



## MEMORANDUM

### REAL PROPERTY SERVICES

201 N. Stone Avenue, Sixth Floor, Tucson, Arizona 85701-1215  
(520) 740-6667 FAX (520) 740-6763

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**To:** C.H. Huckelberry  
Administrator, Pima County

**From:** Michael D. Stofko  
Real Property Services

**Subject:** Donation Agreement and  
Acceptance of Recreational  
Trail Easement over FICO  
Parcel 304-18-097B

**Date:** December 26, 2014

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### MEMORANDUM TO COUNTY ADMINISTRATOR PURSUANT TO MEMORANDUM FROM COUNTY ADMINISTRATOR DATED DECEMBER 9, 2014

Mr. Huckelberry:

Roger Anyon and I have been working on piecing together the necessary easements for construction and maintenance of the Anza Trail in the Green Valley and Sahuarita Areas. One needed segment crosses FICO-owned parcel 304-18-097B which straddles Continental Road to the north and south in Green Valley. FICO has agreed to donate to the County a 60' wide trail easement running generally north and south through the referenced FICO parcel. Pursuant to the terms of the Donation Agreement, the County must complete installation of the trail improvements (basically signage) within 24 months of the Effective Date. If the County complies with this timeline, the perpetual Trail Easement will then be recorded. If the County fails to comply, the Trail Easement will not be recorded and the Donation Agreement will become null and void. This Agreement is beneficial to the County because it is coming via donation rather than purchase, and is beneficial to the public because it further advances the construction of the Anza Trail through the Green Valley and Sahuarita areas.

Thank you.

Michael D. Stofko, Esq.  
Special Projects, Real Property Services

A handwritten signature in black ink, appearing to read "Michael D. Stofko".



Contract Number: CTN-PW-15-087  
Effective Date: 1-20-15  
Term Date: 1-20-17  
Cost: /  
Revenue: /  
Total: / NTE: /  
Action: 10-1-16  
Renewal By: 10-1-2017  
Term: 10-1-2017  
Reviewed by: /

## BOARD OF DIRECTORS AGENDA ITEM SUMMARY

*Requested Board Meeting Date: January 20, 2015 Addendum*

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

Pima County ("County") has negotiated an Agreement to Donate Non-Exclusive, Non-Motorized Recreational Trail Easement (the "Agreement") with Farmers Investment Company, an Arizona Corporation ("FICO") pursuant to which FICO will donate to County a Non-Exclusive Non-Motorized Recreational Trail Easement, 60 feet in width, over and upon FICO-owned Tax Parcel 304-18-097B, which parcel is located on both the north and south sides of Continental Road in Green Valley, between I-19 to the West and the Santa Cruz River to the east. The total Easement Area, which is legally described and depicted on Exhibit B to the Agreement, will cover approximately 1.098 acres (the "Easement"). The County will utilize the Easement specifically as a critical piece of the Juan Bautista De Anza Trail. Pursuant to the express terms of the Agreement, the County will have 24 months from the Effective Date of the Agreement to construct the trail improvements over and upon the subject donated Easement Area. If the trail improvements are timely constructed, the executed Easement will then be recorded in the Office of the Pima County Recorder. If the improvements have not been constructed by January 20, 2017, the Easement will not be recorded and the Agreement will become null and void.

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**STAFF RECOMMENDATION(S):** *Staff recommends that the BOS approve and execute the Donation Agreement with FICO for the donation of a Trail Easement covering 1.098 acres of open space over and upon FICO-owned Parcel No. 304-18-097B, and approve and execute the form of Easement submitted herewith.*

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*Page 1 of 2*

*Ver. -1 To: COB-1-14-15 By MPT  
Ver. -1 Addendum (1)  
Pgs. 22*

PIMA COUNTY COST: \$0.00 and/or REVENUE TO PIMA COUNTY: \$ 0-  
FUNDING SOURCE(S): \_\_\_\_\_

(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  X 5  All

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**IMPACT:**

**IF APPROVED:** County will have added a crucial connection to its planned Juan Bautista De Anza Trail by donation rather than purchase.

**IF DENIED:** County will have failed to avail itself of a valuable donation of an Easement necessary for connecting the planned portions of the Juan Bautista De Anza Trail.

