



Contract Number: CT. PW-15 * 223
Effective Date: 12-9-14
Term Date: 12-9-2019
Cost: \$4,500.-
Revenue: _____
Total: _____ NTE: _____
Renewal By: _____ Action: 9-1-2019
Term: 12-9-2019
Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: December 9, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Ms. June R. Woodman ("Donor") is a longtime resident of the Tucson Mountains. She owns and resides on a ten (10) acre parcel adjacent to the County-owned Sweetwater Preserve (the "Property"). Donor wishes to preserve the conservation values of the Property in perpetuity by donating a portion of the Property consisting of approximately three (3) acres (the "Donation Parcel") to Pima County. The Donation Parcel will be conveyed to the County free and clear of any monetary liens and encumbrances. County will pay all closing costs and escrow fees associated with the foregoing conveyance, including the cost of a title insurance policy insuring the Property for \$90,000. All closing costs, including the premium for a Standard Owner's Title Insurance policy is not expected to exceed \$4,500.00. The County has agreed to accept the donation of the Donation Parcel subject to an express deed restriction that provides that both the Donation Parcel and the adjacent County-owned parcels, as described and depicted with specificity in the Donation Agreement (the "Adjacent Parcels") remain forever undeveloped. The deed restriction further provides that if either the Donation Parcel or the Adjacent Parcels are ever developed, title to the Donation Parcel will automatically and immediately revert to Donor or her heirs or assigns. County is willing to accept the donation subject to the referenced deed restrictions.

STAFF RECOMMENDATION(S): *Staff recommends that the Board of Supervisors approve the Agreement to Donate Real Property; to authorize the expenditure of an amount NOT TO EXCEED \$4,500.00 to pay for closing costs and escrow fees, including the premium for a Standard Owner's Title Insurance Policy; and to approve and execute the accompanying Board Resolution.*

Page 1 of 2

Ver-1
Vendor-1
Pgs-- 22
To: COB - 11-26-14
Agenda 12-9-14
(3)

Procure Dept 11/18/14 PM0204

PIMA COUNTY COST: \$NTE 4,500.00 and/or REVENUE TO PIMA COUNTY: \$ -0-

FUNDING SOURCE(S): General Fund.
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES NO

Board of Supervisors District:

1 2 3 4 5 All

IMPACT:

IF APPROVED: County will accept the donation of a 3.023 acre parcel of unimproved land in the Tucson Mountains adjacent to the County's Sweetwater Preserve, preserving the Property as open space as part of its Parks system.

IF DENIED: County will not accept the donation of a 3.023 acre parcel of unimproved land in the Tucson Mountains adjacent to the County's Sweetwater Preserve, in which case the Property may ultimately not be preserved as open space but rather be developed.

DEPARTMENT NAME: Real Property Services

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

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Accept Donation of Real Property Consisting of Approximately 3.023 Fee Acres; Pay Closing Costs</p> <p>DONOR: June R. Woodman</p> <p>AMOUNT: Not to Exceed \$4,500.00</p>	<table border="1"> <tr> <td data-bbox="917 235 1421 357"></td> </tr> <tr> <td data-bbox="917 357 1421 409" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="917 409 1421 462">NO. <u>C.F. PW-1500000000000000 223</u></td> </tr> <tr> <td data-bbox="917 462 1421 504">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="917 504 1421 699">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>		CONTRACT	NO. <u>C.F. PW-1500000000000000 223</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT						
NO. <u>C.F. PW-1500000000000000 223</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 June R. Woodman, an unmarried woman ("**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 that certain real property in Pima County, Arizona consisting of approximately ten (10) acres and commonly known as Assessor's Tax Parcel 214-46-0020, including all structures and improvements situated thereon, if any, (hereinafter referred to as the "**Larger Parcel**");

2.2. Donor desires to donate to Donee an undeveloped portion of the Larger Parcel consisting of approximately 3.023 acres, and legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto, (the "**Property**") ; 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, in which Donor has an interest, 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 against, and hold 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 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. **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 after completion of the Inspection Period, but no later than December 31, 2014, 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 D** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

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, 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>4,500.00</u>	Estimated County Closing Costs
\$	<u>4,500.00</u>	TOTAL NOT TO EXCEED AMOUNT

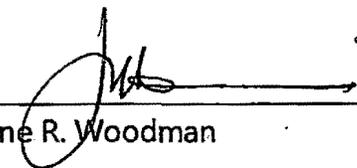
8. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

