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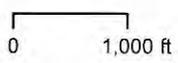
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ARIVACA RD

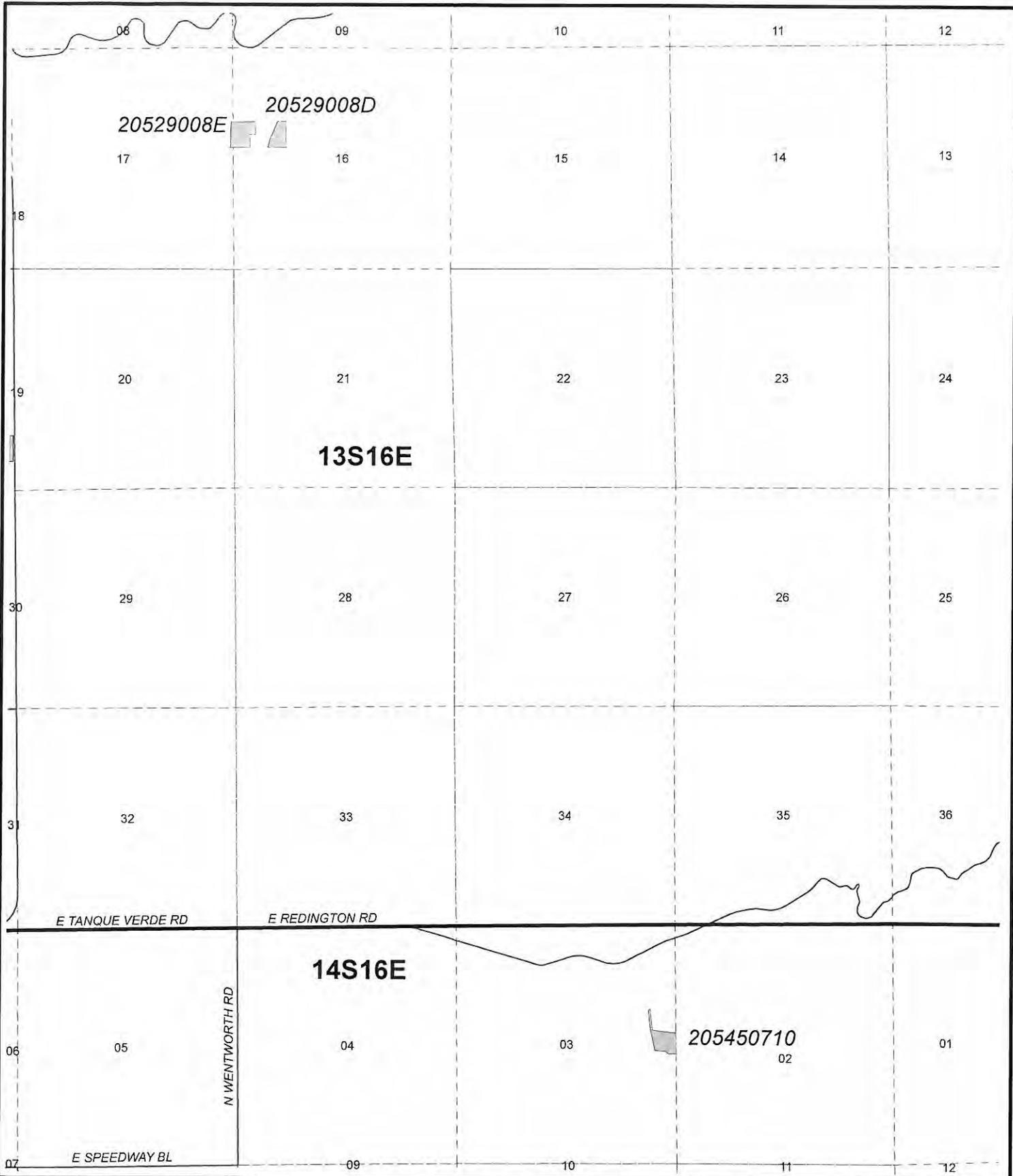
30256003N

**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

# EXHIBIT C



FLAP 1777 (20)



**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

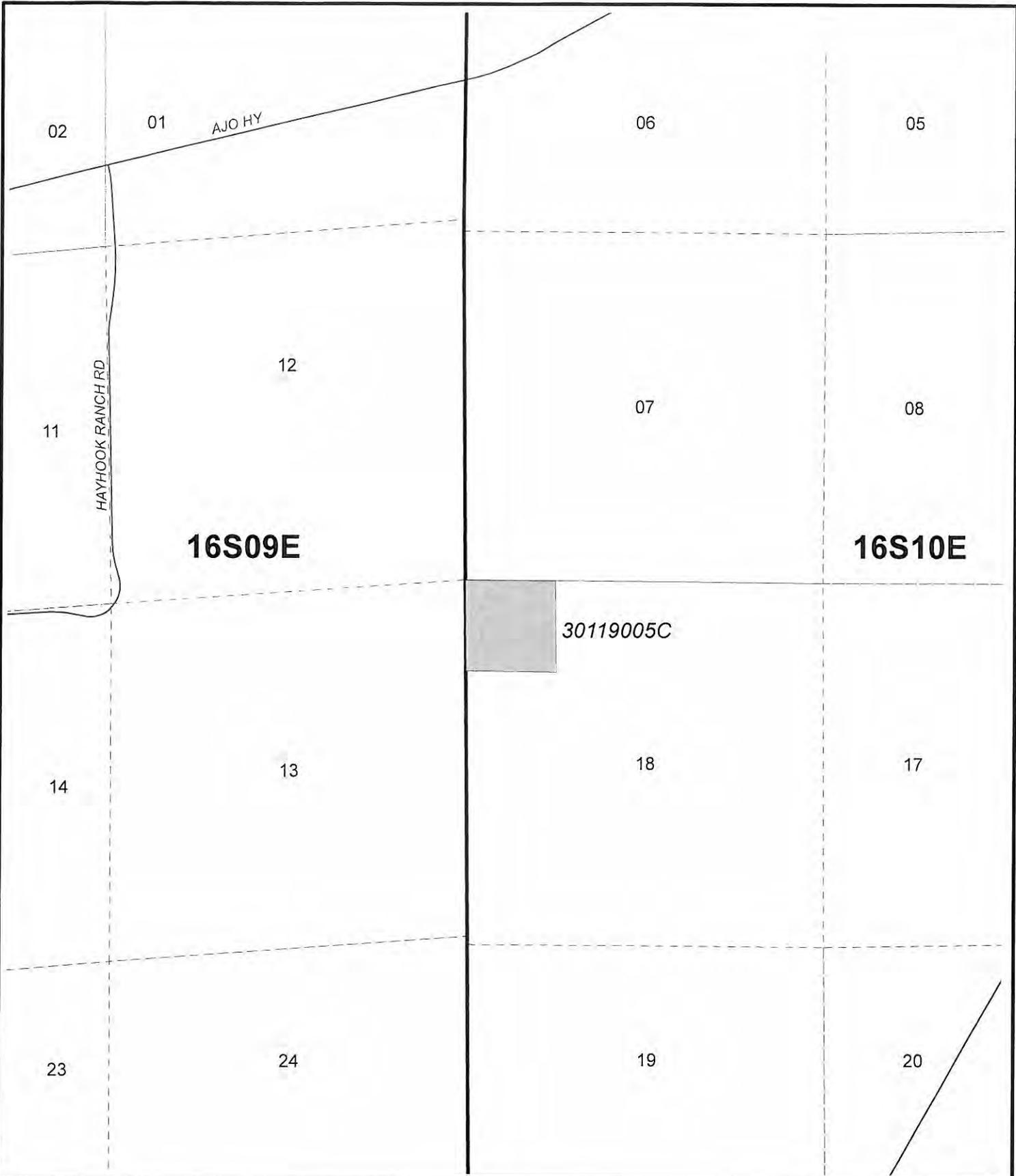
**EXHIBIT C**



0 1,500 ft

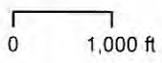


FLAP 1812 (21)  
 FLAP 271 (27)