DEPARTMENT NAME: Real Property Services 

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

**PIMA COUNTY DEPARTMENT OF:  
REAL PROPERTY SERVICES**

**PROJECT: Accept Donation of Non-Exclusive  
Non-Motorized Multi-Use Recreational Trail  
Easement for Juan Bautista De Anza Trail  
Project Consisting of Approximately 1.098  
Acres**

**DONOR: Farmers Investment Co., an  
Arizona Corporation**

**AMOUNT: \$-0-**

<b>CONTRACT</b>	
NO <u>PIN.PW-1500000000000000087</u>	
<b>AMENDMENT NO. _____</b>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**AGREEMENT TO DONATE NON-EXCLUSIVE NON-MOTORIZED  
RECREATIONAL TRAIL EASEMENT  
(Juan Bautista De Anza National Historic Trail)**

1. **Parties.** This agreement ("**Agreement**") is entered into by and between Farmers Investment Co., an Arizona Corporation ("**Donor**") and Pima County, a political subdivision of the State of Arizona ("**County**" or "**Donee**"). Donor and Donee may hereinafter be referred to collectively as the "**Parties**".

**2. Background & Purpose.**

2.1. Donor is the Owner of that certain real property consisting of approximately 90.43 acres, currently identified as Pima County Tax Parcel Number 304-18-097B and depicted in **Exhibit A** attached hereto and made a part hereof, in Green Valley, Pima County, Arizona, (the "**Property**").

2.2. The County has determined that it has a need to acquire a perpetual Non-Exclusive Non-Motorized Recreational Trail Easement (the "Easement") over portions of the Property for purposes of construction and maintenance of the Juan Bautista De Anza Trail.

2.3. Donor wishes to grant the Easement to County by donation, and County desires to accept the donation of the Easement from Donor, subject to the express

terms and conditions as set forth herein.

2.4. The Easement shall be approximately sixty feet (60') in width and shall run generally from south to north through the Property (the "Easement Area"), as legally described and depicted, collectively on **Exhibit B**, attached hereto.

3. **Donation.**

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

3.2. The Easement will be granted pursuant to that Non-Exclusive, Non-Motorized Recreational Trail Easement in the form of **Exhibit C** attached hereto and incorporated herein by this reference (the "Form of Easement Agreement"). The Form of Easement Agreement shall be executed by Donor and the County and recorded promptly following the County's completion of construction of trail improvements to the Easement Area, as hereinafter described (the "Trail Improvements"). The County hereby acknowledges and agrees that, as a condition of the grant of the Easement, the County shall, within twenty-four (24) months following the date of this Agreement, construct the following Trail Improvements to and within the Easement Area at the sole cost and expense of the County:

- (a) Place Carsonite trail markers at reasonable distances and in such locations as may be agreed to by Donor and the County;
- (b) Place "Stop" signs, in both English and Spanish, at any locations where the Easement Area crosses any roads serving the Donor's property; and
- (c) Place not less than four (4) "No Trespassing" signs, in both English and Spanish, at reasonable distances and in such locations as may be agreed to by Donor and the County warning recreational users of the Easement Property to stay within the marked trail and not to trespass on Donor's property.

Donor hereby grants to the County a temporary construction easement over, upon and across the Easement Area for the purpose of constructing the Trail Improvements which temporary construction easement shall terminate upon the completion of construction of the Trail Improvements and recordation of the Form of Easement Agreement. The County hereby acknowledges and agrees that in the event that the Trail Improvements

have not been completed by that date that is twenty-four (24) months following the date of this Agreement, then this Agreement shall become null and void and have no further force or effect and the Form of Easement Agreement shall not be recorded. In addition to the Trail Improvements, in the event that there are repeated incidents of trespass by members of the general public utilizing the Trail Improvements onto Donor's Property, then Donor shall have the right to install post and cable or some other form of fencing on those portions of the Easement Area where such trespassing is occurring, whereupon the Donor shall install such fencing in such areas and at its sole cost.

3.3. The Donor and the County expressly acknowledge and agree that the Form of Easement Agreement contemplates that the location of the Easement Area may be relocated in the future in the discretion of the Donor or its successors-in-interest to any portion of the Property which may be encumbered by the Easement, which relocation shall be subject to and performed in accordance with the terms and conditions set forth in the Form of Easement Agreement.

4. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement.

5. **Risk of Loss.** Donor shall be responsible for the risk of loss for any and all damage to any improvements to the Property prior to the execution of this Agreement and the entry upon the Easement Area by the County for the purposes of the construction of Trail Improvements thereon.

6. **Indemnity.** To the extent permitted by law, County shall indemnify, defend and hold harmless Donor for, from and against any and all present or future claims, demands, damages and causes of action in law or equity caused by the negligent or intentionally wrongful acts of County, its officers, contractors, agents, employees and/or volunteers in connection with the use of the Easement, including without limitation, the construction, installation and maintenance of the Trail Improvements.

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

\$       -0-            Acquisition Amount

\$       -0-            Estimated County Closing Costs

\$       -0-      

**TOTAL NOT TO EXCEED AMOUNT**

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

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

9. **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.

10. **Effective Date.** This Agreement shall be effective (the "Effective Date") on the date it is signed by all of the Parties. This Agreement shall be considered signed by County on the date that it is signed by the Chair of the Pima County Board of Supervisors.