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

10. **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: June R. Woodman, an unmarried woman:



June R. Woodman

11 / 7 / 14

Date

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

Sharon Bronson, Chair, Board of Supervisors

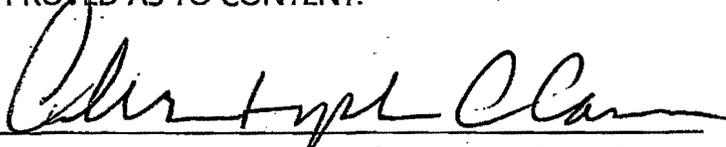
Date

ATTEST:

Robin Brigode, Clerk of Board

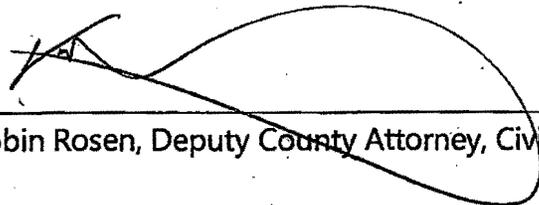
Date

APPROVED AS TO CONTENT:



Chris Cawein, Director, Natural Resources Parks &
Recreation Department

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: A portion of 214-46-0020

29 October 2014

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of that parcel described in Docket 7798 at Page 1385 recorded in the office of the Pima County Recorder, Arizona, being located in the Northeast Quarter of Section 25, Township 13 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the northwest corner of said parcel, a found ½" rebar tagged RLS19316;

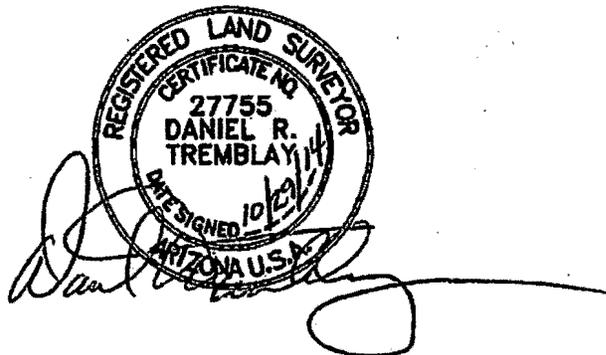
THENCE along the north line of said parcel, North 89°08'17" East a distance of 655.42 feet to a found ½" rebar tagged RLS19316 at the northeast corner of said parcel, being the Basis of Bearing for this description;

THENCE along the east line of said parcel South 00°28'24" East a distance of 150.00 feet to a ½" rebar tagged "PCDOT";

THENCE South 76°14'40" West a distance of 291.29 feet to a ½" rebar tagged "PCDOT";

THENCE South 89°08'17" West a distance of 372.00 feet to a point on the west line of said parcel, a ½" rebar tagged "PCDOT";

THENCE along said west line North 00°27'05" West a distance of 215.00 feet to the **POINT OF BEGINNING**.



Expires 31 March 2015



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BII

File No.: 600-32007-RDH

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:

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

Second half of 2014
2. Patent Reservations of record in instrument recorded in Deed Book 196 at Page 585.
3. **EASEMENT** and rights incident thereto, as set forth in instrument:
Recorded in Document No.
Miscellaneous Records Book 66
Page 501
Purpose communication purposes
4. **EASEMENT** and rights incident thereto, as set forth in instrument:
Recorded in Document No.
Miscellaneous Records Book 74
Page 396
Purpose electric lines
5. **EASEMENT** and rights incident thereto, as set forth in instrument:
Recorded in Document No.
Docket 3118
Page 413
in Docket 4800
Page 237
in Docket 5069
Page 278
and in Docket 5187
Page 789
Purpose ingress, egress and utilities
6. **EASEMENT** and rights incident thereto, as set forth in instrument:
Recorded in Document No.
Docket 5763
Page 50
as affected by Docket 7289
Page 810

SCHEDULE B
(Continued)

as affected by Agreement to Grant & Release Easements and to add Restrictions
Recorded in Docket 13122
Page 1891
Purpose ingress, egress and utilities

7. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No.
Docket 5791
Page 1004
Purpose utilities
8. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS,
including but not limited to any recitals creating easements or party walls, omitting, if any, from the above,
any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in
instrument:
Recorded at Document No.
Recorded in Docket 10256
Page 882
9. AGREEMENT according to the terms and conditions contained therein:
Purpose Road Maintenance
Dated July 13, 1987
Recorded July 24, 1987
Document No.
Docket 8084
Page 1627
10. Agreement to Grant and Release Easements and to Add Restrictions as set forth in instrument recorded
in Docket 13122 at Page 1891.
11. EASEMENT and rights incident thereto, as set forth in instrument:
Recorded in Document No.
Docket 13226
Page 1969
Purpose utilities
Note: Said easement was recorded without an Exhibit "A" attached