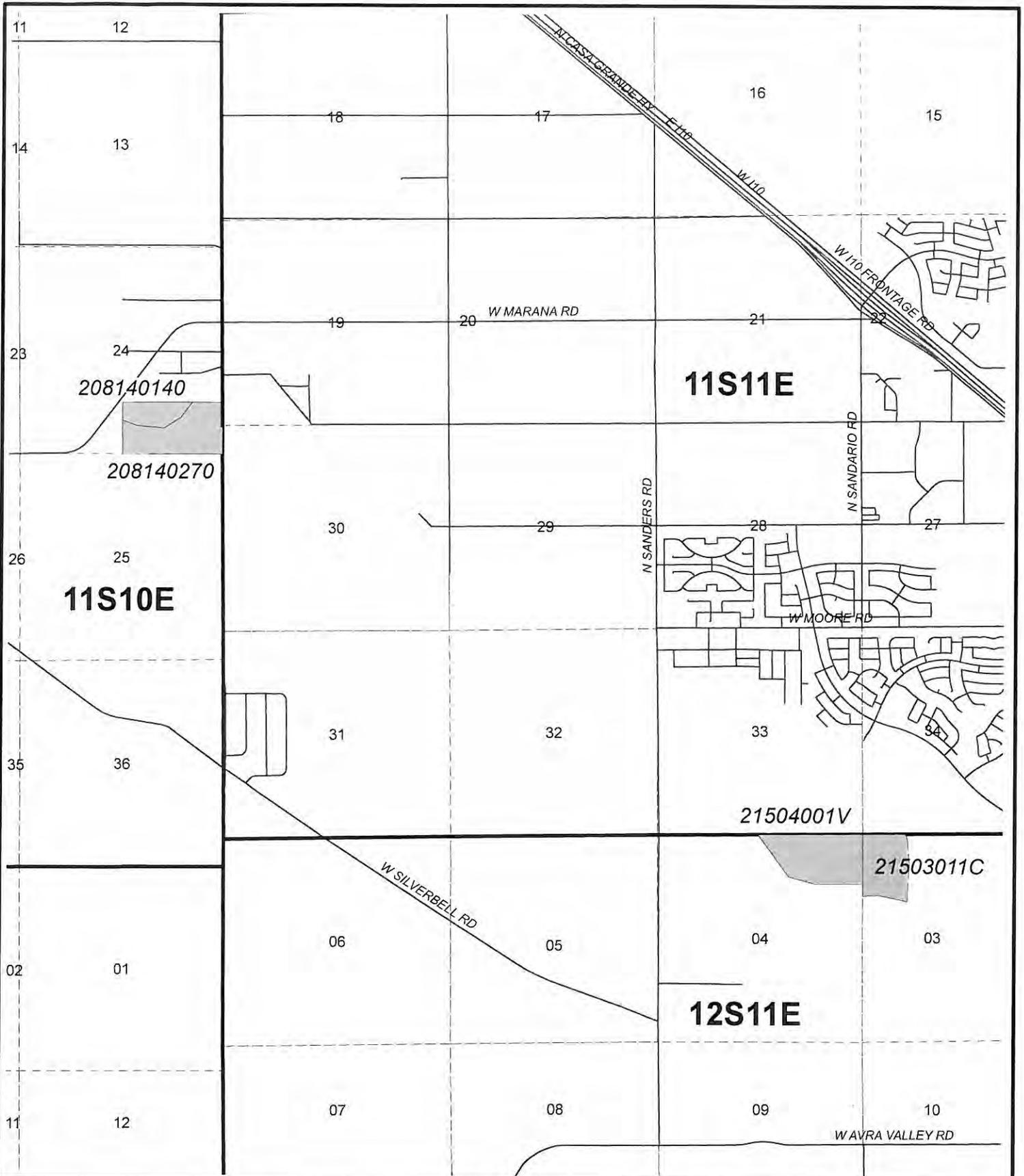


**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

**EXHIBIT C**



FLAP 2080 (22)



**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

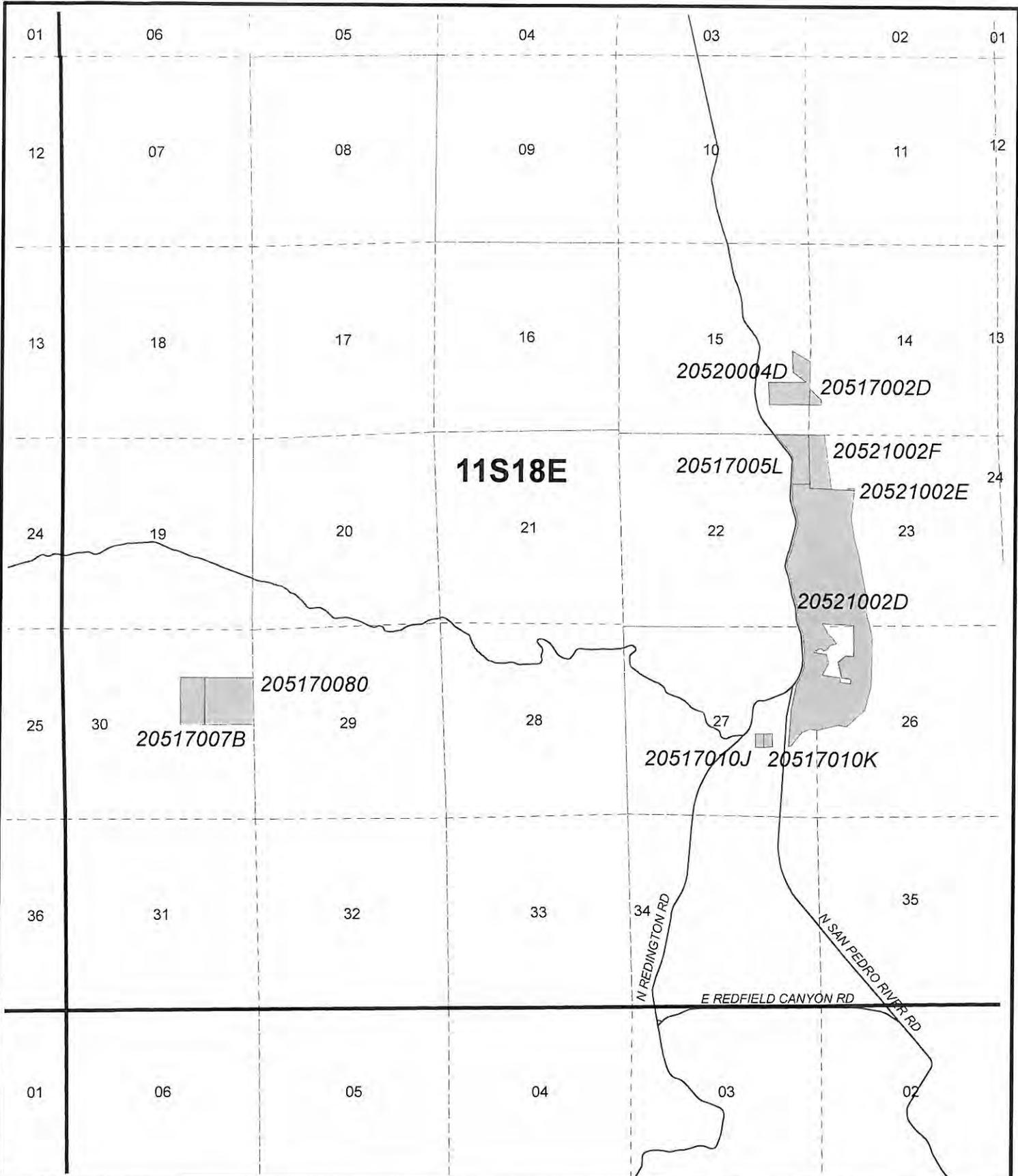
# EXHIBIT C



0 2,000 ft



Lower Santa Cruz Replenishment (30)  
 Trico-Marana Bridge (35)