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

**Donor: Farmers Investment Co., an Arizona Corporation**



Richard S. Walden, President



Date

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

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Sharon Bronson, Chair, Board of Supervisors

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Date

ATTEST:

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Robin Brigode, Clerk of Board

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Date

APPROVED AS TO CONTENT:



Chris Cawein, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: A portion of 304-18-097B

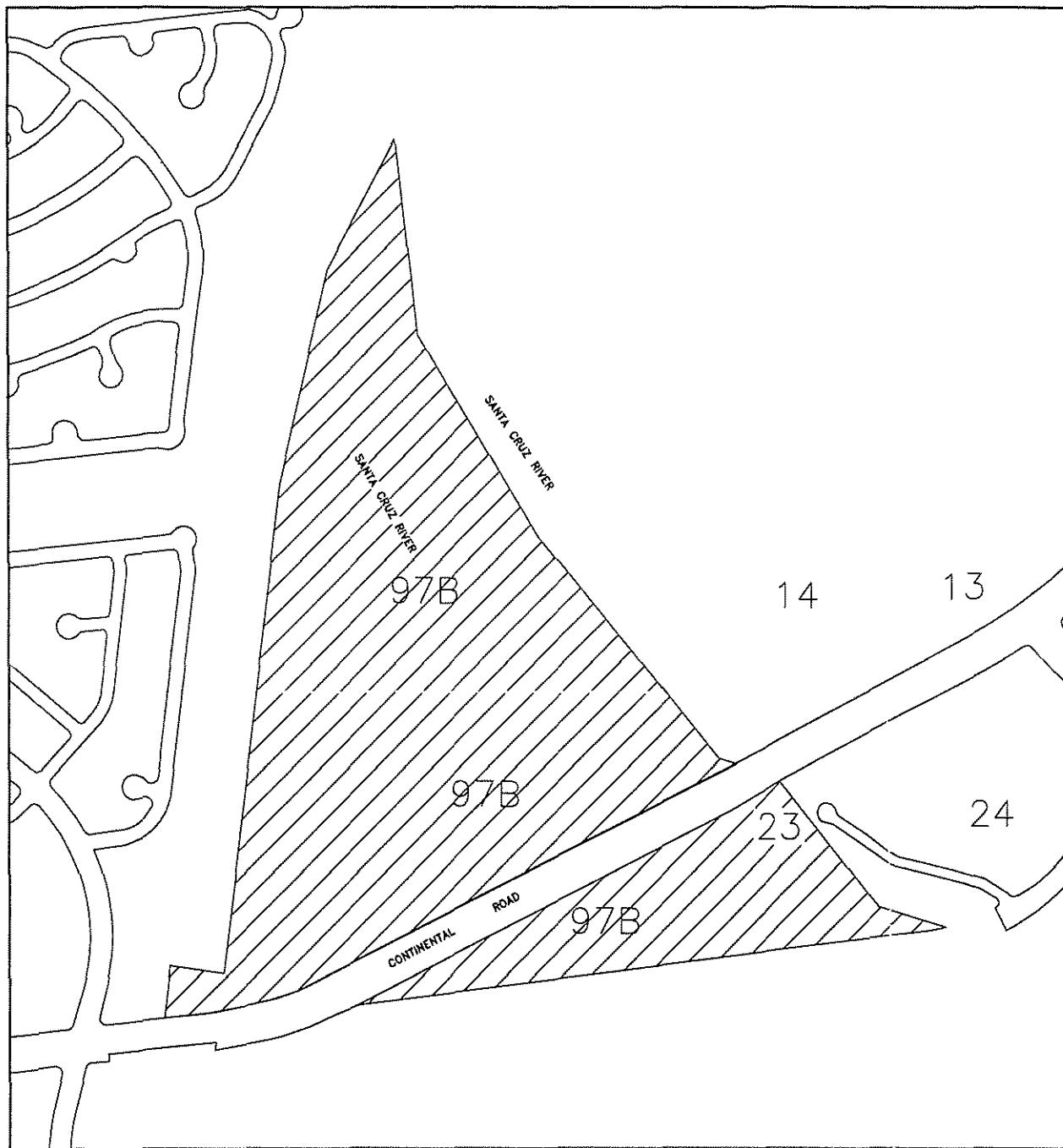
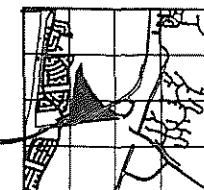
# Exhibit "A"

SECTION 23

TOWNSHIP 18 SOUTH

RANGE 13 EAST

SUBJECT AREA



304-18-097B



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT

14015

DRAWING NOT TO SCALE

DRAWN BY: SRBUTLER

DATE: JUN 2014

10 December 2014

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of the San Ignacio De La Canoa Land Grant, Township 18 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as a 60.00 foot wide strip lying 30.00 feet on each side of the following described centerline:

**COMMENCING** at the centerline intersection of Abrego Drive and Continental Road, as shown on the subdivision plat for Green Valley Desert Meadows Townhouses, Lots 1 through 81, recorded in Book 27 of Maps and Plats at Page 91 in the County Recorder's Office, Pima County, Arizona;

**THENCE** along the centerline of said Continental Road North  $83^{\circ} 58' 58''$  East, basis of bearings, a distance of 442.91 feet to the beginning of a tangent curve, concave to the north, having a radius of 1600.00 feet, and a central angle of  $03^{\circ} 57' 45''$ ;

**THENCE** along the arc of said curve to the left, a distance of 110.65 feet;

**THENCE** North  $09^{\circ} 59' 01''$  West, a distance of 75.00 feet to the north right-of-way of said Continental Road and the **POINT OF BEGINNING**;

**THENCE** North  $26^{\circ} 25' 23''$  East, a distance of 170.06 feet;

**THENCE** North  $07^{\circ} 04' 21''$  East, a distance of 594.95 feet;

**THENCE** South  $84^{\circ} 29' 24''$  West, a distance of 32.78 feet to the west line of Green Valley Desert Meadows No. 1, Lots 1 thru 198, recorded in Book 22 of Maps and Plats at Page 65 in the County Recorder's Office, and the **POINT OF TERMINUS**.

The sidelines of said centerline to be lengthened or shortened to intersect on the north with the east line of Green Valley Desert Meadows No. 1, Lots 1 Thru 198, recorded in Book 22 of Maps and Plats at Page 65, and on the south with the north right-of-way line of Continental Road.

The west line of said 60.00 foot wide strip is to be coincident with the east line of that parcel described in Docket 10884 at Page 668.

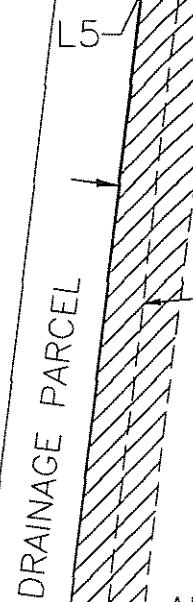


Expires 31 March 2015

DEPICTION OF EXHIBIT "A"  
POINT OF TERMINUS

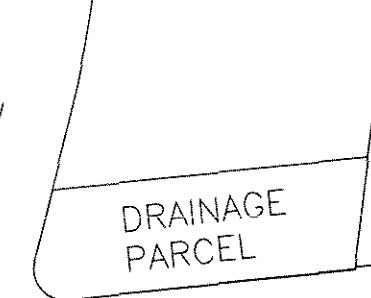
GREEN VALLEY DESERT MEADOWS NO.1

Line Table		
Line #	Length	Direction
L1	442.91'	N83° 58' 58"E
L2	75.00'	N9° 59' 01"W
L3	170.06'	N26° 25' 23"E
L4	594.95'	N7° 04' 21"E
L5	32.78'	S84° 29' 24"W



FARMERS  
INVESTMENT CO.  
APN 304-18-097B

ABREGO DRIVE



CONTINENTAL ROAD

POINT OF  
COMMENCEMENT

L3

C1

POINT OF BEGINNING

Curve Table			
Curve #	Length	Radius	Delta
C1	110.65	1600.00	3°57'45"



= EASEMENT AREA 1.098 ACRES



PIMA COUNTY SURVEY

A PORTION OF THE SAN IGNACIO DE LA CANOA LAND GRANT,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 150'

Date: 31 October 2014

Drawn By: AJI

Sheet 3 of 3

EXHIBIT B

CONTINUED

When recorded, return to:

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

**NON-EXCLUSIVE, NON-MOTORIZED RECREATIONAL TRAIL EASEMENT  
(Juan Bautista de Anza National Historic Trail)**

Exempt—No Affidavit Necessary—A.R.S. Section 11-1134(A)(3).

**1. Easement to County.** FARMERS INVESTMENT CO., an Arizona corporation ("Grantor"), does hereby grant to PIMA COUNTY, a political subdivision of the State of Arizona, ("County"), a perpetual non-exclusive, non-motorized recreational trail easement (the "Easement") over and across the real property legally described on the attached **Exhibit A** (the "Easement Property"), for the following uses (the "County Permitted Uses"):

- 1.1. ingress and egress for non-motorized, recreational public trail purposes;
- 1.2. the preservation of natural open space purposes within the Easement Property;
- 1.3. the erection of signs as compatible with conservation and trail purposes;
- 1.4. the alteration of the grade and gradient of the Easement Property, including the dislocation and removal of soil and other materials, or the addition of fill materials as may be required in connection with the County's construction and maintenance of trail improvements within the Easement Property, so long as the alterations do not impede storm water flows or affect the grading of the Grantor's property adjacent to the Easement Property; and
- 1.5. the installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related to the trail improvements.