END OF SCHEDULE B – PART II

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(B)(8)

Special Warranty Deed

By donation, JUNE R. WOODMAN, an unmarried woman, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

As described in Exhibit "A" and depicted in Exhibit "B" 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 residential or commercial development, subdivision or splitting of the Property, or of the adjacent County-owned property lying directly north, east and west of the Property and described and depicted, collectively, in attached Exhibits "C" and "D" (the "Adjacent Property") into smaller parcels (the "Deed Restriction"). The Property and the Adjacent Property may hereinafter at times be referred to collectively as the "Restricted Property". The Deed Restriction shall run with the Restricted Property in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the Grantor as well as 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. In the event that Grantee or any assignee of Grantee undertakes any development, subdivision, splitting or other conveyance of all or any portion of the Restricted Property for the purpose of residential or commercial development in violation of this Deed Restriction, then this deed shall be of no further force or effect and title to the Property shall automatically revert to Grantor or to Grantor's heirs.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements, if any, situated on the Restricted 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 Restricted Property. The following activities

anywhere on the Adjacent Property 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;

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

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, and horseback riding; and/or

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

Notwithstanding the foregoing, the above-listed activities shall be construed to be a violation of the Deed Restriction if such activities are conducted on the Property.

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.

JUNE R. WOODMAN, an unmarried
Woman

DATE

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by June R. Woodman.

Notary Public

My commission Expires:

ACCEPTED AND AGREED:

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

By _____

Chair, Pima County Board of
Supervisors

_____ Date

ATTEST:

_____ Clerk of the Board

_____ Date

APPROVED AS TO FORM:

_____ Tobin Rosen, Deputy Pima County
Attorney, Civil Division

_____ Date

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(B)(8)

Special Warranty Deed

By donation, JUNE R. WOODMAN, an unmarried woman, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

As described in Exhibit "A" and depicted in Exhibit "B" 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 residential or commercial development, subdivision or splitting of the Property, or of the adjacent County-owned property lying directly north, east and west of the Property and described and depicted, collectively, in attached Exhibits "C" and "D" (the "Adjacent Property") into smaller parcels (the "Deed Restriction"). The Property and the Adjacent Property may hereinafter at times be referred to collectively as the "Restricted Property". The Deed Restriction shall run with the Restricted Property in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the Grantor as well as 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. In the event that Grantee or any assignee of Grantee undertakes any development, subdivision, splitting or other conveyance of all or any portion of the Restricted Property for the purpose of residential or commercial development in violation of this Deed Restriction, then this deed shall be of no further force or effect and title to the Property shall automatically revert to Grantor or to Grantor's heirs.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements, if any, situated on the Restricted 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 Restricted Property. The following activities

anywhere on the Adjacent Property 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;

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

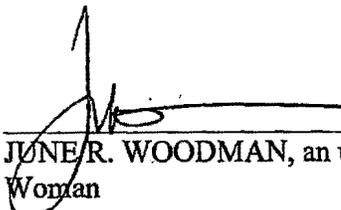
Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, and horseback riding; and/or

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

Notwithstanding the foregoing, the above-listed activities shall be construed to be a violation of the Deed Restriction if such activities are conducted on the Property.

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.



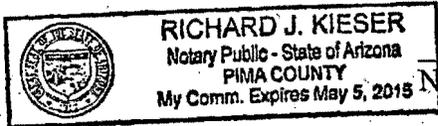
JUNE R. WOODMAN, an unmarried
Woman

11 / 7 / 14

DATE

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 7 day of November, 2014, by June R. Woodman.



