



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

Award  Contract  Grant

Requested Board Meeting Date: June 19, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Landmark Title Assurance Agency of Arizona, LLC, as Trustee under Trust 7916-T. ("Donor")

**\*Project Title/Description:**

Agreement to Donate Real Property for the Anza Trail. Acq-0197. Supervisor District No. 4.

**\*Purpose:**

Donor, acting on instructions of its Trust beneficiary, Robson Ranch Quail Creek LLC, a Delaware Limited Liability Company, will donate an approximately 50' strip of land (the "Donation Property") running generally from south to north along the west bank of the Santa Cruz River through tax parcels numbered 304-14-002A and -002B, totalling approximately 4.26 acres and located in the Town of Sahuarita, Arizona ("Town"). The Town's Mayor and Council approved and executed an Intergovernmental Agreement ("IGA") on May 29, 2018, for the management of the Donation Property as required by ARS Section 11-251.19(A). The IGA is presented to this Board for approval and signature contemporaneously with this Donation Agreement and approval of the IGA is a prerequisite for County's acceptance of the subject donation.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

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

Public Access to the Anza Trail, increasing outdoor recreational opportunities for the Pima County public in the area of Green Valley and Sahuarita.

**\*Public Benefit:**

County will have added a significant length of trail to the Juan Bautista De Anza National Historic Trail by donation.

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

County's share of Closing Costs, including title insurance premium to insure title in the amount of \$50,000.00 will not exceed \$2,000.00.

**\*Retroactive:**

No.

JUN 20 10 40 AM 2018  
M/W

To: COB - 6-8-18  
Ver. - 1  
Ogs - 19  
(1) Addendum

**Contract / Award Information**

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18\*0422

Effective Date: 6/19/2018 Termination Date: 7/11/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \$2,000.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: GO Bond Projects

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

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

\*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:  6/15/2018

Deputy County Administrator Signature/Date:  6/19/18

County Administrator Signature/Date: \_\_\_\_\_

*(Required for Board Agenda/Addendum Items)*



# 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 *MDS*  
Real Property Services

**Subject:** Intergovernmental Agreement with Town of Sahuarita *AND* Purchase Agreement with Willock Trust **Date:** May 31, 2018

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Mr. Huckelberry—

Under recently enacted Arizona law (ARS §11-251.19(A)), in order for the County to acquire land for open space purposes within the jurisdiction of an incorporated City or Town, it is necessary to enter into an IGA with that City or Town. County wishes to acquire land, by donation, from Landmark Title Assurance Agency of Arizona, LLC (“Landmark”) for purposes of adding an important segment of the Anza Trail in the Town of Sahuarita (“TOS”). The Donation Agreement with Landmark and the IGA with TOS need to go to the Board of Supervisors together, as acceptance of the donation is expressly contingent upon approval of the IGA.

We request that these items be placed on the Addendum for the June 19, 2018, Pima County Board of Supervisors hearing. The IGA was not executed until May 29 by TOS Mayor and Council. County staff did not receive the IGA, as executed by TOS, until May 30, 2018. Thank you.

APPROVED:

*C. Huckelberry* 5/31/18

C.H. Huckelberry, County Administrator

CONCUR:

*C. DeBonis*

C. DeBonis, Deputy County Administrator

Cc: Carmine DeBonis, Deputy County Administrator, Public Works  
Linda Mayo, Director, Sustainability and Conservation

5/21/18

JUN 05 10:01 AM '18 PC CLK/DFP  
*CMW*

<p><b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Accept Donation of Land for Non-Exclusive Non-Motorized Multi-Use Trail for Juan Bautista De Anza Trail Project Consisting of Approximately 4.26 Acres</b></p> <p><b>DONOR: ROBSON RANCH QUAIL CREEK, LLC, a Delaware limited liability company</b></p> <p><b>AMOUNT: Not to Exceed \$2,000.00</b></p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>CT-PW-18-422</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></td> <td>_____</td> </tr> <tr> <td colspan="2"> <p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p> </td> </tr> </table>	<b>CONTRACT</b>		<b>NO.</b>	<u>CT-PW-18-422</u>	<b>AMENDMENT NO.</b>	_____	<p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>	
<b>CONTRACT</b>									
<b>NO.</b>	<u>CT-PW-18-422</u>								
<b>AMENDMENT NO.</b>	_____								
<p>This number must appear on all invoices, correspondence and documents pertaining to this contract.</p>									

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

1. **Parties.** This agreement ("**Agreement**") is entered into by and between ROBSON RANCH QUAIL CREEK, LLC, a Delaware limited liability company ("**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**" or each a "**Party**."

