



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 19, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Santa Catalina Roman Catholic Parish-Tucson, an Arizona nonprofit corporation ("Church")

Project Title/Description:

Santa Catalina Roman Catholic Parish-Tucson / Exchange of Easements with County [Supervisor District 1]

Purpose:

Church owns three (3) contiguous parcels (the Church Property), running west to east on the east side of N. Oracle Road in unincorporated Pima County. County parcel 222-45-009C (the "County Property") lies contiguous to and just south of the Church Property. Church wishes to obtain a Driveway Easement over the County Property to connect the south end of its parking lot to N. Oracle Road. The Arizona Department of Transportation (ADOT) intends to construct a wildlife bridge over N. Oracle Road on land owned by Arizona State Land Department (ASLD) adjacent to and just north of the Church Property, utilizing a Right of Way previously purchased by County from ASLD. County wishes to obtain a Screen Easement across the north twelve feet (12') of the Church Property to screen the wildlife corridor from the activities on the Church Property. County has agreed to exchange the Driveway Easement over the County Property to the Church for the Screen Easement over the Church Property. The area of the Driveway Easement to be exchanged to Church is approximately .883 acres; the area of the Screen Easement to be exchanged to County is approximately .193 acres. The value of the Driveway Easement has been determined to exceed the value of the Screen Easement by approximately \$35,000. At close of escrow, Church will place \$35,000 into an escrow account at Title Security, which funding will be utilized by Church and/or its agents and contractors to perform certain obligations, as set forth in Exhibit E to the Exchange Agreement, necessary to the creation of the vegetative screen for which the Screen Easement is being obtained. This work is estimated to cost approximately \$35,000. If any funds remain once the Church's obligations are completed to County's satisfaction, the balance will be paid into the County's General Fund by Title Security. County will title insure the Screen Easement Area in the amount of \$20,000. The cost of the title insurance premium, escrow fees, and the set up and servicing of the escrow account at Title Security is not expected to exceed \$2,500. Statutory Notice of Intent to Exchange was duly published on April 9, 2015.

Procurement Method:

Acquisition of an interest in real property by exchange.

Program Goals/Predicted Outcomes:

The goal of this Project is to acquire an easement for the creation of a vegetative screen between the Church Property and the ASLD land to the north for the wildlife corridor leading to the wildlife bridge to be constructed across N. Oracle Road. Obtaining this goal via exchange with the Church is beneficial in that it saves the County the expense of purchasing the easement as well as the expense of creating the vegetative screen, which financial obligation becomes that of the Church pursuant to the Exchange Agreement.

Public Benefit:

The acquisition of the Screen Easement and the creation of the vegetative screen is intended to enhance the success of the wildlife corridor and wildlife bridge. The public benefit of the bridge itself is two-fold. It will enhance traffic safety by reduction of auto collisions with wildlife in this area of N. Oracle Road. It will also protect wildlife migrating along the natural wildlife corridor running from the Catalina Mountains on the East to the Tortolita Mountains on the West.

Metrics Available to Measure Performance:

Once the wildlife bridge is constructed, roadkill in the area will be monitored to see if it has been reduced as a result of the bridge.

Retroactive:

No.

*To: COB- 5-6-15 (1)
Ver- 1
Vendor- 1*

Pgs. - 57

Procure Dept 04/28/15 PM02:28

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 15-458
Effective Date: 5/19/2015 Termination Date: 5/19/2017 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ Not to Exceed \$2,500.00 ☒ Revenue Amount: \$ 35,000.00
Funding Source(s): General Fund; FN; Fund 1000; Unit 2164.

Cost to Pima County General Fund: Not to exceed \$2,500.00.

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Michael D. Stofko

Department: Real Property Services

Telephone: 520-724-6667

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature]

County Administrator Signature/Date: [Signature]

(Required for Board Agenda/Addendum Items)

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

PROJECT: Exchange Agreement

**PARTIES: Santa Catalina Roman Catholic
Parish-Tucson, an Arizona Non-Profit
Corporation**

FUNDING: Not to Exceed \$2,500.00

CONTRACT

NO. CT.PW-15010000000000000000458

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between SANTA CATALINA ROMAN CATHOLIC PARISH-TUCSON, an Arizona non-profit corporation ("**Church**"), and PIMA COUNTY, a political subdivision of the State of Arizona ("**County**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). County is deemed to have signed the Agreement on the date the Chair of the Pima County Board of Supervisors signs it.

2. **Exchange Properties.**

2.1 County owns the real property legally described and depicted, collectively, in **Exhibit A** attached hereto (the "**County Property**").

2.2 Church owns the real property legally described and depicted, collectively, in **Exhibit B** attached hereto (the "**Church Property**").

2.3 County wishes to obtain a Natural Vegetation Screen Easement over, upon and across the Church Property in the area legally described and depicted, collectively, in **Exhibit C** attached hereto, which area contains approximately .193 acres (the "**Screen Easement**").

2.4 Church wishes to obtain a Driveway Access Easement over, upon and across the County Property in the area legally described and depicted, collectively, in **Exhibit D** attached hereto, which area contains approximately .883 acres (the "**the Driveway Easement**").

2.5 County and Church shall exchange the Driveway Easement and the Screen Easement pursuant to A.R.S. § 11-251(44) (the "**Exchange**"). The County shall publish notice

thirty (30) days before the Exchange, listing the ownership and description of the Church Property and the County Property.

2.6 County and Church acknowledge that the value of the Driveway Easement exceeds the value of the Screen Easement, which easements are the subject of the Exchange, by approximately thirty-five thousand dollars (\$35,000.00). Church will provide additional consideration to County to offset the difference in exchange values as more particularly described in Section 5 below.

3. **Vacant Land.** The parties acknowledge that the Screen Easement and the Driveway Easement are located upon vacant land and that no personal property is being transferred.

4. **Inspection Rights.**

4.1. Access and Possession. Upon execution of this Agreement and until Closing, Church hereby grants permission to County, County's representatives, and County's authorized agents to enter those portions of the Church Property consisting of the Screen Easement and the immediately surrounding area for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Upon execution of this Agreement until Closing, County hereby grants permission to Church, Church's representatives, and Church's authorized agents to enter those portions of the County Property consisting of the Driveway Easement and the immediately surrounding area for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver fully executed easement documents to each other for recording in Pima County on the date of Closing

4.2. Inspections. Each party shall permit the other party to conduct such inspections of the other's property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party shall conduct a cleanup of its own fee title property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement, which shall be the sole remedy available for failure to do so.

5. **Church's Payment Obligations; Performance Escrow.**

5.1 Purpose of the Screen Easement. The Arizona Department of Transportation ("**ADOT**") intends to construct a wildlife bridge (the "Bridge") over North Oracle Road on land owned by the Arizona State Land Department ("**ASLD**") adjacent to and just north of the Church Property. The Bridge is intended to protect wildlife migrating along the natural

wildlife corridor running from the Catalina Mountains on the east to the Tortolita Mountains on the west. County is acquiring the Screen Easement for the express purpose of screening the migrating wildlife from the daily activities on the Church Property. County has obtained a perpetual Right of Way from ASLD to allow ADOT to construct the Bridge over North Oracle Road.

5.2 Value Differential. Church acknowledges that the value of the proposed Driveway Easement over the County Property exceeds the value of the Screen Easement over the Church Property by approximately thirty-five thousand dollars (\$35,000.00) (the "Value Differential"). Church has agreed to provide additional consideration to County in the amount of the Value Differential by performing certain obligations to benefit the County with specific regard to the construction and maintenance of the vegetative screen to be placed over and upon the Screen Easement (the "Performance Obligations").

5.3 Church's Performance Obligations. Church shall perform all of the obligations listed on the attached **Exhibit E** to the County's satisfaction on or before one-hundred-eighty (180) days after the date of ADOT approval as referenced in Section 8 of this Agreement.

5.4 Performance Escrow. In order to secure the timely and satisfactory performance of Church's Performance Obligations, Church shall, at Closing, deposit thirty-five thousand dollars (\$35,000.00) into escrow at Title Company. As Church is invoiced by its various contractors (to be chosen and employed solely by Church) for work related to the construction and maintenance of the Screen Easement, Church shall forward each invoice to County within ten (10) days of receipt thereof for review and approval. County agrees that Church shall not be required to deposit into escrow, or to spend more than the thirty-five thousand dollars (\$35,000.00) for the construction and establishment of the Screen Easement. If County approves the payment of an invoice, it shall direct Title Company to pay the respective contractors for the work performed. Once it is determined by Church and County that all of the work necessary to construct and establish the vegetation in the Screen Easement has been completed and paid for, any monies remaining in the escrow account shall be paid by Title Company to County. County and Church shall execute an Instruction Letter to Title Company directing said payment to County.

6. Escrow and Title.

6.1 County Closing Costs. County will pay all expenses incidental to record establishment of the Screen Easement by Church to County, including recording fees, escrow fees, title insurance premium and releases. All costs and expenses to be paid by County in connection with Closing shall not exceed \$2,500.00.

6.2 Church Closing Costs. Church will pay all expenses incidental to record establishment of the Driveway Easement by County to Church, including recording fees, escrow fees, title insurance premium and releases.

6.3 Title Company. The Title Company shall be Title Security Agency of Arizona ("**Title Company**").

6.4 Title Report.

6.4.1 *Report.* Title Company will distribute to County a Title Report on the Church Property (the "**Church Property Report**") together with complete and legible copies of all documents which would remain as exceptions to any County policy of title insurance on the Church Property. Title Company will distribute to Church a Title Report on the County Property (the "**County Property Report**") together with complete and legible copies of all documents which would remain as exceptions to any Church policy of title insurance on the County Property.

6.4.2 *Permitted Exceptions*

6.4.2.1 Church shall deliver documentation in recordable form to establish the Screen Easement at Closing, subject to all matters of record.

6.4.2.2 County shall deliver documentation in recordable form to establish the Driveway Easement at Closing, subject to all matters of record.

6.4.3 *Amended Report.* In the event Title Company should issue an Amended Report for Title Insurance to one of the parties which discloses an Exception(s) not previously disclosed, that party shall have five (5) days after the receipt of the Amended Report and the new Exceptions (the "**Disapproval Period**") within which to notify the other party and the Escrow Agent in writing of its disapproval of any new Exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, the party receiving the Disapproval Notice shall have five (5) days from receipt of the Disapproval Notice in which to notify the disapproving party in writing whether it intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If the party receiving the Disapproval Notice fails to notify the disapproving party of its intent with respect to the disapproved items

within that time, or if it elects not to cure all disapproved items, the disapproving party may terminate this Agreement and the Escrow shall be canceled. If the Amended Report is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing shall be deemed to be extended until the end of the Disapproval Period and the Notice Period, if applicable; provided however, that Closing must occur as provided in section 7.

7. Closing Documents.

7.1 At Closing, County shall execute and deliver to Church a Driveway Access Easement in the form of **Exhibit F** attached hereto.

