



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 19, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Margaret M. Kidwell, as Trustee of the Margaret M. Kidwell Revocable Trust dated May 6, 1998 ("Donor").

**\*Project Title/Description:**

Agreement to Donate Real Property

**\*Purpose:**

The Donor has agreed to donate to County approximately 120 acres of undeveloped open space, located in the Cienega Valley, east of Sonoita Highway and South of I-10, parcel no. 306-15-013C (the "Property"). The donation will close on or before December 31, 2019. The Deed from Donor to County contains restrictions against further development of the Property in order to preserve open space and conservation values in perpetuity. The well site is excluded from the sale.

RPS File No. Acq-0861

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

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

The County's acceptance of the property will protect a diversity of native plants and wildlife, including rare Total Wreck Talussnails found on the Property (a species covered by Pima County's Multi-Species Conservation plan and Federal Section 10 permit). It will also expand the existing conservation area that includes the County's adjacent Bar V Ranch.

**\*Public Benefit:**

The Property will be an important natural area within the County's Conservation Lands System, and provide scenic views and mitigation for County and Regional Flood Control District public works projects under the Section 10 permit.

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

County will pay an amount not to exceed \$3,000.00 toward County's estimated share of closing costs, including the cost of the premium for a Standard Owner's Title Insurance Policy valuing the property at \$240,000.00.

**\*Retroactive:**

No.

Location Map attached

10: COB-  
Ver. - 1  
Pgs - 23  
(1)

**Contract / Award Information**Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 20\*040Effective Date: 08/19/2019 Termination Date: 12/31/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☒ **Expense Amount: \$\*** \$3,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:** General Fund-Special ProjectsFunding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

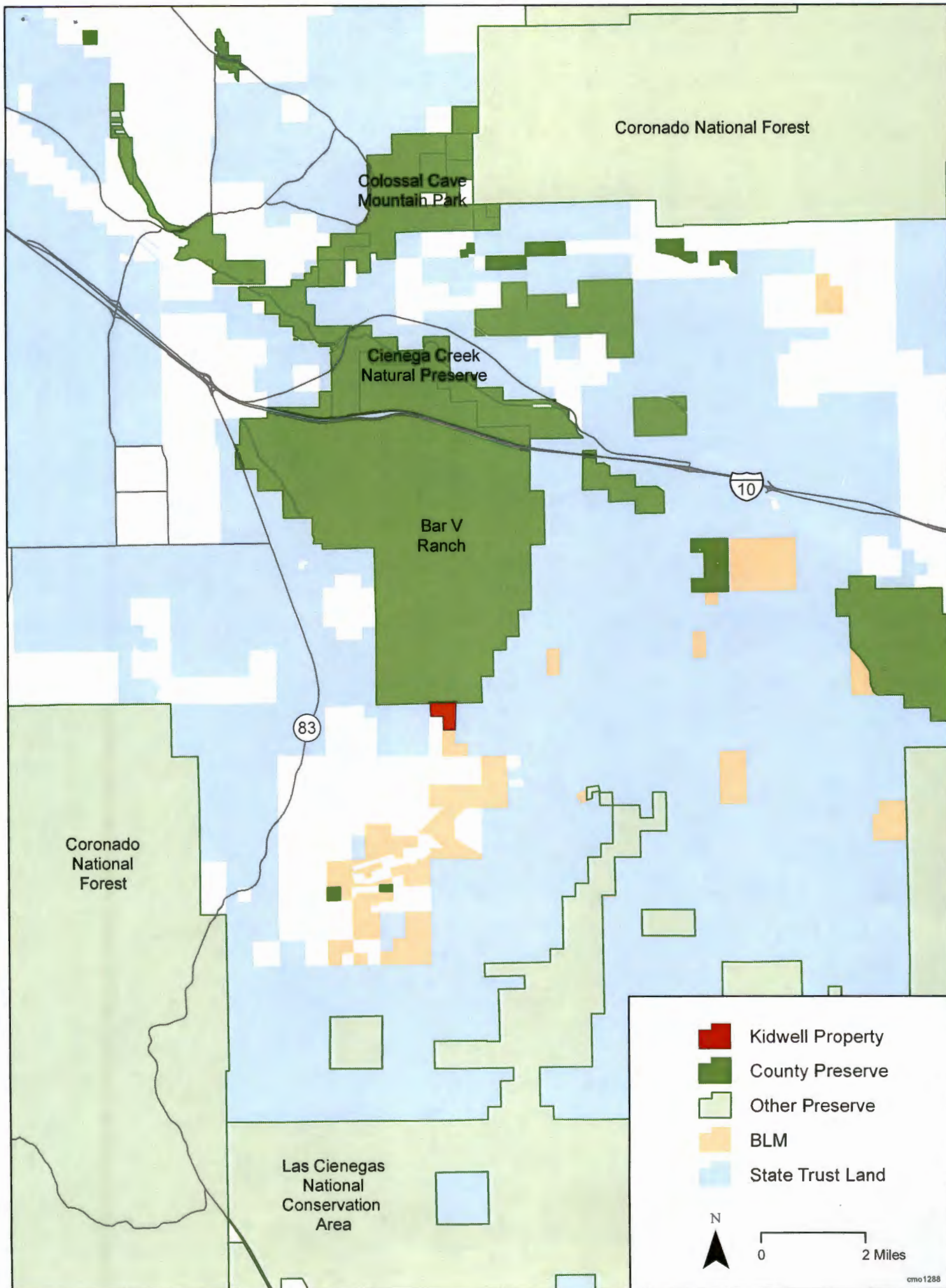
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:** \_\_\_\_\_Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:** \_\_\_\_\_**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Jim RossiDepartment: Real Property ServicesTelephone: 520-724-6667Department Director Signature/Date: [Signature] 7/30/19Deputy County Administrator Signature/Date: [Signature] 7/31/19County Administrator Signature/Date: [Signature] 7/31/19*(Required for Board Agenda/Addendum Items)*



