

Department: Real Property Telephone: 520-724-6667

Department Director Signature/Date: [Signature] 7/17/2018

Deputy County Administrator Signature/Date: [Signature] 7/18/18

County Administrator Signature/Date: [Signature] 7/19/18  
(Required for Board Agenda/Addendum Items)

**RESOLUTION AND ORDER NO. 2018 - \_\_\_\_\_**

**RESOLUTION OF THE PIMA COUNTY BOARD OF  
SUPERVISORS ACCEPTING A DONATION OF A 45 ACRE  
PARCEL OF UNDEVELOPED REAL PROPERTY FROM  
DANIEL K. WONG, AND DESIGNATING THE DONATION  
PARCEL AS PART OF THE COUNTY PARKS SYSTEM**

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

1. Daniel K. Wong, an unmarried man (“Donor”) owns a forty-five (45) acre parcel of land located generally northwest of Tortolita Mountain Park, adjacent to County-owned conservation land in Pinal County (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 Chairman 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 Chairman 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 \_\_\_\_\_, 2018.

**PIMA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Richard Elias, Chairman

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

ATTEST:

\_\_\_\_\_  
Julie Castaneda  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Kell Olson  
Deputy County Attorney

APPROVED AS TO CONTENT:

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

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>  <b>PROJECT: Accept Donation of Real Property Consisting of Approximately 45 Fee Acres</b>  <b>DONOR: Daniel K. Wong, an unmarried man</b>  <b>AMOUNT: Not to Exceed \$2,500.00</b>	<b>CONTRACT</b>
	<b>NO. <u>CT-PW-19-038</u></b> <b>AMENDMENT NO. _____</b> 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 Daniel K. Wong, an unmarried man (hereinafter, "**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 the Chairman of the Pima County Board of Supervisors signs this Agreement.

2. **Background & Purpose.**

2.1. Donor is or will be the owner of certain real property in Pinal County, Arizona consisting of approximately forty-five (45) acres, legally described and depicted, collectively, on **Exhibit A** attached hereto, and commonly known as a portion of Assessor's Tax Parcel 304-05-030A; and a portion of Assessor's Tax Parcel 304-05-3010, including all structures and improvements situated thereon, if any (the "**Property**");

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

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

3. **Donation.**

3.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, if any, to the extent, if any, that Donor has

an interest therein, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

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

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

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

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

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

surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional twenty (20) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

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

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

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

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

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property

in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

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

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

7. **Closing.**

7.1 Closing. The Closing shall take place at Title Security Agency, Bobbi Raymond, Escrow Agent, after completion of the Inspection Period, but no later than December 31, 2018, unless otherwise agreed to by the Parties.

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

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

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

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

7.3.3 possession of the Property.



7.4 Closing Costs. County shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Closing costs not expected to exceed \$2,500.00.

8. **Endowment.**

8.1 Donor acknowledges that County will incur certain ongoing expenses in connection with the ownership and maintenance of the Property, and agrees to defray those expenses by payment to County of an endowment (the "Endowment") as set forth in this Section 8.

8.2 Donor will pay the Endowment to County, contemporaneously with the Close of Escrow, in the sum of seven-thousand four-hundred fifty-two (\$7,452.00) which Endowment shall be deposited in the Special Revenue Fund referenced in Section 8.3 below.

8.3 County will deposit the Endowment payment in a Special Revenue Fund to be established by the Pima County Natural Resources Parks and Recreation Department, the managing department, in order to fund future expenses County may incur in connection with ownership and maintenance of the Property.

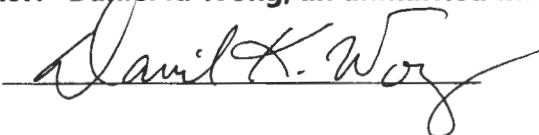
9. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

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: Daniel K. Wong, an unmarried man**

By:  Date: 7/10/18

**Donee: Pima County, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Richard Elias, Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

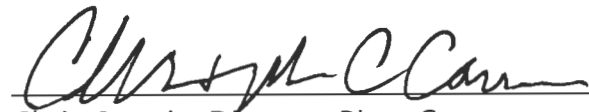
APPROVED AS TO CONTENT:

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

7/6/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator

7/19/18  
\_\_\_\_\_  
Date

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

7/10/18.  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: A portion of Pinal County APN 304-05-030A; and a portion of Pinal County APN 304-05-3010.