7.2 At Closing, Church shall execute and deliver to Escrow Agent a Natural Vegetation Screen Easement in the form of **Exhibit G** attached hereto.

8. Contingency and Closing Date. The Closing pursuant to this Agreement *shall not* occur until such time as ADOT has given its final approval to the location of the driveway Church intends to construct on the Driveway Easement. If Church has not received ADOT approval within one (1) year of the Effective Date, this Agreement shall be null and void and of no further effect.

9. Representations.

9.1 Each party represents, agrees and warrants that, to the best of its actual knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

9.2 Subject only to the representations, agreements and warranties of the parties set forth in this Agreement, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of

the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

10. No Leases. Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

11. Broker's Commission. The parties acknowledge that no broker or finder has been used for this transaction. Each party shall indemnify and hold harmless the other against fees, costs, and expenses of defending against such claims made by anyone claiming to have been employed for this transaction.

12. No Sale. Neither party shall sell or encumber its property before closing.

13. Notices.

13.1 Writing. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, e-mail to the e-mail addresses indicated below).

13.2 Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, return receipt requested, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of America that any party from time to time may specify by written notice to the other parties at least 15 days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other parties.

13.3 Rejection. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be deemed to be receipt of any such notice.

13.4 Notice to Entity. Any notice to an entity shall be deemed to be given on the date specified in this section without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

13.5 Address. County and Church agree that any notice sent to the address set forth below shall serve as notice by County or Church, as the case may be, to the other:

If to County: Neil J. Konigsberg, Manager
Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701-1207
Telephone: 520.740.6313
E-mail: neil.konigsberg@pima.gov

with a copy to:

Tobin Rosen, Deputy County Attorney
Pima County Attorney's Office, Civil Division
32 N Stone Ave, Suite 2100
Tucson, AZ 85701-1412
E-mail: tobin.rosen@pcao.pima.gov

If to Church: John Brell, Director of Finance
Santa Catalina RC Parish-Tucson
14380 N. Oracle Road
Tucson, AZ 85739
Telephone: 520.780.4850
E-mail: jbrell@santacatalinaparish.org

with a copy to:

Gerard O'Meara, Esq.
Gust Rosenfeld PLC
1 S. Church Avenue, Suite 1900
Tucson, AZ 85701-1627
Telephone: 520.628.7070
E-mail: gromeara@gustlaw.com

14. Conflict of Interest. This Agreement is subject to cancellation within three 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 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.

15. Survival of Representation and Warranties. Except as otherwise expressly stated herein, all representations and warranties contained herein survive the closing for ten (10) years.

16. Entire Agreement. This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.


17. Remedies. If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

18. Exhibits. The following Exhibits to this Agreement are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement or to any of the Exhibits hereto are not available at the execution hereof, they shall be added by the Parties prior to Closing and shall be in form and substance reasonably satisfactory to the Parties.

<u>Exhibit A</u>	Legal Description and Depiction of County Property
<u>Exhibit B</u>	Legal Description and Depiction of Church Property
<u>Exhibit C</u>	Legal Description and Depiction of Screen Easement
<u>Exhibit D</u>	Legal Description and Depiction of Driveway Easement
<u>Exhibit E</u>	Church's Performance Obligations
<u>Exhibit F</u>	Form of Driveway Access Easement
<u>Exhibit G</u>	Form of Natural Vegetation Screen Easement

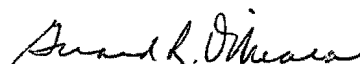
Each Party is signing this Agreement on the date stated opposite that Party's signature.

**Santa Catalina Roman Catholic Parish-Tucson., an
Arizona Non-Profit Corporation**

By: 
Rev. Larry Sanders, President

Apr. 6, 2015
Date

APPROVED AS TO FORM:


Gerard R. O'Meara, Esq.
Attorney for Santa Catalina RC Parish-Tucson

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

Sharon Bronson, Chair, Board of Supervisors

Date

ATTEST:

Robin Brigode, Clerk of Board

Date

APPROVED AS TO CONTENT:



Neil Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

EXHIBIT "A"

PARCEL NO. 1:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF SECTION 21, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 611.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUCSON-FLORENCE HIGHWAY, U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 452.48 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE ROMAN CATHOLIC CHURCH BY DEED RECORDED IN DOCKET 4846 AT PAGE 369 IN THE OFFICE OF THE PIMA COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY PROPERTY LINE OF SAID ROMAN CATHOLIC CHURCH PARCEL, A DISTANCE OF 324.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 646.48 FEET;

THENCE NORTH 72 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 374.53 FEET;

THENCE NORTH 22 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 89.47 FEET;

THENCE NORTH 88 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.30 FEET;

THENCE SOUTH 74 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 57.17 FEET;

THENCE NORTH 09 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.09 FEET;

THENCE NORTH 69 DEGREES 00 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.82 FEET;

Exhibit "A"

THENCE NORTH 11 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.10 FEET;

THENCE NORTH 23 DEGREES 05 MINUTES 12 SECONDS EAST, A DISTANCE OF 31.05 FEET;

THENCE SOUTH 72 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 46.26 FEET;

THENCE NORTH 82 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 48.28 FEET;

THENCE NORTH 62 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 72.69 FEET;

THENCE NORTH 58 DEGREES 27 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.42 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 112.49 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.27 FEET;

THENCE NORTH 37 DEGREES 59 MINUTES 54 SECONDS EAST, A DISTANCE OF 164.26 FEET;

THENCE NORTH 14 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 166.85 FEET;

THENCE NORTH 77 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 43.22 FEET;

THENCE SOUTH 24 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 113.75 FEET;

THENCE NORTH 73 DEGREES 19 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.38 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 16 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 137.90 FEET;

THENCE SOUTH 73 DEGREES 45 MINUTES 58 SECONDS EAST (SOUTH 73 DEGREES 45 MINUTES 54 SECONDS EAST RECORDED), A DISTANCE OF 429.32 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF SECTION 21, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 611.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE TUCSON-FLORENCE HIGHWAY, U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 452.48 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE ROMAN CATHOLIC CHURCH BY DEED RECORDED IN DOCKET 4846 AT PAGE 369, IN THE OFFICE OF THE PIMA COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY PROPERTY LINE OF SAID ROMAN CATHOLIC CHURCH PARCEL, A DISTANCE OF 324.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 615.85 FEET TO A POINT IN THE SOUTHWEST CORNER OF SAID ROMAN CATHOLIC CHURCH PARCEL AS DESCRIBED IN SAID DEED RECORDED IN DOCKET 4846 AT PAGE 369;

THENCE NORTH 73 DEGREES 45 MINUTES 49 SECONDS WEST, A DISTANCE OF 421.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE TUCSON-FLORENCE HIGHWAY;

THENCE NORTH 16 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 614.78 FEET TO A POINT IN THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DEED RECORDED IN DOCKET 10914 AT PAGE 2076, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE SOUTH 73 DEGREES 45 MINUTES 58 SECONDS EAST (SOUTH 73 DEGREES 45 MINUTES 54 SECONDS EAST, RECORDED), A DISTANCE OF 429.32 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PROPERTY GRANTED AND CONVEYED BY WARRANTY DEED RECORDED APRIL 30, 2001 IN DOCKET 11538 AT PAGE 3115, RECORDS OF PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG THE NORTHERLY LINE OF SECTION 21, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 611.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TUCSON-FLORENCE HIGHWAY, U.S. HIGHWAY NO. 89;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 89 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 452.48 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO THE ROMAN CATHOLIC CHURCH BY DEED RECORDED IN DOCKET 4846 AT PAGE 369 IN THE OFFICE OF THE PIMA COUNTY RECORDER;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY PROPERTY LINE OF SAID ROMAN CATHOLIC CHURCH PARCEL, A DISTANCE OF 324.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 58 MINUTES 46 SECONDS WEST, A DISTANCE OF 646.48 FEET;

THENCE NORTH 72 DEGREES 40 MINUTES 29 SECONDS WEST, A DISTANCE OF 374.53 FEET;

THENCE NORTH 22 DEGREES 48 MINUTES 17 SECONDS EAST, A DISTANCE OF 89.47 FEET;

THENCE NORTH 88 DEGREES 01 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.30 FEET;

THENCE SOUTH 74 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 57.17 FEET;

THENCE NORTH 09 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.09 FEET;

THENCE NORTH 69 DEGREES 00 MINUTES 21 SECONDS WEST, A DISTANCE OF 100.82 FEET;

THENCE NORTH 11 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.10 FEET;

THENCE NORTH 23 DEGREES 05 MINUTES 12 SECONDS EAST, A DISTANCE OF 31.05 FEET;

THENCE SOUTH 72 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 46.26 FEET;

THENCE NORTH 82 DEGREES 43 MINUTES 02 SECONDS EAST, A DISTANCE OF 48.28

FEET;

THENCE NORTH 62 DEGREES 11 MINUTES 19 SECONDS EAST, A DISTANCE OF 72.69 FEET;

THENCE NORTH 58 DEGREES 27 MINUTES 04 SECONDS WEST, A DISTANCE OF 54.42 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 112.49 FEET;

THENCE NORTH 00 DEGREES 34 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.27 FEET;

THENCE NORTH 37 DEGREES 59 MINUTES 54 SECONDS EAST, A DISTANCE OF 164.26 FEET;

THENCE NORTH 14 DEGREES 06 MINUTES 25 SECONDS EAST, A DISTANCE OF 166.85 FEET;

THENCE NORTH 77 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 43.22 FEET;

THENCE SOUTH 24 DEGREES 34 MINUTES 54 SECONDS WEST, A DISTANCE OF 113.75 FEET;

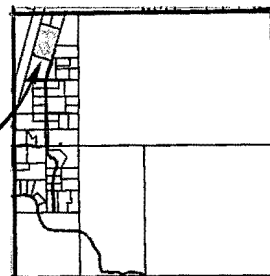
THENCE NORTH 73 DEGREES 19 MINUTES 59 SECONDS WEST, A DISTANCE OF 16.38 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 89;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, NORTH 16 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 137.90 FEET;

THENCE SOUTH 73 DEGREES 45 MINUTES 58 SECONDS EAST (SOUTH 73 DEGREES 45 MINUTES 54 SECONDS EAST RECORDED), A DISTANCE OF 429.32 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SANTA CATALINA ROMAN CATHOLIC PARISH EXCHANGE OF EASEMENTS

SUBJECT AREA



TOWNSHIP 11 G&SRM
PIMA COUNTY, ARIZONA



TAX PARCEL
222-45-009C

SECTION 21
TOWNSHIP 11 SOUTH
RANGE 14 EAST



15009

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: MAR 2015

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that part of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Section 21, said corner being a marked stone;

THENCE North 89 degrees 36 minutes 03 seconds East, 1313.91 along the North Section line to the Northeast corner of said Northwest Quarter of Section 21; said point being the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 05 minutes 29 seconds East, 896.30 feet along the East line of the Northwest Quarter of the Northwest Quarter;

THENCE South 89 degrees 36 minutes 03 seconds West, 525.67 feet;

THENCE North 16 degrees 58 minutes 42 seconds East, 939.15 feet;

THENCE North 89 degrees 36 minutes 03 seconds East, 250.00 feet along the North Section line back to the TRUE POINT OF BEGINNING.

Except any portion thereof lying within property described in Docket 11705 at Page 6345.

PARCEL II:

A non-exclusive easement for roadway and utility purposes over the North 30.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, lying East of the right-of-way of the Tucson-Florence Highway.

Parcel III

That portion of the Northwest quarter of the Northwest quarter of Section 21, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

From the Northwest corner of Section 21;

thence North 89 degrees 36 minutes 03 seconds East along the North line of Section 21, 611.44 feet to its intersection with the Easterly right of way line of the Tucson - Florence Highway;

thence continue North 89 degrees 36 minutes 03 seconds East along the North line of Section 21, 203.52 feet to the Point of Beginning;

thence continue North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 248.96 feet;

thence South 16 degrees 58 minutes 46 seconds West, 324.55 feet;

thence North 73 degrees 45 minutes 54 seconds West, 234.32 feet;

thence North 16 degrees 14 minutes 00 seconds East parallel with the Easterly right of way line of said

Exhibit "B"

Tucson Florence Highway, 253.26 feet to the Point of Beginning.

Parcel IV:

That portion of the Northwest Quarter of the Northwest quarter of Section 21 Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

from the Northwest corner of said Section 21;

thence North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 611.44 feet to its intersection with the Easterly right of way line of the Tucson - Florence Highway, as it now exists, said point being the True Point of Beginning;

thence continue North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 203.52 feet to a point;

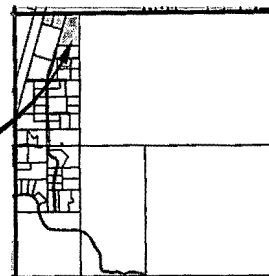
thence South 16 degrees 14 minutes 00 seconds West 253.26 feet to a point;

thence North 73 degrees 45 minutes 54 seconds West, 195.00 feet to a point on the Easterly right of way line of said Tucson - Florence Highway;

thence North 16 degrees 14 minutes 00 seconds East, along the Easterly right of way line of said Tucson - Florence Highway, 195.00 feet to the Point of Beginning.

SANTA CATALINA ROMAN CATHOLIC PARISH EXCHANGE OF EASEMENTS

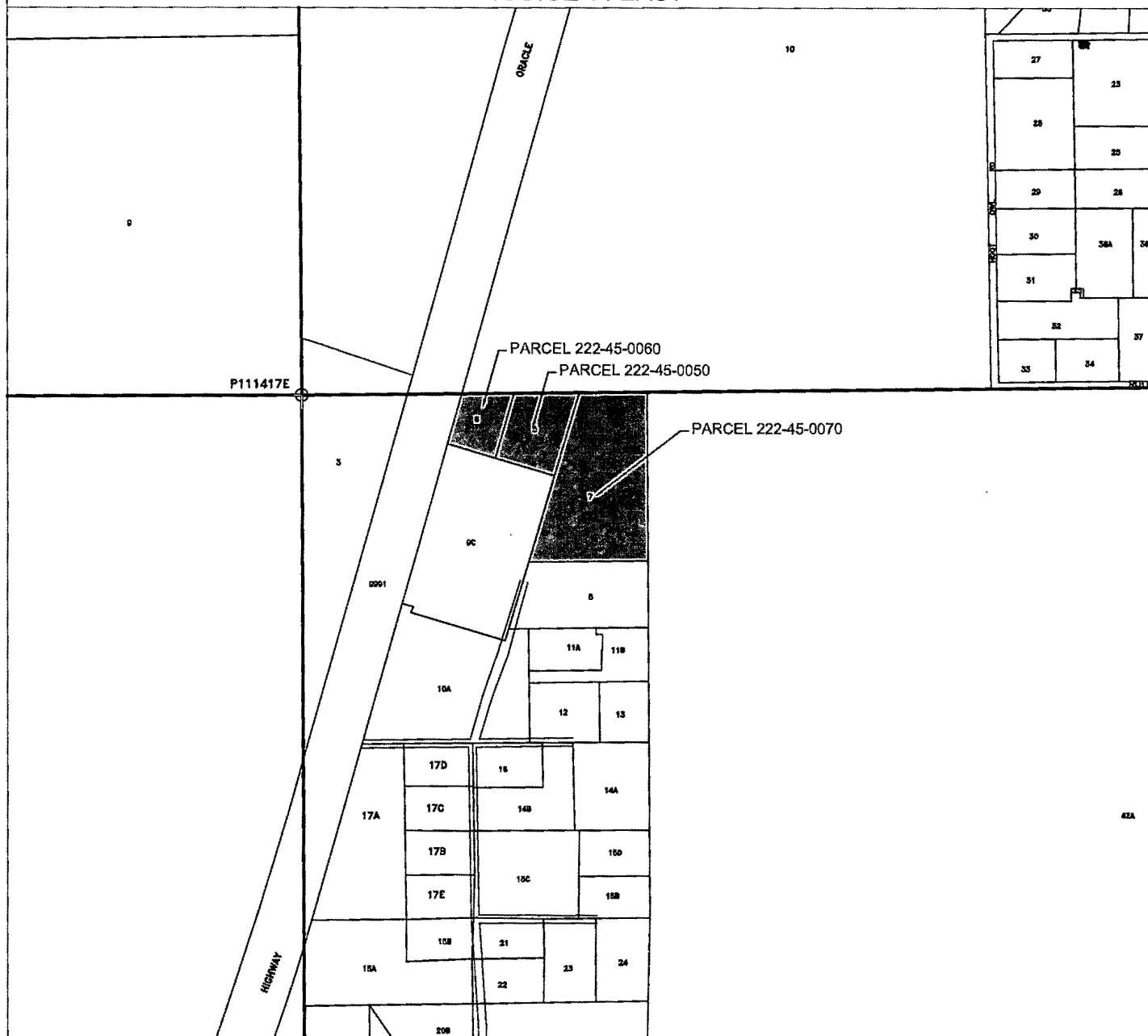
SUBJECT AREA



TAX PARCEL
222-45-0050; -0060; & -0070

SECTION 21
TOWNSHIP 11 SOUTH
RANGE 14 EAST

TOWNSHIP 11 G&SRM
PIMA COUNTY, ARIZONA



15008

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: MAR 2015

20 March 2015

**LEGAL DESCRIPTION
SCREEN EASEMENT**

A Portion of the Northwest quarter of Section 21, Township 11 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona,;

A 12 foot wide screen easement lying within said Northwest quarter of Section 21, described as follows;

The North 12 feet of the three adjoining parcels as described in Docket 11195 Page 431, Docket 12780

Page 5117, and Docket 10914 Page 2076, recorded in the Records Office, of Pima County, Arizona;



Expires 3/31/2016

Northwest line
of Section 21

12'
Screen Esmt.

12.0'

Parcel
222-45-0060
Dk10914 Pg 2076

Parcel
222-45-0050
Dk12780 Pg 5117

Parcel
222-45-0070
Dk11195 Pg 431



Easement Area =
+/- .19 Acres

N



PIMA COUNTY SURVEY

A 12 FOOT SCREEN EASEMENT

LOCATED IN THE NW QUARTER OF SECTION 21 TOWNSHIP 11
SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 20 March 2015

Drawn By: EWK

Sheet 2 of 2



**SANTA CATALINA CATHOLIC CHURCH
ACCESS EASEMENT**

ALL THAT PORTION OF ASSESSORS TAX PARCEL 222-45-009C AS RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA;

THENCE NORTH 89°34'43" EAST (NORTH 89°36'03" EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 1064.30 FEET (1063.92 FEET RECORD) TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN DOCKET 12780 AT PAGE 5117, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE SOUTH 16°58'46" WEST (RECORD AND MEASURED) ALONG THE WESTERLY LINE OF SAID PARCEL, 324.65 FEET (324.55 FEET RECORD) TO THE NORTHEAST CORNER OF THAT PARCEL RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE CONTINUE SOUTH 16°58'46" WEST ALONG THE EASTERLY LINE OF SAID PARCEL, 449.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 16°58'46" WEST ALONG SAID EASTERLY LINE 165.82 FEET TO AN ANGLE POINT;

THENCE SOUTH 16°23'43" WEST ALONG SAID EASTERLY LINE 31.62 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 72°41'56" WEST (NORTH 72°40'29" WEST RECORD) ALONG THE SOUTHERLY LINE THEREOF, 374.52 FEET (374.53 FEET RECORD) TO AN ANGLE POINT;

THENCE NORTH 22°51'03" EAST (NORTH 22°48'17" EAST RECORD) ALONG SAID SOUTHERLY LINE, 24.69 FEET (24.67 FEET RECORD) TO AN ANGLE POINT;

THENCE NORTH 73°45'57" WEST (NORTH 73°45'49" WEST RECORD) ALONG SAID SOUTHERLY LINE, 49.26 FEET (49.27 FEET RECORD) TO THE SOUTHWEST CORNER

THEREOF, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89 (ORACLE ROAD);

THENCE NORTH 16°13'52" EAST (NORTH 16°14'00" EAST RECORD) ALONG SAID EASTERLY RIGHT OF WAY LINE, AND THE WEST LINE OF SAID PARCEL RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA, 59.91 FEET;

THENCE SOUTH 73°45'05" EAST, 314.46 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 120.00;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°41'00", AN ARC DISTANCE OF 106.15 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE NORTH 16°58'46" EAST, 62.36 FEET;

THENCE SOUTH 73°01'14" EAST, 15.00 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA, AND THE POINT OF BEGINNING;

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 16°58'46" WEST ALONG THE FOUND EAST LINE MONUMENTATION OF THIS SURVEY.



EXPIRES 12/31/2014

J. LEONARD FONTES JR., R.L.S.

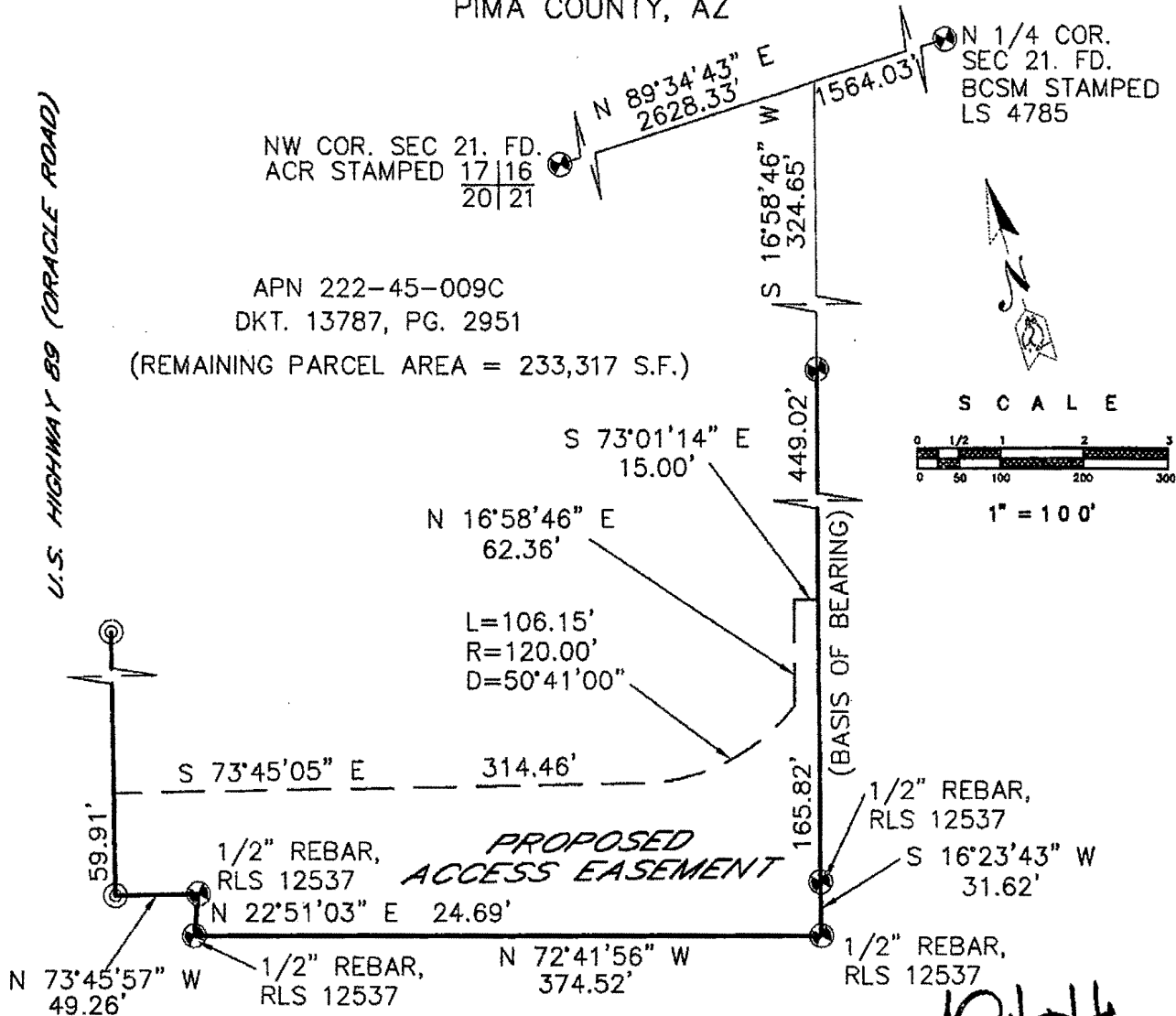
PROPOSED ACCESS EASEMENT
SANTA CATALINA CATHOLIC CHURCH
PORTION OF SECTION 21, T11S, R14E, G&SRM,
PIMA COUNTY, AZ

U.S. HIGHWAY 89 (ORACLE ROAD)

NW COR. SEC 21. FD.
ACR STAMPED 17/16
20/21

APN 222-45-009C
DKT. 13787, PG. 2951

(REMAINING PARCEL AREA = 233,317 S.F.)



BASIS OF BEARING

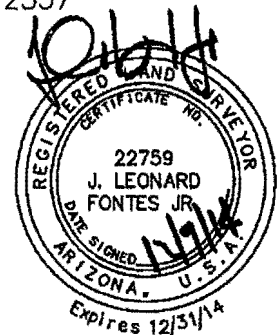
BASIS OF BEARING WAS S 16°58'46" W ALONG THE FOUND EAST LINE MONUMENTATION OF THIS SURVEY.

LEGEND SYMBOLS

- ⊗ FOUND MONUMENTATION AS NOTED
- ⊙ NOTHING FOUND OR SET
- ⊙ SET 1/2" DIAM. REBAR AND BRASS TAG, LS 22759



EASEMENT AREA = 38,501 S.F.



JOB NO. CPEC 341
12/05/2014

CPE CONSULTANTS

3895 N. BUSINESS CENTER DR., STE. 115
Tucson, AZ 85701 (520) 545-7001



Coalition for Sonoran Desert Protection

300 E. University Blvd., Suite 120
Tucson, Arizona 85705
p (520) 388-9925 • f (520) 791-7709
www.sonorandesert.org

Arizona Center for Law
in the Public Interest

Arizona League of Conservation
Voters Education Fund

Arizona Native Plant Society

Bat Conservation International

Cascabel Conservation
Association

Center for Biological Diversity

Center for Environmental
Connections

Center for Environmental Ethics
Defenders of Wildlife

Desert Watch

Drylands Institute

Empire Fagan Coalition

Environmental and Cultural
Conservation Organization

Environmental Law Society

Friends of Cabeza Prieta

Friends of Ironwood Forest

Friends of Madera Canyon

Friends of Saguaro National
Park

Friends of Tortolita

Gates Pass Area Neighborhood
Association

Native Seeds/SEARCH

Neighborhood Coalition of
Greater Tucson

Northwest Neighborhoods
Alliance

Protect Land and
Neighborhoods

Safford Peak Watershed
Education Team

Save the Scenic Santa Ritas

Sierra Club--Grand Canyon
Chapter

Sierra Club--Rincon Group

Silverbell Mountain Alliance

Sky Island Alliance

Sky Island Watch

Society for Ecological
Restoration

Sonoran Arthropod
Studies Institute

Sonoran Permaculture Guild

Southwestern Biological
Institute

Tortolita Homeowners
Association

Tucson Audubon Society

Tucson Herpetological Society

Tucson Mountains Association

Wildlands Network

Women for Sustainable
Technologies

February 3, 2015

Fr. Larry Sanders, Pastor
Santa Catalina Catholic Church
14380 N Oracle Rd.
Tucson, AZ 85739

**RE: Work Agreement for State Route 77 Wildlife Overpass Re-vegetation
Project Between Coalition for Sonoran Desert Protection and Santa
Catalina Catholic Church**

Dear Fr. Sanders:

This is a description of a work agreement between the Coalition for Sonoran Desert Protection and the Santa Catalina Catholic Church (SCCC) for the completion of a re-vegetation project on the north side of the entrance road to the church adjacent to the site of the future State Route 77 Wildlife Overpass.

The Coalition and two of its member groups, Sky Island Alliance and Tucson Audubon Society, will be completing the re-vegetation project through the assistance of volunteers. We agree to complete the following tasks related to the re-vegetation project:

1. Trench and prepare the site for the irrigation system.
2. Provide all tools and labor for the installation of the irrigation system.
3. Procure all necessary plant materials, seed, and rock materials for the project.
4. Recruit volunteers and publicize the planting events.
5. Deliver all plant materials and provide the necessary tools and volunteers for the re-vegetation.
6. Arrange for rock delivery to the site.
7. Manage volunteers on-site during the planting events.
8. Ensure a clean, safe, and orderly work site in coordination with the SCCC.
9. Develop a "field guide" of non-native invasive plant species that are likely to occur in the project area, with treatment options, to assist with future project maintenance by the SCCC.
10. Remove the protective plant cages once the plants have become established.
11. Develop and provide appropriate maintenance protocols to the SCCC.

The Santa Catalina Catholic Church agrees to complete the following tasks related to the re-vegetation project:

EXHIBIT E

1. Remove the northern travel lane of the entrance road.
2. De-compact the ground surface of the planting area and rip this area to a depth of 12-18 inches prior to plant installation and the planting volunteer days. (This only applies to the portion of the planting area that is currently the northern travel of the entrance road.)
3. Mark the location of utilities in the planting area (via Blue Stake) prior to plant installation and the planting volunteer days.
4. Clear parameters for planting offsets prior to planting installation and the planting volunteer days.
5. Maintain the re-vegetation area after plant installation per agreement.
6. Pay for all labor and materials as listed in Attachment A and B.

Attachment A is an estimated budget for the project, including labor costs and supplies such as plant materials, seed mix, and irrigation equipment. This budget is our best estimate at this time but is subject to change.

We may be able to incorporate plant materials salvaged from the new easement into the wildlife corridor planting; this will require coordination as soon as possible so that plant species and quantities can be adjusted if necessary. Our budget does not include salvaging the plants, but could include installation of plants of small size. We are not equipped to install large plant materials such as box trees or mature saguaros.

The Coalition for Sonoran Desert Protection will coordinate the involvement of Sky Island Alliance and Tucson Audubon Society in the re-vegetation project and will remain the primary point of contact for the project. If you have any questions or would like further information about the outlined tasks and responsibilities or estimated budget, please do not hesitate to contact me and I will try to answer your questions as quickly as possible.

Sincerely,

Carolyn Campbell
Executive Director
Coalition for Sonoran Desert Protection

By signing below, you agree to the assignment of tasks and responsibilities outlined above.

Signature _____ Date _____

Fr. Larry Sanders, Pastor
Santa Catalina Catholic Church

ATTACHMENT A – ESTIMATED BUDGET FOR THE STATE ROUTE 77 WILDLIFE OVERPASS WILDLIFE RE-VEGETATION PROJECT

Labor Hours							
	Task	Irrigation Manager + Crew Leader	Irrigation Restoration Crew	Planting Program Manager	Planting Restoration Coordinator	Project Manager	Total
1	Planning & Preparation	24+16	0	40	8	40	128
2	Installation: trenching + staging	8+12	24	0	0	0	44
3	Installation : volunteer day	16	32	0	0	0	50
4	Drip install & plant install volunteer days	10	20	60	50	0	140
5	Maintenance and Monitoring	0	0	24	0	0	24
					Total Labor Hours		384
Labor Cost							
	Rates	\$50	\$40	\$50	\$40	\$40	Total
1	Planning & Preparation	\$2,000	\$0	\$2,000	\$320	\$1,600	\$5,920
2	Installation: trenching + staging	\$1,000	\$960	\$0	\$0	\$0	\$1,960
3	Installation: volunteer days	\$800	\$1280	\$0	\$0	\$0	\$2,080
4	Drip install & plant install volunteer days	\$500	\$800	\$3,000	\$2,000	\$0	\$6,300
5	Maintenance and Monitoring	\$0	\$0	\$1,200	\$0	\$0	\$1,200
					Total Labor Cost		\$17,460
Supplies and Other Expenses							
IRRIGATION							
1	Drip system						\$1,000
2	Sprinkler system						\$2,000
3	Equipment rental – trencher						\$150
4	Gas/Travel Expenses/Trailer						\$350

PLANTINGS						
5	Container Plant Materials					\$2,486
6	Seed Mix					\$500
7	Tools					\$1,000
8	Travel					\$533
9	Rocks					\$2,000
		Total Supplies and Other Expenses				\$10,019
		TOTAL ESTIMATED COST				\$27,479

When recorded, return to:

Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701

EXEMPT PER A.R.S. §11-1134(A) (3)

DRIVEWAY EASEMENT

PIMA COUNTY, a political subdivision of the State of Arizona ("**Grantor**"), hereby conveys to SANTA CATALINA ROMAN CATHOLIC PARISH-TUCSON, an Arizona nonprofit corporation ("**Grantee**"), a non-exclusive driveway easement (the "**Easement**") over the property described on Exhibit A and depicted in Exhibit A-1 (the "**Easement Area**") to benefit the property described on Exhibit B and depicted in Exhibit B-1 (the "**Benefitted Estate**") according to the following terms:

1. Grantee's Permitted Use. Grantee and Grantee's agents, employees, and contractors may use the Easement Area to construct a two (2) lane driveway, twenty-six (26) feet in width, with a two (2) foot shoulder on each side of the driveway, for Grantee's agents, employees, and contractors and Grantee's invitees' ingress and egress to and from the Benefitted Estate (the "**Permitted Use**") and to and from Oracle Road. Any reference to the **Easement Area** in this Easement shall also be a reference to and include the driveway, shoulder zone, any lighting and/or signage constructed in the shoulder zone, and any gating limiting public access to the Easement Area during times prescribed by Grantee.

2. Maintenance. Grantee shall maintain the Easement Area and all improvements that Grantee constructs or causes to be constructed within the Easement Area at Grantee's sole cost and expense. Grantor is not required to perform or pay for any construction in or maintenance of the Easement Area. Should Grantor hereafter sell or lease the Easement Area to any third party, Grantor shall require the new owner of the Easement Area, or its tenant of the Easement Area, to negotiate with Grantee terms of payment related to the future maintenance, or restrictions pertaining to the future use, of all the improvements that Grantee constructs or causes to be constructed within the Easement Area.

3. Restrictions on Grantor's Use. Grantor shall not construct any improvements within the Easement Area that would interfere with Grantee's Permitted Use. Notwithstanding the foregoing, Grantor, and its employees, agents and invitees, shall have unrestricted access to and use of the Easement Area, provided Grantor shall not interfere with the Permitted Use.

4. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from any and all Santa Catalina RC Church Driveway Easement v.4 clean mds 22515

EXHIBIT F

present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee and Grantee's agents, employees, and contractors, in connection with Grantee's or Grantee's agents', employees', contractors' or invitees' use of the Easement Area. Grantor shall indemnify, defend, and hold Grantee harmless from any and all present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantor and Grantor's agents, employees, contractors and invitees, in connection with Grantor's or Grantor's agents', employees', contractors' or invitees' use of the Easement Area.

5. Term. This Easement is perpetual in nature.

6. Covenant to Run with Land. This Easement is a covenant that runs with the land and will inure to the benefit of and be binding upon the successors in interest to Grantor and Grantee.

7. Relocation. Grantor has the right to relocate the Easement Area to another portion of Grantor's property (the "Relocated Easement Area") provided that the Easement Area will remain open to Grantee and Grantee's invitees for ingress and egress to and from the Benefitted Estate and to and from Oracle Road until such time as Grantor constructs and opens the alternative ingress/egress improvements upon the Relocated Easement Area as set forth below. In the event Grantor exercises its right to relocate the Easement Area, Grantor will construct alternative ingress/egress improvements upon the Relocated Easement Area to at least the same specifications set forth in Section 1 of this Easement, at Grantor's sole cost and expense, to ensure Grantee's agents, employees, and contractors and Grantee's invitees' continuous alternative ingress and egress to and from the Benefitted Property and to and from Oracle Road. Upon completion of the alternative access improvements, Grantee shall record a release of this Easement and Grantor shall record a new ingress/egress easement in favor of the Benefitted Estate over the Relocated Easement Area. Grantee's maintenance and indemnity obligations under Sections 2 and 4 of this Easement respectively, shall be included in the new ingress/egress easement and shall apply to the alternative ingress/egress improvements that Grantor will have constructed in the Relocated Easement Area.

8. Amendment. This Easement may only be amended by a written instrument executed by the owners of the Easement Area and the Benefitted Estate at the time the purported amendment is made. Any such amendment shall be recorded in the records of the Pima County Recorder and shall refer to this Easement.

[All signatures are on the next page.]

Dated this _____ day of _____, 2015.

ATTEST:

PIMA COUNTY:

Robin Brigode, Clerk of the Board

Sharon Bronson
Chair, Pima County Board of Supervisors

Approved as to form:

Approved as to content:

Tobin Rosen, Deputy County Attorney

Neil J. Konigsberg, Manager
Pima County Real Property Services

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Sharon Bronson, Chair, Pima County Board of Supervisors.

Notary Public

My Commission Expires:

SANTA CATALINA ROMAN CATHOLIC
PARISH-TUCSON, an Arizona Non-Profit Corporation

By: _____

Date

Its: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

On this _____ day of _____, 2015, before me personally appeared _____, whom I know personally or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above document.

(Seal)

Notary Public

My commission expires:

WHEN RECORDED RETURN TO:

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

Exempt per A.R.S. §11-1134(A)(2)

NATURAL VEGETATION SCREEN EASEMENT

For valuable consideration, Santa Catalina Roman Catholic Parish- Tucson, an Arizona non-profit corporation, ("Grantor" or "Church"), does hereby grant to Pima County, a political subdivision of the State of Arizona ("Grantee" or "County"), a permanent easement (the "Easement") for the installation and maintenance of a natural vegetation screen over and across Grantor's property, as more particularly described below and expressly subject to the terms and conditions of this Easement.

RECITALS

- A. Grantor is the owner of that certain real property legally described and depicted, collectively, on the attached Exhibit A, and also known as Assessor's Parcel Numbers 222-45-0050; 222-45-0060; and 222-45-0070 (collectively, the "Property").
- B. Directly adjacent to the northern boundary of the Property is land owned by the Arizona State Land Department, which is part of a natural wildlife corridor between the Santa Catalina and Tortolita mountain ranges, and which will be utilized to encourage the safe movement of wildlife to an above-ground wildlife crossing to be constructed over State Highway 77, also known as Oracle Road.
- C. County wishes to install and maintain a natural vegetation screen along the northernmost 12 feet of the Property, as legally described and depicted, collectively, on the attached Exhibit B (the "Easement Area") for the purpose of visually screening and buffering the wildlife corridor from the activities occurring on the remainder of the Property.
- D. County desires to obtain a perpetual easement over and upon the Easement Area for the purposes set forth in Recital C above, and Church desires to grant County a perpetual easement over and upon the Easement Area for those purposes.

EXHIBIT G

TERMS AND CONDITIONS

1. Grantor will obtain and provide to County, at Grantor's sole cost and expense, sufficient various types of vegetation, including but not limited to trees, bushes, plants, shrubs and cacti (collectively, the "Vegetation"), to create the necessary screening within the Easement Area as County determines is necessary for the proper screening of the wildlife corridor. Grantor agrees to allow County, including County's agents, employees and contractors, entry to the Property, as reasonably required, to plant and maintain the Vegetation. Grantor will also obtain and install at Grantor's sole cost and expense, any and all irrigation lines and equipment within the Easement Area and connecting to Grantor's potable or reclaimed water supply as County may determine will be necessary to the growth and maintenance of the Vegetation.
2. Prior to County's entry upon the Easement Area to commence construction of the natural vegetation screen, Grantor will, at Grantor's sole cost and expense and to County's satisfaction, remove the northernmost lane of its existing paved 3-lane driveway running east and west across the Easement Area. Such removal shall occur not later than one-hundred twenty (120) days after the date this Easement is recorded in the Office of the Pima County Recorder.
3. After completion of the installation of the natural vegetation screen, County will be responsible for maintaining the Easement Area, including trimming trees and other vegetation as needed, in County's sole discretion, removal of any and all non-native species, and repair, maintenance and, if necessary, replacement of that portion of the irrigation system lying within the Easement Area. Grantor shall be solely responsible for repair, maintenance and, if necessary, replacement of that portion of the irrigation system lying outside of the Easement Area and for any and all water service costs arising out of Grantee's use of the irrigation system to ensure the growth and maintenance of the Vegetation pursuant to this Easement.
4. Church is expressly prohibited from erecting any structures, permanent or otherwise, on the Easement Area, and from removing or damaging the Vegetation or irrigation system, or any part thereof. Church is further prohibited from disturbing the soil of the Easement Area in any manner, including but not limited to digging, scraping, chemical spraying or burning, or removal of any of the Vegetation situated thereon.
5. Church shall be solely responsible for any accident or damage occurring on or to the vegetation screen as a result of Church's conduct or the conduct of Church's guests,

licensees, invitees and lessees, if any. Church will indemnify, save and hold harmless County from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description arising out of any error, fault, mistake, negligent or intentional act or omission of Church, Church's guests, licensees, invitees or lessees within the Easement Area. The maintenance of the vegetation screen will be the sole responsibility of County.

6. To provide for future maintenance, repair, removal and replacement of the vegetation screen and the associated irrigation system, Church shall allow County right-of-entry to Church's adjacent land, as required, to facilitate any necessary maintenance. Any such maintenance activities shall be done in a manner as to cause as little disruption to the Property as reasonably possible. County agrees to give Church not less than twenty-four (24) hours' notice when access is needed for maintenance purposes. In the event of an emergency, and upon notification by County, Church agrees to grant County immediate right-of-entry. Such rights-of-entry shall require no compensation from County to Church, or any successor-in-interest to Church.
7. County and Church agree that the fire lane required by the Golder Ranch Fire District, which presently encroaches on the Easement, shall remain in place and County expressly accepts the Easement subject to the existing fire lane.
8. County shall be solely responsible for any accident or damage occurring on or to Church's property caused by the negligent acts or conduct of County, its employees, servants or agents.
9. These terms and conditions shall be binding upon and inure to the benefit of the parties to this easement, and their respective successors-in-interest, assigns and lessees. Further, Grantor and Grantor's successors shall advise all successor lessees, if any, of the rights and obligations of the parties hereunder.

IN WITNESS WHEREOF, this grant of easement is executed by the parties hereto and shall be effective as of the date it is executed by the Pima County Board of Supervisors.

GRANTOR:

SANTA CATALINA ROMAN CATHOLIC
PARISH-TUCSON, an Arizona Non-Profit Corporation

By: _____

Date

Its: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

On this _____ day of _____, 2015, before me personally appeared _____, whom I know personally or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above document.

(Seal)

Notary Public

My commission expires:

GRANTEE: PIMA COUNTY, a body politic and corporate of the State of Arizona:

Sharon Bronson, Chair, Board of Supervisors

Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Pima County
Real Property Services

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney, Civil Division

Tax Parcel Numbers: An easement over a portion of 222-45-0050; 222-45-0060;
and 222-45-0070.

When recorded, return to:

Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701

EXEMPT PER A.R.S. §11-1134(A) (3)

DRIVEWAY EASEMENT

PIMA COUNTY, a political subdivision of the State of Arizona ("**Grantor**"), hereby conveys to SANTA CATALINA ROMAN CATHOLIC PARISH-TUCSON, an Arizona nonprofit corporation ("**Grantee**"), a non-exclusive driveway easement (the "**Easement**") over the property described on Exhibit A and depicted in Exhibit A-1 (the "**Easement Area**") to benefit the property described on Exhibit B and depicted in Exhibit B-1 (the "**Benefitted Estate**") according to the following terms:

1. Grantee's Permitted Use. Grantee and Grantee's agents, employees, and contractors may use the Easement Area to construct a two (2) lane driveway, twenty-six (26) feet in width, with a two (2) foot shoulder on each side of the driveway, for Grantee's agents, employees, and contractors and Grantee's invitees' ingress and egress to and from the Benefitted Estate (the "**Permitted Use**") and to and from Oracle Road. Any reference to the **Easement Area** in this Easement shall also be a reference to and include the driveway, shoulder zone, any lighting and/or signage constructed in the shoulder zone, and any gating limiting public access to the Easement Area during times prescribed by Grantee.

2. Maintenance. Grantee shall maintain the Easement Area and all improvements that Grantee constructs or causes to be constructed within the Easement Area at Grantee's sole cost and expense. Grantor is not required to perform or pay for any construction in or maintenance of the Easement Area. Should Grantor hereafter sell or lease the Easement Area to any third party, Grantor shall require the new owner of the Easement Area, or its tenant of the Easement Area, to negotiate with Grantee terms of payment related to the future maintenance, or restrictions pertaining to the future use, of all the improvements that Grantee constructs or causes to be constructed within the Easement Area.

3. Restrictions on Grantor's Use. Grantor shall not construct any improvements within the Easement Area that would interfere with Grantee's Permitted Use. Notwithstanding the foregoing, Grantor, and its employees, agents and invitees, shall have unrestricted access to and use of the Easement Area, provided Grantor shall not interfere with the Permitted Use.

4. Indemnity. Grantee shall indemnify, defend, and hold Grantor harmless from any and all

present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee and Grantee's agents, employees, and contractors, in connection with Grantee's or Grantee's agents', employees', contractors' or invitees' use of the Easement Area. Grantor shall indemnify, defend, and hold Grantee harmless from any and all present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantor and Grantor's agents, employees, contractors and invitees, in connection with Grantor's or Grantor's agents', employees', contractors' or invitees' use of the Easement Area.

5. Term. This Easement is perpetual in nature.

6. Covenant to Run with Land. This Easement is a covenant that runs with the land and will inure to the benefit of and be binding upon the successors in interest to Grantor and Grantee.

7. Relocation. Grantor has the right to relocate the Easement Area to another portion of Grantor's property (the "Relocated Easement Area") provided that the Easement Area will remain open to Grantee and Grantee's invitees for ingress and egress to and from the Benefitted Estate and to and from Oracle Road until such time as Grantor constructs and opens the alternative ingress/egress improvements upon the Relocated Easement Area as set forth below. In the event Grantor exercises its right to relocate the Easement Area, Grantor will construct alternative ingress/egress improvements upon the Relocated Easement Area to at least the same specifications set forth in Section 1 of this Easement, at Grantor's sole cost and expense, to ensure Grantee's agents, employees, and contractors and Grantee's invitees' continuous alternative ingress and egress to and from the Benefitted Property and to and from Oracle Road. Upon completion of the alternative access improvements, Grantee shall record a release of this Easement and Grantor shall record a new ingress/egress easement in favor of the Benefitted Estate over the Relocated Easement Area. Grantee's maintenance and indemnity obligations under Sections 2 and 4 of this Easement respectively, shall be included in the new ingress/egress easement and shall apply to the alternative ingress/egress improvements that Grantor will have constructed in the Relocated Easement Area.

8. Amendment. This Easement may only be amended by a written instrument executed by the owners of the Easement Area and the Benefitted Estate at the time the purported amendment is made. Any such amendment shall be recorded in the records of the Pima County Recorder and shall refer to this Easement.

[All signatures are on the next page.]

Dated this _____ day of _____, 2015.


ATTEST:

PIMA COUNTY:

Robin Brigode, Clerk of the Board


Sharon Bronson
Chair, Pima County Board of Supervisors

Approved as to form:



Tobin Rosen, Deputy County Attorney

Approved as to content:



Neil J. Konigsberg, Manager
Pima County Real Property Services

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Sharon Bronson, Chair, Pima County Board of Supervisors.

Notary Public

My Commission Expires:

SANTA CATALINA ROMAN CATHOLIC
PARISH-TUCSON, an Arizona Non-Profit Corporation

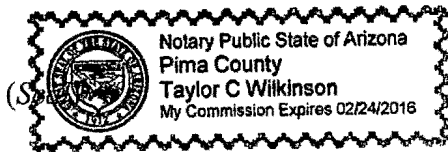
By: [Signature]

Apr 6, 2015
Date

Its: President

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

On this 6th day of April, 2015, before me personally appeared Lawrence Sanders, whom I know personally or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above document.



[Signature]
Notary Public

My commission expires: 02/24/2016



EXHIBIT A

SANTA CATALINA CATHOLIC CHURCH ACCESS EASEMENT

ALL THAT PORTION OF ASSESSORS TAX PARCEL 222-45-009C AS RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA;

THENCE NORTH 89°34'43" EAST (NORTH 89°36'03" EAST RECORD) ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 1064.30 FEET (1063.92 FEET RECORD) TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN DOCKET 12780 AT PAGE 5117, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE SOUTH 16°58'46" WEST (RECORD AND MEASURED) ALONG THE WESTERLY LINE OF SAID PARCEL, 324.65 FEET (324.55 FEET RECORD) TO THE NORTHEAST CORNER OF THAT PARCEL RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE CONTINUE SOUTH 16°58'46" WEST ALONG THE EASTERLY LINE OF SAID PARCEL, 449.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 16°58'46" WEST ALONG SAID EASTERLY LINE 165.82 FEET TO AN ANGLE POINT;

THENCE SOUTH 16°23'43" WEST ALONG SAID EASTERLY LINE 31.62 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE NORTH 72°41'56" WEST (NORTH 72°40'29" WEST RECORD) ALONG THE SOUTHERLY LINE THEREOF, 374.52 FEET (374.53 FEET RECORD) TO AN ANGLE POINT;

THENCE NORTH 22°51'03" EAST (NORTH 22°48'17" EAST RECORD) ALONG SAID SOUTHERLY LINE, 24.69 FEET (24.67 FEET RECORD) TO AN ANGLE POINT;

THENCE NORTH 73°45'57" WEST (NORTH 73°45'49" WEST RECORD) ALONG SAID SOUTHERLY LINE, 49.26 FEET (49.27 FEET RECORD) TO THE SOUTHWEST CORNER

THEREOF, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89 (ORACLE ROAD);

THENCE NORTH $16^{\circ}13'52''$ EAST (NORTH $16^{\circ}14'00''$ EAST RECORD) ALONG SAID EASTERLY RIGHT OF WAY LINE, AND THE WEST LINE OF SAID PARCEL RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA, 59.91 FEET;

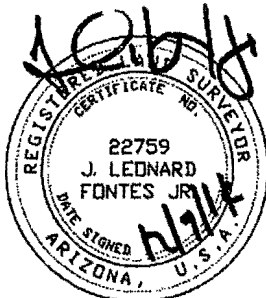
THENCE SOUTH $73^{\circ}45'05''$ EAST, 314.46 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 120.00;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $50^{\circ}41'00''$, AN ARC DISTANCE OF 106.15 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE NORTH $16^{\circ}58'46''$ EAST, 62.36 FEET;

THENCE SOUTH $73^{\circ}01'14''$ EAST, 15.00 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL RECORDED IN DOCKET 13787 AT PAGE 2951, RECORDS OF PIMA COUNTY, ARIZONA, AND THE POINT OF BEGINNING;

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH $16^{\circ}58'46''$ WEST ALONG THE FOUND EAST LINE MONUMENTATION OF THIS SURVEY.



EXPIRES 12/31/2014

J. LEONARD FONTES JR., R.L.S.

PROPOSED ACCESS EASEMENT SANTA CATALINA CATHOLIC CHURCH

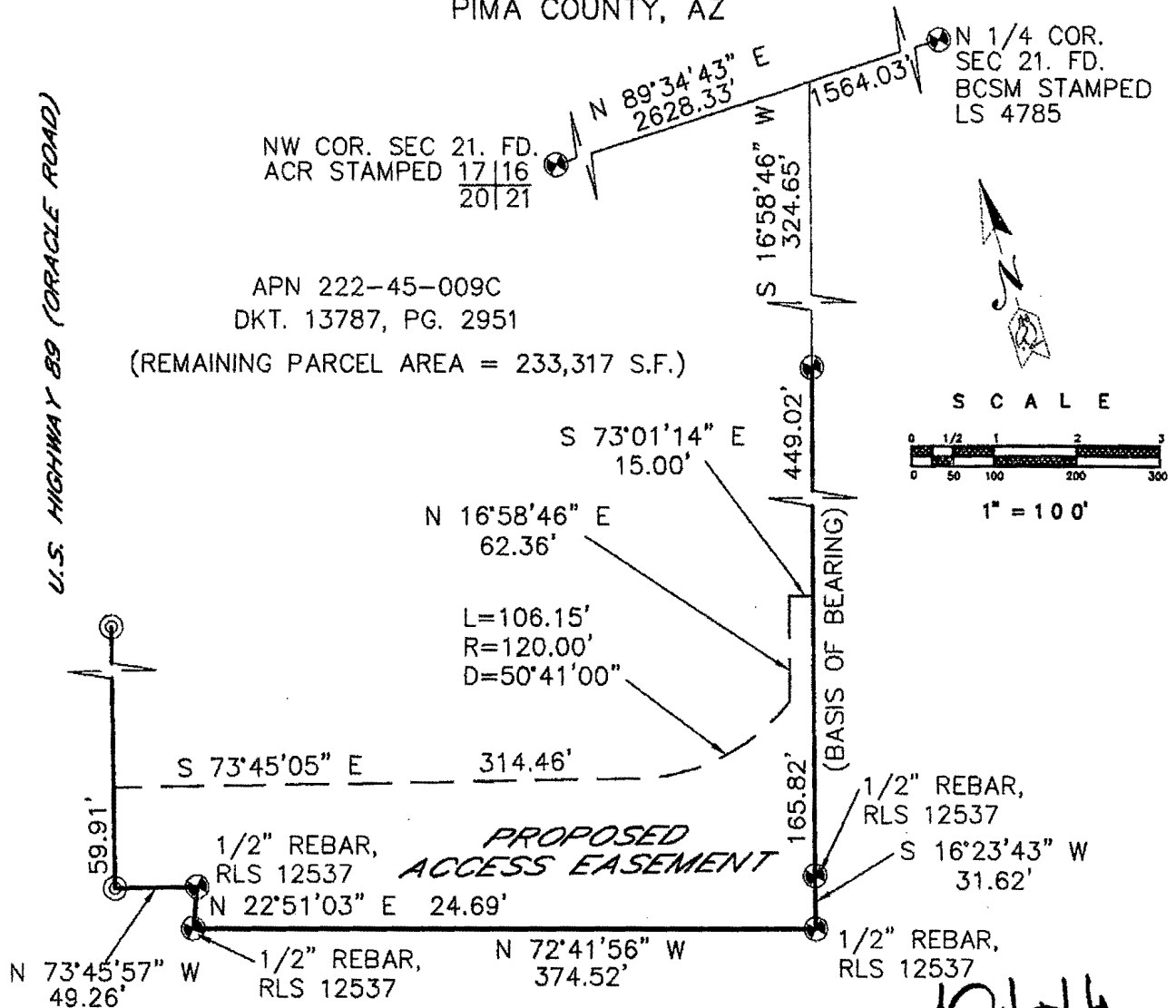
PORTION OF SECTION 21, T11S, R14E, G&SRM,
PIMA COUNTY, AZ

U.S. HIGHWAY 89 (ORACLE ROAD)

NW COR. SEC 21. FD.
ACR STAMPED 17/16
20/21

APN 222-45-009C
DKT. 13787, PG. 2951

(REMAINING PARCEL AREA = 233,317 S.F.)



BASIS OF BEARING

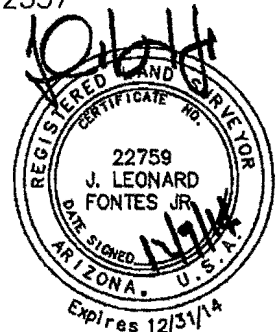
BASIS OF BEARING WAS S 16°58'46" W ALONG THE FOUND
EAST LINE MONUMENTATION OF THIS SURVEY.

LEGEND SYMBOLS

- ⊗ FOUND MONUMENTATION AS NOTED
- ⊙ NOTHING FOUND OR SET
- ⊙ SET 1/2" DIAM. REBAR AND BRASS TAG, LS 22759



EASEMENT AREA = 38,501 S.F.



JOB NO. CPEC 341
12/05/2014

CPE CONSULTANTS

3895 N. BUSINESS CENTER DR., STE. 115
Tucson, AZ 85701 (520) 545-7001

EXHIBIT "A-1"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that part of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Section 21, said corner being a marked stone;

THENCE North 89 degrees 36 minutes 03 seconds East, 1313.91 along the North Section line to the Northeast corner of said Northwest Quarter of Section 21; said point being the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 05 minutes 29 seconds East, 896.30 feet along the East line of the Northwest Quarter of the Northwest Quarter;

THENCE South 89 degrees 36 minutes 03 seconds West, 525.67 feet;

THENCE North 16 degrees 58 minutes 42 seconds East, 939.15 feet;

THENCE North 89 degrees 36 minutes 03 seconds East, 250.00 feet along the North Section line back to the TRUE POINT OF BEGINNING.

Except any portion thereof lying within property described in Docket 11705 at Page 6345.

PARCEL II:

A non-exclusive easement for roadway and utility purposes over the North 30.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, lying East of the right-of-way of the Tucson-Florence Highway.

Parcel III

That portion of the Northwest quarter of the Northwest quarter of Section 21, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

From the Northwest corner of Section 21;

thence North 89 degrees 36 minutes 03 seconds East along the North line of Section 21, 611.44 feet to its intersection with the Easterly right of way line of the Tucson - Florence Highway;

thence continue North 89 degrees 36 minutes 03 seconds East along the North line of Section 21, 203.52 feet to the Point of Beginning;

thence continue North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 248.96 feet;

thence South 16 degrees 58 minutes 46 seconds West, 324.55 feet;

thence North 73 degrees 45 minutes 54 seconds West, 234.32 feet;

thence North 16 degrees 14 minutes 00 seconds East parallel with the Easterly right of way line of said

Exhibit "B"

Tucson Florence Highway, 253.26 feet to the Point of Beginning.

Parcel IV:

That portion of the Northwest Quarter of the Northwest quarter of Section 21 Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

from the Northwest corner of said Section 21;

thence North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 611.44 feet to its intersection with the Easterly right of way line of the Tucson - Florence Highway, as it now exists, said point being the True Point of Beginning;

thence continue North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 203.52 feet to a point;

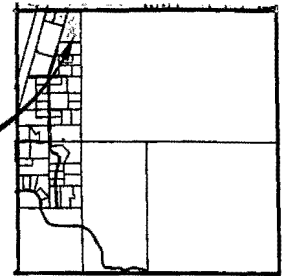
thence South 16 degrees 14 minutes 00 seconds West 253.26 feet to a point;

thence North 73 degrees 45 minutes 54 seconds West, 195.00 feet to a point on the Easterly right of way line of said Tucson - Florence Highway;

thence North 16 degrees 14 minutes 00 seconds East, along the Easterly right of way line of said Tucson - Florence Highway , 195.00 feet to the Point of Beginning.

SANTA CATALINA ROMAN CATHOLIC PARISH EXCHANGE OF EASEMENTS

SUBJECT AREA

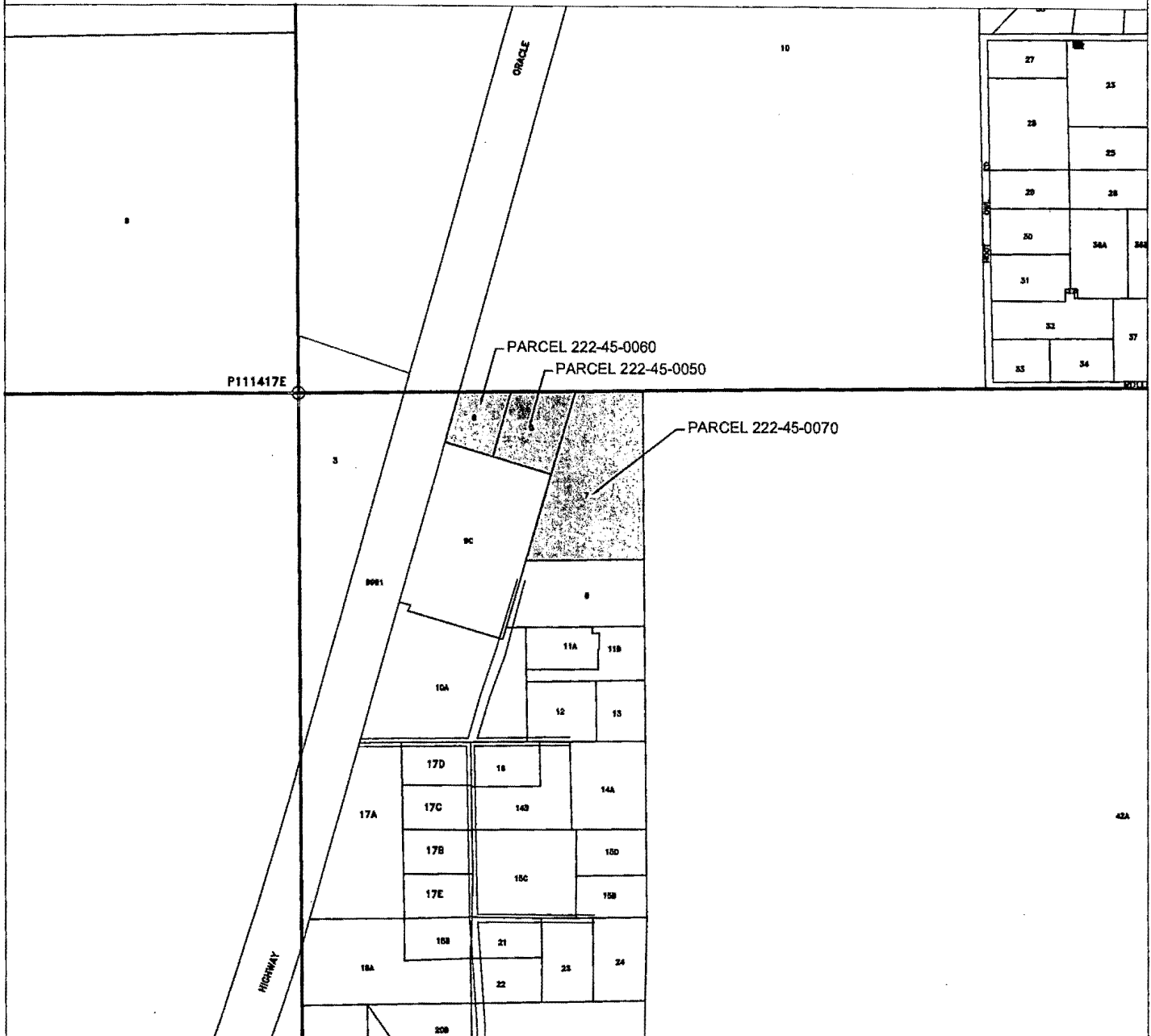


TOWNSHIP 11 G&SRM
PIMA COUNTY, ARIZONA



TAX PARCEL
222-45-0050; -0060; & -0070

SECTION 21
TOWNSHIP 11 SOUTH
RANGE 14 EAST



15008

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: MAR 2015

WHEN RECORDED RETURN TO:

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

Exempt per A.R.S. §11-1134(A)(2)

NATURAL VEGETATION SCREEN EASEMENT

For valuable consideration, Santa Catalina Roman Catholic Parish- Tucson, an Arizona non-profit corporation, ("Grantor" or "Church"), does hereby grant to Pima County, a political subdivision of the State of Arizona ("Grantee" or "County"), a permanent easement (the "Easement") for the installation and maintenance of a natural vegetation screen over and across Grantor's property, as more particularly described below and expressly subject to the terms and conditions of this Easement.

RECITALS

- A. Grantor is the owner of that certain real property legally described and depicted, collectively, on the attached **Exhibit A**, and also known as Assessor's Parcel Numbers 222-45-0050; 222-45-0060; and 222-45-0070 (collectively, the "Property").
- B. Directly adjacent to the northern boundary of the Property is land owned by the Arizona State Land Department, which is part of a natural wildlife corridor between the Santa Catalina and Tortolita mountain ranges, and which will be utilized to encourage the safe movement of wildlife to an above-ground wildlife crossing to be constructed over State Highway 77, also known as Oracle Road.
- C. County wishes to install and maintain a natural vegetation screen along the northernmost 12 feet of the Property, as legally described and depicted, collectively, on the attached **Exhibit B** (the "Easement Area") for the purpose of visually screening and buffering the wildlife corridor from the activities occurring on the remainder of the Property.
- D. County desires to obtain a perpetual easement over and upon the Easement Area for the purposes set forth in Recital C above, and Church desires to grant County a perpetual easement over and upon the Easement Area for those purposes.

TERMS AND CONDITIONS

1. Grantor will obtain and provide to County, at Grantor's sole cost and expense, sufficient various types of vegetation, including but not limited to trees, bushes, plants, shrubs and cacti (collectively, the "Vegetation"), to create the necessary screening within the Easement Area as County determines is necessary for the proper screening of the wildlife corridor. Grantor agrees to allow County, including County's agents, employees and contractors, entry to the Property, as reasonably required, to plant and maintain the Vegetation. Grantor will also obtain and install at Grantor's sole cost and expense, any and all irrigation lines and equipment within the Easement Area and connecting to Grantor's potable or reclaimed water supply as County may determine will be necessary to the growth and maintenance of the Vegetation.
2. Prior to County's entry upon the Easement Area to commence construction of the natural vegetation screen, Grantor will, at Grantor's sole cost and expense and to County's satisfaction, remove the northernmost lane of its existing paved 3-lane driveway running east and west across the Easement Area. Such removal shall occur not later than one-hundred twenty (120) days after the date this Easement is recorded in the Office of the Pima County Recorder.
3. After completion of the installation of the natural vegetation screen, County will be responsible for maintaining the Easement Area, including trimming trees and other vegetation as needed, in County's sole discretion, removal of any and all non-native species, and repair, maintenance and, if necessary, replacement of that portion of the irrigation system lying within the Easement Area. Grantor shall be solely responsible for repair, maintenance and, if necessary, replacement of that portion of the irrigation system lying outside of the Easement Area and for any and all water service costs arising out of Grantee's use of the irrigation system to ensure the growth and maintenance of the Vegetation pursuant to this Easement.
4. Church is expressly prohibited from erecting any structures, permanent or otherwise, on the Easement Area, and from removing or damaging the Vegetation or irrigation system, or any part thereof. Church is further prohibited from disturbing the soil of the Easement Area in any manner, including but not limited to digging, scraping, chemical spraying or burning, or removal of any of the Vegetation situated thereon.
5. Church shall be solely responsible for any accident or damage occurring on or to the vegetation screen as a result of Church's conduct or the conduct of Church's guests,

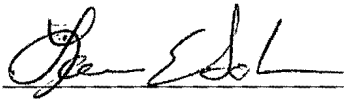
licensees, invitees and lessees, if any. Church will indemnify, save and hold harmless County from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description arising out of any error, fault, mistake, negligent or intentional act or omission of Church, Church's guests, licensees, invitees or lessees within the Easement Area. The maintenance of the vegetation screen will be the sole responsibility of County.

6. To provide for future maintenance, repair, removal and replacement of the vegetation screen and the associated irrigation system, Church shall allow County right-of-entry to Church's adjacent land, as required, to facilitate any necessary maintenance. Any such maintenance activities shall be done in a manner as to cause as little disruption to the Property as reasonably possible. County agrees to give Church not less than twenty-four (24) hours' notice when access is needed for maintenance purposes. In the event of an emergency, and upon notification by County, Church agrees to grant County immediate right-of-entry. Such rights-of-entry shall require no compensation from County to Church, or any successor-in-interest to Church.
7. County and Church agree that the fire lane required by the Golder Ranch Fire District, which presently encroaches on the Easement, shall remain in place and County expressly accepts the Easement subject to the existing fire lane.
8. County shall be solely responsible for any accident or damage occurring on or to Church's property caused by the negligent acts or conduct of County, its employees, servants or agents.
9. These terms and conditions shall be binding upon and inure to the benefit of the parties to this easement, and their respective successors-in-interest, assigns and lessees. Further, Grantor and Grantor's successors shall advise all successor lessees, if any, of the rights and obligations of the parties hereunder.

IN WITNESS WHEREOF, this grant of easement is executed by the parties hereto and shall be effective as of the date it is executed by the Pima County Board of Supervisors.

GRANTOR:

SANTA CATALINA ROMAN CATHOLIC
PARISH-TUCSON, an Arizona Non-Profit Corporation

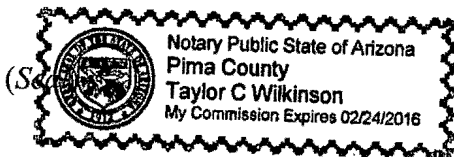
By: 


Apr 6, 2015
Date

Its: President

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

On this 6th day of April, 2015, before me personally appeared Lawrence Sanders, whom I know personally or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above document.




Notary Public

My commission expires: 02/24/2016

GRANTEE: PIMA COUNTY, a body politic and corporate of the State of Arizona:

Sharon Bronson, Chair, Board of Supervisors

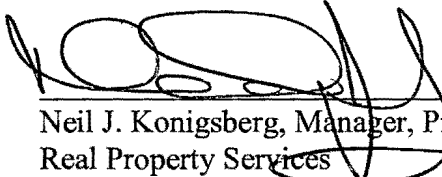
Date

ATTEST:

Robin Brigode, Clerk of the Board

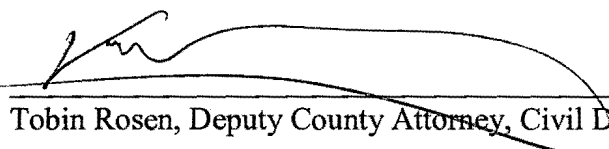
Date

APPROVED AS TO CONTENT:



Neil J. Konigsberg, Manager, Pima County
Real Property Services

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

Tax Parcel Numbers: An easement over a portion of 222-45-0050; 222-45-0060;
and 222-45-0070.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

All that part of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of Section 21, said corner being a marked stone;

THENCE North 89 degrees 36 minutes 03 seconds East, 1313.91 along the North Section line to the Northeast corner of said Northwest Quarter of Section 21; said point being the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 05 minutes 29 seconds East, 896.30 feet along the East line of the Northwest Quarter of the Northwest Quarter;

THENCE South 89 degrees 36 minutes 03 seconds West, 525.67 feet;

THENCE North 16 degrees 58 minutes 42 seconds East, 939.15 feet;

THENCE North 89 degrees 36 minutes 03 seconds East, 250.00 feet along the North Section line back to the TRUE POINT OF BEGINNING.

Except any portion thereof lying within property described in Docket 11705 at Page 6345.

PARCEL II:

A non-exclusive easement for roadway and utility purposes over the North 30.00 feet of the Northwest Quarter of the Northwest Quarter of Section 21, Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, lying East of the right-of-way of the Tucson-Florence Highway.

Parcel III

That ;portion of the Northwest quarter of the Northwest quarter of Section 21, Township 11 South, Range 14 East, Gila and Salt River Base and Meridian, Pima County, Arizona , described as follows:

From the Northwest corner of Section 21;
thence North 89 degrees 36 minutes 03 seconds East along the North line of Section 21, 611.44 feet to its intersection with the Easterly right of way line of the Tucson - Florence Highway;

thence continue North 89 degrees 36 minutes 03 seconds East along the North line of Section 21, 203.52 feet to the Point of Beginning;

thence continue North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 248.96 feet;

thence South 16 degrees 58 minutes 46 seconds West, 324.55 feet;

thence North 73 degrees 45 minutes 54 seconds West, 234.32 feet;

thence North 16 degrees 14 minutes 00 seconds East parallel with the Easterly right of way line of said

Exhibit "A"

Tucson Florence Highway, 253.26 feet to the Point of Beginning.

Parcel IV:

That portion of the Northwest Quarter of the Northwest quarter of Section 21 Township 11 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

from the Northwest corner of said Section 21;

thence North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 611.44 feet to its intersection with the Easterly right of way line of the Tucson - Florence Highway, as it now exists, said point being the True Point of Beginning;

thence continue North 89 degrees 36 minutes 03 seconds East, along the North line of Section 21, 203.52 feet to a point;

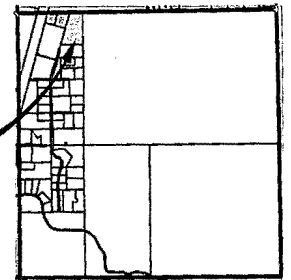
thence South 16 degrees 14 minutes 00 seconds West 253.26 feet to a point;

thence North 73 degrees 45 minutes 54 seconds West, 195.00 feet to a point on the Easterly right of way line of said Tucson - Florence Highway;

thence North 16 degrees 14 minutes 00 seconds East, along the Easterly right of way line of said Tucson - Florence Highway , 195.00 feet to the Point of Beginning.

SANTA CATALINA ROMAN CATHOLIC PARISH EXCHANGE OF EASEMENTS

SUBJECT AREA



TAX PARCEL
222-45-0050; -0060; & -0070

SECTION 21
TOWNSHIP 11 SOUTH
RANGE 14 EAST

TOWNSHIP 11 G&SRM
PIMA COUNTY, ARIZONA



15008

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: MAR 2015

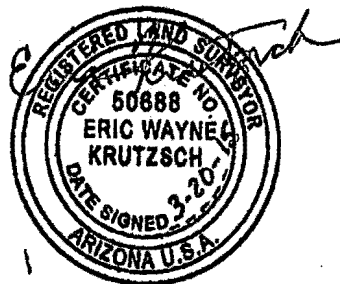
20 March 2015

**LEGAL DESCRIPTION
SCREEN EASEMENT**

A Portion of the Northwest quarter of Section 21, Township 11 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona,;

A 12 foot wide screen easement lying within said Northwest quarter of Section 21, described as follows;

The North 12 feet of the three adjoining parcels as described in Docket 11195 Page 431, Docket 12780 Page 5117, and Docket 10914 Page 2076, recorded in the Records Office, of Pima County, Arizona;



Expires **3 / 31 / 2016**

Northwest line
of Section 21

12'
Screen Esmt.

12.0'

Parcel
222-45-0060
Dk10914 Pg 2076

Parcel
222-45-0050
Dk12780 Pg 5117

Parcel
222-45-0070
Dk11195 Pg 431



Easement Area =
+/- .19 Acres

GOLDER RANCH FIRE DISTRICT - FIRE CODE REVIEW

APPROVED	DATE: 01/08/15
<input checked="" type="checkbox"/>	BY: [Signature]
APPROVED AS NOTED	
<input type="checkbox"/>	

APPROVAL OF PLANS AND SPECIFICATIONS SHALL NOT BE
CONSTRUED TO BE A PERMIT FOR, OR APPROVAL OF, ANY
VIOLATION OF PROVISIONS OF THE FIRE CODE.



PIMA COUNTY SURVEY

A 12 FOOT SCREEN EASEMENT

LOCATED IN THE NW QUARTER OF SECTION 21 TOWNSHIP 11
SOUTH, RANGE 14 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 20 March 2015

Drawn By: EWK

Sheet 2 of 2