**RESOLUTION AND ORDER NO. 2019 - \_\_\_\_\_**

**RESOLUTION OF THE PIMA COUNTY BOARD OF  
SUPERVISORS ACCEPTING A DONATION OF AN  
APPROXIMATELY 120 ACRE PARCEL OF UNDEVELOPED  
REAL PROPERTY FROM MARGARET M. KIDWELL, AS  
TRUSTEE OF THE MARGARET M. KIDWELL  
REVOCABLE TRUST DATED MAY 6, 1998, AND  
DESIGNATING THE DONATION PARCEL AS PART OF  
THE COUNTY PARKS SYSTEM**

**The Board of Supervisors of Pima County, Arizona finds:**

1. Margaret M. Kidwell, as Trustee of the Margaret M. Kidwell Revocable Trust dated May 6, 1998 ("Donor") owns a parcel of land consisting of approximately 119.65 acres and located east of Sonoita Highway, south of Interstate 10, within the Cienega Valley and adjacent to the County's Bar V Ranch in Pima County (the "Donation Parcel");
2. Donor desires to convey to the County, by donation, the entirety of the Donation Parcel in fee;
3. County desires to accept the donation of the Donation Parcel from Donor;
4. County and Donor have agreed upon the terms of a Donation Agreement to effectuate the conveyance of the Donation Parcel to the County;
5. County has the authority under A.R.S. Section 11-932 to acquire lands and dedicate the same as Parks; and
6. The Donation Parcel is being acquired for open space and conservation values, is within the Pima County Conservation Land System, 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 Chairman is hereby authorized and directed to sign the Donation Agreement on behalf of the Pima County Board of Supervisors accepting title to the Donation Parcel.
3. The Chairman is also hereby authorized to sign any and all additional documents related to the acquisition of the Donation Parcel for the Pima County Board of Supervisors.
4. The Pima County Board of Supervisors hereby designates the Donation Parcel, as and when the Deed is recorded, as part of the Pima County Parks System.
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 \_\_\_\_\_, 2019.