Exclusive use of the Easement is not hereby granted, and Grantor hereby expressly reserves the right to use the Easement Property for other uses which do not unreasonably interfere with the County Permitted Uses, including without limitation, the maintenance, repair and replacement of roads, underground irrigation lines and other utility lines and conduits serving Grantor's property.

**2. Access to Property.** County and/or the general public may enter on the Easement Property at all reasonable times consistent with the County Permitted Uses; provided, however, that the access to and use of the Easement Property by the general public shall be limited to the County Permitted Uses described in **Section 1.1** above and for no other purpose. In no event shall any person use the Easement Property for camping, overnight accommodations or any other purpose inconsistent with trail use. It is the intention of the Grantor and the County that all members of the general public using the Easement shall be deemed to be "recreational users" pursuant to the terms and conditions of A.R.S. § 33-1551(C)(5) and that no person shall have any greater rights to the Easement or the Easement Property other than as set forth in A.R.S. § 33-1551(C)(5), subject to the express limitations and conditions of this Easement. Notwithstanding anything to the foregoing or elsewhere in this Easement to the contrary, the Easement and the Easement Property may, following consultations with and agreement by County, be periodically closed to the public by Grantor in connection with any future development of the Grantor's Property (including the Easement Property), unless an emergency requires temporary closure. In the event of temporary closure Grantor shall place visible signs and markers indicating to the public that the Trail is temporarily closed, and shall make every effort to provide a temporary detour for trail users. In the event of such periodic closure of the Easement Property by Grantor, Grantor shall use its best efforts to minimize both the temporal duration and the physical extent of such closure.

**3. Maintenance of Trail Improvements.** The County hereby acknowledges and agrees that, at all times during the term of this Easement, the County shall maintain and repair the following trail improvements which have been constructed by the County within the Easement Property (the "Trail Improvements") at the sole cost and expense of the County:

- 3.1. Maintain all signage in the locations originally agreed to by Grantor and County, as well as any fencing which may have been installed by the County at the request of Grantor in order to minimize trespassing on Grantor's property by recreational users;
- 3.2. Maintain and repair the Easement Property in a good and safe condition such that it remains free of obstacles or other conditions which may pose a danger to recreational users of the Easement, the Easement Property or Grantor's property;
- 3.3. Maintain all "Stop" signs, in both English and Spanish, at any locations where the Easement Property crosses any roads serving the Grantor's property; and
- 3.4. Maintain not less than four (4) "No Trespassing" signs, in both English and Spanish, which have been installed in locations mutually agreed to by the County and Grantor warning recreational users of the Easement Property to stay within the marked trail and not to trespass on Grantor's property.

**4. Relocation of Easement.** Notwithstanding anything contained in this Easement to the contrary, Grantor hereby expressly reserves the right, for itself and its successors and assigns, to relocate the Easement granted hereby in the event that any such relocation may be necessary in order to permit the ongoing farming operations of the Grantor on Grantor's property or in connection with the future development of Grantor's property; provided, however, that (a) any such relocation of the Easement shall not result in a material change in the general course of the Easement from south to north through the Grantor's property, (b) the relocated Easement shall be of a minimum width of at least sixty feet (60'), and (c) Grantor and the County shall cause to be executed and recorded an amendment or modification to this Easement evidencing the relocated Easement which shall include a legal description of the relocated Easement Property. In the event any such relocation of the Easement is required by Grantor in order to permit ongoing farming operations within Grantor's property, the County shall be responsible for all costs and expenses in connection with the preparation and recordation of an amendment to this Easement and the construction and installation of new Trail Improvements therein consistent with the Trail Improvements described in **Section 3** above. In the event of any relocation of the Easement required by Grantor or Grantor's successor(s) in interest in connection with the future development of Grantor's Property, the County and Grantor or Grantor's successor(s) in interest shall equally share in the costs and expenses of the preparation and recordation of the amendment to this Easement and the construction of new Trail Improvements therein consistent with the Trail Improvements described in **Section 3** above.

**5. Regulation of Easement Property.** County shall have the right to establish and enforce rules and regulations concerning use of the Easement Property consistent with the terms of this Easement and the provisions of A.R.S. § 33-1551.