**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

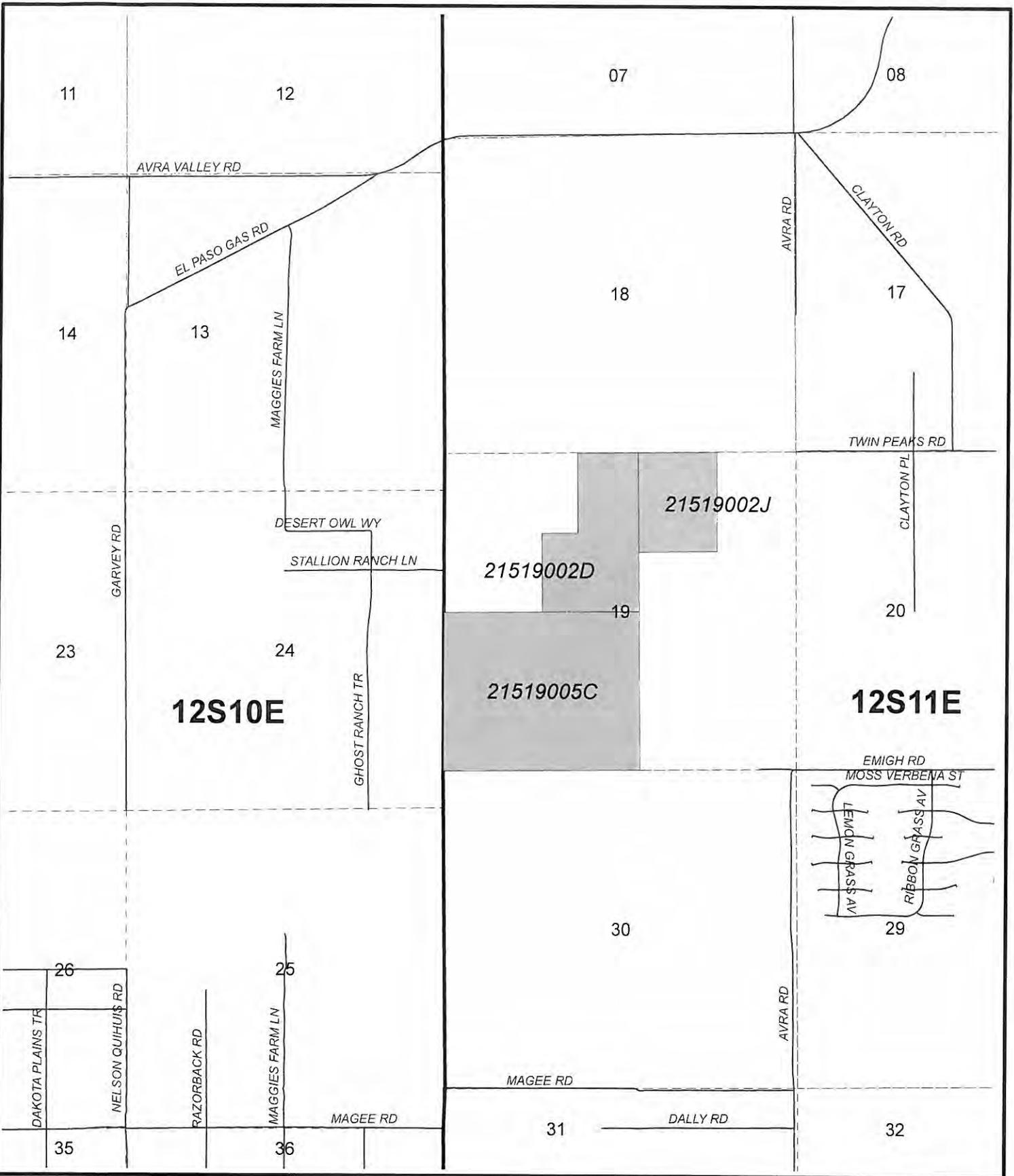
**EXHIBIT C**



0 2,000 ft

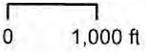


Bingham Cienega Natural Preserve (2)  
 M Diamond Ranch (31)

