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# Board of Supervisors Memorandum

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September 7, 2021

**Deed of Easements between Pima County and the United States Air Force on County Properties within the Davis-Monthan Air Force Base Approach/Departure Corridor for REPI Grant Match**

Background

As a community partner, and with an annual economic impact of nearly \$2 billion on our local economy, Pima County has been a long-time supporter of Davis-Monthan Air Force Base (DM). This includes protecting the base from incompatible development encroachment detrimental to its mission and future mission growth opportunities. High cost of operations and encroachment of incompatible land uses, such as residential and uses with very high employee densities in their Approach/Departure Corridor (ADC), are significant threats to military installations that can compromise base operations, mission retention and growth, and are one of the criteria assessed in a Base Realignment and Closure (BRAC) process.

In 2017, the Board of Supervisors unanimously approved an Encroachment Management Agreement (EMA) between the County and the United States Air Force (USAF) to assist DM in seeking military installation encroachment prevention funds under the federal Readiness Environmental Protection Integration (REPI) grant match program to purchase property interests, such as easements, that protect the base from incompatible land uses within their ADC and adjacent areas. The REPI program is administered by the Office of the Secretary of Defense (OSD) and was created to prevent, remove or mitigate incompatible land uses that restrict training, testing and operations through partnerships with local communities.

Through the EMA, DM was successfully awarded REPI funds in 2017, with an opportunity to continue to apply annually to receive additional funds for up to 5 years. With successful submittals in fiscal years 2017, 2018 and 2019, DM has been awarded \$7.25 million in REPI funds.

REPI is based on a willing seller only program and working with the County, DM identified properties eligible for easement acquisitions within their priority acquisition areas. Per the terms of the agreement, the County acts on behalf of DM to purchase property interests from willing sellers within the priority areas using their REPI funds.

The Board's most recent action on this program was the December 2020 purchase of a development restrictive easement with REPI funds on the 150-acre VP Commerce property for \$5.85 million, located in and adjacent to the accident potential zone in the ADC. This property was one of the few larger privately owned parcels remaining within this sensitive area of the ADC, with up to 2,800 employees possible prior to the easement. From an encroachment and public safety perspective, the VP Commerce property was the highest priority acquisition for DM. This ongoing REPI partnership between DM and the County continues to progress with successful encroachment prevention acquisitions beneficial to the Base, the community and landowners participating in the program.

Pima County REPI Partnership

The Air Force Civic Engineering Center (AFCEC) oversees the implementation of REPI programs in Air Force installations. With each additional REPI award, AFCEC and the County administratively amend

The Honorable Chair and Members, Pima County Board of Supervisors

**Re: Deed of Easements between Pima County and the United States Air Force on County  
Properties within the Davis-Monthan Air Force Base Approach/Departure Corridor for REPI  
Grant Match**

September 7, 2021

Page 2

the EMA to reflect the additional amounts awarded to DM. As part of this REPI partnership, the County provides the required REPI grant match, which we have been able to meet using properties acquired in the past with 2004 bond funds earmarked for Base encroachment prevention in the ADC. The County's past voter-approved \$10 million investment in the ADC is being used to leverage these federal funds by valuing and conveying development restrictive easements to the Air Force on these past County-acquired properties, per the Board's approval.

To date, DM has been awarded a total of \$7.25 million in REPI funds for fiscal years 2017, 2018 and 2019. The County has been able to match these REPI funds for those fiscal years, totaling \$6.55 million, using our past acquired County properties located within the ADC as described above, in lieu of funds. For fiscal year 2017, the Board unanimously approved a Deed of Easement to convey restrictive easements to the USAF on 17 County-owned parcels in the ADC totaling 52 acres, with a restrictive easement value of \$1.57 million. However, the 2018 and 2019 County matches have been significantly delayed due to management changes and turnover in AFCEC. AFCEC has now completed the review and issued approval to move forward with our FY18 and FY19 County easement match submittals for Board and Air Force approval. The Fiscal Year 2018 County grant match restrictive Deed of Easement is for 40 parcels in the ADC totaling 131 acres, valued at \$4.281 million (Attachment 1). The Fiscal Year 2019 County grant match restrictive Deed of Easement is for 2 parcels in the ADC totaling 58 acres, with an easement valued at \$769,700 (Attachment 2). Approval of these two restrictive easements on existing County-acquired properties within the ADC would meet our 2018 and 2019 match requirements, in lieu of funds. Again, we are simply restricting development uses on County-owned properties within the DM approach/departure corridor as our grant match.

Recommendation

I recommend the Board of Supervisors continue to support the REPI partnership, pursuant to the Encroachment Management Agreement, as amended, and approve the 2018 and 2019 Deed of Easements to convey restrictive development easements on County-owned properties to the USAF, as the County's FY18 and FY19 REPI grant match.

Sincerely,



C.H. Huckelberry  
County Administrator

CHH/anc – August 31, 2021

c: Jan Leshner, Chief Deputy County Administrator  
Carmine DeBonis, Jr., Deputy County Administrator for Public Works  
Diana Durazo, Special Projects Manager, County Administrator's Office

# ATTACHMENT 1

**WARRANTY  
DEED OF EASEMENT**

THIS DEED OF EASEMENT ("Easement") is made effective as of September \_\_\_, 2021 (the "Effective Date") by Pima County, a political subdivision of the State of Arizona, 130 W. Congress, Tucson, Arizona 85701 (the "Grantor") and The United States of America, acting by and through the Secretary of the Air Force pursuant to delegated authority (the "Grantee"). When used in this Easement, unless the context otherwise specifies, "Grantor" includes Grantor's successors and assigns, and "Grantee" includes the successors and assigns of The United States of America and the Secretary of the Air Force. The Grantor and the Grantee may be collectively referred to as "Parties," or each may be referred to as a "Party."

**WITNESSETH**

A. Grantor and Grantee are each a party to that certain Encroachment Management Agreement ("Agreement") dated July 21, 2017 concerning an Installation Encroachment Management Plan in the vicinity of Davis-Monthan Air Force Base, Tucson, Arizona ("Installation"), which was entered into under the authority of 10 U.S.C. § 2684a. Under the Agreement, Grantor, as the "Eligible Entity," agreed to share in the Acquisition Costs for the acquisition of Real Property Interest(s) (as those terms are defined in the Agreement) through the transfer of a real property interest, this Easement, as its contribution pursuant to 10 U.S.C. § 2684a(d)(E)(iii).