**6. Use of Easement Property by Grantor.** Grantor may use the Easement Property for any purpose associated with existing and historical agricultural activities, as well as any use permitted by the zoning applicable to the Easement Property, which may change from time to time. The use of the Easement Property by Grantor shall not preclude the County Permitted Uses through activities that cause substantial interference to the County Permitted Uses. Grantor shall repair and restore any disturbance to the Trail Improvements caused by Grantor and will, other than as expressly set forth herein, keep the Easement Property open and free from any obstruction or at-grade encroachments at all times.

**7. Runs With the Land.** The Easement is a covenant that runs with the land. All grants, covenants and conditions of these easements shall inure to the benefit of and be binding upon the successors in interest to the County and Grantor.

**8. Remedies.** In the event of any violation by County of any of the terms, covenants and conditions of this Easement, including without limitation, the obligation of the County to maintain and repair the Trail pursuant to the terms of this Easement, Grantor shall have all rights and remedies available under law or in equity including but not limited to the right to enforce County's obligations under the Easement by specific performance and/or injunctive relief.

**9. Indemnity.** To the extent permitted by law, County shall indemnify, defend and hold harmless Grantor for, from and against any and all present or future claims, demands, damages and causes of action in law or equity caused by the negligent or intentionally wrongful acts of County, its officers, contractors, agents, employees and/or volunteers in connection with the use of this Easement.

**10. Dedication of Easement Property.** Notwithstanding anything contained in this Easement to the contrary, Grantor hereby reserves the right for itself and its successors and assigns to the Easement Property or any portion thereof to dedicate fee simple title to the Easement Property or such portion of the Easement Property as may then be owned by Grantor or its successor-in-interest, to the County, whereupon the County shall accept such dedication and the Easement shall merge with the fee title to the Easement Property in the name of the County.

THIS EASEMENT is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR:**  
**FARMERS INVESTMENT CO.,**  
**an Arizona Corporation**

Richard S. Walden, President

\_\_\_\_\_ Date

STATE OF ARIZONA )

) ss

COUNTY OF Pima )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

by Richard S. Walden.

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

My Commission Expires:

**GRANTEE:**

PIMA COUNTY, a political subdivision of the State of Arizona

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Sharon Bronson, Chair, Board of Supervisors

Date

**ATTEST:**

---

Robin Brigode, Clerk of Board

Date

**APPROVED AS TO CONTENT:**

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

Date

**APPROVED AS TO FORM:**

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Tobin Rosen, Deputy County Attorney,  
Civil Division

Date

---

When recorded, return to:

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

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**NON-EXCLUSIVE, NON-MOTORIZED RECREATIONAL TRAIL EASEMENT  
(Juan Bautista de Anza National Historic Trail)**

Exempt—No Affidavit Necessary—A.R.S. Section 11-1134(A)(3).

**1. Easement to County.** FARMERS INVESTMENT CO., an Arizona corporation (“Grantor”), does hereby grant to PIMA COUNTY, a political subdivision of the State of Arizona, (“County”), a perpetual non-exclusive, non-motorized recreational trail easement (the “Easement”) over and across the real property legally described on the attached **Exhibit A** (the “Easement Property”), for the following uses (the “County Permitted Uses”):

- 1.1. ingress and egress for non-motorized, recreational public trail purposes;
- 1.2. the preservation of natural open space purposes within the Easement Property;
- 1.3. the erection of signs as compatible with conservation and trail purposes;
- 1.4. the alteration of the grade and gradient of the Easement Property, including the dislocation and removal of soil and other materials, or the addition of fill materials as may be required in connection with the County's construction and maintenance of trail improvements within the Easement Property, so long as the alterations do not impede storm water flows or affect the grading of the Grantor's property adjacent to the Easement Property; and
- 1.5. the installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related to the trail improvements.

Exclusive use of the Easement is not hereby granted, and Grantor hereby expressly reserves the right to use the Easement Property for other uses which do not unreasonably interfere with the County Permitted Uses, including without limitation, the maintenance, repair and replacement of roads, underground irrigation lines and other utility lines and conduits serving Grantor's property.

**2. Access to Property.** County and/or the general public may enter on the Easement Property at all reasonable times consistent with the County Permitted Uses; provided, however, that the access to and use of the Easement Property by the general public shall be limited to the County Permitted Uses described in **Section 1.1** above and for no other purpose. In no event shall any person use the Easement Property for camping, overnight accommodations or any other purpose inconsistent with trail use. It is the intention of the Grantor and the County that all members of the general public using the Easement shall be deemed to be "recreational users" pursuant to the terms and conditions of A.R.S. § 33-1551(C)(5) and that no person shall have any greater rights to the Easement or the Easement Property other than as set forth in A.R.S. § 33-1551(C)(5), subject to the express limitations and conditions of this Easement. Notwithstanding anything to the foregoing or elsewhere in this Easement to the contrary, the Easement and the Easement Property may, following consultations with and agreement by County, be periodically closed to the public by Grantor in connection with any future development of the Grantor's Property (including the Easement Property), unless an emergency requires temporary closure. In the event of temporary closure Grantor shall place visible signs and markers indicating to the public that the Trail is temporarily closed, and shall make every effort to provide a temporary detour for trail users. In the event of such periodic closure of the Easement Property by Grantor, Grantor shall use its best efforts to minimize both the temporal duration and the physical extent of such closure.

