



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: August 2, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Martha C. Hawes ("Hawes")

Project Title/Description:

Acceptance by County of 65 acres of open space property from Hawes.

Purpose:

Pima County, as Donee, wishes to enter into a Donation Agreement with Hawes, as Donor, for the donation of 65 acres and a residence located generally in the area of West Mockingbird Lane lying between West 36th Street to the north and West Ajo Way to the south, adjacent to Tucson Mountain Park and the 36th Street Trailhead. The donation has been structured to close on or before August 12, 2016. County will pay Title Security Agency of Arizona at Closing an amount not to exceed \$6,000.00 toward County's estimated share of Closing costs including the cost of the premium for a Standard Owner's Title Insurance Policy. Hawes' donation of the Property to the County is expressly conditioned upon County granting Hawes a Life Estate over and upon the Property permitting her to continue to reside there for the remainder of her natural life. In order to comply with and effectuate this condition County will execute a Grant of Life Estate to Hawes at Closing.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

The County's acceptance of the donation of this property will expand Tucson Mountain Park, protect a diversity of native plants and wildlife, conserve a segment of the Enchanted Hills wash, and expand the trail system to provide additional outdoor recreational opportunities to neighbors and visitors.

Public Benefit:

Protection of scenic views, expansion of recreation area, mitigation for public works projects under Section 10 permit.

Metrics Available to Measure Performance:

County Appraiser issued a budget estimate estimating the fair market value of the Property to be \$1,086,000.00. Consequently, County will obtain a Standard Owner's Title Insurance Policy at Closing, insuring title in the amount of \$1,086,000.00. There will be no cost to County during Donor's lifetime as the Grant of Life Estate expressly provides that she will be responsible for maintenance, utilities, taxes and insurance, at her sole expense.

Retroactive:

No.

TO: COB 7/19/16 (1)
VER-1 pago 29

Procure Dept 07/19/16 AM 10:04

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 17*0015
Effective Date: 8/02/2016 Termination Date: 8/02/2021 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 6,000.00 ☐ Revenue Amount: \$ -0-
Funding Source(s): FN General Fund

Cost to Pima County General Fund: \$6,000.00

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] 7/12/16

Deputy County Administrator Signature/Date: [Signature] 7/18/16

County Administrator Signature/Date: [Signature] 7/18/16
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Accept Donation of Real Property Consisting of Approximately 65 Fee Acres; Pay Closing Costs</p> <p>DONOR: Martha C. Hawes</p> <p>AMOUNT: Not to Exceed \$6,000.00</p>	<table border="1"> <tr> <td data-bbox="954 296 1435 342" style="text-align: center;"> CONTRACT </td> </tr> <tr> <td data-bbox="954 342 1435 401"> NO. <u>CFW-17-015</u> </td> </tr> <tr> <td data-bbox="954 401 1435 441"> AMENDMENT NO. _____ </td> </tr> <tr> <td data-bbox="954 441 1435 562"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT	NO. <u>CFW-17-015</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CFW-17-015</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between Martha C. Hawes, an unmarried woman ("**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 sixty-five (65) acres, legally described on **Exhibit A** and depicted on **Exhibit A-1** attached hereto, and commonly known as Assessor's Tax Parcel Numbers 119-31-023L; 119-31-023M; 119-31-023N; 119-31-023P; and 119-31-023Q, including all structures and improvements situated thereon, if any, (the "**Property**");

2.2. Donor desires to donate the Property to Donor and to reserve to herself a life estate over and upon the Property, subject to those terms and conditions as set forth with specificity in this Agreement; and

2.3. Donee desires to accept the Property and to grant Donor a life estate over and upon the Property, subject to the express terms and conditions of this Agreement.

3. **Donation.**

3.1. Donor agrees to donate the Property, 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 B** attached hereto.

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property 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 Property was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

3.4. Donee will execute a Grant of Life Estate (the "**Grant**") and any and all related documents conveying to Donee a Life Estate to the Property upon presentation of said documents to Donor by Donee's agents or representatives.

3.5. Donee acknowledges and agrees that Donor's decision to donate the Property was made expressly conditioned upon Donee's ability to reserve a Life Estate upon the Property.

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 Property; service, management and

other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (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 Property 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 Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property 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 Property 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 Property.

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

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 August 12, 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**

C attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

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 Property, if any, and all certificated or claimed Type 2 water rights, if any; and

7.3.3 possession of the Property, subject to Donor's Life Estate therein.

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

7.4.1 an executed Grant of Life Estate in the form of **Exhibit D** attached, conveying a Life Estate over and upon the Property to Donor, subject only to the restrictions set forth in the Grant.

7.5 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>6,000.00</u>	Estimated County Closing Costs
\$ <u>6,000.00</u>	TOTAL NOT TO EXCEED AMOUNT

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.

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

Donor: Martha C. Hawes

An unmarried woman



Signature

7-11-16

Date

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

Sharon Bronson, Chair, Board of Supervisors

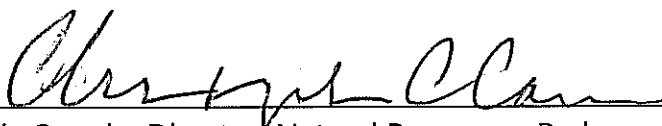
Date

ATTEST:

Robin Brigode, Clerk of Board

Date

APPROVED AS TO CONTENT:

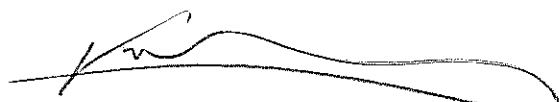


Chris Cawein, Director, Natural Resources Parks
And Recreation

7/12/16

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

7/14/16

TAX PARCEL NUMBERS: 119-31-023L; 119-31-023M; 119-31-023N; 119-31-023P; and 119-31-023Q.