B. The Parties acknowledge the Easement being conveyed by this Warranty Deed of Easement over the Property (as defined below) has an appraised value of \$4,281,500.00.

C. The Property (as defined below) was platted prior to Grantor's acquisition of fee title to the Property. Such plats were previously recorded at Book No. 49 pages 34-1 to 34-4 (Rita Ranch Commerce Center) and Book No. 61 pages 1-1 to 1-4 (Rincon Valencia Industrial Park), Pima County Recorder's Office, Pima County, Arizona (the "Plats") as depicted in Exhibits B.

D. Six lots within the Rincon Valencia Industrial Park (Lots 1, 2, 3, 4, 36 and 37) are subject to that certain Pre-Annexation and Development Agreement with the City of Tucson ("City") dated February 18, 2009 and recorded at Docket 13499, Page 2218 of the Official Records of Pima County, Arizona (the "Pre-Annexation Agreement"), wherein the City intended to annex those

six lots and permit development under City ordinances and processes, but has not completed such annexation.

E. The Parties desire to satisfy the purpose of the Agreement and prevent further encroachment on the missions of the Installation, and agree that the Property (as defined below) will not be developed either according to the Plats or otherwise.

F. The acquiring federal agency for the United States of America is the United States Air Force pursuant to 10 U.S.C. § 2684a.

NOW THEREFORE, for good and valuable consideration and the mutual covenants, terms, and conditions contained in this Easement, the Grantor hereby grants, conveys, and warrants to the Grantee a restrictive use easement in perpetuity on and over the land described in Exhibit A (the "Property") and depicted in Exhibit B, on the terms and conditions as set forth in this Easement:

1. Purpose. It is the purpose of this Easement to prohibit any development or use of the Property that would be incompatible with the mission of the Installation, or that might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or near the Installation (collectively, the "Purpose").

2. Grantor's Representations. Grantor represents that there is no current development of the Property as of the Effective Date of this Easement and that the Plats referenced herein, including any previously recorded declarations of special covenants or restrictions related to such Plats, and annexation by the City will not interfere with the restrictions provided in this perpetual Easement.

3. Prohibited Uses. The Grantor is prohibited from any development, activity or use of the Property inconsistent with the Purpose. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Notwithstanding the Plats, any other prior recorded plat on the Property, the Pre-Annexation Agreement, any Covenants, Conditions and Restrictions filed of record by any Property Owner's Association on any portion of the Property, any zoning, and any development plans that have been submitted to the Grantor or the City in regards to the Property prior to the Effective Date, all residential, commercial, industrial or recreational development and/or use is prohibited. Commercial activities are prohibited on the Property except for Agriculture (as that term is defined below) activities that such Agriculture activity complies with the prohibitions in this section 3.

"Agriculture" means all methods of production and management of livestock, crops, trees, and other vegetation, as well as aquiculture including the related activities of tillage, fertilization, pest control, and harvesting as well as the feeding, housing, training and maintenance of animals such as cows, sheep, goats, hogs, horses, and poultry. It does not include the sale of agricultural products produced on the Property.

b. No structure or tree may exceed 80 feet above ground level.

c. No lighting shall be permitted on the Property that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.

d. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation.

e. No activities shall be permitted that involve the processing, storage, wholesale trade, or distribution of chemical, petroleum, and rubber products and other hazardous or highly flammable materials.

4. Rights of the Grantee. To accomplish the Purpose of this Easement, the Grantor conveys the following rights to the Grantee:

a. To take actions deemed necessary by Grantee to limit any development or use of the Property that would be incompatible with the mission of the Installation;

b. To enter upon the Property at reasonable times in order to monitor compliance with, and enforce the terms of this Easement; provided, the entry shall be made after giving reasonable notice to the Grantor as each circumstance may permit, and the Grantee shall not unreasonably interfere with use and quiet enjoyment of the Grantor of the Property; and

c. To prevent any activity on, or use of, the Property inconsistent with the Purpose of this Easement, and to require the demolition of structures and the restoration of areas or features of the Property which may be damaged by any inconsistent activity or use, pursuant to Section 4 below.

5. Enforcement and Remedies. Upon any breach of a term of this Easement, the Grantee may institute suit to enjoin any breach or enforce any term by injunction and require the Property be restored promptly to the condition required by this Easement. The remedies of the Grantee shall be cumulative, and shall include any other rights and remedies available to the Grantee at law or in equity.

6. Discretion of the Grantee. Enforcement of the terms of this Easement shall be undertaken at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term of this Easement on one occasion shall discharge or invalidate that term or any other term of this Easement, or affect the enforcement right of the Grantee in the event of a subsequent breach or default.

7. Notices. Any notice, approval, or communication that either Party is required or desires to give related to this Easement must be given in writing and may be served personally,

including by recognized courier service, or sent by certified mail, return receipt requested, by the U.S. Postal Service, to:

Grantor: Pima County Administrator  
115 N. Church Ave, Second Floor, Suite 231  
Tucson, AZ 85701 (520)724-8661

Real Property Services  
Public Works Center  
201 N. Stone Ave., 6<sup>th</sup> Floor  
Tucson, AZ 85701 (520)724-6313

Department of the Air Force: Ms. Kacey Carter, Base Community Planer  
3775 S. Fifth St., Building 4201  
Davis-Monthan AFB, AZ 85707-9853  
520-228-3291

or to any other address a Party may designate by written notice to the other Party.

8. Grantor's Rights. Grantor retains all rights to use the Property in any manner not inconsistent with the rights granted hereunder to the Grantee.

9. Subsequent Transfers. The Grantor shall give written notice, by the means specified in Section 6, to the Grantee of the transfer or assignment of any interest in the Property at least twenty (20) business days prior to the effective date of such transfer or assignment. The Grantor agrees to make any transfer or assignment subject to the terms of this Easement. For purposes of this section, business days means Monday through Friday exclusive of Federal holidays.

10. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of the invalid provision to persons or circumstances other than those in favor of which it is found to be invalid, as the case may be, shall not be affected.

11. Runs with the Land. The covenants, terms, conditions, and restrictions of this Easement shall be deemed to touch and concern, and run with, the Property.