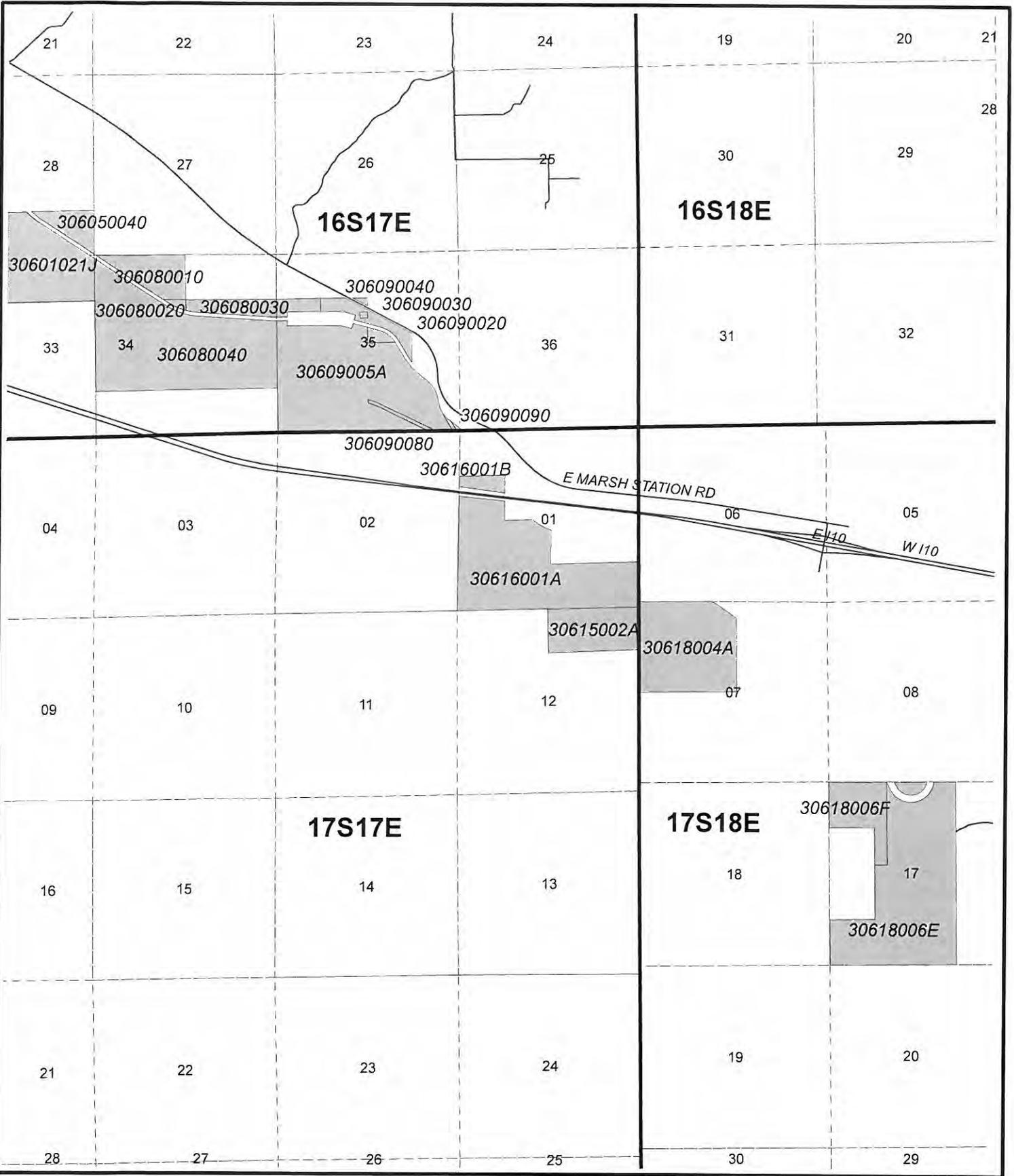


**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

**EXHIBIT C**

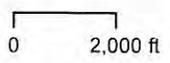




**RB Parcels (32)**



**MSCP**  
**Restrictive Covenants:**  
**FCD Owner & Grantor;**  
**Pima County Receives Covenant**

**EXHIBIT C**



Cienega Creek Natural Preserve (5)

When Recorded, Please Return to:

Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

**SITE-SPECIFIC AGREEMENT TO MASTER RESTRICTIVE COVENANT**

**1. Parties; Effective Date.** This Site-Specific Agreement ("SSA") is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**County**"), the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc. an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary) being collectively the "**Parties**"). This SSA shall be effective on day it is signed by the Parties (the "Effective Date").

**2. Incorporation of Master Agreement** This SSA incorporates all definitions, terms and conditions of that certain Master Restrictive Covenant for County MSCP Mitigation Land between the Parties, dated \_\_\_\_\_, and recorded \_\_\_\_\_, 2016, in in the records of the Pima County Recorder in Sequence No. \_\_\_\_\_ (the "**Master Covenant**").

**3. Site-Specific Property.**

3.1. The property subject to this SSA is legally described on Exhibit A to this SSA (the "**Site-Specific Property**").

3.2. The Site-Specific Property is subject to all of the terms and conditions of the Master Covenant.

**COUNTY: PIMA COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT: Regional Flood Control District**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

**BENEFICIARY: The Arizona Land and Water Trust, Inc.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

EXEMPTION: A.R.S. § 11-1134.A.3.		PCGPR Mitigation: Sec 10 [ ] ; ILF [ ] ; Sec 7 [ ] ; CLS [ ] ; Other [ ]	
Agent: MDS	File: E-0019	Activity:	P [ ] De [ ] Do [ ] E [ ]

**Master Restrictive Covenant for  
Regional Flood Control District Conservation Land**

This Master Restrictive Covenant (“**Conservation Land Master Covenant**”) is entered into by Pima County, a political subdivision of the State of Arizona (“**County**”), the Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona (“**District**”), and the Arizona Land and Water Trust, Inc., an Arizona nonprofit corporation (“**Beneficiary**”) (County, District, and Beneficiary being collectively the “**Parties**”).

**1. Background and Purpose**

1.1. The District owns the real property listed in Exhibit A (the “**Restricted Property**” or “**Restricted Properties**”), provided that the Restricted Properties shall not include the property currently subject to a Cooperative Management Agreement dated 8-17-2015 for the operation of facilities within Colossal Cave Mountain Park (the “Colossal Cave Property”). A map identifying the Restricted Property is attached hereto as Exhibit B. Individual maps of each of the Restricted Properties are attached hereto as Exhibit C. The Restricted Property contains significant undisturbed natural open space that the District wishes to preserve and protect against future use or development in a manner inconsistent with the terms of this Conservation Land Master Covenant and the purposes for which the property was originally required, except for any pre-existing uses as shown on imagery by Pictometry or Pima Association of Governments dated 2015 or 2016, whichever is more recent (the “**Pre-existing Uses**”).

1.2. The Parties intend that this Conservation Land Master Covenant assure that the Restricted Properties will be forever preserved as natural open space for the conservation of natural habitat for wildlife, flood hazard reduction and natural recharge, the protection of cultural resources, and the scenic, recreational and educational enjoyment of the general public (collectively the “**Conservation Values**”).

**2. Recording of Site Specific Restrictive Covenants**

2.1. The Parties intend that a site specific agreement (“**Site Specific Agreement**”) be recorded for each individual property listed on Exhibit A and depicted on Exhibits B and C. The Site Specific Agreement shall be in the form of Exhibit D attached hereto. The Parties intend that each Site Specific Agreement incorporate all of the terms and conditions contained in this Conservation Land Master Covenant. Each Site Specific Agreement will contain the legal description of the referenced property, and recordation of a Site Specific Agreement will subject the real property described therein to the terms of this Conservation Land Master Covenant and cause such property to be a Restricted Property.

2.2. County hereby delegates to the County Administrator or his designee the authority to sign each of the Site Specific Agreements on behalf of County. District hereby

delegates to the General Manager of the District or his designee the Authority to sign each of the Site Specific Agreements on behalf of District.

### 3. **Nature of Conservation Land Master Covenant**

3.1. This Conservation Land Master Covenant runs with each Restricted Property and binds the District and its successors and assigns.

3.2. This Conservation Land Master Covenant remains in perpetuity with respect to each Restricted Property, unless released by written consent of County, District, and Beneficiary. Any release will specify if it relates to a specific Restricted Property or to this Master Agreement and, therefore, all the Restricted Properties.

3.3. The uses of the Restricted Properties prohibited by this Conservation Land Master Covenant remain in effect notwithstanding any future annexation of all, or any portion, of a specific Restricted Property by a municipality.

3.4. This Conservation Land Master Covenant may not be amended or modified except upon written agreement of County, District, and Beneficiary.

3.5. This Conservation Land Master Covenant may be enforced by County or Beneficiary as provided in Section 9 below.

4. **The Restrictions.** Except as provided in Section 5 of this Conservation Land Master Covenant, the following uses of the Restricted Properties are prohibited (collectively the "**Restrictions**"):

4.1. Development of the Restricted Properties, including subdividing or lot splitting of a Restricted Property;

4.2. Construction or placement of new or additional buildings or structures on a Restricted Property, unless the construction supports the purposes for which the Restricted Property was originally intended including any adopted master plan, and does not degrade the Restricted Property's values as expressed in the purpose statement;

4.3. Alteration of the ground surface or natural vegetation, except as may be needed for ranch, range improvement or trail-based recreational uses;

4.4. Impoundment, diversion or alteration of any natural watercourse unless for watershed enhancements to species habitat or to maintain a Restricted Property's natural and cultural values;

4.5. Development of, or the granting of, access, rights-of-way or easements for new roads or new utilities, including telecommunications facilities, except where District has no discretion to prohibit the activity;

4.6. Filling, excavation, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Restricted Property, except where District has no discretion to prohibit the activity;

4.7. Storage, accumulation or disposal of hazardous materials, trash, garbage, solid waste or other unsightly material on the Restricted Property;