2. **Background & Purpose.**

2.1. Landmark Title Assurance Agency of Arizona, LLC, an Arizona Limited Liability Company, as Trustee under Trust No. 7916-T (as successor to Lawyers Title of Arizona, Inc., an Arizona corporation) ("**Trustee**") acting upon instruction from its Trust beneficiary is the trustee and Donor is the sole beneficiary under the Trust Agreement for Trust 7916-T, which owns certain real property consisting of approximately 4.26 acres legally described on **Exhibit A** attached hereto and made a part hereof, in Green Valley, Pima County, Arizona, (the "**Property**").

2.2. The County desires to acquire the Property for purposes of construction and maintenance of the Juan Bautista De Anza National Historic Trail, a non-motorized recreational trail.

2.3. Donor has agreed to convey the Property to the County by donation, and

the County desires to accept the donation of the Property from Donor, subject to the express terms and conditions as set forth herein.

3. **Donation.**

3.1. 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.

3.2. As an inducement to Donor to donate the Property and enter into this Agreement, the County hereby represents and warrants to (as of the date hereof and the date of the Closing (as defined in Section 5.1 below)) and agrees with Donor as follows: (a) the County has the authority to acquire and own the Property and to operate and maintain a non-motorized recreational trail thereon; (b) this Agreement and all documents executed by the County which are to be delivered to Donor at the Closing are or at the time of Closing will be duly authorized, executed and delivered by the County; (c) the County is acquiring the Property based on its own investigation, study and evaluation of the Property and of the suitability of the Property for the County's purposes; (d) the County is acquiring the Property in its "As Is" condition, with all faults, and without any express or implied representations or warranties from Donor or Trustee (as defined below in Section 3.3) or their affiliates; and (e) from and after the Closing, the County shall indemnify, defend and hold harmless Donor, Trustee and their respective affiliates, and their officers, directors, owners, employees, agents, successors and assigns from and against any and all claims, demands, liabilities, costs and expenses, including but not limited to court costs and attorneys' fees, suffered or incurred by any of them following the Closing in connection with the real property including without limitation the condition of the Property, including those arising out of the negligence of any party to be indemnified hereunder, except to the extent caused by a breach of this Agreement by Donor.

3.3. Legal title to the Property is held by Trustee, as Trustee under its Trust No. 7916-T. Donor, as beneficiary of the Trust, shall cause the Trustee to convey the Property to the County pursuant to the Special Warranty Deed and Reservation/Grant of Easement in the form attached hereto as Exhibit B (the "**Deed**"), which is incorporated herein by this reference. The transfer of the Property shall be subject to the restrictions and easements set forth in the Deed.

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

5. **Closing.**

5.1. The donation contemplated by this Agreement shall be consummated and the Deed shall be recorded (the "**Closing**") within Fifteen (15) business days of the Effective Date (as defined in Section 13 below). Except as otherwise expressly provided in this Agreement, in the event of any default in this Agreement by either of the parties hereto prior to the close of escrow, the other party, as its sole remedy, shall have the right to terminate this Agreement by written notice to the defaulting party. At or prior to the Closing, each of the parties shall execute and deliver such documents and perform such acts as are provided for herein, or as are necessary, to consummate the transaction contemplated hereunder. All obligations of the parties to be performed at or prior to Closing are conditions precedent to the Closing as well as covenants. Each party hereto represents and warrants to the other that it has not employed any broker or finder in connection with the transaction contemplated by this Agreement. Each party shall defend and hold the other harmless from all liability and expense including, without limitation, reasonable attorneys' fees, arising from any claim by any broker, agent or finder for commissions, finder's fees or similar charges, because of any act of such party. Notwithstanding any provision herein to the contrary, the obligations of the parties pursuant to this Section shall survive the Closing and any termination hereof.