EXHIBIT A

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

Parcel 1

That portion of the North half of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a U.S.B.L.M. brass cap monument marking the West quarter corner of said Section 29;

Thence from said point of beginning, Northerly along the West line of said Section 29, North 00 degrees 18 minutes 25 seconds West, 900.01 feet;

Thence leaving said West line, East 1190.00 feet;

Thence North 31 degrees 07 minutes 27 seconds East, 251.15 feet;

Thence South 69 degrees 12 minutes 21 seconds East, 169.01 feet;

Thence South 02 degrees 02 minutes 44 seconds West, 280.18 feet;

Thence East, 285.23 feet;

Thence South, 775.00 feet to a point of intersection with the South line of said North half of Section 29;

Thence along said South line, West, 1738.23 feet to the POINT OF BEGINNING.

Except the following described parcel:

That portion of the Southwest quarter of the Northwest quarter of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said Section 29 (West Quarter corner), monumented by a USBLM Brass Cap Monument;

Thence from said point of beginning, Northeasterly along the West line of the Northwest quarter of said Section 29, North 00 degrees 00 minutes 43 seconds East, 899.86 feet (measured) North 00 degrees 18 minutes 25 seconds West, 900.01 feet (record) to an aluminum capped rebar, stamped "RLS 7599";

Thence leaving said West line, Northeasterly along a line being parallel with the South line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 738.23 feet to an aluminum capped rebar stamped "RLS 7599";

Thence leaving said parallel line, Southwesterly along a line parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 599.86 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Northeasterly along a line being parallel with the West line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 245.20 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Southwesterly along a line being parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 300.00 feet to an aluminum capped rebar stamped "RLS 26932" on the South line of the Northwest quarter of said Section 29;

Thence leaving said parallel line, Southwesterly along said South line, South 89 degrees 57 minutes 13 seconds

EXHIBIT A
(Continued)

West, 983.43 feet to the POINT OF BEGINNING.

(JV Arb 79)

Parcel 2

That portion of the Southwest quarter of the Northwest quarter of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said Section 29 (West Quarter corner), monumented by a USBLM Brass Cap Monument;

Thence from said point of beginning, Northeasterly along the West line of the Northwest quarter of said Section 29, North 00 degrees 00 minutes 43 seconds East, 899.86 feet (measured) North 00 degrees 18 minutes 25 seconds West, 900.01 feet (record) to an aluminum capped rebar, stamped "RLS 7599";

Thence leaving said West line, Northeasterly along a line being parallel with the South line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 738.23 feet to an aluminum capped rebar stamped "RLS 7599";

Thence leaving said parallel line, Southwesterly along a line parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 599.86 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Northeasterly along a line being parallel with the West line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 245.20 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Southwesterly along a line being parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 300.00 feet to an aluminum capped rebar stamped "RLS 26932" on the South line of the Northwest quarter of said Section 29;

Thence leaving said parallel line, Southwesterly along said South line, South 89 degrees 57 minutes 13 seconds West, 983.43 feet to the POINT OF BEGINNING.

(JV Arb 78)

Parcel 3

That portion of the North half Section 29, Township 14 South, range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 29;

Thence Northeasterly along the West line of said North half of Section 29, North 00 degrees 00 minutes 43 seconds East, 900.00 feet;

Thence leaving said West line, Southeasterly, South 90 degrees 00 minutes 00 seconds East, 1180.00 feet (record) 1175.00 feet (measured);

Thence Northeasterly North 31 degrees 07 minutes 27 seconds East, 251.15 feet to the most Easterly corner of property described in Docket 11245, Page 2784 and the TRUE POINT OF BEGINNING;

EXHIBIT A

(Continued)

Thence from said true point of beginning, Northwesterly along the Northeasterly boundary of said property described in Docket 11245, Page 2784, North 40 degrees 01 minutes 02 seconds West, 239.23 feet;

Thence Northeasterly North 39 degrees 19 minutes 00 seconds East, 206.74 feet;

Thence Northeasterly North 60 degrees 46 minutes 18 seconds East, 112.91 feet;

Thence Northeasterly North 34 degrees 44 minutes 12 seconds East, 144.46 feet;

Thence Southeasterly South 74 degrees 48 minutes 51 seconds East, 217.60 feet;

Thence Southeasterly South 88 degrees 45 minutes 36 seconds East, 65.24 feet;

Thence Southwesterly South 00 degrees 00 minutes 00 seconds West, 798.59 feet;

Thence due West, 285.23 feet (record) 285.00 feet (measured);

Thence Northeasterly North 02 degrees 02 minutes 44 seconds East, 280.18 feet;

Thence Northwesterly North 69 degrees 12 minutes 21 seconds West, 169.01 feet to the POINT OF BEGINNING.