June 26, 2018  
18053-N



### Legal Description

All that portion of the north 751.10 feet of the Southwest 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:

Beginning at the northwest corner of the Southwest one-quarter of said Section 26 ( found GLO brass cap ), thence North 89° 58' 20" East along the north line of the Southwest one-quarter of Section 26 a distance of 2647.20 feet to a found ½" iron pin RLS 29873 and being the northeast corner of the Southwest one-quarter of said Section 26;

Thence leaving said north line, South 00° 03' 33" West along the east line of the Southwest one-quarter of said Section 26 a distance of 751.10 feet to a set ½" iron pin RLS 12537;

Thence leaving said east line, South 89° 58' 20" West, 2646.56 feet to a point on the west line of the Southwest one-quarter of said Section 26 to a set ½" iron pin RLS 12537;

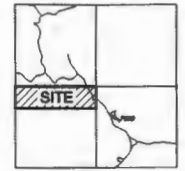
Thence North 00° 00' 35" East along the west line of said Southwest one-quarter a distance of 751.10 feet to the point of beginning.

Containing 45.64 acres of land more or less.

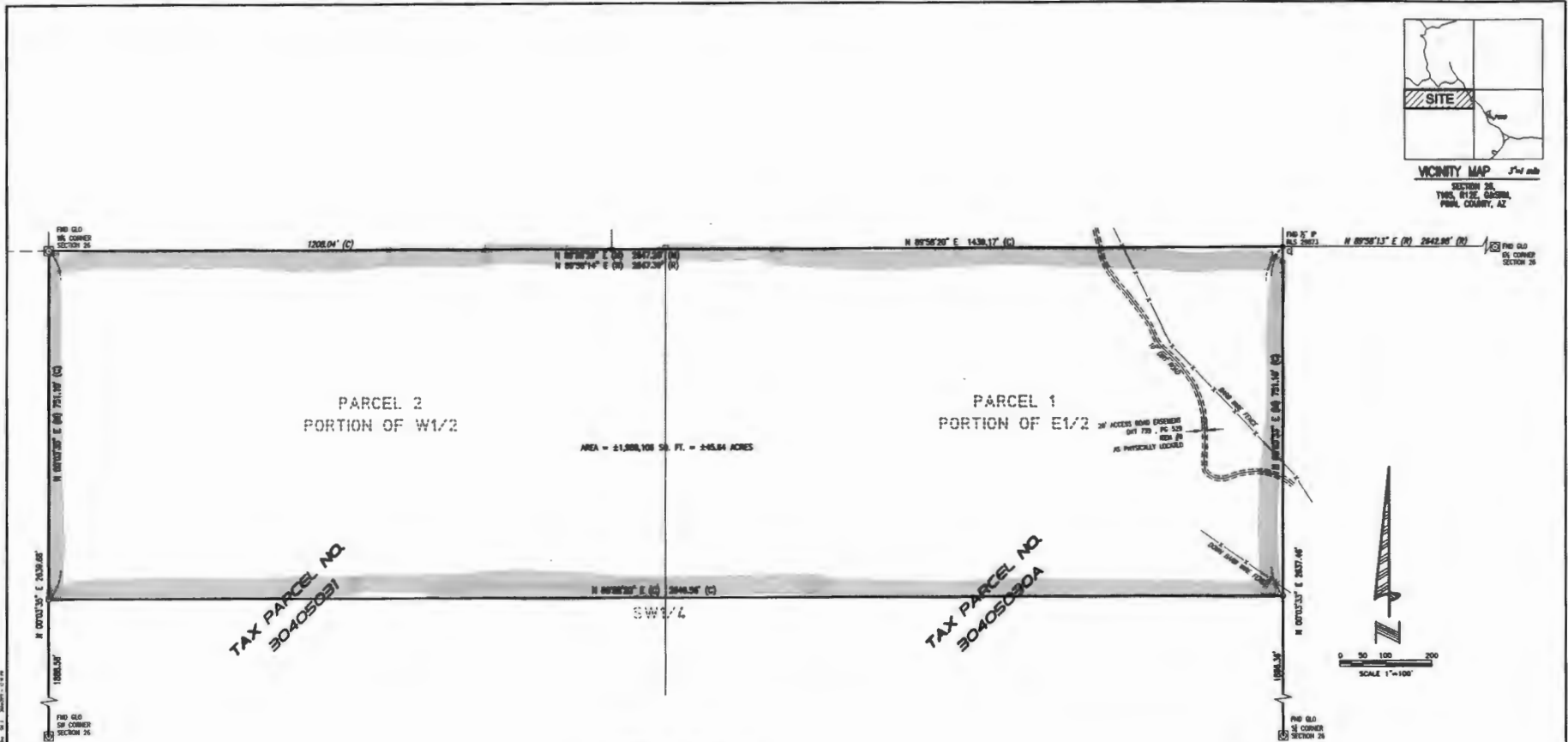
Subject to any easements of record.