5.2. The County shall pay all closing costs, if any, including but not limited to title insurance premium for any title insurance, if any, desired by the County, escrow fees, and recording fees. Real property taxes on the Property shall be prorated as of the Closing Date based on the most recent tax information available. The proration of taxes shall be for the proportion of taxes assessed against Donor's entire parcel, which are attributable to the Property. The closing costs are expected to be as follows:

\$ <u>    -0-    </u>	Acquisition Amount
\$ <u>  2,000.00  </u>	Estimated County Closing Costs
\$ <u>  2,000.00  </u>	<b>TOTAL ESTIMATED ACQUISITION AMOUNT</b>

6. **Notices.** All notices or other communications to be given by either Party shall be in writing and shall be hand-delivered, delivered by courier, or sent via facsimile transmission or by United States first class (or registered or certified) mail, postage prepaid, and shall be effective when hand-delivered or delivered by courier or facsimile transmission, or when deposited in the mail as provided above and addressed, to the Parties at their addresses as set forth below:

Robson Ranch Quail Creek, LLC  
9532 East Riggs Road  
Real Property Services  
Sun Lakes, AZ 85248-7411  
Attn: Pamela H. Gulsvig  
Phone No. (480) 895-4237  
Fax No. (480) 895-4347

Pima County  
Neil Konigsberg, Manager  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone No. 520-724-6582  
Fax No. 520-724-6763

7. **Counterparts.** This Agreement may be executed by the signing in counterparts. The execution by each Party signing a counterpart of this Agreement shall constitute a valid execution, and this Agreement and all of its counterparts so executed shall be deemed for all purposes to be a single agreement.
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. **Complete Agreement.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned herein. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No provision of this Agreement may be amended or added to except in writing signed by the Parties or their respective successors in interest.
11. **Further Documents.** The Parties shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the Closing, to carry out the matters contemplated by this Agreement.
12. **Date of Performance.** If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 p.m. (Phoenix time) on the day of performance.
13. **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:** ROBSON RANCH QUAIL CREEK, LLC, a Delaware limited liability company  
By: Arlington Property Management Company, an Arizona corporation,  
Its Manager

Steve Soriano 5-29-18  
Authorized Signatory Date

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

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

ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of Board Date

APPROVED AS TO CONTENT:

Chris Cawein 5/29/18  
Chris Cawein, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:

Kell Olson  
Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBERS: A portion of 304-14-002A and -002B





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

All that portion of Parcel 6 as described in Docket 13731 at Page 2233 recorded in the Office of the County Recorder, Pima County, Arizona being within Section 1, Township 18 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as being a 50 foot strip of land 25 feet on each side of the following described centerline:

**COMMENCING** at the Northwest corner of said Section 1, a 1 ½" lead capped pipe, to which the North One Quarter corner of said Section 1, a ½" rebar tagged "RLS19316", bears South 89°00'57" East a distance of 2643.08 feet;

**THENCE** along the North line of said Section 1, South 89°00'57" East a distance of 925.36 feet to the **POINT OF BEGINNING** of said centerline;

**THENCE** South 38°54'58" West a distance of 56.76 feet;

**THENCE** South 55°19'52" West a distance of 83.35 feet to the beginning of a tangent curve, concave to the east, having a radius of 40.00 feet and a central angle of 85°28'15";

**THENCE** along the arc of said curve to the left a distance of 59.67 feet to the beginning of a compound curve, concave to the west, having a radius of 345.00 feet and a central angle of 37°15'59";

**THENCE** along the arc of said curve to the right a distance of 224.39 feet to a point of tangency;

**THENCE** South 07°07'35" West a distance of 77.60 feet to the beginning of a tangent curve, concave to the east, having a radius of 150.00 feet and a central angle of 25°03'27";

**THENCE** along the arc of said curve to the left a distance of 65.60 feet to a point of tangency;

**THENCE** South 17°55'51" East a distance of 161.16 feet to the beginning of a tangent curve, concave to the west, having a radius of 215.00 feet and a central angle of 50°49'01";

**THENCE** along the arc of said curve to the right a distance of 190.69 feet to a point of tangency;

**THENCE** South 32°53'10" West a distance of 130.97 feet to a point on the north right of way line of Quail Creek Connection Road;

**THENCE** South  $60^{\circ}57'14''$  West a distance of 159.58 feet to a point on the south right of way line of Quail Creek Connection Road, and the beginning of a tangent curve, concave to the east, having a radius of 50.00 feet and a central angle of  $89^{\circ}22'53''$ ;

**THENCE** along the arc of said curve to the left a distance of 78.00 feet to a point of tangency;

**THENCE** South  $28^{\circ}25'39''$  East a distance of 49.23 feet;

**THENCE** South  $22^{\circ}46'44''$  West a distance of 64.68 feet;

**THENCE** South  $34^{\circ}50'02''$  West a distance of 115.13 feet to the beginning of a tangent curve, concave to the east, having a radius of 40.00 feet and a central angle of  $59^{\circ}10'21''$ ;