(JV Arb 83)

Parcel 4

That portion of the North half of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 29;

Thence Northeasterly along the West line of said North half of Section 29, North 00 degrees 00 minutes 43 seconds East, 900.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing Northeasterly along said West line, North 00 degrees 00 minutes 43 seconds East, 340.00 feet;

Thence leaving said West line, Northeasterly North 88 degrees 55 minutes 41 seconds East, 931.77 feet;

Thence Northeasterly North 65 degrees 30 minutes 00 seconds East, 190.00 feet;

Thence Southeasterly South 50 degrees 41 minutes 00 seconds East, 60.00 feet;

Thence Southeasterly South 40 degrees 01 minutes 02 seconds East, 239.23 feet;

Thence Southwesterly South 31 degrees 07 minutes 27 seconds West, 251.15 feet;

Thence Northwesterly North 90 degrees 00 minutes 00 seconds West, 1175.00 feet (measured) 1180.00 feet (record) to the POINT OF BEGINNING.

(JV Arb 80)

Parcel 5

That portion of the South half of Section 29, Township 14 South, Range 13 East of the Gila and Salt River

EXHIBIT A
(Continued)

Meridian, Pima County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 29;

Thence Northeasterly along the West line of said North half of Section 29, North 00 degrees 00 minutes 43 seconds East, 1240.00 feet to a point being the Northwest corner of that property described in Warranty Deed recorded in Docket 11245, Page 2784 and said point being the TRUE POINT OF BEGINNING;

Thence continuing Northeasterly along said West line, North 00 degrees 00 minutes 43 seconds East, 331.19 feet to a point thereon, said point being the Northwest corner of Parcel Two described in Docket 8288, Page 1580;

Thence leaving said West line, Southeasterly South 86 degrees 43 minutes 33 seconds East, 738.20 feet (record) 730.07 feet (measured);

Thence Northeasterly North 32 degrees 49 minutes 43 seconds East, 426.00 feet (record) 425.07 feet (measured);

Thence Southeasterly South 57 degrees 10 minutes 17 seconds East, 86.24 feet (record) 86.11 feet (measured);

Thence Southeasterly South 64 degrees 14 minutes 17 seconds East, 478.57 feet;

Thence Southwesterly South 34 degrees 44 minutes 12 seconds West, 144.46 feet;

Thence Southwesterly South 60 degrees 46 minutes 18 seconds West, 112.91 feet;

Thence Southwesterly South 39 degrees 19 minutes 00 seconds West, 206.74 feet to a point on the Northeasterly boundary of that property described in Warranty Deed recorded in Docket 11245, Page 2784;

Thence along the Northerly boundary of said property described in Docket 11245, Page 2784, the following courses and distances:

North 50 degrees 41 minutes 00 seconds West, 60.00 feet;

South 65 degrees 30 minutes 00 seconds West, 190.00 feet;

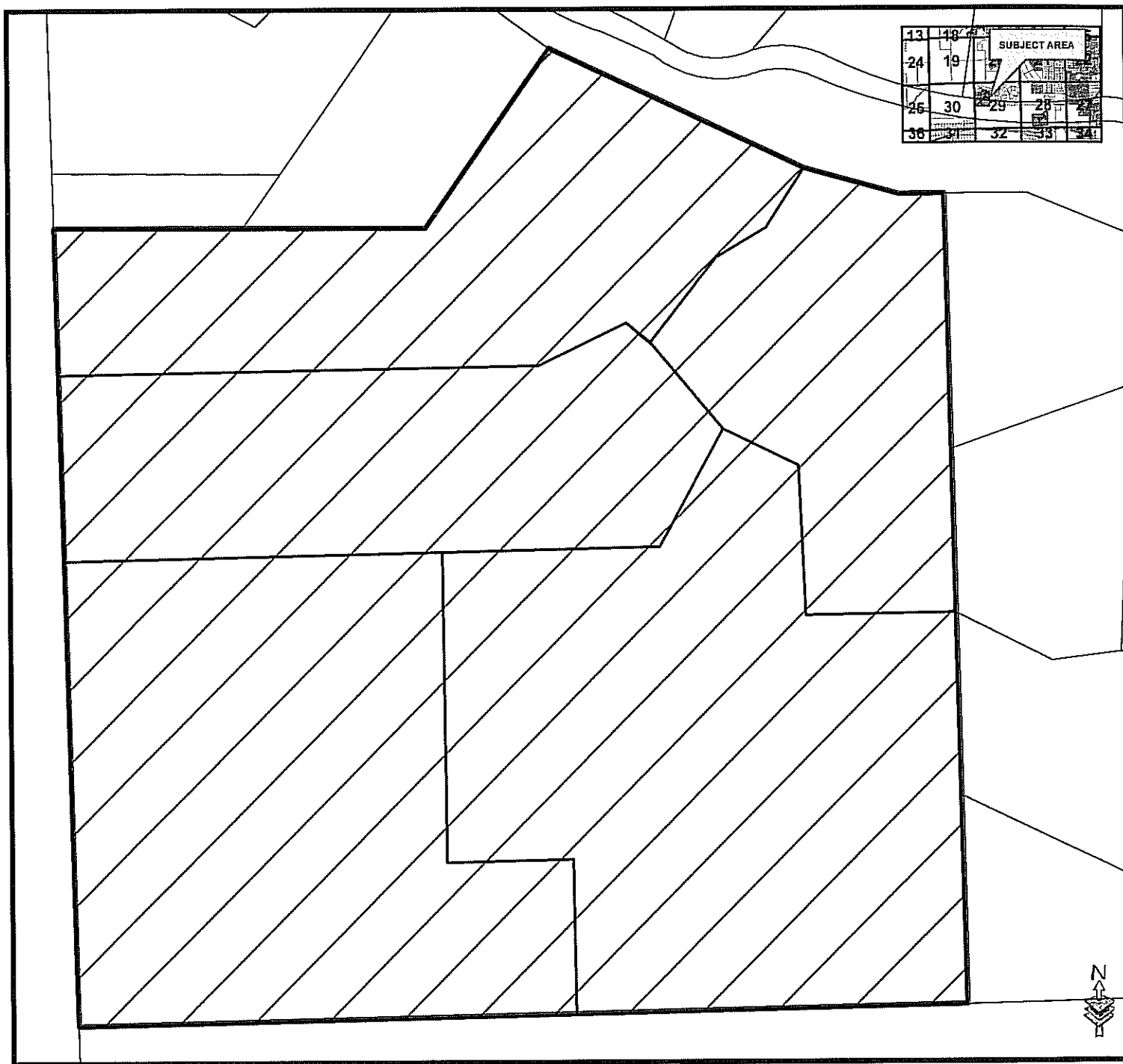
South 88 degrees 55 minutes 41 seconds West, 931.77 feet to the POINT OF BEGINNING.

