



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

**Requested Board Meeting Date:** July 5, 2016

**or Procurement Director Award** ☐

**Contractor/Vendor Name (DBA):** Rio Nuevo Multipurpose Facilities District ("Rio Nuevo").

**Project Title/Description:**

Acceptance by County of Donation of land from Rio Nuevo for the County's Mission Garden Project.

**Purpose:**

On December 6, 2011, County executed an Agreement for Development, Operation and Maintenance of Mission Gardens with the City of Tucson ("City") and Friends of Tucson's Birthplace ("FOTB"). Pursuant to the Agreement, FOTB was to develop the Mission Gardens Property into an historic garden pursuant to plans approved by the parties. As part of that development, FOTB constructed a wall to surround and protect the historic gardens. A small portion of the wall, lying on the east side of the Property, was inadvertently constructed on an adjacent parcel of land owned by Rio Nuevo. County approached Rio Nuevo about donating that portion of its land on which the encroachment occurred; approximately .521 acres. Rio Nuevo has agreed to donate the subject parcel and has executed the subject Agreement to Donate Real Property and the form of Special Warranty Deed as well, which will be recorded once it is executed by County.

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

**Program Goals/Predicted Outcomes:**

County will obtain by donation a parcel of land from Rio Nuevo consisting of .521 acres to be added to County's Mission Garden Property and to effect a legal removal of the encroachment of the garden wall from Rio Nuevo's adjacent parcel.

**Public Benefit:**

The subject donation will remove the referenced physical encroachment and resolve any legal issues which could have resulted therefrom. County will add .521 acres to its Mission Garden Property at no cost to County taxpayers.

**Metrics Available to Measure Performance:**

Not Applicable.

**Retroactive:**

No.

UNRECORDED FOR CLERK  
AF-3

To: COB. 6.28.16 (11)  
Ver. - 0  
Pgs. - 24  
Addendum

Procure Dept 06/28/16 PM08:46

**Original Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 16\*0206  
Effective Date: 7/05/2016 Termination Date: 7/04/2021 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ -0- ☐ Revenue Amount: \$ -0-  
Funding Source(s): Not Applicable.

Cost to Pima County General Fund: Not Applicable.

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] 6-21-16

Deputy County Administrator Signature/Date: [Signature] 6/27/16

County Administrator Signature/Date: [Signature] 6/28/16

(Required for Board Agenda/Addendum Items)

|   |  |          |                          |                     |   |
|---|--|----------|--------------------------|---------------------|---|
| <p><b>PIMA COUNTY DEPARTMENT OF:<br/>REAL PROPERTY SERVICES</b></p> <p><b>PROJECT: Accept Donation of Real Property<br/>Consisting of Approximately .521 Fee Acres;<br/>Pay Closing Costs</b></p> <p><b>DONOR: Rio Nuevo Multipurpose Facilities<br/>District</b></p> <p><b>AMOUNT: Not to Exceed \$-0-</b></p> | <table border="1"> <tr> <td data-bbox="901 316 1411 367">CONTRACT</td> </tr> <tr> <td data-bbox="901 367 1411 419">NO. <u>CTN-PW-16-206</u></td> </tr> <tr> <td data-bbox="901 419 1411 470">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="901 470 1411 582">This number must appear on all<br/>invoices, correspondence and<br/>documents pertaining to this<br/>contract.</td> </tr> </table> | CONTRACT | NO. <u>CTN-PW-16-206</u> | AMENDMENT NO. _____ | This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract. |
| CONTRACT  |  |          |                          |                     |   |
| NO. <u>CTN-PW-16-206</u>  |  |          |                          |                     |   |
| AMENDMENT NO. _____   |  |          |                          |                     |   |
| This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract.   |  |          |                          |                     |   |

## AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between Rio Nuevo Multipurpose Facilities District, a Special Taxing District of the State of Arizona ("**Donor**") and Pima County, a political subdivision of the State of Arizona ("**Donee**"). Donor and Donee are hereinafter referred to collectively as the "**Parties**". This Agreement shall be effective on the date Donor and Donee have executed this Agreement (the "**Effective Date**"). The date Donee signs is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.