EXPIRES: 6/30/2019



VICINITY MAP  
SECTION 28,  
T106, R12E, G&SRM,  
PINAL COUNTY, AZ



DANIEL K. WONG



- LEGEND**
- (C) CALCULATED DIMENSION.
  - (M) MEASURED DIMENSION FOR THIS SURVEY.
  - (R) RECORD DIMENSION PER AMEC UNRECORDED SURVEY DATED 8-01-2005.
  - ⊠ FIND BRASS CIP SURVEY MONUMENT (BCSM).
  - FOUND AS NOTED.
  - SET 1/2" IRON PIN, TAGGED TRLS 12537.
  - FENCE AS NOTED

BASIS OF BEARINGS: THE WEST LINE ON THE NORTHWEST QUARTER OF SECTION 28 AS SHOWN ON THE UNRECORDED SURVEY BY AMEC INFRASTRUCTURE, INC. DATED 8-01-2005.  
 SMD BEARING BEING: N 00°01'00" E


CERTIFICATION: I CERTIFY THAT THE SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION, AND THE MONUMENTS EXIST AS SHOWN.

FREDRICK J. SHANKOLD  
 ARIZONA R.L.S. # 12537



**RECORD OF SURVEY**  
**ALTA LAND TITLE SURVEY**  
 SW¼ of Section 28, T106, R12E, G&SRM,  
 Pinal County, AZ

**PRECISION LAND SURVEYING, INC.**  
 8219 EAST 22ND STREET • TUCSON, ARIZONA 85710  
 PH (520) 298-3200 • FAX (520) 298-5100 • EMAIL: PLSPRECISION@GMAIL.COM

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 600-113409-TB

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- B. 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.
- C. 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 thereof.
- D. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- E. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
- F. (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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**EXHIBIT B**

**SCHEDULE B**  
(Continued)

- G. Any lien or right to a lien for services, labor or material not shown by the Public Records.
1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:
- 2018
2. 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.
3. RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land as reserved in Patent to said land.
4. EASEMENT and rights incident thereto, as set forth in instrument:
- |                           |                 |
|---------------------------|-----------------|
| Recorded in <u>Docket</u> | <u>739</u>      |
| Page                      | <u>529</u>      |
| Purpose                   | road and access |
5. EASEMENT and rights incident thereto, as set forth in instrument:
- |                           |  |
|---------------------------|--|
| Recorded in <u>Docket</u> | <u>1793</u>                                |
| Page                      | <u>637</u>                                 |
| Purpose                   | road, ingress, egress and public utilities |
6. EASEMENT and rights incident thereto, as set forth in instrument:
- |                                 |  |
|---------------------------------|--|
| Recorded in <u>Document No.</u> | <u>1996-013237</u>                         |
| Purpose                         | road, ingress, egress and public utilities |
7. EASEMENT and rights incident thereto, as set forth in instrument:
- |                                 |                                     |
|---------------------------------|-------------------------------------|
| Recorded in <u>Document No.</u> | <u>1996-013241</u>                  |
| Purpose                         | road, ingress, egress and utilities |
8. THE LACK of a legal right of access recorded in insurable form to and from said land to a public

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**SCHEDULE B**  
(Continued)

street. Notwithstanding the affirmative assurance of Paragraph 4, the Company is unwilling to insure access.

**END OF SCHEDULE B – PART II**

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

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

**Special Warranty Deed  
With Restrictions**

Daniel K. Wong, an unmarried man, 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 upon any development, 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 heirs, 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. Any conveyance of the Property in violation of the Deed Restriction shall be null and void.

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;

**EXHIBIT C**

6/26/2018



Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements, livestock watering, wildlife waters, 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 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.

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EXHIBIT ONLY -- NOT FOR EXECUTION

Daniel K. Wong, an unmarried man

\_\_\_\_\_

\_\_\_\_\_ DATE

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Daniel K. Wong.

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

My commission Expires:  
\_\_\_\_\_

**EXHIBIT ONLY -- NOT FOR EXECUTION**

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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, Pima County  
Natural Resources Parks & Recreation

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Kell Olson, Deputy Pima County  
Attorney, Civil Division

\_\_\_\_\_  
Date

EXHIBIT ONLY -- NOT FOR EXECUTION