4.8. Introduction of non-native fish or amphibians or other non-native animals to or from catchments, tanks, springs or creeks. Other non-native species that might adversely affect the natural and cultural values are also prohibited except for the purposes of supporting existing ranching operations or recreational activities;

4.9. Storage and use of biocides and chemical fertilizers except for residential, public park and agricultural purposes. Aerial application of biocide or other chemicals is prohibited except where County and District concur that it is an appropriate and necessary management technique to promote the recovery and re-establishment of native species, to reduce threats to ecosystem structure and function, or to protect public health, safety and welfare;

4.10. Pumping of water from existing diversions for purposes other than on-site residential, wildlife, recreational, habitat enhancement and agricultural uses associated with livestock grazing on the Restricted Property. Increases in the pumped amounts of surface or subsurface water as allowed by the Arizona Department of Water Resources are not permitted without joint approval from the County and District;

4.11. Installation of underground storage tanks for petroleum or other polluting substances, except for already existing or permitted septic tanks;

4.12. Confinement of livestock, except for the purposes of publically-oriented agricultural operations, if any, where animals are permanently located in enclosures and the majority of their feed supplied from outside sources. This includes feeder cattle, dairy, pig, poultry and exotic animal farm operations;

4.13. Commercial enterprises inconsistent with the Objectives, excluding farming and ranching. The County and District may jointly approve commercial enterprises, other than farming or ranching, that provide for ecotourism or wildlife-related recreation provided that it is consistent with the Objectives and does not degrade the Restricted Property's natural and cultural values;

4.14. Residential use for mobile homes, travel trailers, tent trailers, self-propelled recreational vehicles and like structures or vehicles, except as permitted by County Park Rules or as needed to support the protection or enhancement of the Restricted Property's natural and cultural values;

4.15. Paving of roads using asphalt or concrete except where required by County ordinance;

4.16. Any modification of the topography of the Restricted Property through the placement of soil, dredging spoils, or other material, except for those uses permitted under this document, or to reduce soil erosion or to protect public health, safety and welfare;

4.17. Off-road vehicular travel except to facilitate permitted activities on the Restricted Property; and

4.18. Removal of natural, mineral, or cultural resources that is not authorized by District.

**5. Exceptions to Restrictions.** Notwithstanding any other provision of this Conservation Land Master Covenant, the following uses of the Restricted Properties are not prohibited:

5.1. Any use of the Restricted Property which the District Board of Directors (the "District Board") determines, based on clear and convincing evidence presented to the District Board, is necessary to address the public health, safety or welfare;

5.2. Any Pre-existing Use of the Restricted Property;

5.3. Any use of the Restricted Property expressly permitted by a contract in effect between the District and a third party as of the date this Conservation Land Master Covenant is recorded.

5.4. Any use of any Restricted Property that is contiguous to the Colossal Cave Property, provided that (i) the use is consistent with the current use and purpose of the Colossal Cave Property as stated in the Cooperative Management Agreement, (ii) the District Board has approved the use; (iii) the use is consistent with any Master Plan for the Restricted Property approved by the District Board; and (iv) District and County will use their best efforts to minimize any impact the use may have on the Conservation Values of the Restricted Property.

## **6. Obligations of District**

6.1. District, through its employees, agents and contractors, retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Restricted Properties. District remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use undertaken on the Restricted Properties. All such activity shall comply with all applicable Federal, state, and local laws, regulations, and requirements. The parties acknowledge that Beneficiary has no legal ownership interest in the Restricted Properties. To the extent allowable by law, District will indemnify, defend and hold

harmless Beneficiary from any claims, demands, and causes of action in law or equity arising out of or related to the use of the Restricted Properties by District or any third parties. This indemnity will not extend to any claim, demand or cause of action relating to any negligence on the part of Beneficiary in the performance of its obligations under this Conservation Land Master Covenant.

6.2. District, through its employees, agents and contractors, at District's expense, will conduct an inspection of the Restricted Properties at least biennially to determine if there are any violations of the Restrictions. The inspection will be completed by either examination of aerial photographs or by physical inspections with onsite photographs taken at the time of the inspections. The District will prepare and deliver copies of biennial reports ("Reports") of its inspections, which reports will describe the then current condition of the Restricted Properties inspected and note any violations of the Restrictions. Copies of the Reports will be provided to County and Beneficiary upon completion, and in no event later than October 15 of each biennial reporting year. District will maintain the Reports as District records in accordance with Arizona state law.

6.3. District shall report any violations of the terms of this Conservation Land Master Covenant to County and Beneficiary within 2 working days of District discovery and confirmation of any such violation. For purposes of this Section 6.3, the determination of what shall constitute a reportable violation of this Conservation Land Master Covenant shall be at District's reasonable discretion. However, District's determination of what is reportable pursuant to this Section 6.3 will not limit County or Beneficiary's right to enforce this Conservation Land Master Covenant as provided for in Sections 7, 8, and 9 of this Conservation Land Master Covenant.

6.4. The parties acknowledge that Beneficiary has no legal ownership interest in the Restricted Properties, and it is the parties' intent that the Beneficiary not undertake any responsibility or liability with respect to the Restricted Properties, other than liability related to Beneficiary's negligence ("Beneficiary's Negligence"), as more specifically limited below. Therefore, District agrees:

6.4.1. District (as indemnifying party) shall indemnify, defend and hold harmless, Beneficiary and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

6.4.1.1. breach or non-fulfillment of any provision of this Agreement by County, District, or County or District's personnel;

6.4.1.2. any negligent or more culpable act or omission of County, District, or County or District's personnel (including any reckless or willful misconduct) in

connection with the performance of County, District, or County or District's personnel under this Agreement;

6.4.1.3. any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of County, District, or County or District's personnel (including any reckless or willful misconduct);

6.4.1.4. any failure by County, District, or County or District's personnel to comply with any applicable federal, state or local laws, regulations or codes, including any failure related to their performance under this Agreement; or

6.4.1.5. any claim by any third party asserting a failure of Beneficiary to enforce Beneficiary's rights, or perform Beneficiary's duties, under this Agreement. District's obligation to indemnify Beneficiary against third party claims related to any failure of Beneficiary perform Beneficiary's duties, under this Agreement will not preclude District from replacing Beneficiary as provided in Section 8.5. Replacement of Beneficiary will be District's sole remedy for Beneficiary's breach of its obligations under this Agreement.

6.4.2. Beneficiary must give notice to District (a "**Claim Notice**") of any claim filed which may give rise to a Losses. Indemnified Party's failure to provide a Claim Notice does not relieve District of any liability, but in no event shall District be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the claim. District's duty to defend applies immediately after receiving a Claim Notice.

6.4.3. District may select legal counsel to represent Beneficiary in any action for which District has an obligation to indemnify, defend and hold harmless Beneficiary, and District shall pay all costs, attorney fees, and Losses.

6.4.4. District shall give prompt written notice to Beneficiary of any proposed settlement of a claim that is indemnifiable under this Agreement. District may settle or compromise any claim without Beneficiary's consent, so long as Beneficiary is not responsible for paying any Losses.

## **7. Obligations of County**

7.1. County shall review any and all reports on potential violations of the Restrictions provided by District to County as required by this Conservation Land Master Covenant, at County's expense.

7.2. If the event of any action that may constitute a violation of the terms of this Conservation Land Master Covenant, County shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this Conservation Land Master Covenant.