(JV Arb 82)

Parcel 6

Those easements recorded in Docket 4975, Page 6 and re-recorded in Docket 5035, Page 446; in Docket 6208, Page 950; in Docket 6337, Page 484; and in Book 3 of Surveys, Page 45, records of Pima County, Arizona.

EXHIBIT "A-1"



TOWNSHIP 14 SOUTH
RANGE 13 EAST
SECTION 29 G&SRM
PIMA COUNTY, ARIZONA

PIMA COUNTY
DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT


DRAWN BY: SBUTLER


DATE: 5/27/2016

DRAWING NOT TO SCALE

16015

Parcels

 11931023L, 11931023M, 11932023N 11931023P & 11932023Q

	First American Title™	Commitment for Title Insurance
Schedule BII		ISSUED BY First American Title Insurance Company

File No.: 600-67303-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. **TAXES AND ASSESSMENTS** collectible by the County Treasurer, a lien not yet due and payable for the following year:

2016
2. **WATER RIGHTS**, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. **EASEMENT** and rights incident thereto, as set forth in instrument:

Recorded in Docket		4821
Page	408	
Purpose	roadway and utility	
4. **RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS**, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket		4821
Page	408	
5. **EASEMENT** and rights incident thereto, as set forth in instrument:

Recorded in Docket		4975
Page	6 and re-recorded in Docket 5035, Page 446	
Purpose	road and utility	
6. **RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS**, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket		5813
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Exhibit "B"

SCHEDULE B
(Continued)

Page 24

7. AGREEMENT according to the terms and conditions contained therein:

Purpose	boundary correction
Recorded	August 14, 1978
Docket	5839
Page	607

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

Recorded in Docket	6038
Page	389
Purpose	ingress, egress and utilities

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

Recorded in Docket	6208
Page	950
Purpose	ingress, egress and utility

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

Recorded in Docket	6260
Page	984
Purpose	electric lines and appurtenant facilities

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

Recorded in Docket	6337
Page	484
Purpose	ingress, egress and utility

12. EASEMENTS and other matters as shown on survey recorded in Book 3 of Surveys, Page 45.

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

Recorded in Docket	6366
Page	1069
Purpose	sewer, utility, drainage way, water main and municipal services

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

Recorded in Docket	6464
Page	1427
Purpose	electric lines and appurtenant facilities

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

Recorded in Docket	7803
Page	2002
Purpose	conservation

SCHEDULE B
(Continued)

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

Recorded in Docket	8545
Page	740
Purpose	electric lines and appurtenant facilities

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

Recorded in Docket	10725
Page	2589
Purpose	ingress, egress and utilities

18. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket	11728
Page	2847

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

Recorded in Docket	11733
Page	188
Purpose	ingress, egress and public and private utility

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

Recorded in Docket	11884
Page	313
Purpose	electric utility

END OF SCHEDULE B – PART II

When Recorded Return to:

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

SPECIAL WARRANTY DEED

For valuable consideration, Martha C. Hawes, an unmarried woman ("Grantor") does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION ON ATTACHED **EXHIBIT "A"** AND LOCATION MAP AS DEPICTED ON ATTACHED **EXHIBIT "A.1"**.

SUBJECT TO all matters of record as set forth on **Exhibit B**.

And it warrants and defends the title against all acts of the Grantor and no other, subject to all matters of record.

Dated this _____ day of _____, 2016.

EXEMPTION: A.R.S. § 11-1134.A.3.			Board of Supervisors Approval: 8/02/2016
Agent: MDS	File: Acq-0344	Activity 0600193590	P [] De [] Do [X] E []

EXHIBIT C

SELLER:

Martha C. Hawes, an unmarried
woman

Date

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____, 2016
by Martha C. Hawes.

Notary Public

My Commission Expires:

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

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

Grant of Life Estate

In consideration of the donation of the following legally described real property from Martha C. Hawes, an unmarried woman to Pima County, Arizona, to wit:

That certain real property in Pima County, Arizona consisting of approximately sixty-five (65) acres, legally described on **Exhibit A** and depicted on **Exhibit A-1** attached hereto, and commonly known as Pima County Assessor's Tax Parcel Numbers 119-31-023L; 119-31-023M; 119-31-023N; 119-31-023P; and 119-31-023Q, including all structures and improvements situated thereon, if any, (the "**Property**");

Pima County, Arizona ("Grantor") hereby grants unto Martha C. Hawes, an unmarried woman (the "Life Tenant"), an estate in, on and to the Property, to hold during her life and no longer (the "Life Estate").