**THENCE** along the arc of said curve to the left a distance of 41.31 feet to a point of tangency;

**THENCE** South  $24^{\circ}20'19''$  East a distance of 77.58 feet;

**THENCE** South  $03^{\circ}51'41''$  East a distance of 274.44 feet;

**THENCE** South  $18^{\circ}12'09''$  East a distance of 108.48 feet;

**THENCE** South  $01^{\circ}40'36''$  East a distance of 156.10 feet;

**THENCE** South  $16^{\circ}17'55''$  West a distance of 223.17 feet;

**THENCE** South  $11^{\circ}10'22''$  West a distance of 243.65 feet;

**THENCE** South  $04^{\circ}01'48''$  West a distance of 382.38 feet;

**THENCE** South  $06^{\circ}23'52''$  East a distance of 206.67 feet to the beginning of a tangent curve, concave to the west, having a radius of 487.00 feet and a central angle of  $18^{\circ}20'02''$ ;

**THENCE** along the arc of said curve to the right a distance of 155.83 feet to a point of tangency;

**THENCE** South  $03^{\circ}48'30''$  West a distance of 235.54 feet;

**THENCE** South  $58^{\circ}00'01''$  West a distance of 79.27 feet to the beginning of a tangent curve, concave to the southeast, having a radius of 60.00 feet and a central angle of  $46^{\circ}52'26''$ ;

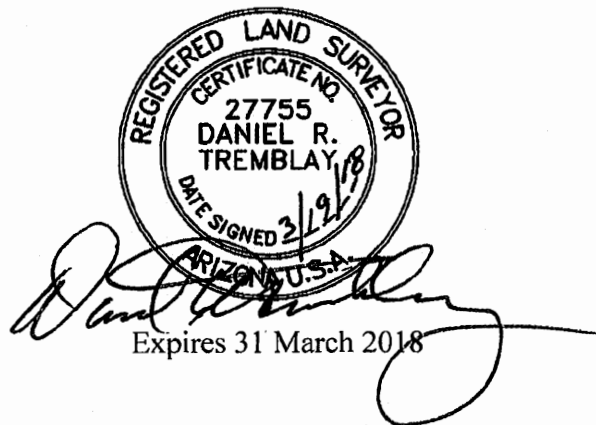
**THENCE** along the arc of said curve to the left a distance of 49.09 feet to the beginning of a compound curve, concave to the northwest, having a radius of 125.00 feet and a central angle of  $41^{\circ}50'52''$ ;

**THENCE** along the arc of said curve to the right a distance of 91.30 feet to a point of tangency;

**THENCE** South 52°58'26" West a distance of 29.58 feet to a point on the North line of the the San Ignacio De La Canoa Land Grant and the **POINT OF TERMINUS** of said centerline.