7.3. In the event that District desires to take action with respect to the Restricted Properties that may constitute a violation of this Conservation Land Master Covenant, District will obtain County's prior approval of such action, and County shall respond to any such request from District in a timely manner.

7.4. District and County will advise Beneficiary in writing of any non-privileged communications between County and District with regard to the matters referred to in Sections 7.2 and 7.3. District and County will also provide Beneficiary with copies of any written communications, in whatever form, between District and County with regard to the matters referred to in Sections 7.2 and 7.3.

## **8. Obligations of Beneficiary**

8.1. Beneficiary shall review any and all reports provided by District to Beneficiary as required by this Conservation Land Master Covenant, at District's expense. District shall compensate Beneficiary for performing its actions under this Section 8.1 on a time and materials basis, pursuant to the terms of professional services contract entered into between District and Beneficiary (the "Services Agreement"). In the event (i) District and Beneficiary cannot agree upon the Services Agreement; (ii) the Services Agreement is terminated, for any reason; (ii) District fails to timely pay Beneficiary under the Services Agreement; or (iii) District materially breaches any other term of the Services Agreement, then Beneficiary will have the right to terminate its obligations under this Conservation Land Master Covenant by providing County and District ten days prior written notice.

8.2. If the event of any action that may constitute a violation of the terms of this Conservation Land Master Covenant, Beneficiary shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this Conservation Land Master Covenant. Beneficiary shall be reimbursed for any expenses incurred by Beneficiary to enforce this Master Agreement in accordance with the Services Agreement.

8.3. In the event that District desires to take action with respect to a Restricted Property that may constitute a violation of this Conservation Land Master Covenant, District will obtain Beneficiary's prior approval of such action, and Beneficiary shall respond to any such request from District in a timely manner. Beneficiary shall be compensated for any services performed in response to any such request in accordance with the Services Agreement.

8.4. In the event Beneficiary is no longer able to perform its obligations under this Conservation Land Master Covenant, or no longer desires to serve as Beneficiary, then Beneficiary shall provide not less than sixty (60) days' notice to District. Beneficiary may designate a replacement Beneficiary subject to District's approval. In the event Beneficiary does not designate a replacement Beneficiary within 45 days' after delivery of the notice, then District will be solely responsible to designate a replacement Beneficiary. Beneficiary's resignation shall be effective sixty (60) days after the delivery of the notice by Beneficiary to District.

## 9. County and Beneficiary's Right To Enforce.

9.1. County and/or Beneficiary (for purposes of this Section 9, collectively or individually the "**Enforcing Party**") may enforce this Conservation Land Master Covenant against the District and its successors and assigns.

9.2. If the Enforcing Party has reason to believe that a violation of the Restrictions may have occurred, the Enforcing Party has the right to enter upon the Restricted Properties. The Enforcing Party must provide at least two (2) business days' notice to District prior to entering upon a Restricted Property.

9.3. The Enforcing Party shall hold District harmless from liability for any injuries to its employees or agents occurring on a Restricted Property in the course of its duties pursuant to this Conservation Land Master Covenant which are not directly or indirectly the result of acts, omissions, or the negligence of District, or District's employees, agents, successors and assigns.

9.4. If the Enforcing Party determines that there is a breach of the terms of the Restrictions, the Enforcing Party may, but is not obligated to, enforce the terms of this Conservation Land Master Covenant as provided in this Section 9. When evaluating any possible breach or enforcement action, the Enforcing Party will have the right to consult experts (e.g., biologists, engineers, etc.) to assist it in determining both whether or not there is a violation and appropriate remedial action, provided that the cost of any such experts is subject to the maximum dollar limitation in the Services Agreement. Beneficiary will be reimbursed by District for any such expenses in accordance with the Services Agreement.

9.5. Prior to any enforcement action by the Enforcing Party, the Enforcing Party must give written notice to District of such breach (the "**Notice of Breach**") and demand corrective action sufficient to cure the breach and, where the breach involves injury to a Restricted Property resulting from any activity inconsistent with the purpose of this Conservation Land Master Covenant, to restore the portion of the Restricted Property so injured.

9.6. If (i) under circumstances where an alleged breach can be cured within a 30 day period, District fails to cure an alleged breach within 30 days after receipt of the Notice of Breach, or (ii) under circumstances where an alleged breach cannot reasonably be cured within a 30 day period, District fails to begin curing such breach within the 30 day period, or District fails to continue diligently to cure such breach until finally cured, the Enforcing Party may in any such event bring an action at law or equity to enforce the terms of this Conservation Land Master Covenant or to enjoin the breach by temporary or permanent injunction, and to recover any damages caused by the breach of the terms of this Conservation Land Master Covenant or injury to any protected uses, including damages for any loss, and to require the restoration of any Restricted Property to the condition that existed prior to the injury.

9.7. In the event any action, suit or proceeding at law or in equity is instituted with respect to this Conservation Land Master Covenant, the Enforcing Party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred if it is the prevailing party.

9.8. Nothing contained in this Conservation Land Master Covenant can be construed to entitle the Enforcing Party to bring any action against the District for any injury to or change in the Restricted Property resulting from causes beyond the District's control including unforeseeable acts of trespassers, fire, flood, storm, drought, pests, natural earth movement, vegetative disease, or resulting from any action taken by the District under emergency conditions to prevent, abate or mitigate significant injury to any Restricted Property resulting from such causes.

## 10. General Provisions

10.1. The laws and regulations of the State of Arizona govern this Conservation Land Master Covenant. Any action relating to this Conservation Land Master Covenant must be brought in a court of the State of Arizona in Pima County.

10.2. Unless the context requires otherwise, the term "including" means "including but not limited to".

10.3. Each provision of this Conservation Land Master Covenant stands alone, and any provision of this Conservation Land Master Covenant found to be prohibited by law is ineffective only to the extent of such prohibition without invalidating the remainder of this Conservation Land Master Covenant.

10.4. This instrument sets forth the entire Agreement of the County, District and Beneficiary with respect to this Conservation Land Master Covenant.

10.5. Any notice given under this Conservation Land Master Covenant must be in writing and served by delivery or by certified mail upon the other Parties as follows:

If to County: Office of Sustainability and Conservation  
Attn: Director  
Pima County Public Works  
201 N Stone Ave., 6<sup>th</sup> FL  
Tucson, Arizona 85701

If to District: Regional Flood Control District  
Attn: Director  
Pima Works Building  
201 N Stone Ave., 9<sup>th</sup> FL  
Tucson, Arizona 85701

If to Beneficiary: The Arizona Land and Water Trust  
Attn: Diana Freshwater, President  
3127 N. Cherry Ave.  
Tucson, Arizona 85719

The Parties have executed this Conservation Land Master Covenant by their duly authorized representatives.

**COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of Board of Supervisors

\_\_\_\_\_  
Date

**DISTRICT: The Pima County Regional Flood Control District**

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Date

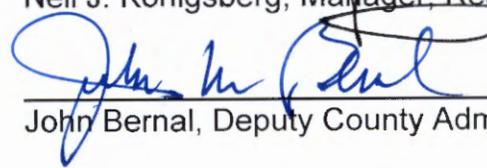
ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of Board of Directors

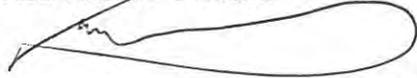
\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



17 | 10 | 14

Tobin Rosen, Deputy County Attorney

**BENEFICIARY: The Arizona Land and Water Trust, Inc.**



Diana Freshwater, President

10/11/14

Date

## EXHIBIT A

### Conservation Land Restrictive Covenants: FCD Owner & Grantor; Pima County Receives Covenant

Property	APN	Acres	Map ID
CIENEGA CREEK NATURAL PRESERVE	30506003X	102.2	1
FLAP 990	208540210	231.3	2
LOS MORTEROS	22604014C	10.0	3
		<b>343.5</b>	

# EXHIBIT B

**Conservation Land Restrictive Covenants: FCD Owner & Grantor; Pima County Receives Covenant**

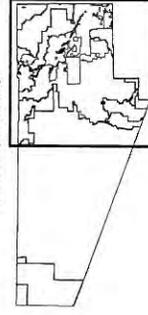
**Subject Parcels (343 acres)**



See **Exhibit A** for key to property IDs.