The Life Estate shall be subject to the following restrictions and covenants during the term of the Life Estate:

1. Use and Occupancy. The Life Tenant shall have the exclusive right to use and occupy the Property as a residence during the term of the Life Estate.

EXEMPTION: A.R.S. §11-1134.A.3		Board of Supervisors: 8/02/16	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MDS	File #: ACQ-0344	Activity #: 1600193590	P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

2. Transfer Restriction. The Life Tenant may not sell, transfer, convey, mortgage, exchange or otherwise dispose of the Property.
3. No Encumbrances. The Life Tenant may not encumber the Property with any lien, easement, license, covenant, or any other encumbrance without the prior written consent of Grantor.
4. Personal Property. The Life Tenant or Life Tenant's estate may remove any personal property from the Property at any time prior to ninety (90) days after the termination of the Life Estate.
5. Leasing. The Life Tenant may not lease the Property without the prior written consent of Grantor.
6. Maintenance. The Life Tenant shall be responsible for all maintenance of the Property, including all improvements on the Property, at her sole expense. The Life Tenant shall maintain the Property in good condition and repair.
7. Utilities and Taxes. The Life Tenant shall pay for all utilities and taxes, if any in connection with the Property.
8. No liability of Grantor. Grantor shall not be liable for any expenses in connection with the Property.
9. Insurance. The Life Tenant shall maintain property insurance covering all improvements on the Property in an amount equal to the replacement cost of the improvements.
10. Indemnity. The Life Tenant shall indemnify, defend and hold harmless Grantor, and its directors, officers and employees, from any and all present or future claims, demands, or causes of action in law or equity arising out of the Property prior to the termination of the Life Estate.
11. Inspection. Grantor shall have the right to enter upon the Property at reasonable times in order to monitor Life Tenant's compliance with, and to enforce the terms of, this Life Estate. Grantor shall provide at least seven calendar (7) days' notice to Life Tenant prior to entering upon the Property.
12. Prohibited Activities. The Property may not be used for any illegal activities. Life Tenant may not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Property without the prior written consent of Grantor. Life Tenant must remediate and clean up, at her sole cost and expense, any contamination of the Property occurring during the term of the Life Estate.

By: _____ Date _____
Chair, Board of Supervisors

The foregoing instrument was acknowledged before me the _____ day of _____, 2016 by Sharon Bronson, Chair, Pima County Board of Supervisors.

My Commission Expires: 12/31/2011

Tobin Rosen, Deputy County Attorney

Approved as to Content:

Date _____

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

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

Grant of Life Estate

In consideration of the donation of the following legally described real property from Martha C. Hawes, an unmarried woman to Pima County, Arizona, to wit:

That certain real property in Pima County, Arizona consisting of approximately sixty-five (65) acres, legally described on **Exhibit A** and depicted on **Exhibit A-1** attached hereto, and commonly known as Pima County Assessor's Tax Parcel Numbers 119-31-023L; 119-31-023M; 119-31-023N; 119-31-023P; and 119-31-023Q, including all structures and improvements situated thereon, if any, (the "***Property***");

Pima County, Arizona ("Grantor") hereby grants unto Martha C. Hawes, an unmarried woman (the "Life Tenant"), an estate in, on and to the Property, to hold during her life and no longer (the "Life Estate").

The Life Estate shall be subject to the following restrictions and covenants during the term of the Life Estate:

1. Use and Occupancy. The Life Tenant shall have the exclusive right to use and occupy the Property as a residence during the term of the Life Estate.

EXEMPTION: A.R.S. §11-1134.A.3	Board of Supervisors: 8/02/16	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: MDS	File #: ACQ-0344	Activity #: 1600193590
		P <input type="checkbox"/> De <input type="checkbox"/> Do <input checked="" type="checkbox"/> E <input type="checkbox"/>

2. Transfer Restriction. The Life Tenant may not sell, transfer, convey, mortgage, exchange or otherwise dispose of the Property.
3. No Encumbrances. The Life Tenant may not encumber the Property with any lien, easement, license, covenant, or any other encumbrance without the prior written consent of Grantor.
4. Personal Property. The Life Tenant or Life Tenant's estate may remove any personal property from the Property at any time prior to ninety (90) days after the termination of the Life Estate.
5. Leasing. The Life Tenant may not lease the Property without the prior written consent of Grantor.
6. Maintenance. The Life Tenant shall be responsible for all maintenance of the Property, including all improvements on the Property, at her sole expense. The Life Tenant shall maintain the Property in good condition and repair.
7. Utilities and Taxes. The Life Tenant shall pay for all utilities and taxes, if any in connection with the Property.
8. No liability of Grantor. Grantor shall not be liable for any expenses in connection with the Property.
9. Insurance. The Life Tenant shall maintain property insurance covering all improvements on the Property in an amount equal to the replacement cost of the improvements.
10. Indemnity. The Life Tenant shall indemnify, defend and hold harmless Grantor, and its directors, officers and employees, from any and all present or future claims, demands, or causes of action in law or equity arising out of the Property prior to the termination of the Life Estate.
11. Inspection. Grantor shall have the right to enter upon the Property at reasonable times in order to monitor Life Tenant's compliance with, and to enforce the terms of, this Life Estate. Grantor shall provide at least seven calendar (7) days' notice to Life Tenant prior to entering upon the Property.
12. Prohibited Activities. The Property may not be used for any illegal activities. Life Tenant may not cause or permit any hazardous or toxic materials or substances to be brought upon, kept, or used in or about the Property without the prior written consent of Grantor. Life Tenant must remediate and clean up, at her sole cost and expense, any contamination of the Property occurring during the term of the Life Estate.