## 2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately twenty-eight (28) acres, legally described on **Exhibit A** and depicted on **Exhibit B** attached hereto, and commonly known as Assessor's Tax Parcel 116-23-0890 including all structures and improvements situated thereon, if any, (the "**Property**");

2.2. Donor desires to donate a portion of the Property, consisting of approximately one-half (1/2) acre and legally described on and depicted, collectively on **Exhibit C** attached hereto (the "Donation Parcel") to Donee, subject to those terms and conditions as set forth with specificity in this Agreement; and

2.3. Donee desires to accept the Donation Parcel, subject to the express terms

and conditions of this Agreement.

### 3. **Donation.**

3.1. Donor agrees to donate the Donation Parcel, including all wells, water rights and mineral rights appurtenant to the Property, if any, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit D** attached hereto.

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Donation Parcel to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

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

### 4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Donation Parcel; service, management and other agreements regarding the Donation Parcel whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Donation Parcel; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Donation Parcel; surveys of the Donation Parcel; and registrations, test results and studies regarding any wells located on the Donation Parcel (all of which shall hereinafter be referred to as the "**Donor**

**Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Donation Parcel as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

4.5. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

## 5. **Donor's Covenants.**

5.1. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Donation Parcel, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Donation Parcel shall not be materially degraded by Donor or otherwise changed in any

material aspect by Donor.

5.2. Use of Donation Parcel by Donor. Donor shall, during the term of this Agreement, use the Donation Parcel on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Donation Parcel other than the use being made of the Donation Parcel as of the date this Agreement is signed by the Parties. Donor shall maintain the Donation Parcel in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

5.3. No Encumbrances. Donor shall not encumber the Donation Parcel with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Donation Parcel.

6. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Donation Parcel.

7. **Closing.**

7.1 Closing. The Closing shall take place at Title Security Agency of Arizona, Rhonda Herrera, Escrow Agent, after completion of the Inspection Period, but no later than June 30, 2016, unless otherwise agreed to by the Parties.

7.2 Prorations. The date of closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to closing; and property taxes shall be prorated based upon the date of closing.

7.3 Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

7.3.1 an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit E** attached, conveying fee simple title to the Donation Parcel subject only to the Permitted Exceptions and to the Deed Restrictions expressly set forth therein;

7.3.2 one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Donation Parcel, if any, and all certificated or claimed Type 2 water rights, if any; and

7.3.3 possession of the Donation Parcel.

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

|    |                                 |                                   |
|----|---------------------------------|-----------------------------------|
| \$ | <u>          0.00          </u> | Acquisition Amount                |
| \$ | <u>          0.00          </u> | Estimated County Closing Costs    |
| \$ | <u>      -0-      </u>          | <b>TOTAL NOT TO EXCEED AMOUNT</b> |

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

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

10. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

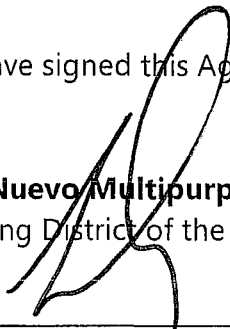
11. **Indemnification.** Donor covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold Donee harmless from and against any and all losses imposed upon or incurred by or asserted against Donee and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) the past, present or future presence, Release (as defined at U.S.C. §9601(22)) or threatened Release of any Hazardous Substances in, on, above, or under the Property; (b) any legal or administrative processes or proceedings or judicial proceedings in any way connected with the release of Hazardous Substances in, on, above, or under the Property; (c) any personal injury, wrongful death, or property or other damage arising under any statutory or common law or tort law theory concerning Hazardous

Substances released in, on, above, or under the Property. The term "Hazardous Substances" includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives. However, for purposes of this Agreement, the term "Hazardous Substances" does not, however, include Municipal Solid Waste as that term is defined at 42 USC § 9607(p)(4).

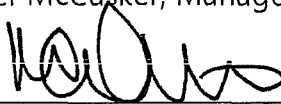
The Parties have signed this Agreement on the dates set forth below.