**PIMA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Richard Elias, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Julie Castaneda  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Kell Olson  
Deputy County Attorney

APPROVED AS TO CONTENT:

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

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

**PROJECT:** Accept Donation of Real Property  
Consisting of Approximately 120 Fee Acres;  
Pay Closing Costs

**DONOR:** Margaret M. Kidwell, Trustee of  
the Margaret M. Kidwell Revocable Trust  
Dated May 6, 1998

**AMOUNT:** Not to Exceed \$3,000.00

**CONTRACT**

NO. CT-PW-20-040

**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 Margaret M. Kidwell, Trustee of the Margaret M. Kidwell Revocable Trust Dated May 6, 1998 ("**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 Chairman 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 one-hundred twenty (120) acres, legally described on **Exhibit A** and depicted on **Exhibit A-1** attached hereto, and commonly known as Assessor's Tax Parcel Number 306-15-013C, including all structures and improvements situated thereon, if any, (the "**Property**");

2.2. Donor desires to donate the Property to Donee, subject to those terms and conditions as set forth with specificity in this Agreement; and

2.3. Donee desires to accept the Property from Donor, 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.

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.

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 Pioneer Title Agency, Inc., Kim Moss, Escrow Agent, after completion of the Inspection Period, but no later than December 31, 2019, 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 With Restrictions and Reservation of Access Easement ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions and to the Restrictions expressly set forth in the Deed, and reserving unto Grantor an Access Easement to the Well Site and adjacent parcels owned by Grantor;

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.

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

7.4.1 Not Applicable.

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>3,000.00</u>	Estimated County Closing Costs
\$ <u>3,000.00</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.

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

**Donor: Margaret M. Kidwell Revocable Trust Dated  
May 6, 1998**

Margaret M. Kidwell  
Margaret M. Kidwell, Trustee

July 24, 2019  
Date

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

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Cawein, Director, Natural Resources Parks  
And Recreation

5/14/19  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: 306-15-013C

# Exhibit "A"

## LEGAL DESCRIPTION

The North half of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona

**EXCEPT** one-half interest in and to the existing mineral rights as reserved in instrument recorded in docket 3663, Page 290:

**ALSO EXCEPT** all that portion of the Northwest One-quarter of the Northwest One-quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 33, a GLO Stone with associated section markings, to which the northwest section corner, a 1/2" rebar tagged "LS 10046", bears North 02°00'55" West a distance of 2637.33 feet;

THENCE along the west line of said northwest one quarter North 02°00'55" West a distance of 1318.66 feet to the southwest corner of said northwest one quarter of the northwest one quarter;

THENCE along the south line of said northwest one quarter of the northwest one quarter North 89°39'27" East a distance of 34.05 feet;

THENCE North 03°09'13" East a distance of 24.18 feet to the beginning of a tangent curve concave to the southeast having a radius of 120.00 feet and a central angle of 80°49'23";

THENCE along the arc of said curve to the right a distance of 169.28 feet to a point of a non-tangent curve concave to the southeast having a radius of 75.00 feet and a central angle of 60°18'20" and to which a radial line bears North 60°38'53" West;

THENCE along the arc of said curve to the right a distance of 78.94 feet to a point of tangency;

THENCE North 89°39'27" East a distance of 18.00 feet to the POINT OF BEGINNING;

THENCE North 00°20'33" West a distance of 20.59 feet;

THENCE North 87°59'05" East a distance of 40.00 feet;

THENCE South 00°20'33" East a distance of 40.00 feet;

THENCE South 87°59'05" West a distance of 40.00 feet;

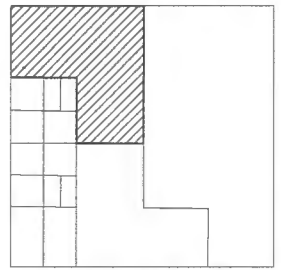
THENCE North 00°20'33" West a distance of 19.41 feet to the POINT OF BEGINNING.

# Kidwell Donation Parcel

 APN 306-15-013C

SECTION 33  
TOWNSHIP 17 SOUTH  
RANGE 17 EAST

SUBJECT AREA



SECTION 33 G&SRM  
PIMA COUNTY, ARIZONA

Well Site  
not included

013C



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

19005

DRAWING NOT TO SCALE

DRAWN BY: JLITTLE

DATE: FEB 2019

**EXHIBIT "A-1"**



## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 210530 KM

Escrow Officer: Kim Moss at (520) 797-2693

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the subsequent effective date hereof but prior to the date the proposed Insured acquires of records for value the estate or interest or mortgage thereon covered by this Public.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST NATIONAL TITLE INSURANCE COMPANY.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

FNTI Form No.: Com16 ALTA Commitment for Title Insurance Adopted 8-01-2016

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## Exhibit "B"





## COMMITMENT FOR TITLE INSURANCE

Issued by

Pioneer Title Agency, Inc.