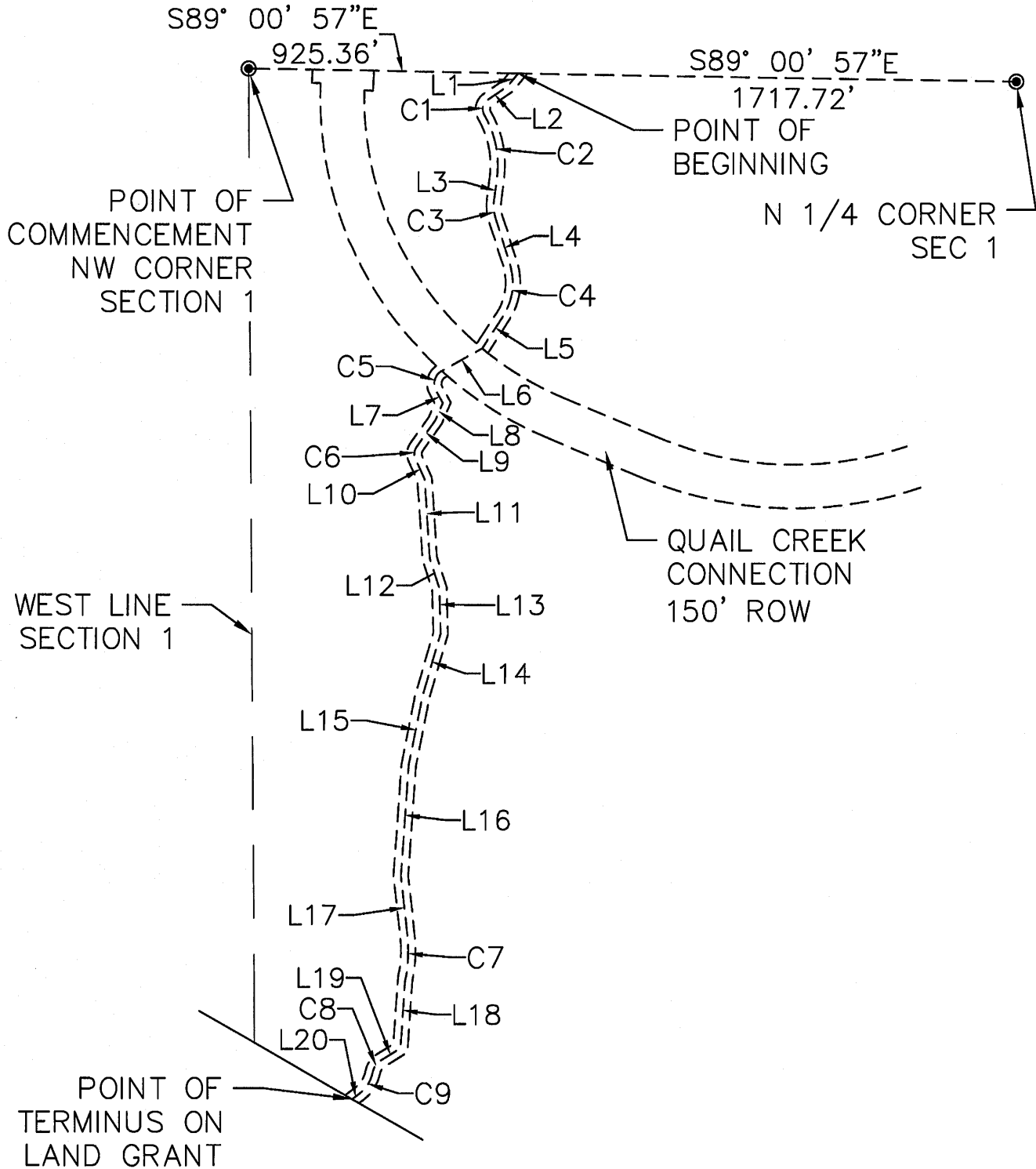
Excluding therefrom, any portion lying within the Quail Creek Connection Road right of way.

The sidelines of said strip to be lengthened or shortened to intersect on the north with the North line of said Section 1, and on the south with the North line of said San Ignacio De La Canoa Land Grant and the north and south right of way lines of Quail Creek Connection Road.



Expires 31 March 2018

# DEPICTION OF EXHIBIT "A"



## PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
 TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 MARCH 2018

Drawn By: AJI

Sheet 4 of 6

# DEPICTION OF EXHIBIT "A"

Curve Table			
Curve #	Length	Radius	Delta
C1	59.67	40.00	85°28'15"
C2	224.39	345.00	37°15'59"
C3	65.60	150.00	25°03'27"
C4	190.69	215.00	50°49'01"
C5	78.00	50.00	89°22'53"
C6	41.31	40.00	59°10'21"
C7	155.83	487.00	18°20'02"
C8	49.09	60.00	46°52'26"
C9	91.30	125.00	41°50'52"

N



## PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 MARCH 2018

Drawn By: AJI

Sheet 5 of 6

## DEPICTION OF EXHIBIT "A"

Line Table		
Line #	Length	Direction
L1	56.76'	S38° 54' 58"W
L2	83.35'	S55° 19' 52"W
L3	77.60'	S7° 07' 35"W
L4	161.16'	S17° 55' 51"E
L5	130.97'	S32° 53' 10"W
L6	159.58'	S60° 57' 14"W
L7	49.23'	S28° 25' 39"E
L8	64.68'	S22° 46' 44"W
L9	115.13'	S34° 50' 02"W
L10	77.58'	S24° 20' 19"E