12. Title Warranty. Grantor represents and warrants that Grantor has fee simple title to the Property, subject to easements of record. Grantee has obtained a preliminary title report on the Property from Pioneer Title Agency Inc. Title Insurance Company that shows prior encumbrances of record affecting the Property (the "**Prior Encumbrances**"). Grantor promises to defend title to the Property against all claims that may be made against it or its use, including this Easement. If Grantor discovers at any time that any old or new interest in the land exists that has not been disclosed, Grantor shall immediately notify Grantee of the discovery and shall take all necessary steps to ensure that the interest is made subject to this Easement and that the existence of the interest or the exercise of any rights under it does not interfere with this Easement.

13. Rights of Third Parties. This Easement is made subject to existing utility and other

public and private easements affecting or pertaining to the Property.. If Grantor grants any subsequent easements to third parties, it will notify the Grantee and require such third party grantees to coordinate their use of the Property with the Grantee.

14. Termination. If the Installation closes and all military operations on the Property cease, the Parties may terminate this Easement and remove the restrictions imposed by this Easement on the Property.

15. Entire Agreement. This Easement sets forth the entire agreement of the Parties for the conveyance of a restrictive easement on the Property, and supersedes all prior discussions, negotiations, understandings, or agreements, oral or written, relating to this Easement, all of which are merged into this Deed of Easement, with the exception of the Management Agreement.

IN WITNESS WHEREOF, the Grantor has affixed its signature on the day and year written above.

**(SIGNATURES ON NEXT PAGES)**





**IN WITNESS WHEREOF**, the Parties hereto by their duly authorized representatives have caused this Easement to be executed in their names as of the day and year indicated below.

day of 2021

## §

Commission Expiration Date

## Exhibit A

Below are the Properties Pima County will restrict through the Easement located in Pima County, and within the Davis-Monthan Air Force Base identified Accident Potential Zones, totaling approximately 131.81 acres.

### Rincon Valencia Industrial Park Parcels

Lots 1 through 12 and 23 through 37 and portion of roads of Rincon Valencia Industrial Park, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 61 of Maps and Plats at page 1.

Together with all that portion of Keeley Drive, Mann Avenue, Amere Avenue and McCulloch Drive lying within said Rincon Valencia Industrial Park, all being within Section 7, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

All of Keeley Drive lying East of a line between the Northeast corner of Lot 13 and the Southeast corner of Lot 22 as shown on said Rincon Valencia Industrial Park plat; and

All of Mann Avenue, Amere Avenue and McCulloch Drive lying South of a line 100 feet South of and parallel with the centerline of Valencia Road as shown on said Rincon Valencia Industrial Park plat;

### Parcels listed below:

PARCEL	ACRES	OWNERSHIP	LEGAL DESCRIPTION
141030880	0.77	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 1
141030890	0.92	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 2
14103090A	0.96	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 3
14103091A	1.20	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 4
141030920	1.41	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 5
141030930	1.41	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 6
141030940	1.41	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 7
141030950	1.41	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 8
141030960	1.62	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 9
141030970	1.50	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 10
141030980	1.50	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 11
141030990	1.50	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 12
141031100	1.53	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 23
141031110	1.38	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 24
141031120	0.63	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 25
141031130	0.65	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 26
141031140	1.93	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 27
141031150	0.87	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 28
141031160	0.92	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 29
141031170	0.84	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 30
141031180	2.43	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 31
141031190	0.72	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 32

141031200	0.79	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 33
141031210	0.71	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 34
141031220	0.67	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 35
14103123A	0.97	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 36
141031240	2.91	PIMA COUNTY	RINCON VALENCIA INDUSTRIAL PARK LOT 37
141031260	3.77	PIMA COUNTY	PTN ROAD BETWEEN NE CORNER LOT13 AND SE CORNER LOT22; ALL OTHERS AS SHOWN ON PLAT, 3.77 AC, SEC 7-15-15

#### Rita Ranch Commerce Center Parcels

And, Lots 41 through 47 and 62 through 64 of Rita Ranch Commerce Center, a subdivision of Pima County, Arizona, according to the plat recorded in Book 49 of Maps and Plats at Page 34, Records of the Pima County Recorder. Listed below:

PARCEL	ACRES	OWNERSHIP	LEGAL DESCRIPTION
141185630	1.78	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 47
141185620	1.78	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 46
141185610	1.78	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 45
141185600	1.78	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 44
141185590	1.78	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 43
141185580	1.78	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 42
141185570	1.99	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 41
141185800	3.80	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 64
141185790	12.58	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 63
141185780	10.73	PIMA COUNTY	RITA RANCH COMMERCE CENTER LOT 62

And, a portion of Common Area "A" (Precision Avenue and Rita Commerce Drive) of Rita Ranch Commerce Center, a subdivision of Pima County, Arizona, according to the plat recorded in Book 49 of Maps and Plats at Page 34, Records of the Pima County Recorder, bounded as follows:

On the southwest by the northerly right of way line of Old Vail Road as shown on said plat of Rita Ranch Commerce Center;

And on the east by a line between the most southerly corner of Lot 61 and the most easterly corner of Lot 47. Listed below:

PARCEL	ACRES	OWNERSHIP	LEGAL DESCRIPTION
14118581D	2.70	PIMA COUNTY	RITA RANCH COMMERCE CENTER NWLY PTN AREA A PRIVATE STREETS EXC TRAIN PL

#### Old Vail Rd. Parcel

A portion that parcel as described in Docket 13332 at Page 4313, being a portion of Parcel No. I as described in Docket 12765 at Page 2149, recorded in the office of the Pima County Recorder, Pima County, Arizona, and being within Section 21, Township 15 South, Range 15 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**COMMENCING** at the northwest corner of said Section 21, a ½” rebar untagged to which a 2” BCSM at the north quarter corner bears South 89°59’31” East a distance of 2652.50 feet;

**THENCE** along the west line of said Section 21, South 00°02’27” West a distance of 451.50 feet to the **POINT OF BEGINNING**, being a point on the northeast line of that easement as shown on the Amended Rita Ranch Right of Way and Drainage-way Dedication Plat, Book 40 at Page 45 of Maps and Plats, Pima County, Arizona;

**THENCE** along the northeast line of said easement South 54°10’43” East a distance of 2175.94 feet;

**THENCE** South 89°26’26” East a distance of 234.30 feet;

**THENCE** North 00°33’34” East a distance of 670.62 feet to a point on the north line of said parcel described in Docket 13332 at Page 4313;

**THENCE** along said north line South 89°59’31” East a distance of 1202.85 feet to a point on the west right of way line of Old Vail Road;