GRANTOR: PIMA COUNTY

By: _____ Date _____
Chair, Board of Supervisors

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me the _____ day of _____, 2016 by Sharon Bronson, Chair, Pima County Board of Supervisors.

Notary Public

My Commission Expires: _____

Approved as to Form:

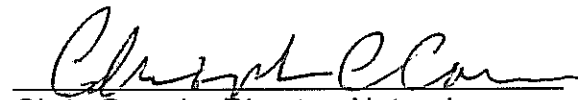


Tobin Rosen, Deputy County Attorney

7/11/16

Date

Approved as to Content:



Chris Cawein, Director, Natural
Resources Parks & Recreation

7/12/16

Date

EXHIBIT A

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

Parcel 1

That portion of the North half of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a U.S.B.L.M. brass cap monument marking the West quarter corner of said Section 29;

Thence from said point of beginning, Northerly along the West line of said Section 29, North 00 degrees 18 minutes 25 seconds West, 900.01 feet;

Thence leaving said West line, East 1190.00 feet;

Thence North 31 degrees 07 minutes 27 seconds East, 251.15 feet;

Thence South 69 degrees 12 minutes 21 seconds East, 169.01 feet;

Thence South 02 degrees 02 minutes 44 seconds West, 280.18 feet;

Thence East, 285.23 feet;

Thence South, 775.00 feet to a point of intersection with the South line of said North half of Section 29;

Thence along said South line, West, 1738.23 feet to the POINT OF BEGINNING.

Except the following described parcel:

That portion of the Southwest quarter of the Northwest quarter of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said Section 29 (West Quarter corner), monumented by a USBLM Brass Cap Monument;

Thence from said point of beginning, Northeasterly along the West line of the Northwest quarter of said Section 29, North 00 degrees 00 minutes 43 seconds East, 899.86 feet (measured) North 00 degrees 18 minutes 25 seconds West, 900.01 feet (record) to an aluminum capped rebar, stamped "RLS 7599";

Thence leaving said West line, Northeasterly along a line being parallel with the South line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 738.23 feet to an aluminum capped rebar stamped "RLS 7599";

Thence leaving said parallel line, Southwesterly along a line parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 599.86 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Northeasterly along a line being parallel with the West line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 245.20 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Southwesterly along a line being parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 300.00 feet to an aluminum capped rebar stamped "RLS 26932" on the South line of the Northwest quarter of said Section 29;

Thence leaving said parallel line, Southwesterly along said South line, South 89 degrees 57 minutes 13 seconds

EXHIBIT A

(Continued)

West, 983.43 feet to the POINT OF BEGINNING.

(JV Arb 79)

Parcel 2

That portion of the Southwest quarter of the Northwest quarter of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said Section 29 (West Quarter corner), monumented by a USBLM Brass Cap Monument;

Thence from said point of beginning, Northeasterly along the West line of the Northwest quarter of said Section 29, North 00 degrees 00 minutes 43 seconds East, 899.86 feet (measured) North 00 degrees 18 minutes 25 seconds West, 900.01 feet (record) to an aluminum capped rebar, stamped "RLS 7599";

Thence leaving said West line, Northeasterly along a line being parallel with the South line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 738.23 feet to an aluminum capped rebar stamped "RLS 7599";

Thence leaving said parallel line, Southwesterly along a line parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 599.86 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Northeasterly along a line being parallel with the West line of the Northwest quarter of said Section 29, North 89 degrees 57 minutes 13 seconds East, 245.20 feet to an aluminum capped rebar stamped "RLS 26932";

Thence leaving said parallel line, Southwesterly along a line being parallel with the West line of the Northwest quarter of said Section 29, South 00 degrees 00 minutes 43 seconds West, 300.00 feet to an aluminum capped rebar stamped "RLS 26932" on the South line of the Northwest quarter of said Section 29;

Thence leaving said parallel line, Southwesterly along said South line, South 89 degrees 57 minutes 13 seconds West, 983.43 feet to the POINT OF BEGINNING.

(JV Arb 78)

Parcel 3

That portion of the North half Section 29, Township 14 South, range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 29;

Thence Northeasterly along the West line of said North half of Section 29, North 00 degrees 00 minutes 43 seconds East, 900.00 feet;

Thence leaving said West line, Southeasterly, South 90 degrees 00 minutes 00 seconds East, 1180.00 feet (record) 1175.00 feet (measured);

Thence Northeasterly North 31 degrees 07 minutes 27 seconds East, 251.15 feet to the most Easterly corner of property described in Docket 11245, Page 2784 and the TRUE POINT OF BEGINNING;

EXHIBIT A

(Continued)

Thence from said true point of beginning, Northwesterly along the Northeasterly boundary of said property described in Docket 11245, Page 2784, North 40 degrees 01 minutes 02 seconds West, 239.23 feet;

Thence Northeasterly North 39 degrees 19 minutes 00 seconds East, 206.74 feet;

Thence Northeasterly North 60 degrees 46 minutes 18 seconds East, 112.91 feet;

Thence Northeasterly North 34 degrees 44 minutes 12 seconds East, 144.46 feet;

Thence Southeasterly South 74 degrees 48 minutes 51 seconds East, 217.60 feet;

Thence Southeasterly South 88 degrees 45 minutes 36 seconds East, 65.24 feet;

Thence Southwesterly South 00 degrees 00 minutes 00 seconds West, 798.59 feet;

Thence due West, 285.23 feet (record) 285.00 feet (measured);

Thence Northeasterly North 02 degrees 02 minutes 44 seconds East, 280.18 feet;

Thence Northwesterly North 69 degrees 12 minutes 21 seconds West, 169.01 feet to the POINT OF BEGINNING.