[Signature]

Notary Public

My commission Expires:

May 5, 2015

ACCEPTED AND AGREED:

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

By _____
Chair, Pima County Board of
Supervisors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:

[Signature]

Tobin Rosen, Deputy Pima County
Attorney, Civil Division

11/6/14

Date

29 October 2014

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of that parcel described in Docket 7798 at Page 1385 recorded in the office of the Pima County Recorder, Arizona, being located in the Northeast Quarter of Section 25, Township 13 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the northwest corner of said parcel, a found ½" rebar tagged RLS19316;

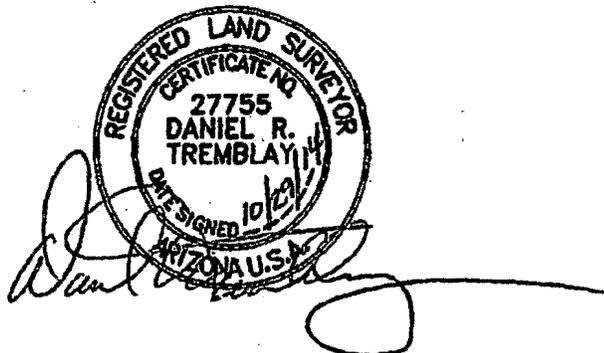
THENCE along the north line of said parcel, North 89°08'17" East a distance of 655.42 feet to a found ½" rebar tagged RLS19316 at the northeast corner of said parcel, being the Basis of Bearing for this description;

THENCE along the east line of said parcel South 00°28'24" East a distance of 150.00 feet to a ½" rebar tagged "PCDOT";

THENCE South 76°14'40" West a distance of 291.29 feet to a ½" rebar tagged "PCDOT";

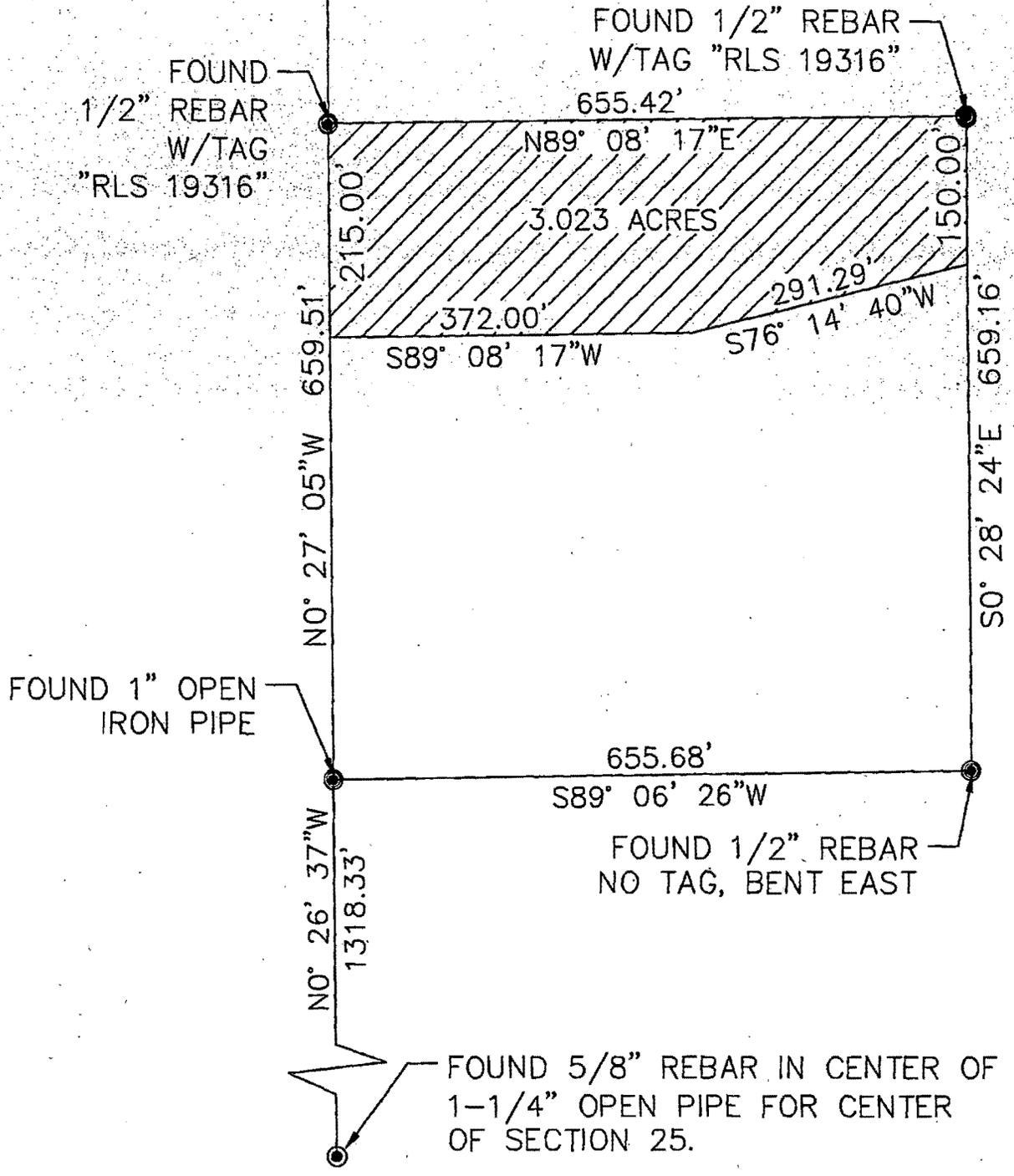
THENCE South 89°08'17" West a distance of 372.00 feet to a point on the west line of said parcel, a ½" rebar tagged "PCDOT";