Line Table		
Line #	Length	Direction
L11	274.44'	S3° 51' 41"E
L12	108.48'	S18° 12' 09"E
L13	156.10'	S1° 40' 36"E
L14	223.17'	S16° 17' 55"W
L15	243.65'	S11° 10' 22"W
L16	382.38'	S4° 01' 48"W
L17	206.67'	S6° 23' 52"E
L18	235.54'	S3° 48' 30"W
L19	79.27'	S58° 00' 01"W
L20	29.58'	S52° 58' 26"W

N



### PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 March 2018

Drawn By: AJI

Sheet 6 of 6

## DEPICTION OF EXHIBIT "A"

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L1	56.76'	S38° 54' 58"W
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L5	130.97'	S32° 53' 10"W
L6	159.58'	S60° 57' 14"W
L7	49.23'	S28° 25' 39"E
L8	64.68'	S22° 46' 44"W
L9	115.13'	S34° 50' 02"W
L10	77.58'	S24° 20' 19"E

Line Table		
Line #	Length	Direction
L11	274.44'	S3° 51' 41"E
L12	108.48'	S18° 12' 09"E
L13	156.10'	S1° 40' 36"E
L14	223.17'	S16° 17' 55"W
L15	243.65'	S11° 10' 22"W
L16	382.38'	S4° 01' 48"W
L17	206.67'	S6° 23' 52"E
L18	235.54'	S3° 48' 30"W
L19	79.27'	S58° 00' 01"W
L20	29.58'	S52° 58' 26"W



### PIMA COUNTY SURVEY

A PORTION OF SECTION 1,  
TOWNSHIP 18 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 500'

Date: 16 March 2018

Drawn By: AJJ

Sheet 6 of 6

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

**SPECIAL WARRANTY DEED AND DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS**

For valuable consideration, Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company (as successor to LAWYERS TITLE OF ARIZONA, INC., an Arizona corporation), as Trustee under its Trust No. 7916-T and not personally ("Grantor"), acting upon instruction from its trust beneficiary ROBSON RANCH QUAIL CREEK, LLC, a Delaware limited liability company ("RRQC"), does hereby convey to Pima County, a political subdivision of the State of Arizona (the "County"), that certain real property situated in Pima County, Arizona, the legal description of which is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference (the "Property"), SUBJECT TO all covenants, conditions, easements and other matters of record and to all matters that would be disclosed by an inspection or an accurate ALTA survey of the Property, and FURTHER SUBJECT TO the following deed restrictions:

Except as otherwise agreed by RRQC in writing in its sole discretion, the Property shall be used only for the following (the "Permitted Uses"): (i) non-motorized, recreational public trail purposes as part of the Juan Bautista de Anza National Historic Trail; (ii) the preservation of natural open space purposes within the Property; (iii) the erection of signs as compatible with conservation and trail purposes; (iv) the alteration of the grade and gradient of the Property, including the dislocation and removal of soil and other materials, or the addition of

EXEMPTION: A.R.S. § 11-1134.A.3.			Board of Supervisors Approval:			
Agent: MDS	File: Acq-0197	Activity 0712256	P <input type="checkbox"/>	De <input type="checkbox"/>	Do <input checked="" type="checkbox"/>	E <input type="checkbox"/>

**EXHIBIT B**



fill materials as may be required in connection with the County's construction and maintenance of trail improvements on the Property, so long as the alterations do not impede storm water flows or affect the grading of the Grantor's property adjacent to the Property; and (v) the installation, maintenance and replacement of any improvements, landscaping, or stabilizing systems related to the trail improvements. In no event shall any person use the Property, and in no event shall the County permit any person to use the Property, for camping, overnight accommodations or any other purpose inconsistent with trails use. The County, at the sole cost and expense of the County, shall (a) install and maintain "Stop" signs (or other signs acceptable to Grantor), in both English and Spanish, at any locations where the Property crosses any roads serving or crossing any of Grantor's property; and (b) install and 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 RRQC warning users of the Property to stay within the marked trail and not to trespass on Grantor's property.

And FURTHER SUBJECT TO the express reservation of and grant to RRQC of the right to relocate the above referenced trail in the event that RRQC develops any of the surrounding real property and determines that an alternative location for the above-referenced trail results in more developable property for RRQC's intended use at that time, as determined by RRQC. The aforementioned relocation would require that Grantor or RRQC, as the case may be, convey the real property for the new location to the County upon the same terms as set forth herein in exchange for the County reconveying the Property to Grantor or RRQC, as the case may be, at which time the restrictions set forth herein shall no longer apply to the real property so reconveyed.