(JV Arb 83)

Parcel 4

That portion of the North half of Section 29, Township 14 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 29;

Thence Northeasterly along the West line of said North half of Section 29, North 00 degrees 00 minutes 43 seconds East, 900.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing Northeasterly along said West line, North 00 degrees 00 minutes 43 seconds East, 340.00 feet;

Thence leaving said West line, Northeasterly North 88 degrees 55 minutes 41 seconds East, 931.77 feet;

Thence Northeasterly North 65 degrees 30 minutes 00 seconds East, 190.00 feet;

Thence Southeasterly South 50 degrees 41 minutes 00 seconds East, 60.00 feet;

Thence Southeasterly South 40 degrees 01 minutes 02 seconds East, 239.23 feet;

Thence Southwesterly South 31 degrees 07 minutes 27 seconds West, 251.15 feet;

Thence Northwesterly North 90 degrees 00 minutes 00 seconds West, 1175.00 feet (measured) 1180.00 feet (record) to the POINT OF BEGINNING.

(JV Arb 80)

Parcel 5

That portion of the South half of Section 29, Township 14 South, Range 13 East of the Gila and Salt River

EXHIBIT A
(Continued)

Meridian, Pima County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 29;

Thence Northeasterly along the West line of said North half of Section 29, North 00 degrees 00 minutes 43 seconds East, 1240.00 feet to a point being the Northwest corner of that property described in Warranty Deed recorded in Docket 11245, Page 2784 and said point being the TRUE POINT OF BEGINNING;

Thence continuing Northeasterly along said West line, North 00 degrees 00 minutes 43 seconds East, 331.19 feet to a point thereon, said point being the Northwest corner of Parcel Two described in Docket 8288, Page 1580;

Thence leaving said West line, Southeasterly South 86 degrees 43 minutes 33 seconds East, 738.20 feet (record) 730.07 feet (measured);

Thence Northeasterly North 32 degrees 49 minutes 43 seconds East, 426.00 feet (record) 425.07 feet (measured);

Thence Southeasterly South 57 degrees 10 minutes 17 seconds East, 86.24 feet (record) 86.11 feet (measured);

Thence Southeasterly South 64 degrees 14 minutes 17 seconds East, 478.57 feet;

Thence Southwesterly South 34 degrees 44 minutes 12 seconds West, 144.46 feet;

Thence Southwesterly South 60 degrees 46 minutes 18 seconds West, 112.91 feet;

Thence Southwesterly South 39 degrees 19 minutes 00 seconds West, 206.74 feet to a point on the Northeasterly boundary of that property described in Warranty Deed recorded in Docket 11245, Page 2784;

Thence along the Northerly boundary of said property described in Docket 11245, Page 2784, the following courses and distances:

North 50 degrees 41 minutes 00 seconds West, 60.00 feet;

South 65 degrees 30 minutes 00 seconds West, 190.00 feet;