THENCE along said west line North 00°27'05" West a distance of 215.00 feet to the **POINT OF BEGINNING**.



Expires 31 March 2015

EXHIBIT "B"



PIMA COUNTY SURVEY

A PORTION OF PARCEL I PER DOCKET 7798 PAGE 1385,
 LOCATED IN SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Lots 1 through 46 and Common Areas "A" and "B" of SWEETWATER CANYON, according to the plat of record in the Office of the County Recorder of Pima County, Arizona recorded in Book 64 of Maps, Page 71.

Together with the following (Well Site):

The 60' x 60' Well Site shown as "EXCLUDED" on the Map of Sweetwater Canyon, subdivision, according to the Plat of record in the Office of the Pima County Recorder of Pima County, Arizona, in Book 64 at Page 71, and being a portion to the North one-quarter of Section 25, Township 13 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, and more particularly described as follows:

BEGINNING at the most Southeast corner of Lot 8 as show on said Map of Sweetwater Canyon above referred to, also being on the West line of Camino De Oeste;

Thence from said POINT OF BEGINNING, along the Southerly prolongation of the East line of said Lot 8 and the West line of Camion De Oeste, South 00 degrees 16 minutes 05 seconds West, a distance of 60.00 feet to a point, said point being in the Northeasterly line of Lot 1 of said Sweetwater Canyon subdivision;

Thence along said Northeasterly line, North 89 degrees 43 minutes 55 seconds West, a distance of 60.00 feet;

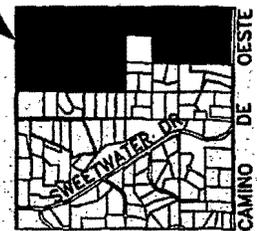
Thence continuing along said Northeasterly line, North 00 degrees 16 minutes 05 seconds East, a distance of 60.00 feet to a point, said point being in the Southerly line of said Lot 8;

Thence along said Southerly line, South 89 degrees 43 minutes 55 seconds East, a distance of 60.00 feet POINT OF BEGINNING;

EXHIBIT C

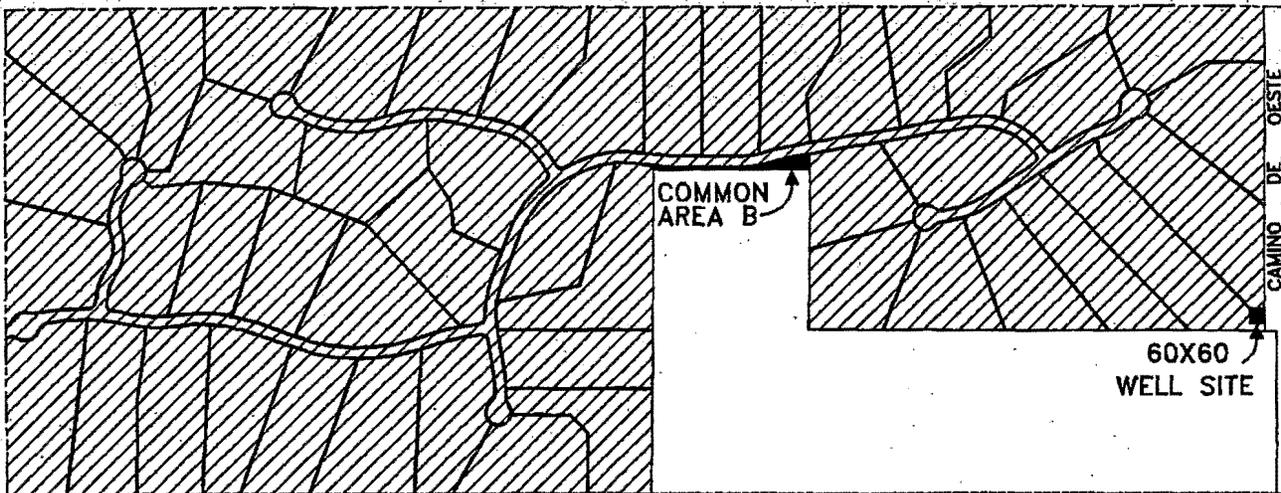
SECTION 25
TOWNSHIP 13 SOUTH
RANGE 12 EAST