See **Exhibit C** for parcel detail maps.

Pima County Index Map



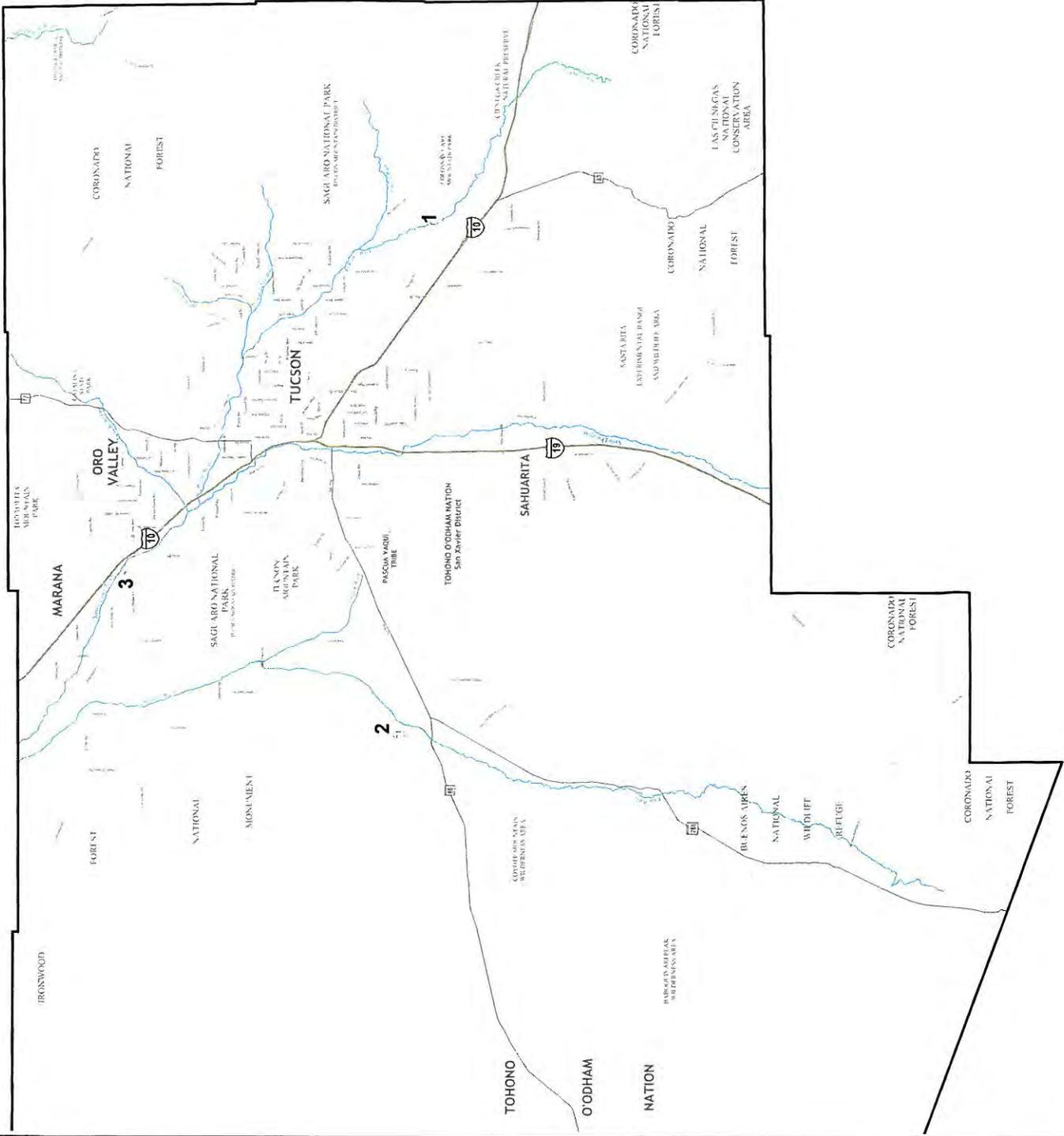
Pima Map Scale: 1:125,000 (see sheet 17)

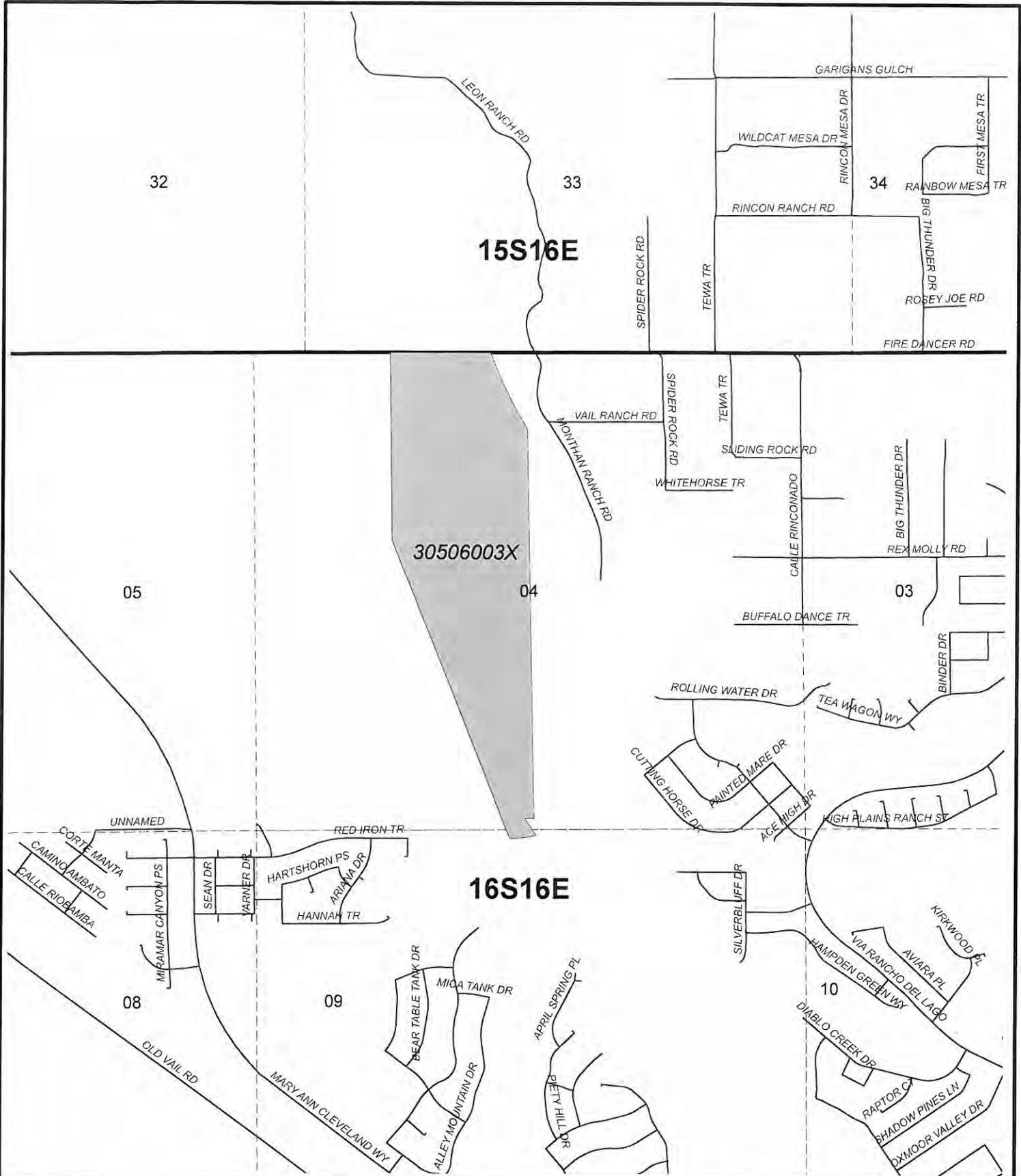
The information displayed on this map is the result of digital mapping performed on a variety of data sources. The accuracy of the information presented is limited by the accuracy of the data sources. Pima County Information Systems assumes no responsibility for the accuracy of the information displayed on this map. Pima County Information Systems is not liable for any errors or omissions, including those caused by third parties.