**3. Maintenance of Trail Improvements.** The County hereby acknowledges and agrees that, at all times during the term of this Easement, the County shall maintain and repair the following trail improvements which have been constructed by the County within the Easement Property (the "Trail Improvements") at the sole cost and expense of the County:

- 3.1. Maintain all signage in the locations originally agreed to by Grantor and County, as well as any fencing which may have been installed by the County at the request of Grantor in order to minimize trespassing on Grantor's property by recreational users;
- 3.2. Maintain and repair the Easement Property in a good and safe condition such that it remains free of obstacles or other conditions which may pose a danger to recreational users of the Easement, the Easement Property or Grantor's property;
- 3.3. Maintain all "Stop" signs, in both English and Spanish, at any locations where the Easement Property crosses any roads serving the Grantor's property; and
- 3.4. Maintain not less than four (4) "No Trespassing" signs, in both English and Spanish, which have been installed in locations mutually agreed to by the County and Grantor warning recreational users of the Easement Property to stay within the marked trail and not to trespass on Grantor's property.

**4. Relocation of Easement.** Notwithstanding anything contained in this Easement to the contrary, Grantor hereby expressly reserves the right, for itself and its successors and assigns, to relocate the Easement granted hereby in the event that any such relocation may be necessary in order to permit the ongoing farming operations of the Grantor on Grantor's property or in connection with the future development of Grantor's property; provided, however, that (a) any such relocation of the Easement shall not result in a material change in the general course of the Easement from south to north through the Grantor's property, (b) the relocated Easement shall be of a minimum width of at least sixty feet (60'), and (c) Grantor and the County shall cause to be executed and recorded an amendment or modification to this Easement evidencing the relocated Easement which shall include a legal description of the relocated Easement Property. In the event any such relocation of the Easement is required by Grantor in order to permit ongoing farming operations within Grantor's property, the County shall be responsible for all costs and expenses in connection with the preparation and recordation of an amendment to this Easement and the construction and installation of new Trail Improvements therein consistent with the Trail Improvements described in **Section 3** above. In the event of any relocation of the Easement required by Grantor or Grantor's successor(s) in interest in connection with the future development of Grantor's Property, the County and Grantor or Grantor's successor(s) in interest shall equally share in the costs and expenses of the preparation and recordation of the amendment to this Easement and the construction of new Trail Improvements therein consistent with the Trail Improvements described in **Section 3** above.

**5. Regulation of Easement Property.** County shall have the right to establish and enforce rules and regulations concerning use of the Easement Property consistent with the terms of this Easement and the provisions of A.R.S. § 33-1551.

**6. Use of Easement Property by Grantor.** Grantor may use the Easement Property for any purpose associated with existing and historical agricultural activities, as well as any use permitted by the zoning applicable to the Easement Property, which may change from time to time. The use of the Easement Property by Grantor shall not preclude the County Permitted Uses through activities that cause substantial interference to the County Permitted Uses. Grantor shall repair and restore any disturbance to the Trail Improvements caused by Grantor and will, other than as expressly set forth herein, keep the Easement Property open and free from any obstruction or at-grade encroachments at all times.

**7. Runs With the Land.** The Easement is a covenant that runs with the land. All grants, covenants and conditions of these easements shall inure to the benefit of and be binding upon the successors in interest to the County and Grantor.

**8. Remedies.** In the event of any violation by County of any of the terms, covenants and conditions of this Easement, including without limitation, the obligation of the County to maintain and repair the Trail pursuant to the terms of this Easement, Grantor shall have all rights and remedies available under law or in equity including but not limited to the right to enforce County's obligations under the Easement by specific performance and/or injunctive relief.

**9. Indemnity.** To the extent permitted by law, County shall indemnify, defend and hold harmless Grantor for, from and against any and all present or future claims, demands, damages and causes of action in law or equity caused by the negligent or intentionally wrongful acts of County, its officers, contractors, agents, employees and/or volunteers in connection with the use of this Easement.

**10. Dedication of Easement Property.** Notwithstanding anything contained in this Easement to the contrary, Grantor hereby reserves the right for itself and its successors and assigns to the Easement Property or any portion thereof to dedicate fee simple title to the Easement Property or such portion of the Easement Property as may then be owned by Grantor or its successor-in-interest, to the County, whereupon the County shall accept such dedication and the Easement shall merge with the fee title to the Easement Property in the name of the County.