**Donor: Rio Nuevo Multipurpose Facilities District**

A Special Taxing District of the State of Arizona

  
\_\_\_\_\_  
Fletcher McCusker, Manager

6-28-14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Irvin, Secretary

6-28-14  
\_\_\_\_\_  
Date

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\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

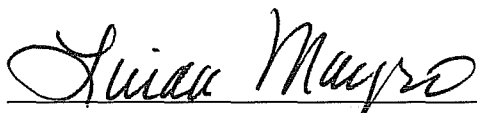
\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_

Linda Mayro, Director, Office of  
Sustainability and Conservation

6/13/2016

\_\_\_\_\_  
Date

  
\_\_\_\_\_

Neil J. Konigsberg, Manager,  
Real Property Services Department

6-21-16

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_ 6/13/16

Tobin Rosen, Deputy County Attorney, Civil Division

A PORTION OF TAX PARCEL NUMBER: 116-23-0890

## **EXHIBIT A**

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

**\*\*\*\*DO NOT ATTACH THIS LEGAL DESCRIPTION TO ANY DOCUMENTS TO BE RECORDED. A CORRECTED LEGAL DESCRIPTION WILL BE PROVIDED\*\*\*\***

A portion of Lot 23 per the U. S. General Land Office plat of Section 14, officially filed 2-19-1876, lying within the Southeast quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, further described as follows:

BEGINNING at the Northern most corner of said Lot 23, being common with the Northeast corner of Lot 24;

THENCE S 00°40'00" E (the basis of bearing for this description), along the East line of said Lot 23, a distance of 432.30 feet to the Southeast corner of said Lot 23;

THENCE N 77°24'00"E, along the projected South line of said Lot 23, a distance of 59.06 feet;

THENCE leaving said projected, N 02°48'48" W, a distance of 111.54 feet;

THENCE N 02°31'50" W, a distance of 75.38 feet;

THENCE N 09°33'38" E, a distance of 23.23 feet;

THENCE N 01°36'41" W, a distance of 24.93 feet;

THENCE N 16°32'55" W, a distance of 36.19 feet;

THENCE N 09°27'43" W, a distance of 46.97 feet;

THENCE N 00°46'05" W, a distance of 18.13 feet;

THENCE N 14°17'46" E, a distance of 17.71 feet;

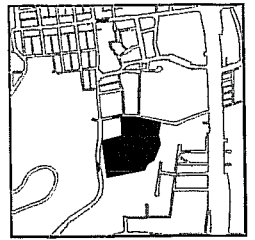
THENCE N 28°12'11" E, a distance of 18.48 feet;

THENCE N 43°16'29" E, a distance of 66.23 feet to an angle point on the Northerly boundary of said Lot 23;

THENCE N 87°46'55" W, along said Northerly line, a distance of 97.34 feet to the POINT OF BEGINNING

# Exhibit "B"

TOWNSHIP 14  
RANGE 13  
SECTION 14



SEC 14 G&SRM  
PIMA COUNTY, ARIZONA



116-23-0890



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION SYSTEMS

DRAWING NOT TO SCALE

DRAWN BY: S. BUTLER

DATE: MAR 2016

March 1, 2016

103010-H-001

W:\LEGALS\103010\Mission Garden Proposed additional parcel.doc



## LEGAL DESCRIPTION

A portion of Lot 23 per the U.S. General Land Office plat of Section 14, officially filed 2-19-1876, lying within the Southeast quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, further described as follows;

**BEGINNING** at the Northern most corner of said Lot 23, being common with the Northeast corner of Lot 24;

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**THENCE** N 77°24'00" E, along the projected South line of said Lot 24, a distance of 59.06 feet;

**THENCE** leaving said projected line, N 02°48'48" W, a distance of 111.54 feet;

**THENCE** N 02°31'50" W, a distance of 75.83 feet;

**THENCE** N 09°33'38" E, a distance of 23.23 feet;

**THENCE** N 01°36'41" W, a distance of 24.93 feet;

**THENCE** N 16°32'55" W, a distance of 36.19 feet;

**THENCE** N 09°27'43" W, a distance of 46.79 feet;

**THENCE** N 00°46'05" W, a distance of 18.13 feet;

**THENCE** N 14°17'46" E, a distance of 17.71 feet;

**THENCE** N 28°12'11" E, a distance of 18.48 feet;

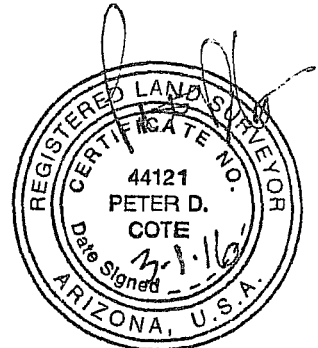
**THENCE** N 43°16'29" E, a distance of 66.23 feet to an angle point on the Northerly boundary of said lot 23;

**THENCE** N 87°46'55" W, along said Northerly line, a distance of 97.34 feet to the **POINT OF BEGINNING**.

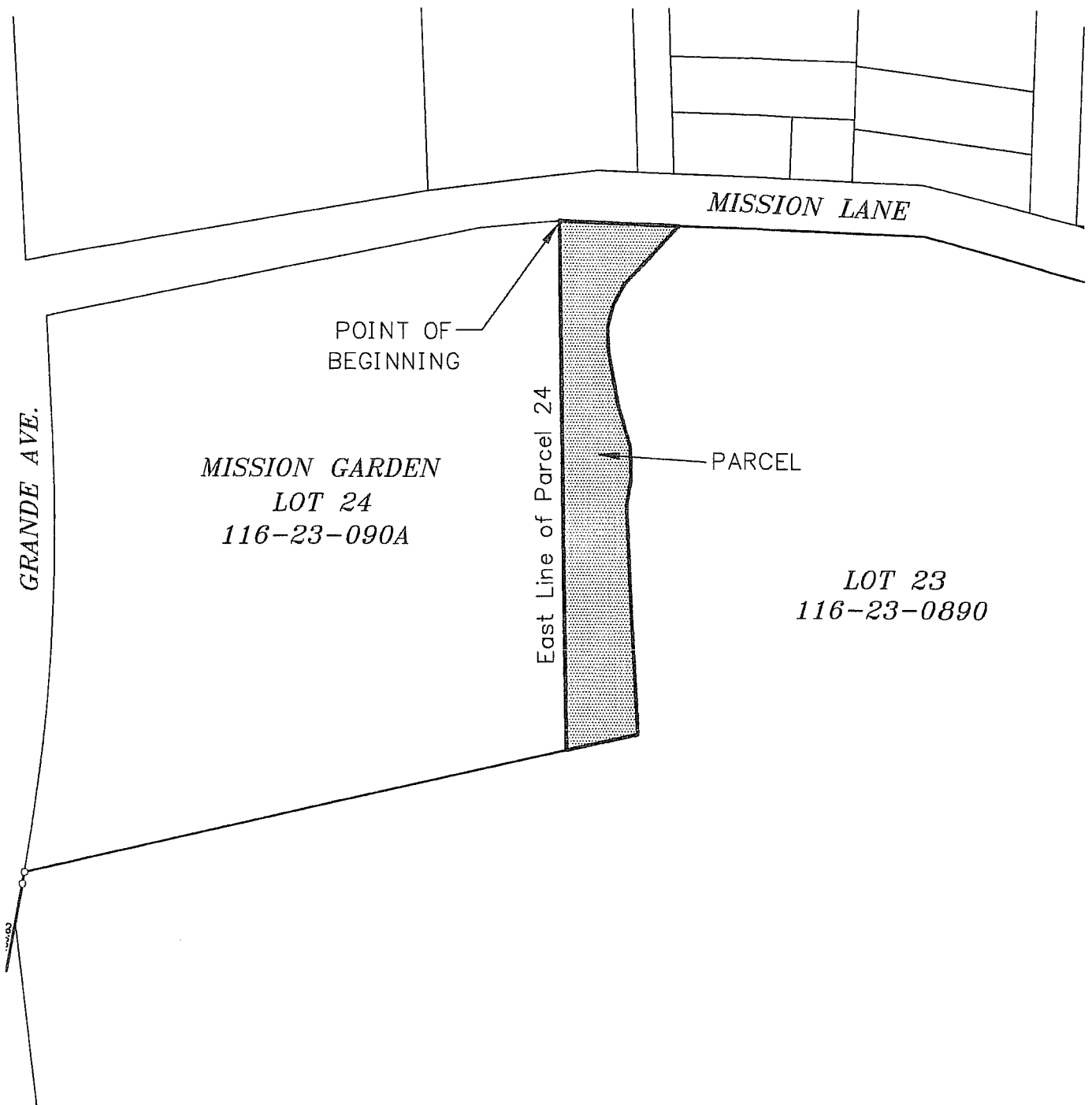
**CONTAINING:** 0.521 acres of land, more or less.

Prepared By:  
THE WLB GROUP, INC.


Peter D. Cote, RLS 44121



EXPIRES 3-31-2018



DEPICTION OF EXHIBIT 'C' TO ACCOMPANY  
 DESCRIPTION OF  
 A PORTION OF LOT 23  
 SECTION 14, T-14-S, R-13-E, G.S.R.M.  
 PIMA COUNTY, ARIZONA

|  |  |
|--|--|
|  <b>First American Title™</b> | <b>Commitment for Title Insurance</b>                      |
| <b>Schedule BII</b>  | ISSUED BY<br><b>First American Title Insurance Company</b> |

File No.: 600-60067-RDH

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2016
3. The failure of the Pima County Assessor to properly assess the captioned property in the name of the correct record owner.
4. MATTERS SHOWN ON SURVEY:  
  
Recorded in Book 55 of Record of Surveys  
Page 44
5. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No.  
Recorded in Book 29  
Page 221 of Miscellaneous Records  
Purpose electric transmission facilities
6. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No.  
Recorded in Book 29 of Deeds  
Page 276  
Purpose irrigation ditches
7. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Document No.  
Recorded in Book 51  
Page 76 of Miscellaneous Records  
Purpose pipe lines
8. EASEMENT and rights incident thereto, as set forth in instrument:

EXHIBIT 

**SCHEDULE B**  
(Continued)

Recorded in Document No.  
Recorded in Book 51  
Page 181 of Miscellaneous Records  
Purpose ingress, egress and pipeline

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Book 64 of Deeds  
Page 479  
Purpose electric transmission facilities

10. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Book 107 of Deeds  
Page 158  
Purpose utilities

11. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Book 264 of Deeds  
Page 455  
Purpose right-of-way for roads, ditches and canals

12. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Docket 1877  
Page 594  
Purpose electric transmission

13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Docket 1880  
Page 563  
Purpose electric transmission

14. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Docket 1880  
Page 578  
Purpose electric transmission

15. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.  
Recorded in Docket 1887



**SCHEDULE B**  
(Continued)

- |  |         |                       |
|--|---------|-----------------------|
|  | Page    | 272                   |
|  | Purpose | electric transmission |
16. EASEMENT and rights incident thereto, as set forth in instrument:
- |  |                          |                       |
|--|--------------------------|-----------------------|
|  | Recorded in Document No. |                       |
|  | Recorded in Docket       | 1889                  |
|  | Page                     | 536                   |
|  | Purpose                  | electric transmission |
17. EASEMENT and rights incident thereto, as set forth in instrument:
- |  |                          |  |
|--|--------------------------|--|
|  | Recorded in Document No. |  |
|  | Recorded in Docket       |  |
|  | Page                     |  |
|  | Purpose                  |  |
18. Any matters arising by reason of Resolution No. 1986-132 for the Improvement of the Santa Cruz River Bank Stabilization Project, recorded July 21, 1986 in Docket 7830, Page 888.
19. Any matters arising by reason of Resolution and Order No. 2001-257, recorded November 14, 2001 in Docket 11675, Page 2809.
20. Terms, Conditions and Liabilities contained in Deed recorded April 27, 2015 in Document No. 20151170649.

**END OF SCHEDULE B – PART II**

When Recorded Return to:  
Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

---

Exempt from Affidavit of Value per A.R.S. Section 11-1134(A) (3)

**Special Warranty Deed**

By donation, Rio Nuevo Multipurpose Facilities District, a Special Taxing District of the State of Arizona, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

**As described in Exhibit "A" and depicted in Exhibit "B" attached hereto.**

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to matters above set forth.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

RIO NUEVO MULTIPURPOSE FACILITIES  
DISTRICT, a Special Taxing District of the  
State of Arizona

\_\_\_\_\_  
Fletcher McCusker, Manager

\_\_\_\_\_  
DATE

**STATE OF ARIZONA**     )  
  ) ss.  
**COUNTY OF PIMA**        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Fletcher McCusker.

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

My commission Expires:

\_\_\_\_\_

ACCEPTED AND AGREED:

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

By \_\_\_\_\_  
Chair, Pima County Board of  
Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Linda Mayro, Director, Office of  
Sustainability and Conservation

APPROVED AS TO FORM:

\_\_\_\_\_  
Tobin Rosen, Deputy Pima County  
Attorney, Civil Division

\_\_\_\_\_  
Date

EXHIBIT ONLY --- NOT FOR SIGNATURE

When Recorded Return to:  
Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

---

Exempt from Affidavit of Value per A.R.S. Section 11-1134(A) (3)

**Special Warranty Deed**

By donation, Rio Nuevo Multipurpose Facilities District, a Special Taxing District of the State of Arizona, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all rights and privileges appurtenant thereto:

**As described in Exhibit "A" and depicted in Exhibit "B" attached hereto.**

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to matters above set forth.