**THENCE** along said west right of way line South 00°01’51” West a distance of 811.15 feet to a point of cusp of a non-tangent curve concave to the southwest having a radius of 160.84 feet and a central angle of 127°41’37” and to which a radial line bears South 89°58’09” East;

**THENCE** along the arc of said curve to the left a distance of 358.46 feet to a point of reverse curve, concave to the north, having a radius of 400.00 feet and a central angle of 47°17’36”;

**THENCE** along the arc of said curve to the right a distance of 330.17 feet to a point of reverse curve, concave to the south, having a radius of 1910.00 feet and a central angle of 19°52’55”;

**THENCE** along the arc of said curve to the left a distance of 662.78 feet to a point of reverse curve, concave to the northwest, having a radius of 1690.00 feet and a central angle of 05°14’48”;

**THENCE** along the arc of said curve to the right a distance of 154.76 feet to a non-tangent point;

**THENCE** South 89°54’40” West a distance of 745.68 feet;

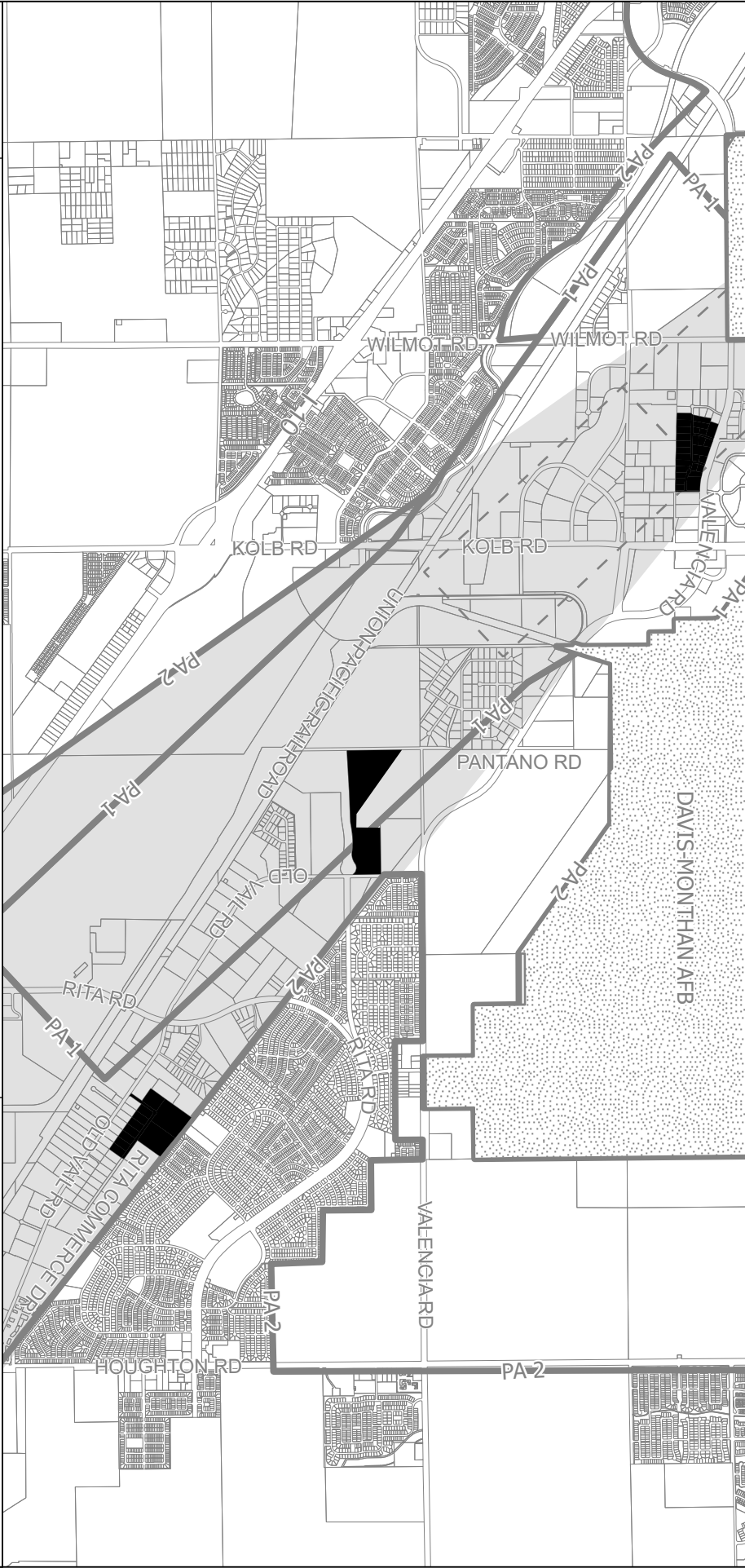
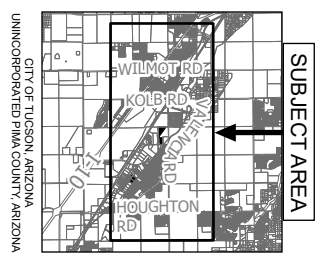
**THENCE** South 87°24’19” West a distance of 1080.83 feet to a point on the west line of said Section 21;

**THENCE** along said west line North 00°02’27” East a distance of 1441.00 feet to the **POINT OF BEGINNING**. Listed below:

PARCEL	ACRES	OWNERSHIP	LEGAL DESCRIPTION
14111003J	52.00	PIMA COUNTY	PORTION N1892.48' LYG W & ADJ OLD VAIL ROAD 52 AC SEC 21-15-15

**DAVIS-MONTHAN AFB REPI PROGRAM**

PIMA COUNTY FY 18  
EASEMENT PARCELS



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

DRAWING NOT TO SCALE      DRAWN BY: C HORNECK      DATE: AUG 2021

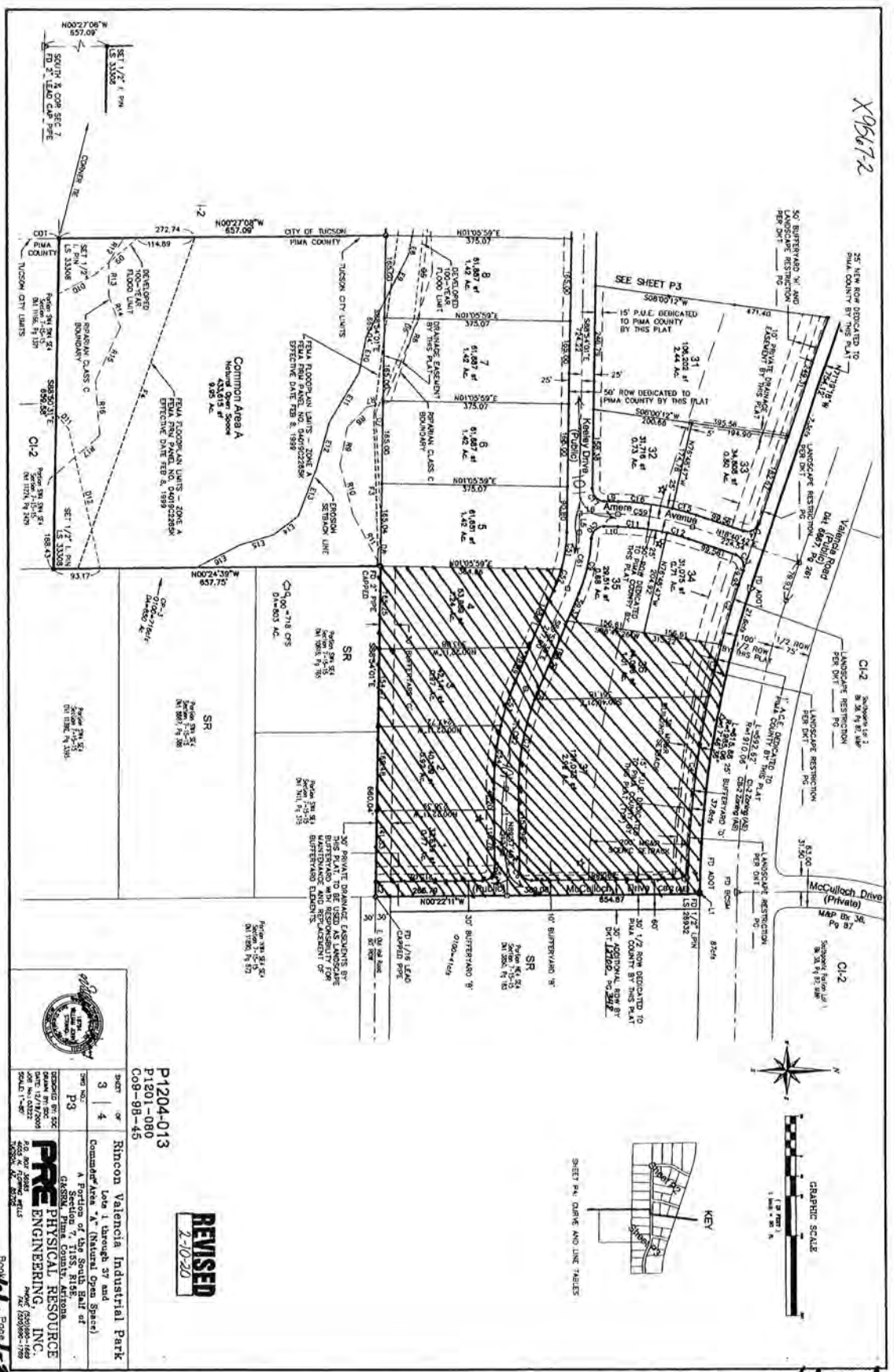
**Legend**

- FY18 Easement Parcels
- ▨ Davis-Monthan Air Force Base Boundary
- ▤ Accident Potential Zones (APZ-1 & APZ-2)
- ▬ REPI Priority Areas (PA 1 & PA 2)
- ▭ Corridor Boundary





X06672



	<p><b>PRE ENGINEERING, INC.</b>          A PORTION OF THE SOUTHERN HALF OF          SECTION 36, T1N, R10E, S12E          GASTON, PIMA COUNTY, ARIZONA          DATE: 12/17/2009          PREPARED BY: J. L. GASTON          CHECKED BY: J. L. GASTON          SCALE: 1" = 40'</p>
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**REVISED**  
 2-10-20

**P1204-013**  
**P1801-080**  
**Co8-88-45**



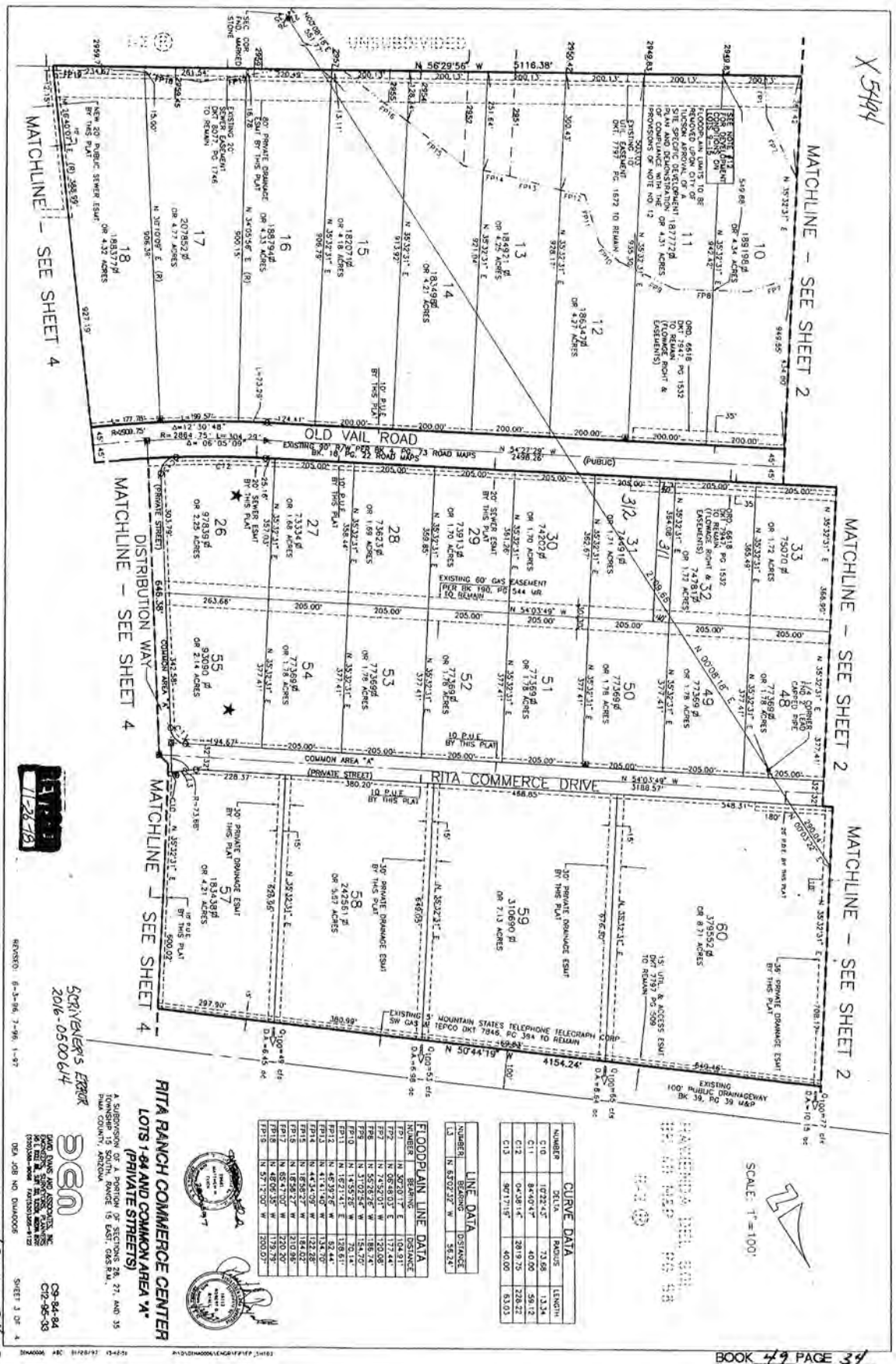








X 5444



SCALE: 1" = 100'

CURVE DATA		
NUMBER	BEARING	LENGTH
C10	N 10° 14' 30" E	11.34
C11	N 84° 04' 30" E	40.00
C12	N 84° 04' 30" E	128.22
C13	N 84° 04' 30" E	40.00

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N 57° 02' 30" W	58.24

FLOODPLAIN LINE DATA		
NUMBER	BEARING	DISTANCE
F1	N 57° 02' 30" W	104.91
F2	N 57° 02' 30" W	117.44
F3	N 57° 02' 30" W	118.40
F4	N 57° 02' 30" W	118.40
F5	N 57° 02' 30" W	118.40
F6	N 57° 02' 30" W	118.40
F7	N 57° 02' 30" W	118.40
F8	N 57° 02' 30" W	118.40
F9	N 57° 02' 30" W	118.40
F10	N 57° 02' 30" W	118.40
F11	N 57° 02' 30" W	118.40
F12	N 57° 02' 30" W	118.40
F13	N 57° 02' 30" W	118.40
F14	N 57° 02' 30" W	118.40
F15	N 57° 02' 30" W	118.40
F16	N 57° 02' 30" W	118.40
F17	N 57° 02' 30" W	118.40
F18	N 57° 02' 30" W	118.40
F19	N 57° 02' 30" W	118.40
F20	N 57° 02' 30" W	118.40



SCRIVENER'S ERROR  
2016-0500614

**DEA**

DAVID L. DAVIS, P.E.  
1001 N. 10TH AVENUE, SUITE 100  
PHOENIX, ARIZONA 85006-1172  
DEA: 008 70-000005

CE: 94-84  
CPE: 94-03

BOOK 49 PAGE 34-5

X5495

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 3

SCALE: 1" = 100'

BOOK 49 PAGE 34



NUMBER	BEARING	DISTANCE	LENGTH
C14	S 72° 11' E	73.68	18.76
C15	S 72° 00' E	40.00	54.70
C17	S 70° 00' E	40.00	54.70
C18	S 70° 00' E	40.00	54.70
C19	S 70° 00' E	40.00	54.70

NUMBER	BEARING	DISTANCE
1	N 39° 11' E	55.31

NUMBER	BEARING	DISTANCE
1925	N 82° 52' E	170.81
1926	N 82° 52' E	170.81
1927	N 82° 52' E	170.81
1928	N 82° 52' E	170.81
1929	N 82° 52' E	170.81
1930	N 82° 52' E	170.81
1931	N 82° 52' E	170.81
1932	N 82° 52' E	170.81



**RITA RANCH COMMERCE CENTER**  
**LOTS 1-64 AND COMMON AREA 1A**  
 (PRIVATE STREETS)  
 A SUBDIVISION OF A PORTION OF SECTIONS 18, 27, AND 35  
 TOWNSHIP 13 SOUTH, RANGE 15 EAST, GARDEN HILLS  
 PLANNED COMMUNITY, ARKANSAS  
 DECEMBER 15, 2011  
 SHEET 4 OF 4

BOOK 49 PAGE 34-4

03-07-97

# ATTACHMENT 2

## **DEED OF EASEMENT**

THIS DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_, 2021, by Pima County, a political subdivision of the State of Arizona, 130 W. Congress Tucson, Arizona 85701, the "Grantor," and The United States of America, acting by and through the Secretary of the Air Force pursuant to delegated authority (the "Grantee"). When used in this Easement, unless the context otherwise specifies, "Grantor" includes Grantor's successors and assigns, and "Grantee" includes the assigns of The United States of America and the successors of the Secretary of the Air Force. The Grantor and the Grantee may be collectively referred to as "Parties," or each may be referred to as a "Party."

## **WITNESSETH**

Grantor and Grantee are parties to that certain Encroachment Management Agreement, the "Agreement", dated July 21, 2017, concerning Installation Encroachment Management Plan in the vicinity of Davis-Monthan Air Force Base, Tucson, Arizona, which was entered into under the authority of 10 U.S.C. § 2684a. Under the Agreement, Grantor, as the "Eligible Entity," has agreed to share 50% in the Acquisition Costs for Real Property Interest(s), (as those terms are defined in the Agreement) acquired under that Agreement. Grantee has agreed that Grantor's donation to Grantee of Real Property Interests on property already owned by Grantor in the environs of the Installation can be used to satisfy Grantor's Acquisition Cost share obligation(s). This Deed of Easement is being entered into for that purpose for Fiscal Year 2019. The Easement being conveyed by this Deed of Easement over the Property (as defined below) is valued at \$769,700.00 as evidenced by appraisals (as defined in the Agreement, 8.4.1.1.)

For good and valuable consideration and the mutual covenants, terms, and conditions contained in this Easement, the Grantor hereby grants and conveys to the Grantee a restrictive use easement in perpetuity (this "Easement") on and over the land described in Exhibit A (the "Property") and shown in Exhibit B, on terms and conditions as set forth in this Easement.

The acquiring Federal agency is the Department of Defense, United States Air Force pursuant to 10 U.S.C. § 2684a.

1. Purpose. It is the purpose of this Easement to limit any development or use of the Property that would be incompatible with the mission of Davis-Monthan Air Force Base, Tucson, Arizona (the "Installation"), or that might interfere, whether directly or indirectly, with current or future military training, testing, or operations on or near the Installation. The Easement rights granted to Grantee in this Deed of Easement will revert back to the Grantor if the Installation is closed.

2. Rights of the Grantee. To accomplish the purpose of this Easement, the Grantor conveys the following rights to the Grantee:

- a. To limit any development or use of the Property that would be incompatible with the mission of the Installation;
- b. To enter upon the Property at reasonable times in order to monitor compliance with, and enforce the terms of this Easement; provided, the entry shall be made after giving reasonable notice to the Grantor as each circumstance may permit, and the Grantee shall not unreasonably interfere with use and quiet enjoyment of the Grantor of the Property; and
- c. To prevent any activity on, or use of, the Property inconsistent with the purpose of this Easement, and to require the restoration of areas or features of the Property which may be damaged by any inconsistent activity or use, pursuant to Section 4 below.

3. Prohibited Uses. The Grantor is prohibited from any activity or use of the Property inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Subdivision or development, or any residential or household use at greater density than current residential use. Active recreational uses and Commercial activities are prohibited on the Property except for agriculture (as that term is defined below).

"Agriculture" means all methods of production and management of livestock, crops, trees, and other vegetation, as well as aquiculture, provided that the use complies with all other limitations in this section 3. This includes the related activities of tillage, fertilization, pest control, and harvesting as well as the feeding, housing, training and maintenance of animals such as cows, sheep, goats, hogs, horses, and poultry. It does not include the sale of agricultural products produced on the Property.

- b. No structure or tree may exceed 80 feet above ground level.

- c. No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.

d. No operations of any type shall be permitted that produce smoke, glare, or other visual hazards, or that encourage large concentrations of birds that may be dangerous for aircraft operating from the Installation.

e. Processing, storage, wholesale trade, or distribution of chemical, petroleum, and rubber products and other hazardous or highly flammable materials.

4. Enforcement and Remedies. Upon any breach of a term of this Easement, the Grantee may institute suit to enjoin any breach or enforce any term by injunction and require the Property be restored promptly to the condition required by this Easement. The remedies of the Grantee shall be cumulative, and shall include any other rights and remedies available to the Grantee at law or in equity.

5. Discretion of the Grantee. Enforcement of the terms of this Easement shall be undertaken at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term of this Deed on one occasion shall discharge or invalidate that term or any other term of this Deed, or affect the enforcement right of the Grantee in the event of a subsequent breach or default.

6. Notices. Any notice, approval, or communication that either Party is required or desires to give related to this Easement must be given in writing and may be served personally, including by recognized courier service, or sent by certified mail, return receipt requested, by the U.S. Postal Service, to:

Grantor: Pima County Administrator  
115 N. Church Ave., Second Floor, Suite 231  
Tucson, AZ 85701 (520)724-8661

Real Property Services  
Public Works Center  
201 N. Stone Ave., 6<sup>th</sup> Floor  
Tucson, AZ 85701 (520)724-6313

Department of the Air Force: Ms. Kacey Carter, Base Community Planer  
3775 S. Fifth St., Building 4201  
Davis-Monthan AFB, AZ 85707-9853  
520-228-3291

Or to any other address a Party may designate by written notice to the other Party.

7. Grantor's Rights. Grantor retains all rights to use the Property in any manner not inconsistent with the rights granted hereunder to the Grantee.

8. Subsequent Transfers. The Grantor further agrees to give written notice, by the means specified in Section 6, to the Grantee of the transfer or assignment of any interest in the Property at least twenty (20) days prior to it. The Grantor agrees to make any such transfer or assignment subject to the terms of this Easement.



9. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of the invalid provision to persons or circumstances other than those in favor of which it is found to be invalid, as the case may be, shall not be affected.

10. Runs with the Land. The covenants, terms, conditions, and restrictions of this Easement shall be deemed to touch and concern, and run with, the land.

11. Rights of Third Parties. This Easement is being made subject to existing utility and other public and private easements, and rights, restrictions, covenants, and conditions affecting or pertaining to the Property. If Grantor grants any other easements to third parties, it will notify the Grantee(s) and require such third party grantees to coordinate their use of the property with the Grantee(s).

12. Entire Agreement. This Easement sets forth the entire agreement of the Parties for the conveyance of a restrictive easement on the Property, and supersedes all prior discussions, negotiations, understandings, or agreements, oral or written, relating to this Easement, all of which are merged into this Deed of Easement, with the exception of the Management Agreement.

IN WITNESS WHEREOF, the Grantor has affixed its signature on the day and year written above.

**(SIGNATURES ON NEXT PAGES)**



**This Easement is hereby accepted as Grantee.**

**IN WITNESS WHEREOF**, the Parties hereto by their duly authorized representatives have caused this Easement to be executed in their names as of the day and year indicated below.

**THE UNITED STATES OF AMERICA**, acting  
by and through **THE SECRETARY OF THE AIR  
FORCE**

By:

\_\_\_\_\_  
JEFFREY P. DOMM  
Director, Installations Directorate  
Air Force Civil Engineer Center

\_\_\_\_\_ day of \_\_\_\_\_ 2021

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF BEXAR** §

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Officer, personally appeared Jeffrey P. Domm, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force for the purposes and consideration cited therein.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expiration Date

## Exhibit A

Below are the Properties Pima County will restrict through easements, located in Pima County, and within the Davis-Monthan Air Force Base identified Approach/Departure Corridor, totaling approximately 58.74 acres. Map of properties included under Exhibit B.

### PARCEL 1:

PARCEL	ACRES	OWNERSHIP	LEGAL DESCRIPTION
141250140	23.01	PIMA COUNTY	PTN SE4 NE4 LYG S & ADJ TO SPRR R/W SEC 35-15-15

THAT PORTION OF LAND SITUATED IN THE NORTH HALF OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 89 DEGREES 27 MINUTES 29 SECONDS WEST ALONG THE CENTER ONE-QUARTER LINE A DISTANCE OF 1323.85 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 28 MINUTES 16 SECONDS WEST A DISTANCE OF 1317.02 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 16 SECONDS WEST A DISTANCE OF 1190.99 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AS SHOWN ON BLM RAILROAD RIGHT OF WAY MAP (PHOENIX 015584);

THENCE SOUTH 56 DEGREES 29 MINUTES 56 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 1579.43 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 00 DEGREES 03 MINUTES 41 SECONDS EAST A DISTANCE OF 331.37 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

PARCEL	ACRES	OWNERSHIP	LEGAL DESCRIPTION
141250150	35.73	PIMA COUNTY	PTN E2 E2 LYG S OF & ADJ TO SPRR R/W SEC 35-15-15

THAT PORTION OF LAND SITUATED IN THE EAST HALF OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 15 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 35, SAID CORNER BEING ON THE CENTERLINE OF HOUGHTON ROAD AS RECORDED IN BOOK 7 AT PAGE 76 OF ROAD MAPS;

THENCE SOUTH 00 DEGREES 06 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 482.49 FEET

THENCE DEPARTING SAID EAST LINE NORTH 89 DEGREES 53 MINUTES 36 SECONDS WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID HOUGHTON ROAD;

THENCE SOUTH 00 DEGREES 06 MINUTES 24 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 838.53 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 89 DEGREES 43 MINUTES 27 SECONDS WEST A DISTANCE OF 1244.93 FEET;

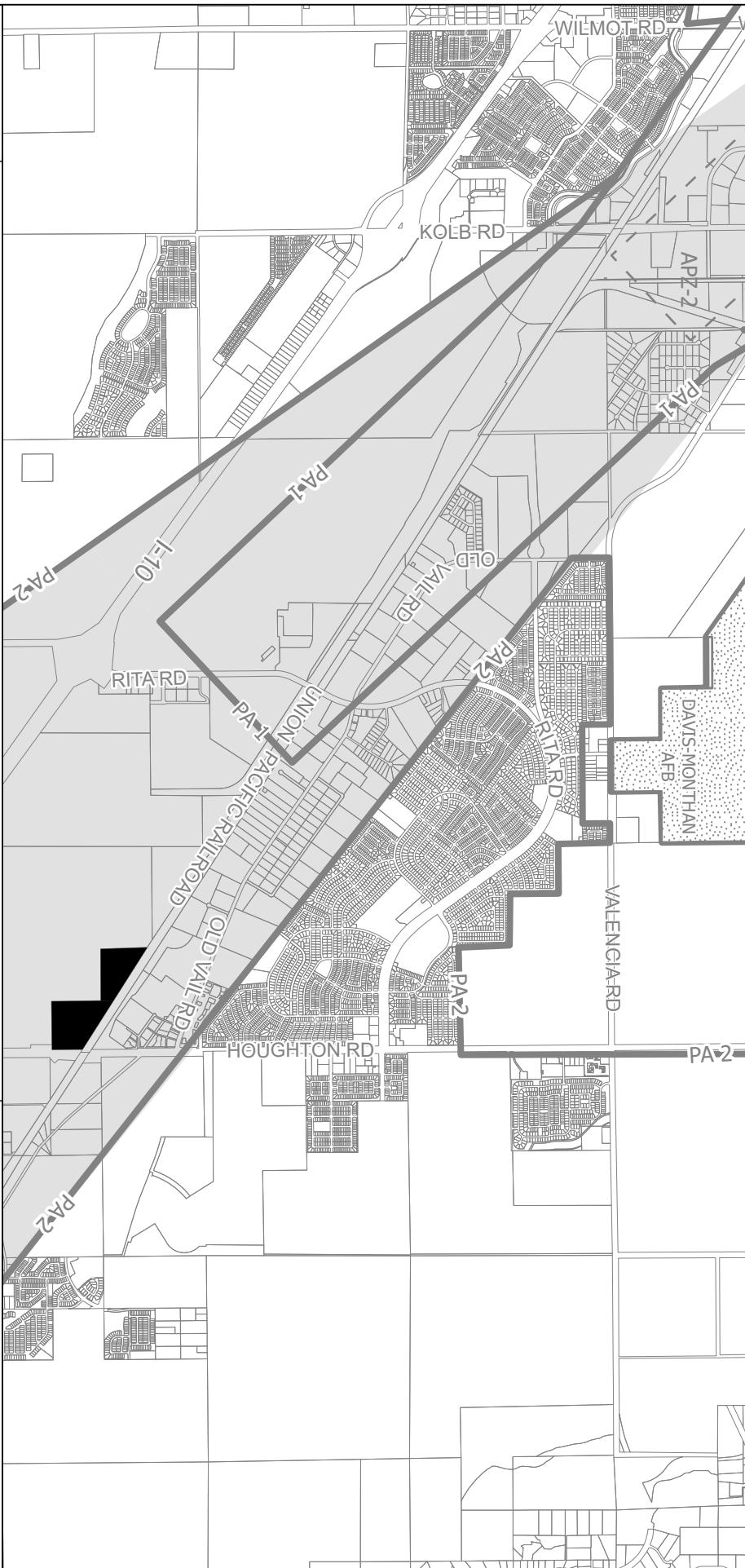
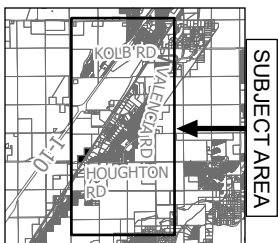
THENCE NORTH 00 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 1658.77 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD AS SHOWN ON BLM RAILROAD RIGHT OF WAY MAP (PHOENIX 015584);

THENCE SOUTH 56 DEGREES 29 MINUTES 56 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 1496.93 FEET TO THE POINT OF BEGINNING.

# Exhibit B

## DAVIS-MONTHAN AFB REPI PROGRAM

PIMA COUNTY FY 19  
EASEMENT PARCELS



## PIMA COUNTY DEPARTMENT OF TRANSPORTATION ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: C HORNECK

DATE: AUG 2021

**Legend**

- FY19 Easement Parcels
- Davis-Monthan Air Force Base Boundary
- Accident Potential Zones (APZ-2)
- REPI Priority Areas (PA 1 & PA 2)
- Corridor Boundary