**PIMA COUNTY**  
 GEOGRAPHIC INFORMATION SYSTEMS  
 Pima County Information Systems  
 100 North Main Street, 2nd Floor  
 Tucson, Arizona 85701-2121  
 (520) 744-8171 • FAX (520) 744-8172

8/19/2016





Conservation Land  
 Restrictive Covenants:  
 FCD Owner & Grantor;  
 Pima County Receives Covenant

# EXHIBIT C



0 500 ft



Cienega Creek Natural Preserve (1)



**Conservation Land  
Restrictive Covenants:  
FCD Owner & Grantor;  
Pima County Receives Covenant**

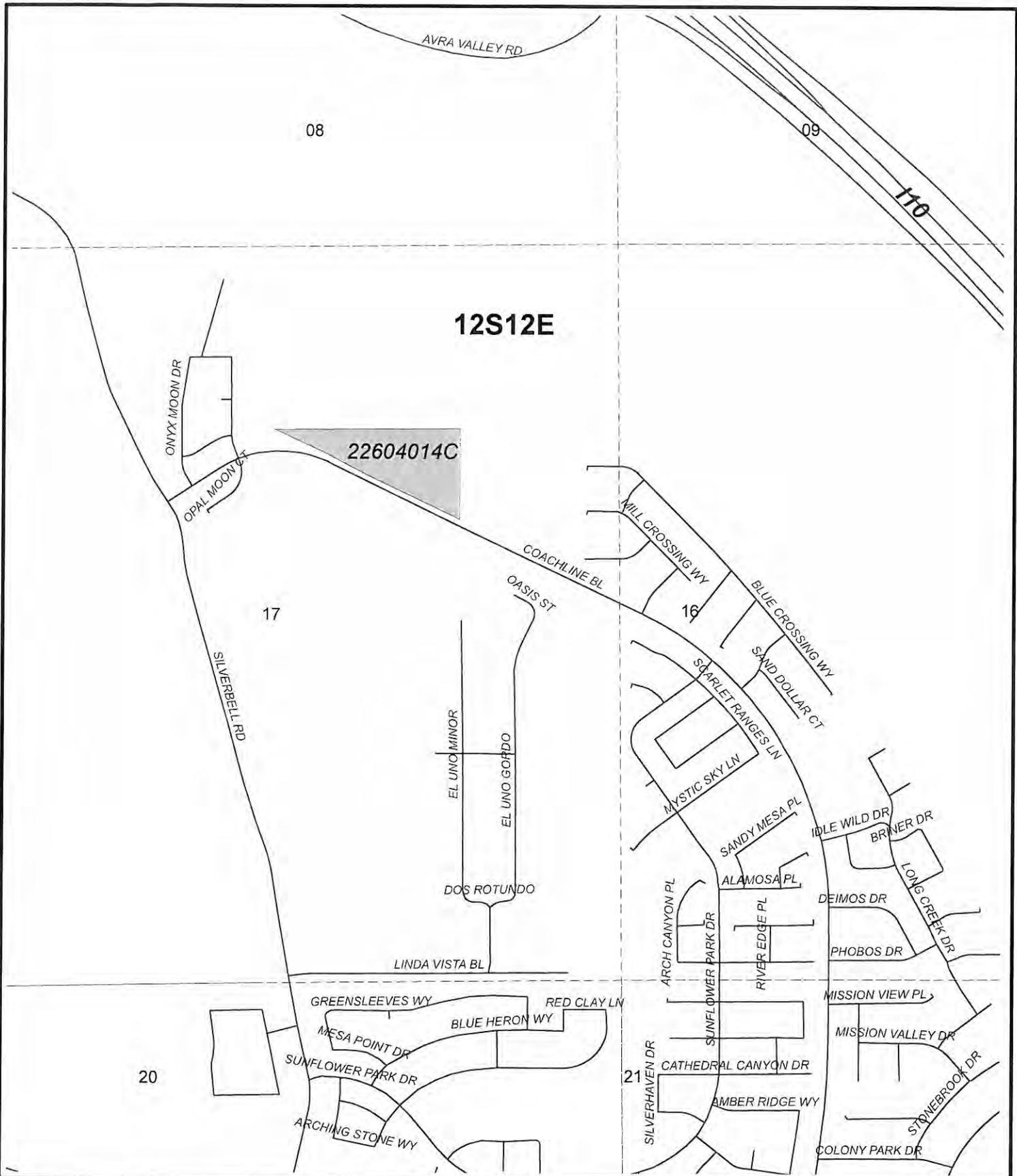
# EXHIBIT C



0 1,000 ft

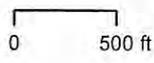


FLAP 990 (2)



Conservation Land  
Restrictive Covenants:  
FCD Owner & Grantor;  
Pima County Receives Covenant

# EXHIBIT C



Los Morteros (3)

When Recorded, Please Return to:

Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

**SITE-SPECIFIC AGREEMENT TO MASTER RESTRICTIVE COVENANT**

**1. Parties; Effective Date.** This Site-Specific Agreement ("SSA") is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**County**"), the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc. an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary) being collectively the "**Parties**"). This SSA shall be effective on day it is signed by the Parties (the "Effective Date").

**2. Incorporation of Master Agreement** This SSA incorporates all definitions, terms and conditions of that certain Master Restrictive Covenant for County MSCP Mitigation Land between the Parties, dated \_\_\_\_\_, and recorded \_\_\_\_\_, 2016, in in the records of the Pima County Recorder in Sequence No. \_\_\_\_\_ (the "**Master Covenant**").

**3. Site-Specific Property.**

3.1. The property subject to this SSA is legally described on Exhibit A to this SSA (the "**Site-Specific Property**").

3.2. The Site-Specific Property is subject to all of the terms and conditions of the Master Covenant.

**COUNTY: PIMA COUNTY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT: Regional Flood Control District**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

**BENEFICIARY: The Arizona Land and Water Trust, Inc.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

EXEMPTION: A.R.S. § 11-1134.A.3.		PCGPR Mitigation: Sec 10 [ ] ; ILF [ ] ; Sec 7 [ ] ; CLS [ ] ; Other [ ]	
Agent: MDS	File: E-0019	Activity:	P [ ] De [ ] Do [ ] E [ ]