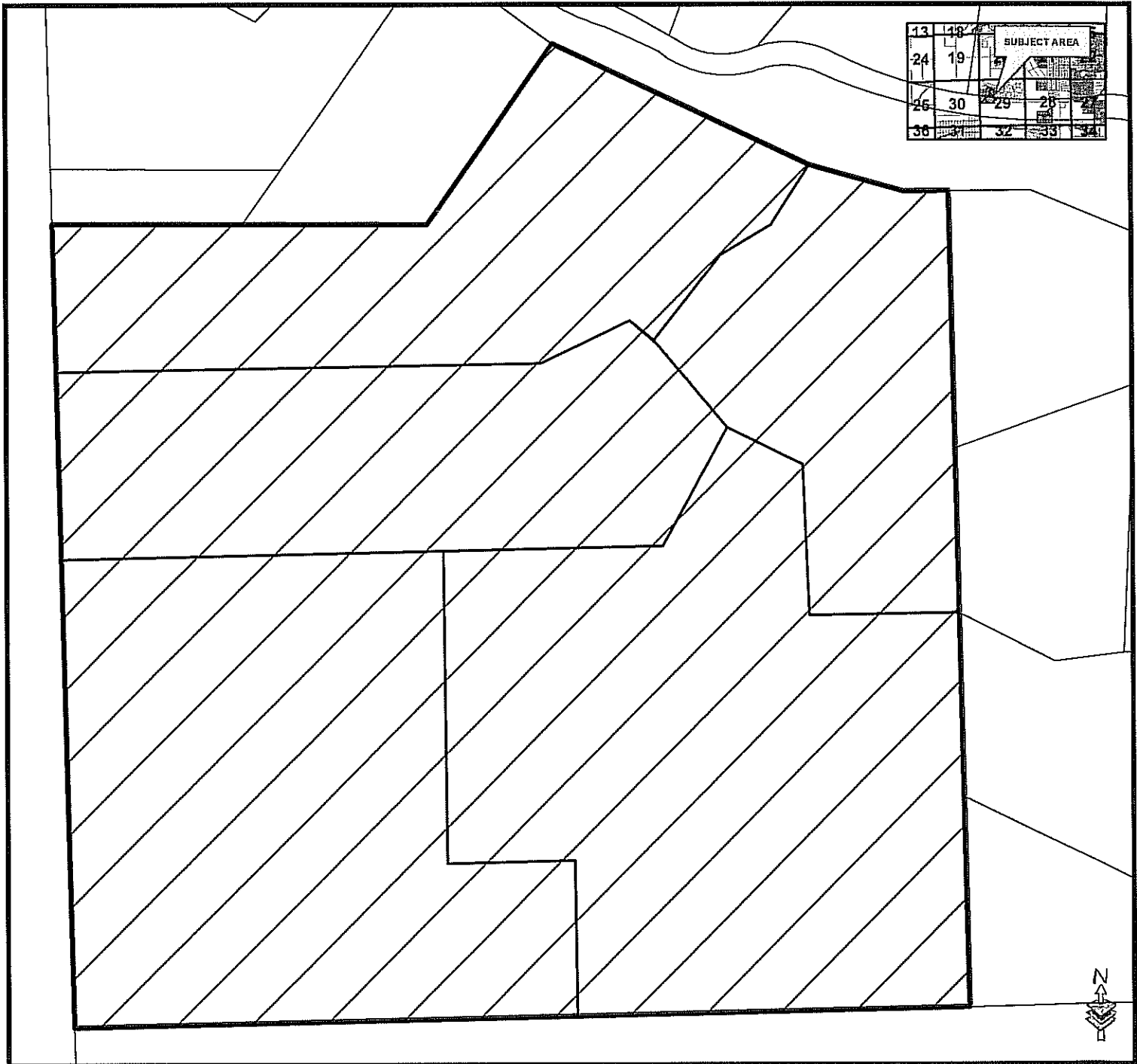
South 88 degrees 55 minutes 41 seconds West, 931.77 feet to the POINT OF BEGINNING.

(JV Arb 82)

Parcel 6

Those easements recorded in Docket 4975, Page 6 and re-recorded in Docket 5035, Page 446; in Docket 6208, Page 950; in Docket 6337, Page 484; and in Book 3 of Surveys, Page 45, records of Pima County, Arizona.

EXHIBIT "A-1"



TOWNSHIP 14 SOUTH
RANGE 13 EAST
SECTION 29 G&SRM
PIMA COUNTY, ARIZONA

PIMA COUNTY
DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT


DRAWN BY: SBUTLER

DATE: 5/27/2016

DRAWING NOT TO SCALE

16015

Parcels

 11931023L, 11931023M, 11932023N 11931023P & 11932023Q

RESOLUTION AND ORDER NO. 2016 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF
SUPERVISORS ACCEPTING A DONATION OF THE
MARTHA C. HAWES PROPERTY VIA SPECIAL
WARRANTY DEED; RESERVING A LIFE ESTATE TO
MARTHA C. HAWES, AND DESIGNATING THE
PROPERTY AS PART OF THE COUNTY PARKS SYSTEM**

The Board of Supervisors of Pima County, Arizona finds:

1. Martha C. Hawes ("Donor") owns and resides on a sixty-five (65) acre parcel of land adjacent to the County-owned Tucson Mountain Park in the Tucson Mountains (the "Property").
2. Donor is desirous of conveying the Property to the County by donation.
3. County is desirous of accepting the donation of the Property from Donor.
4. Donor's donation of the Property to County is expressly conditioned upon County's agreement that the County shall execute a Grant of Life Estate to Donor over and upon the Property, which will allow her to continue to reside on the Property for the remainder of her natural life.
5. County is willing to accept title to the Property subject to the referenced reservation of Life Estate in favor of Donor.
7. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Property to the County; and
8. County has the authority under A.R.S. Sections 48-3603(A) and 11-932 to acquire lands and dedicate the same as Parks; and
9. The Donation Parcel is being acquired for open space and conservation values and will be included as part of Tucson Mountain Park and will be administered by the Pima County Department of Natural Resources, Parks and Recreation;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Donation Agreement is hereby approved.
2. The Chair is hereby authorized and directed to sign the Donation Agreement on behalf of the Pima County Board of Supervisors accepting title to the Property subject to the conditions set forth in the Deed.
3. The Chair is also hereby authorized to sign any and all additional documents related to the acquisition of the Property, including but not limited to the Grant of Life Estate to Donor for the Pima County Board of Supervisors.
4. The Pima County Board of Supervisors hereby designates the Property, as and when the Deed is recorded, as part of the Pima County Parks System and as part of Tucson Mountain Park.
5. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this _____ day of August, 2016.

PIMA COUNTY BOARD OF SUPERVISORS:

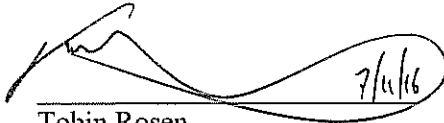
Sharon Bronson, Chair

Date: _____


ATTEST:

Robin Brigode
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Tobin Rosen
Deputy County Attorney

APPROVED AS TO CONTENT:


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