*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*

RIO NUEVO MULTIPURPOSE FACILITIES  
DISTRICT, a Special Taxing District of the  
State of Arizona

[Signature]  
Fletcher McCusker, Chairman

3/5/16  
DATE

[Signature]  
Mark Irvin, Secretary

5/5/16  
DATE

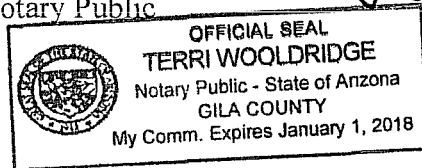
STATE OF ARIZONA     )  
                                      ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this 5th day of  
May, 2016, by Fletcher McCusker.

TERRI WOOLDRIDGE  
Notary Public

My commission Expires:

1/1/18



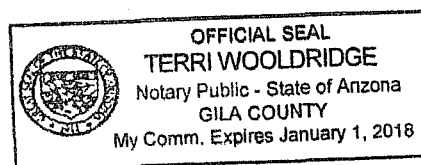
STATE OF ARIZONA     )  
                                      ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this 5th day of  
May, 2016, by Mark Irvin.

TERRI WOOLDRIDGE  
Notary Public

My commission Expires:

1/1/18



ACCEPTED AND AGREED:

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

By \_\_\_\_\_  
Chair, Pima County Board of  
Supervisors

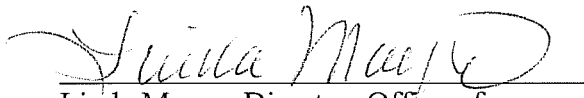
\_\_\_\_\_  
Date

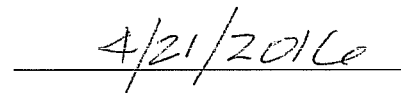
ATTEST:

\_\_\_\_\_  
Clerk of the Board


\_\_\_\_\_  
Date

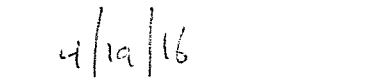
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Linda Mayro, Director, Office of  
Sustainability and Conservation

  
\_\_\_\_\_  
4/21/2016

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy Pima County  
Attorney, Civil Division

  
\_\_\_\_\_  
Date



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

A portion of Lot 23 per the U.S. General Land Office plat of Section 14, officially filed 2-19-1876, lying within the Southeast quarter of Section 14, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, further described as follows;

**BEGINNING** at the Northern most corner of said Lot 23, being common with the Northeast corner of Lot 24;

**THENCE** S 00°40'00" E (the basis of bearing for this description), along the East line of said Lot 24, a distance of 432.30 feet to the Southeast corner of said Lot 24