Order Number: 210530 KM

Escrow Officer: Kim Moss at (520) 797-2693

### SCHEDULE B, PART II

(Continued)

(Note: The above Exceptions Nos. 2 through 8, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

9. TAXES for the full year of 2019, a lien, not yet due or payable.

10. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

11. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

12. 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.

13. Established and/or existing roads, highways, rights-of-way or easements.

14. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 6606 at page(s) 946, 955, and 968

15. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 10029 at page 1874

16. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 10029 at page 1878

17. Easement(s) for the purposes set forth therein and rights incident thereto as set forth in Docket 10329 at page 1986

18. Terms, conditions, restrictions, easements, liabilities and/or obligations as set forth in Well Agreement recorded in Docket 10029 at page 1868

19. THE LACK OF A RIGHT OF ACCESS to and from said land.

20. Such matters as may be found by a search of the State of Arizona Land Department records

### END OF SCHEDULE B, PART II

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIRST NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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

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

**Special Warranty Deed  
With Restrictions And Reservation of Access Easement**

Margaret M. Kidwell, Trustee of the Margaret M. Kidwell Revocable Trust Dated May 6, 1998, 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 "A-1" 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.

Subject, further, to an express restriction upon any development, subdivision or splitting of the Property into smaller parcels (the "Deed Restriction"), except as set forth below. The Deed Restriction may only be amended in a writing signed by Grantor and Grantee. The Deed Restriction shall run with the land in perpetuity and be binding upon the Grantee, its successors and assigns. The Deed Restriction is intended for the express benefit of the citizens of Pima County, Arizona and shall be enforceable by Grantor and any third party expressly designated by Grantor in writing to enforce the Deed Restriction contained herein. Any party who may enforce the Deed Restriction may maintain an action in equity to enforce said restriction, including the granting of injunctive relief and if successful will be entitled to an award of attorney fees and costs incurred in such enforcement action. Any conveyance of the Property in violation of the Deed Restriction shall be null and void.

The Deed Restriction is not intended to and will not operate to restrict Grantee's use of the structures or improvements situated on the Property at the time of the recording of this Deed in any manner, or the maintenance, repair and replacement of such existing improvements on the Property. The following activities are not in violation of the Deed Restriction and shall be considered permitted activities for purposes of the Deed Restriction:

Vegetation removal and/or alteration as reasonable and necessary for habitat improvements, to promote the recovery or reestablishment of native species, and/or for fencing, maintaining utility easements or livestock developments;



Use of surface or subsurface water from water developments or natural sources for on-site domestic use, habitat improvements, livestock watering, wildlife waters, fire-fighting, or dust control;

Prescribed fire for all areas of the Property;

Replacement of existing wells, pumps, pipelines, windmills, septic systems, and storage tanks as necessary for permitted operations on the Property, along with maintenance and repair of existing water developments;

Construction of new roads, permanent or temporary, but only where reasonable and necessary to provide access to adjacent public lands, or livestock-related activities;

Construction of trails for non-motorized recreation including hiking, wildlife-watching, mountain biking, hunting access to adjoining public lands, and horseback riding; and/or

Wildlife management activities carried out in cooperation with the Arizona Game and Fish Department.

Reserving unto Grantor, its successors and assigns, for the benefit of and running with the real property described on **Exhibit "B"** attached hereto, the ("Benefited Lands"), a perpetual, non-exclusive easement for ingress and egress, as legally described in **Exhibit "C"** attached hereto, over and upon the Property to and from the Benefited Lands; provided however, that use of the easement reserved hereby shall, to the extent practicable, be confined to existing roads, paths and trails upon the Property, and to existing underground water lines from the well site to the Benefited Lands; and provided further that this shall not be construed to permit the grazing of livestock on the Property.

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 THIS PAGE LEFT INTENTIONALLY BLANK*

Margaret M. Kidwell, Trustee of the Margaret M. Kidwell Revocable Trust  
Dated May 6, 1998

\_\_\_\_\_  
Margaret M. Kidwell

\_\_\_\_\_  
Date

STATE OF ARIZONA     )  
                                      ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Margaret M. Kidwell, in her capacity as Trustee of the Margaret M. Kidwell Revocable Trust dated May 6, 1998.

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

My commission Expires:

\_\_\_\_\_

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ACCEPTED AND AGREED:

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

By \_\_\_\_\_  
Neil J. Konigsberg, Manager  
Pima County Real Property Services

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Chris Cawein, Director, Natural  
Resources Parks & Recreation Department

APPROVED AS TO FORM:

\_\_\_\_\_  
Kell Olson, Deputy Pima County  
Attorney, Civil Division

\_\_\_\_\_  
Date

EXHIBIT ONLY - NOT FOR EXECUTION

## Exhibit "A"

### LEGAL DESCRIPTION

The North half of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona

**EXCEPT** one-half interest in and to the existing mineral rights as reserved in instrument recorded in docket 3663, Page 290:

**ALSO EXCEPT** all that portion of the Northwest One-quarter of the Northwest One-quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 33, a GLO Stone with associated section markings, to which the northwest section corner, a 1/2" rebar tagged "LS 10046", bears North 02°00'55" West a distance of 2637.33 feet;

THENCE along the west line of said northwest one quarter North 02°00'55" West a distance of 1318.66 feet to the southwest corner of said northwest one quarter of the northwest one quarter;

THENCE along the south line of said northwest one quarter of the northwest one quarter North 89°39'27" East a distance of 34.05 feet;

THENCE North 03°09'13" East a distance of 24.18 feet to the beginning of a tangent curve concave to the southeast having a radius of 120.00 feet and a central angle of 80°49'23";

THENCE along the arc of said curve to the right a distance of 169.28 feet to a point of a non-tangent curve concave to the southeast having a radius of 75.00 feet and a central angle of 60°18'20" and to which a radial line bears North 60°38'53" West;

THENCE along the arc of said curve to the right a distance of 78.94 feet to a point of tangency;

THENCE North 89°39'27" East a distance of 18.00 feet to the POINT OF BEGINNING;

THENCE North 00°20'33" West a distance of 20.59 feet;

THENCE North 87°59'05" East a distance of 40.00 feet;

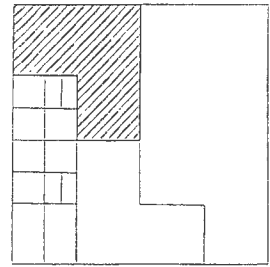
THENCE South 00°20'33" East a distance of 40.00 feet;

THENCE South 87°59'05" West a distance of 40.00 feet;

THENCE North 00°20'33" West a distance of 19.41 feet to the POINT OF BEGINNING.

# Kidwell Donation Parcel

SUBJECT AREA



SECTION 33 G&SRM  
PIMA COUNTY, ARIZONA



APN 306-15-013C

SECTION 33  
TOWNSHIP 17 SOUTH  
RANGE 17 EAST

013C

Well Site  
not included



19005

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

DRAWING NOT TO SCALE

DRAWN BY: JLITTLE

DATE: FEB 2019

**EXHIBIT "A-1"**

10 May 2019

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

All that portion of the Northwest One-quarter of the Northwest One-quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**COMMENCING** at the west quarter corner of said Section 33, a GLO Stone with associated section markings, to which the northwest section corner, a ½" rebar tagged "LS10046", bears North 02°00'55" West a distance of 2637.33 feet;

**THENCE** along the west line of said northwest one quarter North 02°00'55" West a distance of 1318.66 feet to the southwest corner of said northwest one quarter of the northwest one quarter;

**THENCE** along the south line of said northwest one quarter of the northwest one quarter North 89°39'27" East a distance of 34.05 feet;

**THENCE** North 03°09'13" East a distance of 24.18 feet to the beginning of a tangent curve concave to the southeast having a radius of 120.00 feet and a central angle of 80°49'23";

**THENCE** along the arc of said curve to the right a distance of 169.28 feet to a point of a non-tangent curve concave to the southeast having a radius of 75.00 feet and a central angle of 60°18'20" and to which a radial line bears North 60°38'53" West;

**THENCE** along the arc of said curve to the right a distance of 78.94 feet to a point of tangency;

**THENCE** North 89°39'27" East a distance of 18.00 feet to the **POINT OF BEGINNING**;

**THENCE** North 00°20'33" West a distance of 20.59 feet;

**THENCE** North 87°59'05" East a distance of 40.00 feet;

**THENCE** South 00°20'33" East a distance of 40.00 feet;

**THENCE** South 87°59'05" West a distance of 40.00 feet;

**THENCE** North 00°20'33" West a distance of 19.41 feet to the **POINT OF BEGINNING**.



## Exhibit “B” (Continued)

### BENEFITTED LANDS

#### Parcel A

The Northwest quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona

**EXCEPT** one-half interest in and to the existing mineral rights.

#### Parcel B

The West half of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona

**EXCEPT** one-half interest in and to the existing mineral rights.

#### Parcel C

The East half of the Northeast quarter of the Southwest quarter of the Northwest quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona

**EXCEPT** one-half interest in and to the existing mineral rights.

**LEGAL DESCRIPTION**

A 20.00 foot wide access easement over a portion of the Northwest One-quarter of the Northwest One-quarter of Section 33, Township 17 South, Range 17 East, Gila & Salt River Meridian, Pima County, Arizona, the centerline of said easement being more particularly described as follows:

**COMMENCING** at the west quarter corner of said Section 33, a GLO Stone with associated section markings, to which the northwest section corner, a ½" rebar tagged "LS10046", bears North 02°00'55" West a distance of 2637.33 feet;

**THENCE** along the west line of said northwest one quarter North 02°00'55" West a distance of 1318.66 feet to the southwest corner of said northwest one-quarter of the northwest one-quarter;

**THENCE** along the south line of said northwest one-quarter of the northwest one-quarter North 89°39'27" East a distance of 34.05 feet to the **POINT OF BEGINNING** of said centerline;

**THENCE** North 03°09'13" East a distance of 24.18 feet to the beginning of a tangent curve concave to the southeast having a radius of 120.00 feet and a central angle of 80°49'23";

**THENCE** along the arc of said curve to the right a distance of 169.28 feet to a point of a compound curve concave to the south, having a radius of 15.00 feet and a central angle of 46°58'13", said point hereafter referred to as "Point A";

**THENCE** along the arc of said curve to the right a distance of 12.30 feet to a point of tangency;

**THENCE** South 49°03'10" East a distance of 118.47 feet to the beginning of a tangent curve concave to the northeast having a radius of 110.00 feet and a central angle of 41°47'44";

**THENCE** along the arc of said curve to the left a distance of 80.24 feet to a point of tangency;

**THENCE** North 89°09'06" East a distance of 95.95 feet to the beginning of a tangent curve concave to the south having a radius of 110.00 feet and a central angle of 24°39'43";

**THENCE** along the arc of said curve to the right of a distance of 47.35 feet to a point of tangency;

**THENCE** South 66°11'11" East a distance of 44.67 feet to a point on the south line of said northwest one-quarter of the northwest one-quarter being North 89°39'27" East a distance of 500.06 feet from said southwest corner;



Together with a 20.00 foot wide access easement being 10 feet on each side of the following described centerline;

**BEGINNING** at the aforementioned "Point A", being the beginning of a curve concave to the southeast having a radius of 75.00 feet and a central angle of  $60^{\circ}18'20''$  and to which a radial line bears North  $60^{\circ}38'53''$  West;

**THENCE** along the arc of said curve to the right a distance of 78.94 feet to a point of tangency;

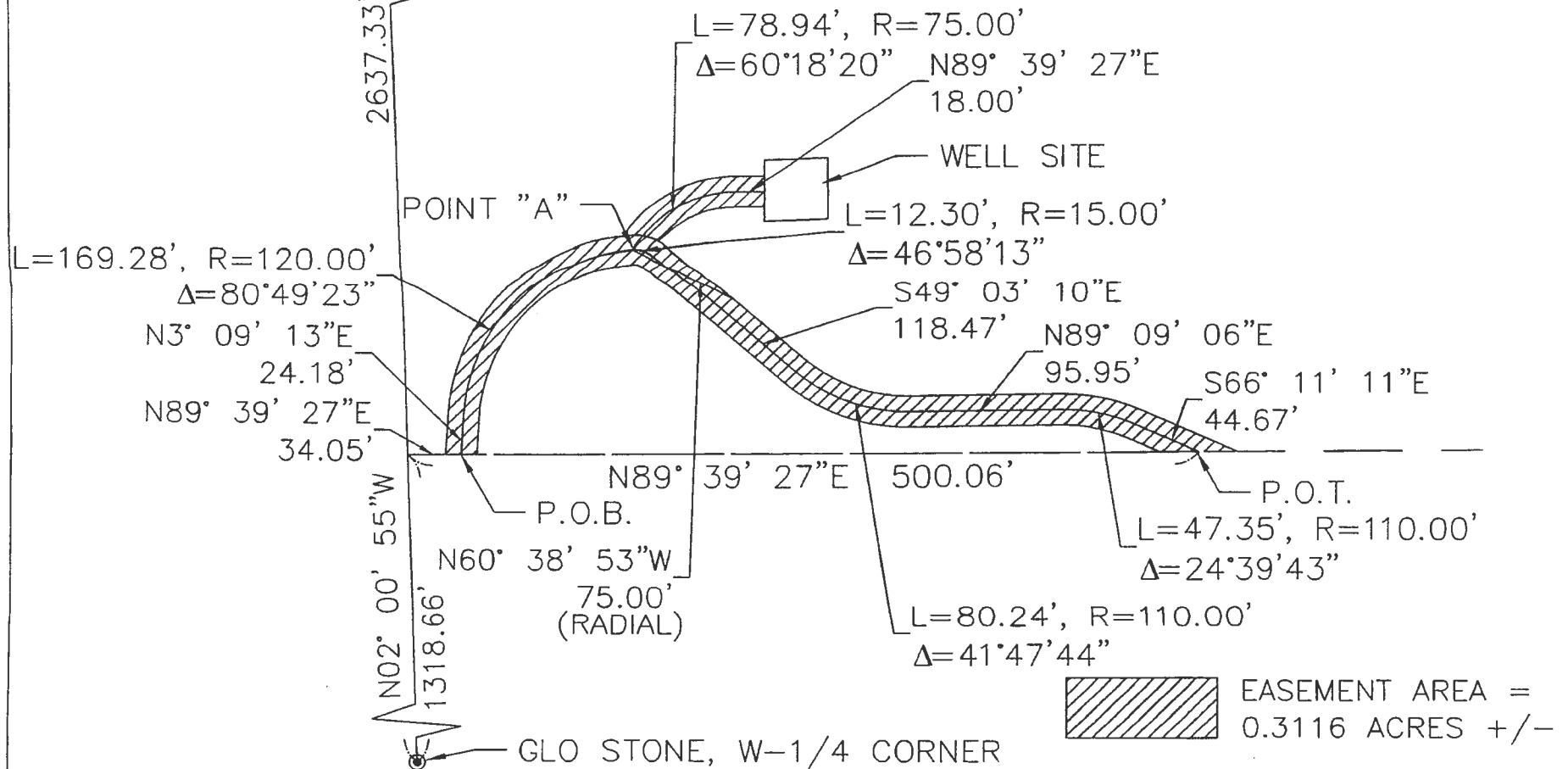
**THENCE** North  $89^{\circ}39'27''$  East a distance of 18.00 feet to the **POINT OF TERMINUS** of said centerline, being a point on the west line of an existing well site.

The side lines of said easement to be lengthened or shortened to intersect with the south line of said northwest quarter of the northwest quarter and the west line of said well site.



NW SEC COR  
1/2" REBAR  
"LS 10046"

## DEPICTION OF EXHIBIT "C"



N



## PIMA COUNTY SURVEY

A PORTION OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 17 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 09 May 2019

Drawn By: AJI

Sheet 3 of 3