SUBJECT AREA



SECTION 25
G&SRM
PIMA COUNTY, ARIZONA

"EXHIBIT D"



TAX PARCEL NUMBERS		
	214-46-0460	214-46-0620
214-46-0320	214-46-0470	214-46-0630
214-46-0330	214-46-0480	214-46-0640
214-46-0340	214-46-0490	214-46-0650
214-46-0350	214-46-0500	214-46-0660
214-46-0360	214-46-0510	214-46-0670
214-46-0370	214-46-0520	214-46-0680
214-46-0380	214-46-0530	214-46-0690
214-46-0390	214-46-0540	214-46-0700
214-46-0400	214-46-0550	214-46-0710
214-46-0410	214-46-0560	214-46-0720
214-46-0420	214-46-0570	214-46-0730
214-46-0430	214-46-0580	214-46-0740
214-46-0440	214-46-0590	214-46-0750
214-46-0450	214-46-0600	214-46-0760
	214-46-0610	214-46-0770

214-46-0780 - COMMON AREA A (PRIVATE STREETS)
214-46-0790 - COMMON AREA B (SLOPE & OPEN SPACE)
214-46-001A - 60X60 WELL SITE



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: L SAGARNAGA

DATE: JAN 2011

RESOLUTION AND ORDER NO. 2014 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF
SUPERVISORS ACCEPTING A DONATION OF A PORTION
OF THE JUNE WOODMAN PROPERTY VIA SPECIAL
WARRANTY DEED CONTAINING DEED RESTRICTIONS,
AND DESIGNATING THE DONATION PARCEL PART OF
THE COUNTY PARKS SYSTEM**

The Board of Supervisors of Pima County, Arizona finds:

1. June R. Woodman (“Donor”) owns and resides on a ten (10) acre parcel of land adjacent to the County-owned Sweetwater Preserve in the Tucson Mountains (the “Residential Parcel”).
2. Donor is desirous of conveying to the County, by donation, an undeveloped portion of the Residential Parcel, consisting of approximately three (3) acres (the “Donation Parcel”).
3. County is desirous of accepting the Donation of the Donation Parcel from Donor.
4. Donor’s donation of the Donation Parcel to County is expressly conditioned upon County’s agreement that both the Donation Parcel and the adjacent County-owned portion of Sweetwater Preserve, acquired by County pursuant to that certain Special Warranty Deed recorded March 31, 2011 as Instrument Number 20110900332 in the Office of the Pima County Recorder, remain forever undeveloped.
5. The above-referenced deed restriction is set forth with specificity in the Special Warranty Deed by which Donor will convey the Donation Parcel to County (the “Deed”). The deed restriction further provides that if either of the referenced properties is ever developed, title to the Donation Parcel will automatically revert back to Donor or her heirs or assigns.
6. County is willing to accept title to the Donation Parcel subject to the referenced deed restriction.
7. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the County; and
8. County has the authority under A.R.S. Sections 48-3603(A) and 11-932 to acquire lands and dedicate the same as Parks; and

9. 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 subject to the conditions set forth in the Deed.
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 December, 2014.

PIMA COUNTY BOARD OF SUPERVISORS:

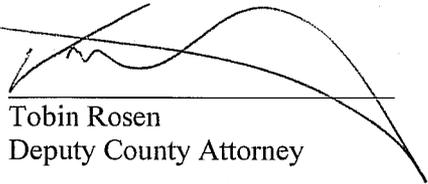
Sharon Bronson, Chair

Date: _____

ATTEST:

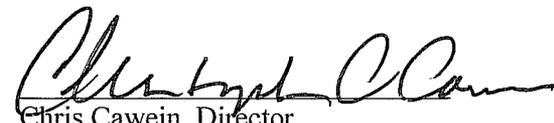
Robin Brigode
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Tobin Rosen
Deputy County Attorney

APPROVED AS TO CONTENT:



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