And FURTHER SUBJECT TO the express grant and reservation to each of Grantor and to RRQC and to each of their respective successors, assigns, designees and grantees (each such successor, assign, designee and grantee is hereinafter referred to as an "Easement Holder") of the right and easement on, upon, over, across, through and under the Property, at such locations as are determined or approved by RRQC in its sole and absolute discretion from time to time to construct, install, relocate, reconstruct, replace, inspect, remove, repair, operate, maintain, and otherwise use (a) cables, pipes, lines, wires, systems, equipment, facilities and appurtenances for the distribution of any utility services, such as without limitation water, sewer, gas, electricity, telephone, cable TV, internet and other communications facilities; (b) vehicular and pedestrian access, including without limitation paved and unpaved roadways, sidewalks, curbing and related temporary or permanent improvements; (c) all other purposes in connection with

any of the uses specified in clauses (a) or (b) of this sentence, and (d) any other purposes that do not unreasonably interfere with the Permitted Uses. Each Easement Holder shall have the right, but not the obligation, to act, at such Easement Holder's expense, to trim, alter or remove any trees, shrubs, landscaping or improvements which may interfere with such Easement Holder's activities permitted under this easement or which actions in such Easement Holder's judgment may be necessary or appropriate for the convenient or safe exercise of the rights herein granted. Each Easement Holder shall repair and restore any disturbance to the Trail Improvements caused by such Easement Holder. The easements granted and/or reserved herein run with the Property and the covenants, agreements, representations, restrictions and conditions herein shall extend and inure in favor and to the benefit of and shall be binding upon the successors (including successors in ownership and estate) and assigns of the County, Grantor and RRQC.

RRQC shall also have the right to assign all or any portion of RRQC's rights and/or obligations granted hereunder to a homeowners association pursuant to either (i) a recorded assignment and assumption agreement, or (ii) a recorded Declaration of Covenants, Conditions, and Restrictions and pursuant to which such homeowners association assumes all or any portion of the rights and obligations of RRQC hereunder, with the exception of any rights and obligations retained by RRQC, and upon the recordation of such instrument, RRQC shall be relieved of such assumed obligations and liability relating thereto. Nothing in this Agreement is intended to or shall establish the parties to this instrument as partners, co-venturers, or principal and agent with one another. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties and their respective permitted successors and assigns, any rights or remedies hereunder. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the parties to this instrument.

Grantor warrants title as against its own acts and none other, subject to the matters set forth above. The sole beneficiary under the Trust Agreement for Trust 7916-T is RRQC, whose address is 9532 East Riggs Road, Sun Lakes, Arizona 85248.

By acceptance of this instrument, (a) the County is acquiring the Property and each portion thereof in its "AS IS, WHERE IS" condition, with all faults, and

without representation or warranty, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose or use, (b) the County represents and warrants to Grantor and RRQC that the County has inspected the Property, its physical condition, its zoning, the status of its compliance with applicable laws, rules and regulations, the suitability of the Property for the County's intended purposes, its value, environmental matters affecting the Property, the possibility of any encroachments onto or from the Property, all other conditions and circumstances that might affect the County's desire to acquire the Property and all other conditions and circumstances that might affect the marketability or use of the Property, all to the County's full satisfaction, and (c) the County accepts full responsibility and liability for the use, maintenance and repair of the Property.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

*[signatures and acknowledgments appear on the following pages]*

**EXHIBIT ONLY --- NOT FOR EXECUTION**

**GRANTOR:**

LANDMARK TITLE ASSURANCE AGENCY  
OF ARIZONA, LLC, an Arizona limited  
liability company, as Trustee under  
Trust No. 7916-T

By: \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of Lawyers Title Of Arizona, Inc., an Arizona corporation, on behalf of Lawyers Title Of Arizona, Inc., as Trustee under its Trust No. 7916-T.

My Commission Expires:

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

\_\_\_\_\_

EXHIBIT ONLY --- NOT FOR EXECUTION

**RRQC:**

ROBSON RANCH QUAIL CREEK, LLC,  
a Delaware limited liability company

By: Arlington Property Management Company,  
an Arizona corporation, its Manager

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of Arlington Property Management Company, an Arizona corporation, the Manager of Robson Ranch Quail Creek, LLC, a Delaware limited liability company, for the purposes therein contained on behalf of the limited liability company.

My Commission Expires:

\_\_\_\_\_

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

**EXHIBIT ONLY - NOT FOR EXECUTION**