**THENCE** N 77°24'00" E, along the projected South line of said Lot 24, a distance of 59.06 feet;

**THENCE** leaving said projected line, N 02°48'48" W, a distance of 111.54 feet;

**THENCE** N 02°31'50" W, a distance of 75.83 feet;

**THENCE** N 09°33'38" E, a distance of 23.23 feet;

**THENCE** N 01°36'41" W, a distance of 24.93 feet;

**THENCE** N 16°32'55" W, a distance of 36.19 feet;

**THENCE** N 09°27'43" W, a distance of 46.79 feet;

**THENCE** N 00°46'05" W, a distance of 18.13 feet;

**THENCE** N 14°17'46" E, a distance of 17.71 feet;

**THENCE** N 28°12'11" E, a distance of 18.48 feet;

**THENCE** N 43°16'29" E, a distance of 66.23 feet to an angle point on the Northerly boundary of said lot 23;

**THENCE** N 87°46'55" W, along said Northerly line, a distance of 97.34 feet to the **POINT OF BEGINNING**.



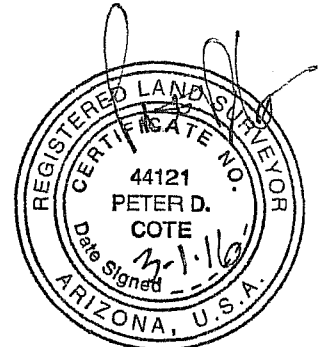
March 1, 2016  
103010-H-001

W:\LEGALS\103010\Mission Garden Proposed additional parcel.doc

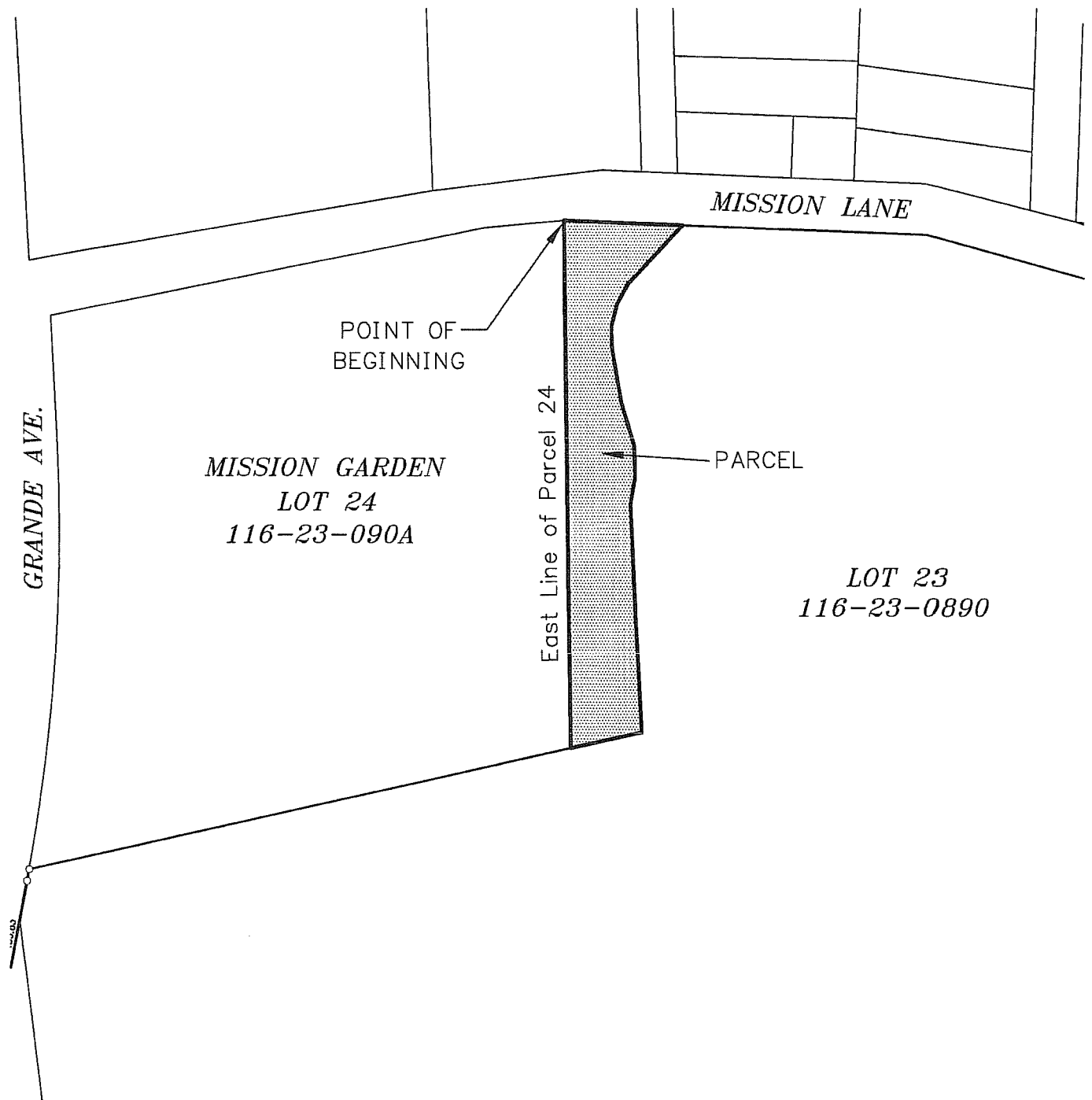
**CONTAINING:** 0.521 acres of land, more or less.

Prepared By:  
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121



EXPIRES 3-31-2018



DEPICTION OF EXHIBIT "A" TO ACCOMPANY  
DESCRIPTION OF  
A PORTION OF LOT 23  
SECTION 14, T-14-S, R-13-E, G.S.R.M.  
PIMA COUNTY, ARIZONA

WLB No. 103010-H001

N:\103010\Survey\Mission Garden Additional Parcel.dwg



1"=100'



Exhibit "B"