THIS EASEMENT is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR:**

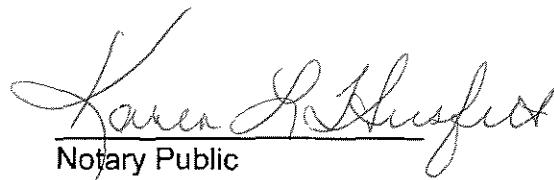
**FARMERS INVESTMENT CO.,  
an Arizona Corporation**

  
Richard S. Walden, President

1/5/2015  
Date

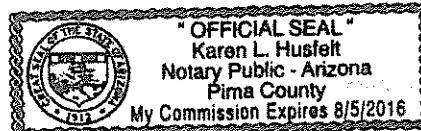
STATE OF ARIZONA )  
                         ) ss  
COUNTY OF Pima    )

This instrument was acknowledged before me this 5th day of January, 2014 *2015* *hch*  
by Richard S. Walden.

  
Karen L. Husfelt  
Notary Public

My Commission Expires:

08/05/2016



**GRANTEE:**

PIMA COUNTY, a political subdivision of the State of Arizona

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Sharon Bronson, Chair, Board of Supervisors

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Date

**ATTEST:**

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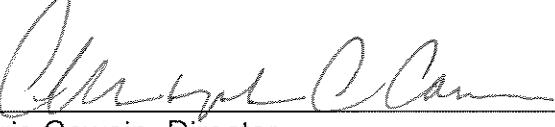
Robin Brigode, Clerk of Board

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Date

**APPROVED AS TO CONTENT:**

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

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11/5/15

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Date

**APPROVED AS TO FORM:**

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Tobin Rosen, Deputy County Attorney,  
Civil Division

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11/5/15

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Date

10 December 2014

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of the San Ignacio De La Canoa Land Grant, Township 18 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as a 60.00 foot wide strip lying 30.00 feet on each side of the following described centerline:

**COMMENCING** at the centerline intersection of Abrego Drive and Continental Road, as shown on the subdivision plat for Green Valley Desert Meadows Townhouses, Lots 1 through 81, recorded in Book 27 of Maps and Plats at Page 91 in the County Recorder's Office, Pima County, Arizona;

**THENCE** along the centerline of said Continental Road North  $83^{\circ} 58' 58''$  East, basis of bearings, a distance of 442.91 feet to the beginning of a tangent curve, concave to the north, having a radius of 1600.00 feet, and a central angle of  $03^{\circ} 57' 45''$ ;

**THENCE** along the arc of said curve to the left, a distance of 110.65 feet;

**THENCE** North  $09^{\circ} 59' 01''$  West, a distance of 75.00 feet to the north right-of-way of said Continental Road and the **POINT OF BEGINNING**;

**THENCE** North  $26^{\circ} 25' 23''$  East, a distance of 170.06 feet;

**THENCE** North  $07^{\circ} 04' 21''$  East, a distance of 594.95 feet;

**THENCE** South  $84^{\circ} 29' 24''$  West, a distance of 32.78 feet to the west line of Green Valley Desert Meadows No. 1, Lots 1 thru 198, recorded in Book 22 of Maps and Plats at Page 65 in the County Recorder's Office, and the **POINT OF TERMINUS**.

The sidelines of said centerline to be lengthened or shortened to intersect on the north with the east line of Green Valley Desert Meadows No. 1, Lots 1 Thru 198, recorded in Book 22 of Maps and Plats at Page 65, and on the south with the north right-of-way line of Continental Road.

The west line of said 60.00 foot wide strip is to be coincident with the east line of that parcel described in Docket 10884 at Page 668.



Expires 31 March 2015

DEPICTION OF EXHIBIT "A"  
POINT OF TERMINUS

GREEN VALLEY DESERT MEADOWS NO.1

Line Table		
Line #	Length	Direction
L1	442.91'	N83° 58' 58"E
L2	75.00'	N9° 59' 01"W
L3	170.06'	N26° 25' 23"E
L4	594.95'	N7° 04' 21"E
L5	32.78'	S84° 29' 24"W

ABREGO DRIVE

DRAINAGE PARCEL

CONTINENTAL ROAD

POINT OF COMMENCEMENT

DRAINAGE PARCEL

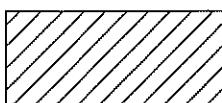
L3

C1

POINT OF BEGINNING

FARMERS  
INVESTMENT CO.  
APN 304-18-097B

Curve Table			
Curve #	Length	Radius	Delta
C1	110.65	1600.00	3°57'45"



= EASEMENT AREA 1.098 ACRES



PIMA COUNTY SURVEY

A PORTION OF THE SAN IGNACIO DE LA CANOA LAND GRANT,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA