

PIMA COUNTY

CIENEGA CORRIDOR MANAGEMENT PLAN

March 2022

MSCP

Pima County Multi-Species Conservation Plan

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Cover photo: Cienega Creek in fall. Photo by Brian Powell.

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Cienega Corridor Management Plan

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Cienega Corridor Management Plan

March 2022

**Pima County Office of Sustainability and Conservation,
Natural Resources, Parks and Recreation Department,
and Regional Flood Control District**

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Executive Summary

To comply with the terms of the Pima County Multi-Species Conservation Plan (MSCP), the Cienega Corridor Management Plan (Management Plan) has been developed for lands that were or will be allocated as mitigation for impacts of development that has been permitted elsewhere under the terms of Pima County's Endangered Species Act Section 10 permit from U.S. Fish and Wildlife Service.

The areas allocated as mitigation provide habitat for federally listed species and wildlife of state concern. In addition, the Management Plan recognizes that the areas Pima County manages represent important heritage values for the communities in the county and elsewhere in Arizona.

The Directors of Pima County Regional Flood Control District (District), Pima County Natural Resources, Parks and Recreation (NRPR), and Office of Sustainability and Conservation (OSC) also asked that the Management Plan fulfill several other needs for this area:

- Supersede and update the 1994 Management Plan for Cienega Creek Natural Preserve.
- Provide land management direction for District-owned properties along Agua Verde Creek, while minimizing recreational development.
- Plan for the transition of managers at the Empirita Headquarters.
- Serve as the Natural Resource Plan for Colossal Cave Mountain Park.
- Anticipate future allocations of land needed to satisfy MSCP obligations.

The Plan establishes the following management goals in Chapter 2:

- Conserve and enhance ecological structure and functions.
- Maintain or improve proper functioning floodplains.
- Maintain or enhance wildlife connectivity.
- Protect culturally significant resources including visual resources.
- Provide for recreational opportunities and public safety.

Pre-existing documents described in Chapter 3 provided a framework for what is permissible under this Management Plan. Restrictive covenants adopted by the Pima County Board of Supervisors over the years have limited certain uses. In addition, Pima County holds conservation easements to minimize future development on several private parcels.

Protection of water quantity and quality, aquatic wildlife, soils, vegetation, bats and caves, terrestrial wildlife, cultural resources, and visual resources is addressed in Chapter 4. Each section lists management objectives, desired future conditions, policies and procedures, and ongoing and proposed actions to protect resources.

Chapter 5 identifies various Management Zones within which public use and recreation will be managed similarly. Several trails in Colossal Cave Mountain Park are identified for horse use or excluded from horse use. Permits for day-use for the Cienega Creek/Davidson Creek confluence will be reinstated. Southbound Arizona Trail users will not need permits, nor will any through-users.

Chapter 6 addresses Fire Management needs. Pima County will coordinate with local fire districts to ensure they are aware of routes and water sources in the area to promote access and effective response in the event of fire. Efforts have also been made to coordinate a new Hazardous Materials Response Plan with Union Pacific Railroad (Chapter 7).

Future development Pima County proposes to do on County or District-owned properties include trails, fencing, cattleguards, off-highway vehicle barriers, and species enhancements (Chapter 8). Pima County

or the District may also acquire additional property adjoining the Management Plan area in the event there are willing sellers and funding (Chapter 9).

All management actions are contingent on funding and staffing. Chapter 10 describes the roles of the various departments for management, including Attractions and Tourism, Real Property, and others.

1.0 Introduction

1.1 Description of the Cienega Corridor Planning Area

The Cienega Corridor Management Plan (Plan) Planning Area encompasses approximately 8,360 acres of Pima County (County) and Regional Flood Control District (District) owned properties situated in the northern (or lower) basin of the Cienega watershed, along Cienega Creek and its major tributaries including Agua Verde Creek, Davidson Canyon, and Mescal Arroyo (Figure 1-1). These properties are managed by the District, the County Department of Natural Resources, Parks, and Recreation (NRPR), and Office of Sustainability and Conservation (OSC).

Most of the Planning Area, especially within the Cienega Creek Natural Preserve (Preserve), has seen increased pressure from recreationists due to the substantial development occurring in Vail. Other man-made threats (i.e., fracturing of the landscape, increased groundwater pumping, invasion of non-native plants and animals, etc.) coupled with natural threats (most notably climate change) have produced the need for a more robust and comprehensive management plan throughout the Planning Area in order to keep these properties and their ecological resources from degrading to a point where they no longer serve as proper mitigation for land conservation.

The Planning Area can be separated into six distinctive parcel groups: The Preserve, Colossal Cave Mountain Park, Bar V Ranch, Agua Verde Creek, County Conservation Easements (privately conserved lands), and the Walden Property (see Figure 1-1). The Headquarters Tract (also known as the Empirita Ranch Headquarters) is part of the Preserve. The County and the District own the lands in fee simple, except for two locations where the County holds conservation easements on private land (Mumford and Wendt properties). Because the County has certain responsibilities as the holder of the conservation easements, these responsibilities are included in this Plan.

Restrictive Covenants for the County-owned properties were adopted in 2016. There are two types of restrictions, County Multi-Species Conservation Plan (MSCP) and Conservation Lands, and multiple parties to the agreement. The restrictions prohibit most forms of altering the substantially natural character of the properties and obligate the County and District to hold each other accountable for upholding the terms. Both types of restrictions require monitoring reports to Arizona Land and Water Trust every two years and reporting of any violations. The U.S. Fish and Wildlife Service (USFWS) must approve any changes to the MSCP Restrictive Covenants. Additional detail about Restrictive Covenants is found in Chapter 3, Section 3.3 Conservation Easements and Restrictive Covenants.

1.1.1 Cienega Creek Natural Preserve

The Preserve is the largest of the parcel groups in the Planning Area, covering approximately 4,080 acres (see Figure 1-1). It is the only parcel group with an established management plan (1994 Cienega Creek Preserve Management Plan), and an extensive, long-term monitoring record (since 1984). Perennial stream flow surrounded by approximately 1,000 acres of lush riparian woodlands help to create wildlife habitats of very high value that support large and diverse populations of wildlife, including many of the species covered under the MSCP. The presence of surface water has drawn people to the area since the end of the last ice age (approximately 12,000 years ago) to the present. The Cienega Creek area represented a persistent place for human occupation for thousands of years, resulting in an extensive range of irreplaceable cultural resources, including archaeological and historic sites. A large portion of Cienega Creek through the Planning Area is designated an Outstanding Arizona Water, affording it protection from degradation through the State's statutes.

Wendt
Posta Quemada Canyon Wash
Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pantano Wash
Pistol Hill Rd
Colossal Cave
Colossal Cave Rd
Posta Quemada Ranch
Hufault
Agua Verde Creek
Poteet
FLAP
Rancho Agua Verde
Mumford
Colossal Cave Rd
10
Marsh Station Rd
Cienega Creek
Wentworth Rd
Mescal Arroyo
Davidson Canyon Wash
Empirita Rd
Headquarters Tract
83

FIGURE 1-1
Planning Area Parcel Groups and Allocated Mitigation Lands

- Cienega Creek Natural Preserve
- Colossal Cave Mountain Park
- Bar V Ranch
- Agua Verde Property
- Walden Property
- Privately Conserved Lands
- Commercial Lease Area
- Allocated Mitigation Land
- Washes/Creeks
- Roads

0 Miles 1

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Cienega Corridor Management Plan 2022

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1.1.2 Colossal Cave Mountain Park

Colossal Cave Mountain Park is the next largest parcel group, covering approximately 2,336 acres of lush Sonoran Desert upland nestled against the Rincon Mountains with the crystal-filled Colossal Cave as its centerpiece (see Figure 1-1). This park is listed on the National Register of Historic Places. Much of the attraction of the park is geared toward Colossal Cave and the historic La Posta Quemada Ranch. However, visitors are also attracted to the intermittent flows and lush riparian vegetation in the less-developed areas of the park, which make the area attractive for hiking, birding, picnicking, and camping. Colossal Cave Mountain Park is also an important gateway to the Arizona Trail and the Coronado National Forest.

1.1.3 Bar V Ranch

A portion of the Bar V Ranch south of I-10, encompassing over 600 acres across three parcels along Davidson Canyon, is included in the management plan. The area supports perennial and intermittent stream flows, riparian vegetation intermingled with desert scrub, and wildlife connectivity from the Preserve to the Santa Rita and Empire Mountains (see Figure 1-1). Davidson Canyon is designated an Outstanding Arizona Water from the spring located at the south end of these parcels to the confluence with Cienega Creek within the Preserve. A portion of the Arizona Trail runs through the parcels, providing recreation opportunities to hikers, mountain bikers, and equestrians along its path. A scenic easement is held by the State of Arizona on the northern portions of this property.

1.1.4 Agua Verde Creek

Agua Verde Creek serves as the main tributary to Cienega Creek, with a majority of its watershed encompassing the Rincon Wilderness area, managed by Coronado National Forest. The remaining watershed is a mix of state and private lands. The Agua Verde property consists of five parcels (Poteet, Rancho Agua Verde, Floodprone Land Acquisition Program (FLAP), and Hufault parcels) covering 336 acres and is managed as open space (see Figure 1-1). Mountain front recharge from the Rincon Mountains supports a shallow groundwater system that flows intermittently throughout the year, supporting a diverse array of plants including riparian species such as Arizona walnut (*Juglans major*), netleaf hackberry (*Celtis reticulata*), and velvet ash (*Fraxinus velutina*). The upland areas support Sonoran desertscrub that can be further described as a diverse mix of grassland and shrubland. This area is potential needle-spined pineapple cactus (*Echinomastus erectrocentrus* var. *erectrocentrus*; MSCP listed species) habitat and while no live plants have been found, a single dead plant was observed on the southeastern portion of the property. Additionally, talussnail (*Sonorella* spp.) shells have been observed in rocky habitats on the Agua Verde property. The MSCP covers a variety of talussnail species, including the one likely to occur on this property.

The area contains a diversity of cultural and natural resources. North of the creek, prehistoric bedrock mortars and canyon treefrogs (*Hyla arenicolor*) are found in a bedrock-lined tributary, and an occasional bear (*Ursus* americanus) or mountain lion (*Puma concolor*) track is observed in the creek. Gila monsters (*Heloderma suspectum*) are regularly found wandering the property, taking advantage of small pools and moist soil in the creek during the heat of summer. The property is partially fenced. Access to these parcels is through a private gated ingress/egress, which limits public access and development of recreational amenities such as trails.

1.1.5 Private Lands with Pima County Conservation Easements

The Mumford property is located on Agua Verde Creek (see Figure 1-1). The County's conservation easement (Appendix A) limits construction and other development activities on the property and precludes the pumping of groundwater other than for current, existing, or permitted uses on the property. The property is associated with a surface water right on an occasionally intermittent stream. The conservation easement is intended to conserve the open space, scenic, and wildlife values of the property.

The Wendt property is located on Posta Quemada Wash, upstream of Colossal Cave Mountain Park (see Figure 1-1). The property values include the limestone outcrops as well as the riparian area. The conservation easement allows the County to identify, monitor, preserve, and protect in perpetuity the natural, ecological, wildlife, open space, and scenic values of the property (Appendix B).

1.1.6 Walden Property

The Walden property was purchased to help maintain open space for wildlife movement to the Cienega Creek Natural Preserve and as part of the "missing link" between Las Cienegas National Conservation Area north to the Rincon Mountains. This property was historically used for livestock operations. Although livestock can still access the area, it is not managed for County ranch operations. There is a large incised wash running through the property that flows toward the Preserve, and some highly erodible soils.

1.2 Geographic Location of the Cienega Corridor Planning Area

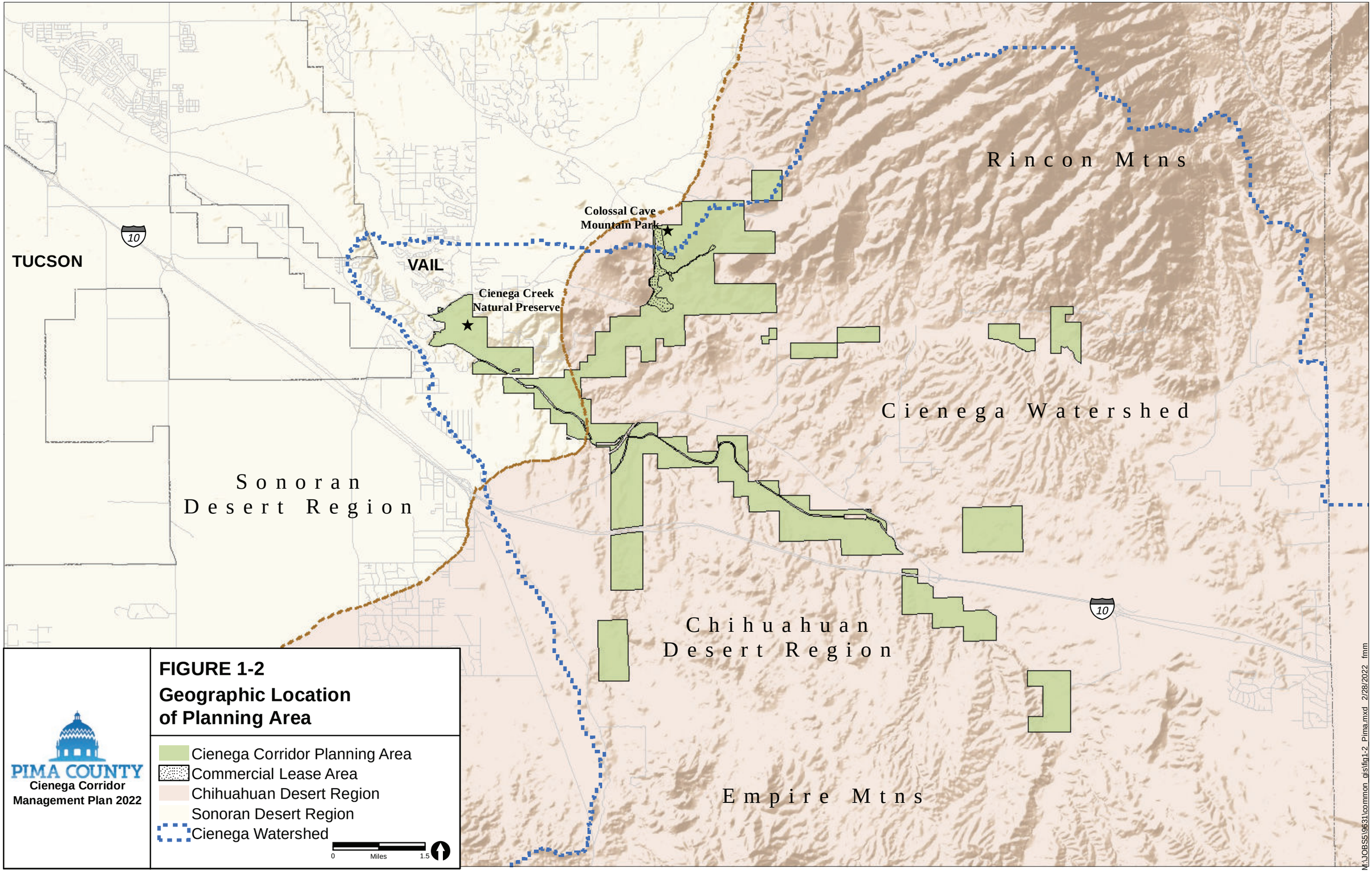
The Planning Area is situated in a gap between the Rincon Mountains to the north and the Santa Rita and Empire Mountains to the south (Figure 1-2). As such the area has long been used as a passage for movement of people, plants, and animals within the Cienega Watershed area. Ecologically, the properties that are the subject of this Plan are located at a boundary between the Sonoran and Chihuahuan deserts (see Figure 1-2).

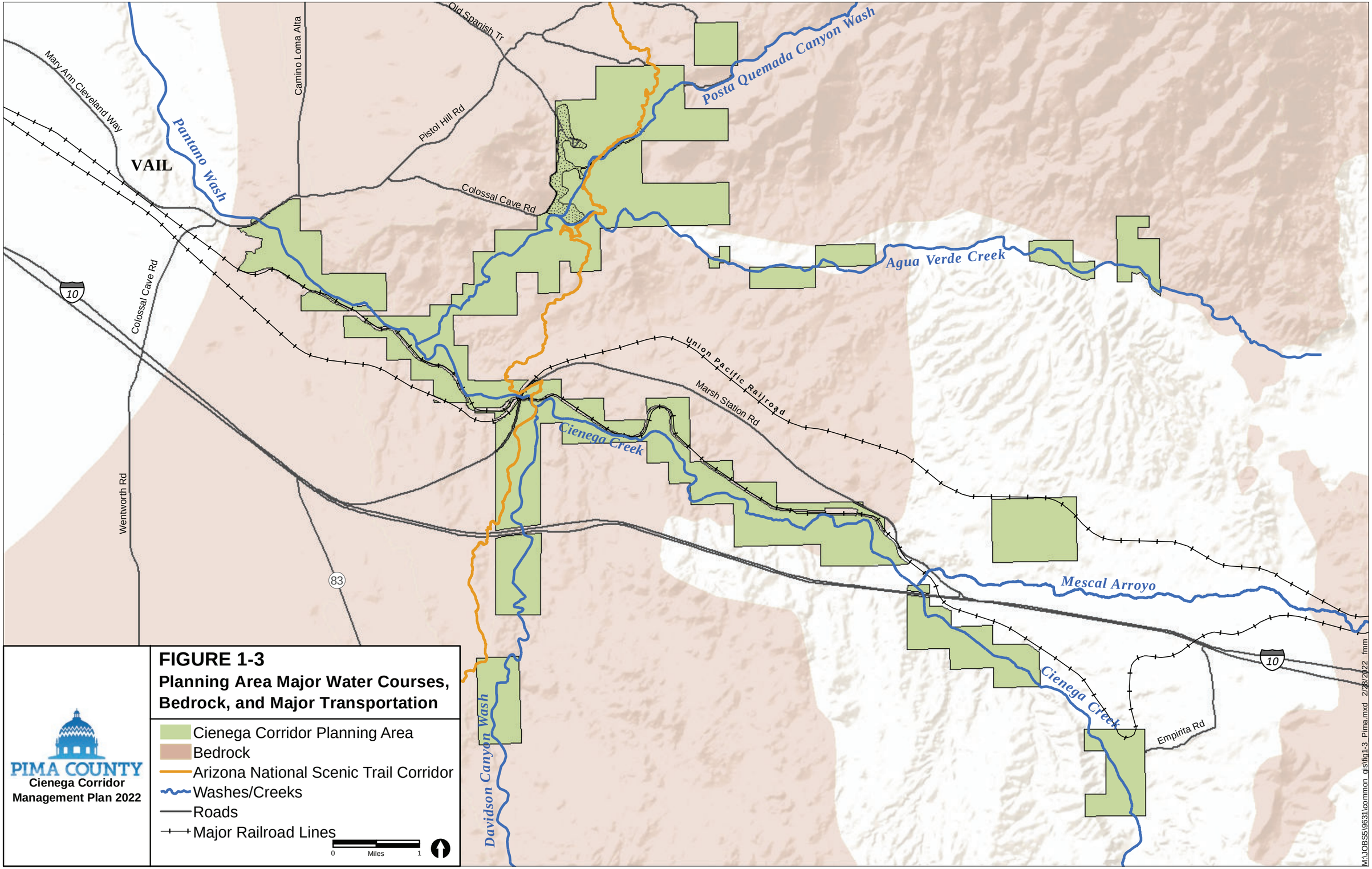
The presence of bedrock within the Planning Area properties influences many of the resources in the area, most notably increasing the availability of perennial and intermittent surface waters (Figure 1-3). Cienega Creek, the primary drainage for the basin area, represents one of the most ecologically intact desert riparian streams remaining in southern Arizona. Lush riparian vegetation along several streams provides high value for recreation, scenic beauty, and wildlife habitat.

Cienega Creek collects runoff from mountain and valley terrain typical of the Basin and Range Province of southeastern Arizona. Elevations in the Cienega watershed vary from over 9,000 feet in the Santa Rita Mountains to 3,200 feet near Vail. It is one of the County's most ecologically rich watersheds, encompassing vegetation communities ranging from riparian forest systems to semi-desert grasslands that support a majority of the County's 55 Priority Vulnerable Species listed within the MSCP (Pima County 2016). Important tributaries within the Planning Area include Agua Verde Creek, Davidson Canyon, and Mescal Arroyo (see Figure 1-3).

The east-west passage afforded by the low-elevation "gap" between the mountains is traversed by Interstate Highway 10 (I-10) as well as two Union Pacific Railroad (railroad) lines (see Figure 1-3), and a number of major roadways. Tucson and Vail are located west of Colossal Cave Road, where the urban and suburban land uses are becoming more dominant on private lands (see Figure 1-3). Grazing is the predominant land use on the Arizona State Trust Lands around the County properties, with a few low-density residential areas on the private lands.

All of the Planning Area properties are located downstream of the Bureau of Land Management's Las Cienegas National Conservation Area (LCNCA), which was designated in 2000 to protect nationally significant natural and cultural resources (Figure 1-4). The designation provides federal protection from development and other land uses that could harm the perennial stream and surrounding ecosystems. The northern part of the watershed was excluded from the National Conservation Area designation, leaving it relatively unprotected from development and other potentially damaging land uses apart from the properties acquired and managed by the County and the District. Other protected public lands in the area include the Coronado National Forest, Saguaro National Park, and an adjoining property owned by the U.S. Bureau of Reclamation (see Figure 1-4). The County owns and manages additional lands in the watershed that are not included in this Plan.


TUCSON
10
VAIL
Colossal Cave
Mountain Park
Cienega Creek
Natural Preserve
Rincon Mtns
Cienega Watershed
Sonoran
Desert Region
Chihuahuan
Desert Region
Empire Mtns
10
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Cienega Corridor
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FIGURE 1-2
Geographic Location
of Planning Area
Cienega Corridor Planning Area
Commercial Lease Area
Chihuahuan Desert Region
Sonoran Desert Region
Cienega Watershed
0
Miles
1.5
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Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pantano Wash
Pistol Hill Rd
VAIL
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
10
Colossal Cave Rd
Union Pacific Railroad
Marsh Station Rd
Cienega Creek
Wentworth Rd
83
Mescal Arroyo
Davidson Canyon Wash
Cienega Creek
Empirita Rd
10
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FIGURE 1-3
Planning Area Major Water Courses,
Bedrock, and Major Transportation
Cienega Corridor Planning Area
Bedrock
Arizona National Scenic Trail Corridor
Washes/Creeks
Roads
Major Railroad Lines
0
Miles
1
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TUCSON

Saguaro National Park

Coronado National Forest

10

VAIL

83

Coronado National Forest

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FIGURE 1-4
Land Management Surrounding the Planning Area

- Cienega Corridor Planning Area
- Pima County Fee Simple Lands
- Pima County Grazing Lease Lands
- Bureau of Reclamation
- Bureau of Land Management
- National Park Service
- Arizona State Trust Lands
- US Forest Service
- Las Cienegas National Conservation Area

0 Miles 2

1.3 Management Plan Purpose

The purpose of this Plan is: to establish objectives, articulate procedures, and identify actions for the management of all County and District properties within the Planning Area. It also fulfills the mandate of the County's MSCP to establish appropriate management goals and objectives for those areas that serve as mitigation to offset habitat loss from construction projects by the County and the private sector (see Figure 1-1). Allocation of the Preserve triggered a two-year window to complete a management plan that is compliant with the MSCP. This Plan qualifies additional lands which may serve as mitigation for future MSCP impacts.

This Plan supersedes the 1994 Management Plan for the Preserve and attempts to address how the ecological values can be maintained in light of climate change, groundwater pumping, invasive plants and other threats. The planning horizon for this Plan is the next 20 years. A subsequent Implementation Plan will be prepared to focus on near-term priorities.

The Plan uses a number of interrelated concepts and terms to describe important natural and cultural resource topics, issues, and management approaches therein. These terms are described below in Table 1-1 and are used throughout the Plan. The items under each column are listed in no particular order.

Table 1-1. Definitions and Examples for Conceptual Terms Used in the Plan

Term	Definition	Example
Resource Priorities	Resource Priorities are threatened natural or cultural resources around which conservation planning occurs. These Resource Priorities are present within the Planning Area and are not processes or qualities. Note that Resource Priorities are not management or implementation priorities.	Water quality; wildlife resources; heritage connections
Threats	Threats represent specific mechanisms or drivers that may degrade the quality or condition of a specific Resource Priority. Threats may affect only one or a few Resource Priorities and may occur either inside or outside of the Planning Area.	Increased groundwater pumping; cultural resource looting; nearby hard rock mining
Management Goals	Management goals represent the high-level aspirations of the Plan. Goals are general in nature and are not applied to specific issues or resources, but rather larger concepts reflecting societal values.	Enhancing covered species conservation; maintaining or improving a natural functioning floodplain
Management Objectives	Management objectives represent the mid-level desired results of implementation of the Plan. Objectives are specific to one or more resource priorities and informed by identified threats to those resources.	Maintaining MSCP covered aquatic species in the Planning Area; maintain or enhance surface and shallow groundwater quality to support aquatic species
Desired Future Conditions	Desired Future Conditions (DFCs) represent the resource-specific desired results of implementation of the Plan. DFCs are specific in nature and progress can be quantified by comparing repeated monitoring data over time. DFCs have an identified baseline to which future progress is compared.	Western yellow-billed cuckoo occupancy is maintained within the Preserve, as determined by monitoring every three years.

The MSCP provides guidance for management, stating that "land and resource management" will:

- Work toward long-term viability and sustainability of native ecosystem structure and function and natural processes in the County-controlled mitigation lands;
- Protect biological resources within County-controlled mitigation lands from threats and other disturbance activities, while also accommodating compatible public uses;
- Enhance and restore conservation targets in appropriate locations to improve habitat for Covered Species and other species of interest; and

- Respond to monitoring information in a timely manner and use adaptive management, where and when such an approach is warranted.

The District and County selected a broader area than is currently allocated for the development of the Plan in order to anticipate future allocation needs for the MSCP and provide management guidance for other properties with similar character and geography. Because of significant effort in mobilizing Pima County staff for the planning exercise, this Plan goes beyond the MSCP requirements to also address visual and cultural resources, recreational opportunities, and related administrative needs.

For instance, activities at the Headquarters Tract (see Figure 1-1) affect conditions downstream because it is a locus for off-road vehicular intrusions as well as collection and shipping areas for livestock. Long-term stewardship of the buildings and land remains somewhat problematic. Inclusion in the Plan allows the County to plan for future conditions when the site may be developed for equestrian use and/or other adaptive reuse.

Parcels in Bar V Ranch along Davidson Canyon are included in the Plan (see Figure 1-1) because of the mitigation value of the riparian areas within the canyon, which is an important tributary to Cienega Creek. Davidson Canyon is also an important wildlife corridor into the Preserve and contains upland habitat for Pima pineapple cactus (*Coryphantha scheeri* var*. robustispina*), a federally listed endangered species covered under the MSCP. The Bar V Ranch parcels have a scenic easement held by the State of Arizona and also hold the gage that monitors inflows to the Preserve. These parcels are excluded from livestock use. The Arizona National Scenic Trail Corridor (Arizona Trail) is the source of most of the recreational use on these parcels (see Figure 1-3).

Colossal Cave Mountain Park is included in the Plan (see Figure 1-1) as Agua Verde Creek's riparian corridor and associated resource values in the Park provide opportunities for future mitigation allocation. Furthermore, activities at Colossal Cave Mountain Park, particularly those within the leased area that includes the cave attraction and historic Posta Quemada Ranch Headquarters, have the potential to affect natural resources of great value to the MSCP. Natural resource planning now can provide a basis for later development of the more detailed Colossal Cave Mountain Park Master Plan that is a requirement of the lessee. For the purpose of this Plan, the County will develop desired future conditions and management actions for water supply, water quality, wildlife connectivity, and other resource priorities for Colossal Cave Mountain Park, while recognizing that more detailed management planning of the leased area will occur in the future, including cave attractions and historic Posta Quemada Ranch Headquarters.

Activities on the two conservation easements (Mumford and Wendt properties, see Figure 1-1) held by the County can affect conditions downstream. Inclusion allows us to plan for transitions in ownership, which require education of the new owners about the terms of the conservation easement and the relationship with County monitoring.

The District has established a goal of having a land management plan for all its FLAP properties. This Plan will serve that need for the Cienega Corridor FLAP properties, and identify the potential for future acquisitions, as well as improve the understanding of the resource values of these properties for covered species.

1.4 Public Participation/Stakeholder Participation

The County's MSCP does not require public involvement in the development of management plans, but the management team identified several needs for engaging stakeholders and subject matter experts for the Cienega Corridor Plan. The team began with a review of past public planning efforts that involved residents and other stakeholders in the Cienega Corridor and Cienega watershed, such as those convened by the Cienega Watershed Partnership's Cienega Corridor Conservation Council and Sonoita Valley Planning Partnership, Sonoran Institute, U.S. Bureau of Land Management (BLM), and others.

Next, the County hosted two workshops (November 1, 2019 and March 6, 2020) to consult on specific elements of the Cienega Corridor planning process. Workshop participants provided input on Resource

Priorities to be addressed within the Plan and Desired Future Conditions for those Resource Priorities, and conservation actions that could be taken to achieve Desired Future Conditions. They also vetted staff assessments of the scope, severity, and irreversibility of threats to resource priorities. After the workshops, staff followed up with specific questions to participants and others identified by participants to obtain additional information and perspectives. The final Resource Priorities identified through the stakeholder workshops are shown in Table 1-2.

Table 1-2. Final Resource Priorities Identified as Part of the Stakeholder Workshops

Group	Resource Priority
Aquatic / Riparian	Aquatic Community
	Mesic Riparian Community
	Xeric Riparian Community
Uplands	Upland Vegetation Community
	Rock Outcrops
	Terrestrial Wildlife Species
	Bat Roost Habitat
Cultural	Cultural Resource Sites
	Heritage Connections

A comprehensive summary of both planning workshops can be found at the County's new Planning webpage that provides information to the public regarding MSCP management plans. Draft workshop summaries were distributed to attendees for review. The final summary was sent to attendees and to the e-mail list for the Sonoran Desert Conservation Plan (SDCP) (Southwest Decision Resources 2020).

Next, a visitor use survey was developed to inform the process and to gauge differences in visitor use and/or attitudes in the 27 years since the previous survey was conducted in 1993 to inform the 1994 Preserve Management Plan. The survey focused on the Preserve, but a limited amount of information was collected for other locations in the Planning Area as well.

The 2020 survey was conducted using questions that mirrored the 1993 survey as well as new questions that the management team identified (Strategic Habitat Enhancements 2020). The 2020 survey was distributed digitally through direct outreach via emails and social media platforms. Direct outreach to user groups such as the Arizona Trail Association, Sonoran Desert Mountain Bicyclists, Tucson Audubon Society, and others provided another means to reach Preserve users. Nearly 500 (497) people responded to the survey during the one-month survey period (June 18 – July 20, 2020). The final survey results were shared with the mailing lists from the workshop, the survey, and the SDCP mailing list.

After the workshop, staff further refined its understanding of potential threats to resources in the Planning Area. This is summarized graphically in the Situation Analysis (Appendix C). Staff also developed a table relating key ecological attributes of resource priorities to measurable indicators of a range of potential future conditions (Appendix D) using methods developed by The Nature Conservancy. Both of these tools helped staff to develop objectives and actions needed for this Plan.

The Plan was then sent to the USFWS for review. This Plan version reflects changes made as a result of the USFWS review and comment, as well as additional input from Pima County staff and leadership.

2.0 Management Area Goals and Objectives

2.1 Planning Area Management Goals

The overall goal for this Plan is to ensure that the properties continue to serve as functioning conservation lands for the County's MSCP. Procedures and activities must be geared towards the following objectives:

MG-1. Conservation and enhancement of the ecological structure and functions necessary to support the establishment and recovery of Covered Species under the MSCP;
MG-2. Maintenance or improvement of a proper, natural functioning floodplain with lowered flood peaks and limited erosion hazards; and
MG-3. Maintenance or enhancement of wildlife connectivity between other protected, natural landscapes.

In addition, the County intends this Plan to address additional needs that lie outside the scope of the MSCP, including:

MG-4. Protecting culturally significant resources;
MG-5. Providing for recreational opportunities and visual resources; and
MG-6. Providing for public safety, including wildfire response, and maintaining public water supplies.

2.2 General Management Objectives

When establishing the Preserve in 1986, the Pima County Board of Supervisors, acting as the Board of Directors for the District, adopted a Declaration of Conditions, Covenants and Restrictions. This document states the Preserve be protected "for the purposes of the preservation and protection of the natural and scenic resources of the property … for the benefit and protection of the County, its resources, residents, and visitors."

To meet this goal, the following three management objectives were established in order of priority, and these have been reworded and reaffirmed for the broader Plan:

- To preserve and protect the perennial stream flow in Cienega Creek, and shallow groundwater conditions on the Cienega Corridor properties;
- To preserve and protect the existing natural riparian plant and animal communities and cultural values along the stream corridor; and
- To provide opportunities for the public to use the County-owned properties for recreation, education, and other appropriate activities.

Maintenance of perennial stream flow and shallow groundwater is the most important objective since its loss would diminish riparian vegetation, thus reducing habitat values and scenic quality. However, this objective is likely the most difficult to achieve given that, even with the best on-site management practices, stream flow cannot be ensured due to drought conditions, offsite groundwater pumping or surrounding land use changes that affect the overall hydrology of the watershed.

Preserving riparian vegetation is the second most important overall objective since its loss or diminished character would affect scenic quality and recreational values as well as reduce species habitats. Maintenance of riparian vegetation also has the secondary benefits of reducing flood peaks and controlling soil erosion that can affect downstream properties.

Public use, in appropriate ways, is significant for Cienega Creek and Colossal Cave Mountain Park as most of the area was acquired using public funds, which can generally provide a sense of shared

ownership and concern for the well-being of the resources. An area that is used on a regular basis and valued by concerned citizens is most likely to be less abused or damaged than one where use is prohibited and only accessed by trespassers. Note the recreation objective does not apply to all properties equally. Public use is not allowed on the conserved private properties in this Plan and is discouraged or limited in some areas due to resource issues, neighboring land ownership, legal access, or lack of funds. Public use is promoted on the leased area of Colossal Cave Mountain Park as well as on the adjacent McKenzie Trails Park property which is not part of this Plan (see Chapter 5.0, Public Use/Recreation Management).

3.0 Existing Development and Prohibited Uses

3.1 Existing Development and Encumbrances

Multiple utility companies have existing facilities/easements within or adjacent to fee-owned Planning Area properties. As shown in Figure 3-1, utilities in the Planning Area include overhead electrical lines, buried communication cables, water lines, and gas and petroleum product pipelines. Many of these utility lines follow the I-10 corridor, and future requests for the installation of new, upgraded, or replacement utility lines along this corridor are anticipated.

Some of the fee-owned Planning Area properties managed by the County have developments (i.e., buildings, fence lines, roads, trails, parking areas, etc.) that existed prior to County/District acquisition or were constructed by the County/District to protect resources or facilitate public use (Figure 3-2). Building structures have been kept for their historical value or to house land stewards (caretakers) to maintain vigilance and help preserve resource values. Fence lines, cattle guards, and post-and-cable barriers (off-highway vehicle [OHV] barriers) are kept to protect from overgrazing and unwanted trespass. Roads are maintained for monitoring and maintenance activities, emergency access (e.g., firefighting), and, in some cases, historical value. Trails, designated parking areas, and limited public facilities have been established in areas where public use is allowed.

3.1.1 Cienega Creek Natural Preserve

Many utilities run through at least a portion of the Preserve, including the railroad, Kinder Morgan natural gas and liquid gas pipelines, and a number of underground fiber optic cables from various companies (see Figure 3-1 and Appendix E). All of the utility easements are constructed. Tucson Electric Power (TEP) owns the land it uses in fee simple for the transmission line, and regularly clears vegetation underneath and around its overhead, high voltage powerline to prevent damages from breakage or fire. Kinder Morgan natural and liquid gas lines have been periodically upgraded, maintained, and/or repaired to prevent leakage. The Kinder Morgan lines are more defined and can attract OHV use.

For the most part, the underground fiber optic cables are sporadically maintained and/or replaced, mostly due to the erosion or scouring of areas by storm water flows. Much of the land above is overgrown with vegetation, thus limiting the use by unwanted vehicle traffic.

The railroad has two existing tracks that run through or parallel to the Preserve on land Union Pacific Railroad owns (see Figure 3-1). The eastbound track (or slow track) was realigned in 2013 to remove the bridge crossing I-10 at Pantano Interchange and to construct a new track parallel to the highway on the north side. The section of track on the south side of the highway, north and east of the Headquarters Tract, was abandoned. Union Pacific Railroad plans for the abandoned tracks are unknown. Although upgrades have been fairly recent, Union Pacific Railroad may install upgraded or replacement tracks, culverts and associated equipment within the lifespan of this Plan. Union Pacific Railroad maintains an access road along the railroad, which facilitates unauthorized OHV traffic gaining access to County properties.

As on most properties within the Planning Area, the Preserve is surrounded by “open range” and cattle grazing is prevalent, especially in the areas upstream of the Three Bridges (westbound and eastbound Railroad Bridges and Marsh Station Road Bridge) (Figure 3-2a). Although existing fence lines surround the properties (see Figure 3-2a), they are very old and, in many areas, have either fallen down or are completely broken. Construction of new fencing for the Preserve is underway, but activities will most likely extend throughout the life of this Plan due to the extent of replacement and maintenance needs. In addition, Arizona State Trust Lands along the southern boundary of the Preserve (between I-10 and Cienega Creek) are under the lease of the Bar V Ranch, which is controlled by the County and managed by NRPR.

Mary Ann Cleveland Way
Camino Loma Alta
Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
10
Colossal Cave Rd
Marsh Station Rd
Wentworth Rd
83
10
Empirita Rd

PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 3-1
Planning Area Major Utility Lines

- Cienega Corridor Planning Area
- Roads
- Major Electric Transmission Lines
- AT&T Fiber Optic Cable Line
- Kinder Morgan Natural Gas Pipeline
- Kinder Morgan Hazardous Liquids Pipeline
- Sulphur Spring Valley Cooperative Power Line

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Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pantano Wash
Pistol Hill Rd
Posta Quemada Canyon Wash
Colossal Cave Rd
Agua Verde Creek
10
Colossal Cave Rd
Union Pacific Railroad
Marsh Station Rd
Cienega Creek
Wentworth Rd
83
Mescal Arroyo
Cienega Creek
Empirita Rd
Davidson Canyon Wash
10

PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 3-2
Planning Area
Property Developments

- Cienega Corridor Planning Area
- Buildings
- Post-and-Cable Barriers
- Wells
- Ranch Roads
- Fencing
- Washes/Creeks
- Roads
- Major Railroad Lines

0 Miles 1

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La Cienega Trailhead Parking

Three Bridges Parking

Gabe Zimmerman/Davidson Canyon Trailhead Parking

Pantano Townsite

Headquarters Tract

COLOSSAL CAVE RD

MARSH STATION RD

Pantano Wash

Agua Verde Creek

Cienega Creek

Mescal Arroyo

10

83

FIGURE 3-2a
Cienega Creek Natural Preserve Developments

PIMA COUNTY
Cienega Corridor Management Plan 2022

- Cienega Creek Natural Preserve
- Colossal Cave Mountain Park
- Bar V Ranch
- Agua Verde Property
- Walden Property
- Privately Conserved Lands
- Pima County Grazing Lease Lands
- Buildings
- Post-and-Cable Barriers
- Parking Areas
- Ranch Roads
- Fencing
- Washes/Creeks
- Roads

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Unauthorized OHV traffic has been an issue within the Preserve since it was first acquired by the District in 1987. The problem has only grown over the years with the expanding development of Vail at the downstream end and more residences established to the north of Marsh Station Road. Fence lines and signage have some effect on the control of OHV's, but there are frequent instances of fencing being cut to gain access into the Preserve. Post-and-Cable barriers have been constructed and maintained in key areas throughout the Preserve to further control the unwanted access (see Figure 3-2a) and more barriers may be installed as new OHV access points are discovered.

There are a number of structures located within the Preserve that are associated with the historic Empirita Ranch Headquarters Tract and others near the Pantano Townsite (see Figure 3-2a). Some of the structures at the Headquarters Tract are utilized by an on-site caretaker for cattle ranching, including a nineteenth-century adobe "Cowboy House", a twentieth-century ranch house, a barn and associated corrals and wells. This area also has several structures that are not in use at this time, including a large ranch house, servants' quarters, old barns and storage sheds that may be restored at a future date. There are a few standing structures located to the south of the Pantano Townsite associated with a different caretaker in this area. Although the Pantano caretaker no longer lives on-site, there are remaining storage sheds utilized by the caretaker for maintenance activities associated with the property. Two wells are maintained on-site for the purposes of providing wildlife drinkers.

There are three designated parking areas and a primitive trail system within the Preserve for public recreation activities (see Figure 3-2a). These designated parking areas consist of the following:

- Parking area at Colossal Cave Road Bridge (La Cienega Trailhead) with parking spaces for 10 automobiles, an information kiosk, access control gates and fencing. A primitive road acts as a trail system for this area, with access up to Pantano Dam (about two miles).
- A small parking area located off of Marsh Station Road near the Three Bridges that has space for 10 automobiles, along with an informational kiosk. This is specifically an overlook site for visitors to enjoy the visual aspects of the Preserve, with views of a perennial portion of Cienega Creek, two railroad bridges, and the historic Marsh Station Road Bridge.
- Just south of the Three Bridges parking area is the Gabe Zimmerman/Davidson Canyon Entry, which consists of a short drive and parking spaces for 12 automobiles and six (6) vehicles with trailers or six (6) recreational vehicle motorhomes (RVs). This site also includes public amenities such as picnic table and ramada, sitting benches, hitching posts for horses and equestrians, portable public restrooms, an informational kiosk and interpretive signs. This is the main public entry into the Preserve and is also an entry point for access onto the Arizona Trail, the only developed trail within the Preserve that runs from the southernmost part in Davidson Canyon to just northwest of Marsh Station Road Bridge. In addition to pedestrians, the Arizona Trail also accommodates mountain bikes and equestrians along its path. A screened shelter under the railroad and speed reduction signs along Marsh Station Road have been constructed in this area for visitor safety.

3.1.2 Colossal Cave Mountain Park

Most of the recreational facilities in Colossal Cave Mountain Park were first built by the Civilian Conservation Corps (CCC) in the 1930s, including the Cave trails and lighting, the visitor's center and patio, roadways and campgrounds (Figure 3-2b). Modifications have been made to the structures over the years, including additional parking, restrooms, and alterations to certain buildings. La Posta Quemada Ranch served as the campground for the CCC work crew but most of the CCC-era structures are no longer present. A complete building inventory for Colossal Cave Mountain Park, including the Ranch, is included in Appendix F.

At present, TEP has an easement for power lines, and U.S. West has an easement for underground telephone lines (Pima County 1998). Several ingress/egress road easements also exist within Colossal Cave Mountain Park (see Figure 3-2b). All of Colossal Cave Mountain Park is subject to Conservation Land restrictive covenants, except for the leased area.

CAMINO LOMA ALTA

PISTOL HILL RD

OLD SPANISH TR

COLOSSAL CAVE RD

Posta Quemada Canyon Wash

Agua Verde Creek

La Sevilla Campground

Colossal Cave

El Bosquecito Campground

La Posta Quemada Ranch

FIGURE 3-2b
Colossal Cave Mountain Park Developments

PIMA COUNTY
Cienega Corridor Management Plan 2022

- Colossal Cave Mountain Park
- Cienega Creek Natural Preserve
- Privately Conserved Lands
- Commercial Lease Area
- Buildings
- Parking Areas
- Utility Ingress/Egress Easements
- Ranch Roads
- Fencing
- Washes/Creeks
- Roads

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3.1.3 Agua Verde Property

The Agua Verde property contains multiple easements, including a TEP overhead high voltage power line (see Figure 3-1), right-of-way (ROW), ingress/egress, and utility (see Appendix E and Figure 3-2c). All easements have been constructed, or in the case of the ROW, are actively in use. One exception is a section of road constructed without an easement on the Hufault parcel (assessor's parcel number 306-11-0020). While the road currently provides access to the northern portion of the Hufault parcel, there is an opportunity to gate the access or close the road and restore to native vegetation. The road serves two adjacent private properties, therefore, installing a gate closer to Red Hill Ranch Road is not feasible at this time, and any improvements would only control access onto the Hufault parcel. Acquisition of the privately-owned parcels would help to restrict access to the Agua Verde property.

The area surrounding the Agua Verde property is "open range" and cattle grazing is prevalent. The riparian area has been heavily grazed in recent years and wildlife camera data have shown that cattle spend an extensive amount of time in the wash corridor, especially near several intermittent pools. Their presence is evidenced by a lack of understory vegetation in the more accessible floodplain overbank areas (i.e., Poteet property).

In areas where the overbank vegetation is dominated by thornscrub, cattle intrusion is less prevalent. As such, fencing the riparian area is a priority management action. The property is partially fenced, with 4-strand barbed wire along the northern and eastern boundary, and a section of fence along the western FLAP parcel's boundary. Currently, the fence along the eastern-most boundary borders Arizona State Trust Land and is maintained by the leaseholder. Additional wildlife friendly fence was installed in February 2020 to address encroachment by a neighboring property owner (see Figure 3-2c). The existing fence is in good condition, although some repairs are needed. Since the fence does not currently prevent cattle trespass, repairs can be delayed to a later phase.

3.2 Utility Easements

3.2.1 Procedures for Utilities

The following procedures related to utility lines and related facilities apply to all of the Planning Area:

- All utility lines and utility line access roads shall be within recorded easements.
- Written access agreements shall be developed by the Pima County Real Property Department for each utility company needing access through fee-owned lands.
- If determined necessary by the District and NRPR, access agreements will require that the respective utility company develop and submit an emergency response plan related to potential failure of their facilities.
- Requests for new utility line installations shall be reviewed on a case-by-case basis by NRPR, District and Pima County Office of Sustainability and Conservation (OSC). If approved, work shall be implemented in accordance with any legal restrictions outlined in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Restrictive Covenant, and/or Conservation Easement.
- Disturbance of natural and cultural resources by the construction of new lines or repair of existing lines shall be properly mitigated. A copy of the mitigation requirements is provided in Appendix G of this Plan.
- Disturbance of natural and cultural resources by the construction of new lines or the repair of existing lines in areas adjacent to fee lands shall be properly mitigated. NRPR and District will refer to the proper local ordinances (i.e., Pima County Floodplain and Erosion Hazard Management Ordinance) for guidance on mitigation requirements.

Agua Verde Creek

PIMA COUNTY
Cienega Corridor
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FIGURE 3-2c
Agua Verde Property Developments

- Agua Verde Property
- Utility Ingress/Egress Easements
- Ranch Roads
- Fencing
- Washes/Creeks
- Roads

0 Feet 800

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3.2.2 Utility New and Ongoing Actions

The following actions related to utility line installations are ongoing:

- The amendment of easements and access agreements between District and individual utility companies as warranted by changing conditions.
- The review of all applications for the installation of new or replacement utility lines to be followed by written notice of approval with conditions or rejection.
- The monitoring of new or replacement utility line construction to determine compliance with conditions of approval.

The following actions related to utility line installations within the Preserve are planned:

- The monitoring of new or replacement utility line construction on lands adjacent to the Preserve to determine compliance with County ordinances (i.e., Floodplain and Erosion Hazard Management Ordinance).

3.3 Conservation Easements and Restrictive Covenants

3.3.1 Existing Legal Instruments

Many of the fee-owned properties within the Planning Area are restricted by a (1) Conservation Easement, (2) Restrictive Covenant, or (3) CC&Rs. These legal instruments provide added protection to the property's natural and cultural resources, identify restricted and prohibited uses, and serve as a foundation for management of properties. Table 3-1 lists each property by type of legal instrument and Figure 3-3 shows the location of encumbered lands.

Table 3-1. Existing Legal Instruments

Type of Legal Instrument	Appendix	Property Name
Board Adopted CC&Rs running with the land	Appendix H: Preserve CC&Rs	Portion of Cienega Creek Natural Preserve (Winston Wheeler Trust)
Caretaker Agreement for Headquarters Tract	Appendix I: Headquarters Tract Lease	Headquarters Tract
Lease for Colossal Cave Attraction	Appendix J: Cave Attraction Lease	Colossal Cave Attraction Lease Area
Conservation Lands Restrictive Covenant	Appendix K: County Conservation Master Restrictive Covenants	Colossal Cave Mountain Park
MSCP Restrictive Covenant	Appendix L	Walden Property and Davidson Canyon Parcels, Davidson Canyon South, Cienega Creek Natural Preserve, Agua Verde Parcels, and a portion of Colossal Cave Park
CC&Rs and Road Maintenance Agreement	Appendix M	Hufault Parcels
Conservation Easement	Appendix A	Mumford Property
Conservation Easement	Appendix B	Wendt Property
Covenant Intergovernmental Agreement between County and ADOT to Maintain Scenic Easement	Appendix N	I-10 at Davidson Canyon/Two Parcels of the Bar V Ranch

Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pistol Hill Rd
Colossal Cave Rd
10
Colossal Cave Rd
Wentworth Rd
Marsh Station Rd
Wendt
Mumford
Hufault
Poteet
Rancho Agua Verde
FLAP
10
Empirita Rd
Headquarters Tract

PIMA COUNTY
Cienega Corridor Management Plan 2022

FIGURE 3-3
Planning Area Legal Instruments and Encumbered Lands

- Commercial Lease Area
- Conservation Lands Restrictive Covenants
- Conservation Easement
- MSCP Restrictive Covenant
- Intergovernmental Agreement between County and ADOT to Maintain Scenic Easement
- Board-Adopted CC&Rs (Winston Wheeler Trust)
- CC&Rs and Road Maintenance Agreement
- Caretaker Agreement
- Roads

0 Miles 1

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As the need arises, Restrictive Covenants may be placed on existing fee lands or new acquisitions. The goal is not only to protect the land and its resources, but also provide mitigation for future impacts under the MSCP.

3.3.2 Cienega Creek Natural Preserve

The Cienega Creek Natural Preserve, including the Headquarters tract, is allocated as mitigation for impacts under the Multi-species Conservation Plan and is subject to the MSCP restrictive covenants. The exception to this is the parcel underneath the bridge at Colossal Cave Road. A portion of the Preserve has historically served as residences for the Empirita Headquarters Tract (see Appendix I). Uses of the Headquarters Tract currently are subject to a short-term Caretaker Agreement, as well as the MSCP CC&Rs (see Appendix L). This Plan is intended to provide guidance to the development of any future uses of the Headquarters Tract. The current agreement allows the use of portions of the Headquarters Tract for “cattle transfer”, which is loading and moving cattle, but not long-term pasturing. Horses may be pastured in limited areas (see Appendix I). Up to 10 working dogs may be kept on the Headquarters Tract in addition to pets. The tenants are responsible for complying with the terms of the CC&Rs, and maintaining the improvements in functional condition, including fencing and historic improvements.

The District Board of Supervisors adopted a Declaration of Covenants for the floodplain and erosion hazard zone of Cienega Creek and Davidson Canyon in 1986. Among other provisions the Declaration:

- Commits the District to “prevent deterioration of the area by causing the property to be patrolled by appropriate law enforcement personnel…”
- Imposes a permit system administered by NRPR to limit access “consistent with the goals of protection and maintenance of the riparian ecosystem…”

3.3.3 Colossal Cave Mountain Park and Bar V Ranch

Most of the properties in the Planning Area have MSCP Restrictive Covenants, but much of Colossal Cave Mountain Park has the Conservation Lands CC&Rs, which are slightly more permissive. MSCP Restrictive Covenants are needed to use a property as mitigation land under the MSCP. Figure 3-3 distinguishes where the two types apply. Significantly for this Plan, much of the Colossal Cave Mountain Park would not be eligible to commit as mitigation land unless the more stringent MSCP Restrictive Covenants are imposed (see Figure 3-3).

County and District, as owners, have the right to regulate uses of Colossal Cave Mountain Park, and intend that this Plan provide a framework for future decisions that will confront the County and District pertaining to natural and cultural resource management. The contract between the County and the Colossal Cave Show Cave operator grants the cave operator a license to use, occupy, and manage the developed show cave, Posta Quemada Ranch facilities, roads, and a few other small portions of Colossal Cave Mountain Park for specific purposes through 2025.

Significantly for this Plan, Section 12.5 of the contract regulates cave access and research. Section 4.3 of the current agreement requires Colossal Cave Mountain Park to be open to the general public except for gated attractions (including the show cave) and designated and scheduled special and private events. Exhibit C of the Agreement lists public uses generally considered appropriate for the Colossal Cave Mountain Park with reasonable guidelines. This Plan spells out Public Uses in more specific ways than Exhibit C.

For the Bar V Ranch, the two parcels south of I-10 have been designated as a scenic viewshed under an Intergovernmental Agreement between the Arizona Department of Transportation (State of Arizona) and the County. The County is authorized under the agreement to be the lead agency to manage and preserve the scenic viewshed and natural scenic qualities of the parcels in perpetuity. Under the agreement, the parcels cannot be leased for revenue generation except that the County may use the

parcels for agricultural purposes, grazing, and the operation of cattle ranches, and may lease the parcels for similar types of uses, as part of a management plan (see Appendix N).

3.3.4 Private Lands with Conservation Easements

The conservation easements held by the County on the Mumford and Wendt properties each limit the potential future uses by the owners in perpetuity and provide access to the County for the purpose of monitoring compliance (see Appendices A and B). Each easement describes consistent and prohibited uses, and provides mechanisms for dispute resolution. The two easements have slightly different terms because they were separately negotiated. Nothing in the easements provides the public at large access to the private properties.

3.3.5 Water Use Restrictive Covenants

Water use within the Planning Area is primarily associated with the two active ranches at the Empirita Headquarters Tract and Bar V Davidson Canyon property, as well as the recreational activities at Colossal Cave Mountain Park. A very minor amount of water withdrawals occurs periodically in association with groundwater quality sampling or domestic use at the two private parcels on which the County holds conservation easements. Water to all of these sites is supplied by individual wells, as there is no public water delivery to the properties at the present time. Table 3-2 lists the estimated annual maximum water use for the properties in the Planning Area as reported to Arizona Department of Water Resources (ADWR) by the County. Note that there are no wells on the District properties along Agua Verde Creek. The wells that are associated with active and potential water withdrawals in the Planning Area are shown on Figure 3-2.

The Restrictive Covenants limit some uses of pumped water on a property to an amount allowed by the ADWR. Table 3-2 summarizes the pumped wells and estimated annual withdrawal for each restricted property. The last column lists the maximum amount of pumping per restricted property, as allowed by ADWR. The upper limit on the amount of pumping per well is restricted by either ADWR surface water rights considerations, Active Management Area considerations, or the pump size. Appendix O provides greater detail on the existing uses and amount of pumping for each well on the restricted property.

3.4 Park Rules

On October 15, 2020, the County Board of Supervisors affirmed the advisory role of the NRPR Parks Advisory Committee and formally adopted the County park rules (Board of Supervisor resolution 2019-74) as the code of rules and regulations for County parks and recreation areas pursuant to Arizona Revised Statute (A.R.S.) 11-934 and A.R.S. 11-935 (Appendix P). The Park Rules cover Use and Occupancy of Public Parks, including: fees; commercial activities; motor vehicles; bicycles; destruction; damage; or removal of County property; littering; areas posted against entrance; or use and occupancy; hunting; firearms; archery; fires; and drones, aircraft, parachutes, and hang gliders.

Special Use Permits from NRPR are required for use of the parks for commercial events or activities as well as organized large group activities or events. Rights of Entry, and in some cases State permits, are required for research purposes. Film permits are also required for commercial portrait photography or filming. No collecting of plants or other natural resources is allowed except by permit. There are restrictions pertaining to use of motorized vehicles and bicycles. For instance, the current park rules allow bicycle use in the riverbeds, but not motor vehicles. Free-roaming animals in parks and recreation areas, including domestic animals and other pets at large, are prohibited, as is discharge of firearms or other weapons unless engaged in hunting in areas authorized by the Arizona Game and Fish Department (AZGFD) regulations. Saddle, pack, and draft animals are prohibited unless an area is developed and posted accordingly. Grazing of livestock is currently prohibited in parks, but in practice is authorized in the Headquarters Tract pursuant to specific agreements. Other chapters cover prohibitions on intoxicants and disturbing the peace in parks and recreation areas, and the varying violations and penalties including expulsion of violators.

Table 3-2. Estimated Maximum Water Use by Property

Property Name	Wells 55*	Estimated Annual Water Withdrawal (acre-feet)	Maximum Annual Water Withdrawal (acre-feet)
Cienega Creek Natural Preserve including Headquarters Tract	616165 627729 627741 801774 631733	0.5 0.5 1 1 0	10 52 10 52 10
		Property Total 3.0	134
Walden	512314 643282	0 (capped well) Unknown (exempt well)	10 10
		Property Total	20
Colossal Cave Mountain Park	604338 616076 627561 627562 801367	5 6.14 11.4 11.4 1	10 10 11.4 11.4 10
		Property Total 35.0	52.8
Davidson Canyon Parcels (Bar V Ranch)	512957 632478 512959 808500	1 0 <0.1 <0.1 These wells are part of a larger Restricted Property	10 10 10 10
		Property Total 1.1	40
Wendt CE	087048	Unknown (Exempt residential use only)	10
		Property Total	10
Mumford CE	538462 805086 805087 805088	Unknown (Exempt wells)	10 10 10 10
		Property Total	40
Agua Verde FLAP	No wells	Property Total 0	0
*State of Arizona maintained database for storing well data. Also known as the Well Registry.			

4.0 Resource Management

Staff identified nine Resource Priorities to be addressed in the Plan through both internal staff scoping and external scoping with a variety of stakeholders (see Table 1-2; Southwest Decision Resources 2020). Resource Priorities served as foci for discussion of conservation strategies and fell into three groups: Aquatic/Riparian, Uplands, and Cultural. To better align with existing County programs and policies, the initial Resource Priorities and their associated Desired Future Conditions, were regrouped into eight Resource Management Categories: Water Resources, Aquatic Wildlife Species, Soils and Minerals, Vegetation, Caves and Bats, Terrestrial Wildlife, Cultural Resources and Heritage, and Visual Resources.

The sections below address management approaches for the eight Resource Management Categories, with a number of specific concepts and terms used to discuss County approaches to managing resources. Management Objectives and Desired Future Conditions were introduced and defined in Table 1-1; however, several other terms are described below in Table 4-1 and are used throughout Chapter 4.

A separate Implementation Plan will be prepared in order to identify priorities for activities during the next several years. All management actions, new and existing, are contingent on adequate funding and staffing. Some depend on partnerships with others.

Table 4-1. Definitions and Examples for Conceptual Terms Used in Chapter 4

Term	Definition	Example
Policies and Procedures	Policies and procedures are administrative approaches or rules that the County or other governmental agency have established to govern County management and allowed public uses.	No allowed use or activity shall materially diminish quality and quantity of the ground or surface water within the Preserve. Fishing is prohibited by AZGFD Regulations.
Ongoing Actions	Ongoing actions are management actions and programs that the County currently has in place at the time of Plan development.	Staff working with Site Stewards (Arizona State Parks Site Stewards Program) who monitor known cultural resource sites on a systematic schedule and rotation with formal reporting procedures.
New Actions*	New actions are management actions and programs that the County is proposing to implement after Plan approval. Implementation of new Plan actions will depend on funding, partnerships and staffing, and will vary over time.	Support educational efforts in local school districts or at Bar V Ranch regarding the needs of native fish and frogs, and threats from non-native aquatic organisms.
Monitoring	Monitoring actions are those used to repeatedly track the status and condition of one or more identified Desired Future Condition.	Monitor change in presence and persistence of aquatic species habitat features by analyzing Pima Association of Governments (PAG) wet-dry mapping data annually.
Note: A separate Implementation Plan will be prepared in order to identify priorities for activities during the next several years. All management actions, new and existing, are contingent on adequate funding and staffing. Some depend on partnerships with others.		

4.1 Water Resources (WR)

4.1.1 Management Objectives (MO)

WR-MO-1: Maintain or enhance:

- perennial flow in multiple reaches of the Preserve (Figure 4-1).
- groundwater levels within the shallow groundwater zones.

WR-MO-2: Maintain groundwater and surface water quality at a level to support existing riparian vegetation and aquatic communities, and the native species that depend on them, recreation, livestock, and irrigation uses in the Planning Area.

Mary Ann Cleveland Way
Pantano Wash
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Mountain Springs
Agua Verde Creek
Pantano Dam
Tucson Active Management Area
Colossal Cave Rd
10
Marsh Station Rd
Davidson Spring 2
Wentworth Rd
83
Mescal Arroyo
Cienega Creek
Empirita Rd
Davidson Canyon Wash
10

FIGURE 4-1
Aquatic Habitat Features

- Cienega Corridor Planning Area
- Commercial Lease Area
- Tucson Active Management Area
- Washes/Creeks
- Roads
- Perennial Aquatic Reaches
- Perennial and Ephemeral Streams

0 Miles 1

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WR-MO-3: Maintain and enhance natural hydrologic and hydraulic stream flow processes along Cienega Creek and its tributaries.

4.1.2 Desired Future Conditions (DFC)

WR-DFC-1: Water is present in multiple reaches of the Preserve during June. The number of perennial pools greater than 0.5 meters in depth as measured in June is maintained or improved in the Preserve over a five-year rolling average.

WR-DFC-2: Total dissolved solids and priority metals are maintained at the levels identified in the pre-Rosemont (circa 2014-2020) baselines for Davidson Canyon and Cienega Creek within the Preserve.

WR-DFC-3: The Colossal Cave Mountain Park and Empirita Headquarters Tract water supply continues to meet standards of the Safe Drinking Water Act.

4.1.3 Policies and Procedures

- No use or activity shall be conducted within the Planning Area that will materially diminish the quality and quantity of the ground water or surface water within the Preserve.
- Pumping of ground water to support public use facilities shall be limited to rates that will not negatively influence surface water flows or groundwater levels within the Preserve, and not exceed the baselines set for the Restrictive Covenants (where applicable).
- County shall annually require operator at Colossal Cave Mountain Park to identify and report the location of any hazardous materials stored on the property to the County and District pursuant to the contract clause 18.2.
- When the Development Services Department initiates the review of the Comprehensive Plan, propose maintaining sewer service area boundary at its present location along Colossal Cave Road, outside the Maeveen Marie Behan Conservation Lands System.
- The District shall review any alterations to Colossal Cave Mountain Park septic systems, in addition to review by the Pima County Department of Environmental Quality and NRPR.

4.1.4 Ongoing Management Actions (MA)

WR-MA-1: Inspect and maintain wellhead protection systems at Colossal Cave Mountain Park public supply wells.

WR-MA-2: Inspect and maintain wellhead protection systems at Empirita Headquarters Tract domestic well.

WR-MA-3: Regularly test water supply wells at Colossal Cave Mountain Park to ensure they meet Safe Drinking Water Act standards.

WR-MA-4: Encourage the State to continue water-quality monitoring and regulation for Cienega Creek and Davidson Canyon.

WR-MA-5: Annually require Colossal Cave Mountain Park operator to identify and report the location of any hazardous materials stored on the property to the County and District pursuant to the contract clause 18.2.

WR-MA-6: Support legislation that can establish water rights for riparian vegetation.

WR-MA-7: Fund and monitor small-scale water harvesting and water-spreading earthworks designed to retain and infiltrate runoff on tributaries to lower Cienega Creek, including on tributaries from Bar V Ranch.

WR-MA-8: Acquire Arizona State Trust Lands that have potential to affect the properties' water resources, if developed.

WR-MA-9: Request review of new or renewed Arizona State Trust Land leases for mineral extraction operations within the Cienega Creek watershed and final documents for leases that were approved.

WR-MA-10: Lend support to important legislation that can improve the management of groundwater in the Planning Area.

WR-MA-11: Establish Conservation Easements with willing sellers to minimize groundwater pumping within the Cienega Creek watershed.

WR-MA-12: Maintenance and protection of existing water rights by active participation in the State Adjudication process and by defense of existing claims and certificates to surface waters and subflows.

4.1.5 New Management Actions (MA) – Water Quantity

WR-MA-13: Improve understanding of surface water and groundwater uses in the portions of the Cienega Watershed that lie outside the Tucson Active Management Area (see Figure 4-1), potentially through partner organizations. Calculate the overall Cienega Watershed water demand and supply budget and create strategies to balance the water budget.

WR-MA-14: Educate water users about the value of thriving riparian areas including economics and heritage through working with partners.

WR-MA-15: Evaluate feasibility of adding 2,500-gallon (1 each) storage tanks to water systems at Colossal Cave and Posta Quemada locations.

WR-MA-16: Investigate ownership and maintenance responsibilities for repair of leaking pipelines within CCMP.

WR-MA-17: Evaluate Posta Quemada well for maintenance needs (e.g., brush and bale) to expand water capacity. Initial step: video well to evaluate.

WR-MA-18: When the Development Services Department initiates the review of the Comprehensive Plan, propose maintaining sewer service area boundary at its present location along Colossal Cave Road, outside the Maeveen Marie Behan Conservation Lands System.

WR-MA-19: When funding is available, develop a three-dimensional groundwater model to evaluate the effectiveness of different strategies and understand the cumulative effect of potential future rezonings and Comprehensive Plan amendments.

WR-MA-20: Prioritize acquisition of properties as informed by the groundwater model.

WR-MA-21: Ensure any compensatory mitigation land for impacts adjacent to the Planning Area benefits the Planning Area.

WR-MA-22: Collaborate with the federal government, the Arizona Land and Water Trust and others to purchase land and establish conservation easements to minimize groundwater pumping.

WR-MA-23: Support legislation that can establish water rights to maintain riparian vegetation.

WR-MA-24: Adopt a county ordinance or rule which would deny approval of subdivision plats that cannot prove 100-year water adequacy outside the Active Management Areas, similar to Yuma and Cochise counties.

WR-MA-25: Restore diverted water from the Pantano Dam (see Figure 4-1) back to the Cienega Creek channel through negotiations with the owner, in the event the Rosemont Mine mitigation cannot be realized.

WR-MA-26: Harvest water at Colossal Cave Mountain Park for onsite use and to educate Vail area water users about water conservation, perhaps in partnership with the Vail Water Company.

WR-MA-27: Retain large woody debris dams to spread flood flows in the Cienega Creek. Consider man-made structures to slow flow with debris if public safety can be addressed.

WR-MA-28: Explore conservation incentives to shallow groundwater area water users to reduce demand. Options: Groundwater Users Advisory Council pump fees, ADWR conservation credit, Tucson Water extension of incentives to users within service area, water conservation credits/easements, and active water harvesting systems.

WR-MA-29: Adopt a County standard for individual potable water-sources for single-family dwellings not served by a public water-supply system or private well that ensures an adequate supply of potable water (similar to Yuma County).

4.1.6 New Management Actions (MA) – Water Quality

WR-MA-30: Develop and maintain an appropriate water quality database specific to the Planning Area properties.

WR-MA-31: Work to maintain water quality standards and protections that had existed under the Clean Water Act before amended in 2020.

WR-MA-32: Monitor, report, and remediate potential sources of contaminants within the managed properties, and work with partners to address offsite sources.

WR-MA-33: Maintain a map identifying potential sources of groundwater and surface water contamination to the Planning Area properties.

WR-MA-34: The District and NRPR will review any alterations to Colossal Cave Mountain Park septic systems, in addition to review by the Pima County Department of Development Services and Office of Attraction and Tourism, prior to submittal to Arizona Department of Environmental Quality.

WR-MA-35: Collect winter stream runoff upstream of Mountain Spring in Colossal Cave Mountain Park and spring discharge from Mountain Spring (see Figure 4-1) at a time when there is no stream runoff to ascertain source waters for this historic spring.

WR-MA-36: Collect additional water samples for analyses for stable and radioactive isotopes, plus major ion chemistry on Cienega Creek and Davidson Canyon, intermittent spring flow within Colossal Cave Mountain Park and Agua Verde Creek, and the wet cave in Colossal Cave Mountain Park.

WR-MA-37: Support recognition and remediation of the historic Rosemont Mine pollution affecting upper Davidson Canyon.

WR-MA-38: Seek a mineral withdrawal for Coronado National Forest, Colossal Cave Mountain Park, and the Preserve under the 1872 Mining Act.

WR-MA-39: Support amendments of the 1872 Mining Act and other laws that impose greater responsibility for understanding, avoiding, minimizing, and mitigating impacts of mining on water resources.

WR-MA-40: Review agency land use plans and include comments protective of water quality.

WR-MA-41: Ensure any modifications to the septic systems at Colossal Cave Mountain Park do not increase the risk of groundwater contamination, through careful planning, design and review processes.

WR-MA-42: Work with fire departments to identify areas to exclude from fire retardant use during wildfire response actions.

WR-MA-43: Work with AZGFD to position them to obtain “natural resource damages” if hazardous materials spills affect the subject properties.

4.1.7 Monitoring (MON)

WR-MON-1: Semi-annual surface water quality monitoring in Cienega Creek upstream of the confluence with Davidson Canyon to identify impacts of surrounding land uses on the State of Arizona "Outstanding Waters" designation.

WR-MON-2: Semi-annual surface water quality monitoring in Davidson Canyon (Township (T) 17S - Range (R) 17E - Section 06) to identify impacts of surrounding land uses on the State of Arizona "Outstanding Waters" designation.

WR-MON-3: Stream flow monitoring at the U.S. Geological Survey gauge near Vail (00948450).

WR-MON-4: Precipitation and storm flow monitoring of the gauges at Cienega Creek near I-10 (4280), Pantano Wash near Vail (4250), Pantano Wash at bedrock schist (4260) and Davidson Canyon near I-10 (4310) by the District.

WR-MON-5: Perennial stream mapping along Cienega Creek from T16-R17-35 to T16-R16-14 and along Davidson Canyon from T17S-R17E-06 to T16S-R17E-31 with annual reporting completed by PAG.

WR-MON-6: Collection and assessment of water level data in wells located in T17S-R17E-Section 18bad (Empirita CCI), T17S-R17E-01ddd (Empirita 2), T16S-R17E-35caa (Jungle), TS16-R17E-33abb (Cienega), T17S-R17E-06bdc (Davidson Bar V), TS16-R17E-31ccb (Davidson 2), TS16-R16E-14cac (PS-1), and T16S-R16E-15abd (PN-2) with annual reporting completed by the District.

WR-MON-7: Semi-annual measurement of water levels in wells located in T17S-R18E-07bbc (O'Leary Windmill) and T16S-R16E-14ddc (Del Lago) with annual reporting completed by the District.

WR-MON-8: Quarterly measurement of base flows along Cienega Creek at T16S-R17E-34 (DS Tilted Beds) and T16S-R17E-19 (CC2-Marsh Station), and along Davidson Canyon at T17S-R17E-06 (Davidson Spring 1) and T16S-R17E-30 (Davidson Spring 2, see Figure 4-1) with annual reporting completed by the District.

WR-MON-9: Evaluate installation of water meters at Colossal Cave and Posta Quemada wells to measure water usage.

4.2 Aquatic Wildlife, including Invasive Species (AW)

4.2.1 Management Objectives (MO)

AW-MO-1: Maintain or enhance Aquatic Species Management Plan (Pima County 2019) goals within the Plan Area:

- Occupancy of MSCP covered aquatic fish and amphibian species within the Preserve
- Habitat features suitable for persistence of aquatic species within perennially flowing (aquatic) reaches (see Figure 4-1).

AW-MO-2: Maintain groundwater level and surface water extent and quality at a level to support existing aquatic wildlife in multiple reaches within the Planning Area.

AW-MO-3: Limit invasive aquatic species presence: prevent the introduction of crayfish and non-native fish, and establishment of bullfrogs in aquatic habitats within the Planning Area.

4.2.2 Desired Future Conditions (DFC)

AW-DFC-1: *Native fish persistence* – Two or more native fish species, including Gila topminnow (*Poeciliopsis occidentalis occidentalis*), longfin dace (*Agosia chrysogaster*), and Gila chub (*Gila intermedia*), are present in multiple reaches of Cienega Creek during quarterly wet-dry mapping.

AW-DFC-2: *Native amphibian persistence* – Lowland leopard frogs (*Lithobates* yavapaiensis) are detected through multiple perennial reaches of Cienega Creek during quarterly wet-dry mapping.

AW-DFC-3: *Aquatic non-native species presence* – No non-native fish or crayfish are detected during field visits or reported by partners within the Planning Area. Bullfrogs are absent or detected in such low numbers as to lack recruitment (multiple age stages, egg masses) within the Preserve.

4.2.3 Policies and Procedures

- The introduction of non-native wildlife species shall be prohibited.
- Pets and other domestic animals shall be prohibited on-site except for those appropriately restrained by leashes or cages.
- Work with the AZGFD to maintain fishing prohibitions.

4.2.4 Ongoing Management Actions (MA)

AW-MA-1: Support efforts to increase knowledge about aquatic fish and wildlife, and their habitats, through the issuance of Right-of-Entry (ROE) Permits for scientific research projects and environmental education activities. The ROEs for research projects will continue to require annual submission of study reports to NRPR, OSC, and the District.

AW-MA-2: Coordinate with the Arizona State Land Department and other adjacent landowners to remove/minimize potential threats and stressors to native aquatic fish and wildlife within the Preserve.

AW-MA-3: Restrict public use of portions of the Preserve on a temporary basis, if necessary, to protect habitat essential to the survival or healthy condition of native wildlife species.

AW-MA-4: Request patrols from the Pima County Sheriff's Office to enforce County park rules, including leash laws and Preserve regulations related to domestic animals.

AW-MA-5: Utilize current permit reservation webpage as a way for visitors and neighboring residents to report non-emergency prohibited activities within the Preserve.

4.2.5 New Management Actions (MA)

AW-MA-6: Explore translocating northern Mexican gartersnakes (*Thamnophis eques*) into perennial reaches of the Preserve (in partnership with AZGFD and USFWS).

AW-MA-7: Install additional signage as appropriate to educate visitors that introducing non-native species or harassing native species are not allowed within the Planning Area.

AW-MA-8: Inventory the offsite water bodies surrounding the Preserve for their suitability for native aquatic species or work with partners to accomplish this.

AW-MA-9: Encourage neighboring managing agencies to seek to eliminate or rectify quarry ponds located offsite.

AW-MA-10: Respond quickly to confirm any credible reports of non-native aquatic organisms; develop a rapid response plan with AZGFD and/or the U. S. Bureau of Reclamation (BOR) to respond to establishment of non-native aquatic organisms.

AW-MA-11: Explore opportunities to redevelop old stock ponds and/or construct new wildlife ponds for providing refuge to native frogs and fish.

AW-MA-12: Work with local non-governmental organizations, AZGFD and property owners to encourage the substitution of native fish for non-native fish in existing high-priority private ponds through extension of the Biological Certificate of Inclusion and other consensual means.

AW-MA-13: Support educational efforts in local school districts and/or at Bar V Ranch regarding the needs of native fish and frogs, and threats from non-native aquatic organisms.

4.2.6 Monitoring (MON)

AW-MON-1: Native aquatic covered species – frogs and fish – monitored in the Preserve quarterly during wet-dry mapping and opportunistically elsewhere throughout the Planning Area.

AW-MON-2: Monitor change in presence and persistence of aquatic species habitat features by analyzing PAG wet-dry mapping data annually.

AW-MON-3: Monitor for the presence of non-native animal species and, if necessary, take measures to control or remove such species.

AW-MON-4: The BOR has committed to monitoring Gila topminnow annually from 2021-2031 at several locations within the Preserve.

AW-MON-5: The BOR will continue monitoring for aquatic invasive species on a five-year interval.

4.3 Soils and Minerals (SM)

4.3.1 Management Objectives (MO)

SM-MO-1: Manage activities in and around the Planning Area properties with the objective of preventing unnatural soil erosion and deposition.

4.3.2 Desired Future Conditions (DFC)

SM-DFC-1: No mining is occurring in the Planning Area properties.

SM-DFC-2: Offsite mines or mine legacies are not degrading Planning Area properties.

SM-DFC-3: Soil stability is within the natural range of variability, based on Natural Resource Conservation Service ecological sites.

SM-DFC-4: Cultural resource site integrity is minimally impaired by anthropogenic soil erosion.

4.3.3 Policies and Procedures

- New construction on Planning Area properties must include measures to minimize erosion and to visually obscure any junctions with unneeded roads or trails.

4.3.4 Ongoing Management Actions (MA)

SM-MA-1: Review and comment on all actions related to proposed or renewed mineral extraction activities that could affect the Planning Area.

SM-MA-2: Report OHV use and impacts to soils, vegetation, wildlife or infrastructure detected during regularly scheduled property monitoring to the appropriate land manager.

SM-MA-3: Monitor for presence of trespass cattle and impacts to soils and vegetation. Contact responsible ranchers to remove trespass cattle.

4.3.5 New Management Actions (MA)

SM-MA-4: Remediate unneeded or wildcat trails and roadways that are contributing to unnatural erosion.

SM-MA-5: Create an interdepartmental process to prioritize road or trail closures, revegetation efforts, and stabilization projects to control severe erosion.

SM-MA-6: Request review of new or renewed Arizona State Trust Land leases for mineral extraction operations within the Cienega Creek Watershed and final documents for leases that were approved.

SM-MA-7: Use site steward information to supplement staff observations of erosion hot spots that threaten resource priorities within the Planning Area managed lands.

SM-MA-8: Working with partners, install features to address unneeded trails and roadways, and erosion issues, which might include use of gravel or rock structures, visual screening, ripping, and seeding, or other actions.

SM-MA-9: Seek federal mineral withdrawal for the Planning Area properties and surrounding lands.

SM-MA-10: Seek reclamation of abandoned or inactive clay mines that contribute sediment to the Planning Area properties.

SM-MA-11: Use land acquisition to reduce the potential for offsite mining to affect the Planning Area managed lands.

SM-MA-12: The District has planned grade control structures on Pantano Wash downstream of the Preserve that will reduce the potential for future channel-bed degradation; this independent project will have benefits for the lower portion of the Preserve.

4.3.6 Monitoring (MON)

See SM-MA-4, VE-MON-1, and VE-MON-2 for relevant monitoring actions.

4.4 Vegetation, Including Invasive Species (VE)

4.4.1 Management Objectives (MO)

VE-MO-1: Maintain or enhance existing native upland and riparian plant communities throughout the Planning Area, focusing on mesic and xeric riparian vegetation resources. Vegetation communities in the Planning Area are shown in Figure 4-2.

VE-MO-2: Prevent the introduction of new non-native, invasive plant species to the Planning Area.

VE-MO-3: Maintain or reduce the extent of currently present non-native, invasive plant species throughout the Planning Area.

VE-MO-4: Maintain riparian and aquatic plant community diversity, composition, and structure to support the presence of MSCP covered species where they are known to occur within the Planning Area.

Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pistol Hill Rd
Colossal Cave Rd
10
Colossal Cave Rd
Marsh Station Rd
Wentworth Rd
10
Empirita Rd

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FIGURE 4-2
Vegetation Communities in the Planning Area

Cienega Corridor Planning Area
Roads

Vegetation Communities

- Bedrock/Sparsly Vegetated Channel Bottom
- Burroweed-Mesquite Association
- Channel - Minus
- Channel - Plus
- Creosote Association
- Creosote-Mariola Association
- Creosote-Mixed Scrub Association
- Interior Southwest Riparian Deciduous Woodland
- Mixed Grass-Mixed Scrub Association
- Ocotillo-Mixed Scrub Association
- Pasture Grazing/Agricultural Fields
- Velvet Mesquite Association
- Velvet Mesquite Association-Low Density
- Velvet Mesquite-Mixed Deciduous Tree Association
- Velvet Mesquite-Mixed Scrub Association

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4.4.2 Desired Future Conditions (DFC)

Aquatic/Riparian

VE-DFC-1: *Riparian plant community health*: The extent of cottonwood and willow forests along Cienega Creek and Posta Quemada Wash are maintained at level within 20% of the baseline 2015 aerial imagery analysis (see Figure 4-2) for covered bats and other species.

VE-DFC-2: *Riparian plant community health*: The extent of mesquite forest canopy cover is maintained within 20% of the baseline 2015 aerial imagery analysis, in most places in the Planning Area with only minimal loss due to fire or bank erosion (see Figure 4-2).

VE-DFC-3: *Non-native plant species presence*: There is no evidence of recruitment of new tamarisk (*Tamarisk* sp.) or giant reed (*Arundo donax*) patches in the Planning Area as detected during quarterly wet-dry mapping efforts or other staff observations. If new infestations are detected, they are removed quickly.

VE-DFC-4: *Non-native plant species presence*: Non-native grass species are not dominant in either sandy wash or sandy loam deep ecological sites within the Planning Area, and at specified monitoring sites in the surrounding Cienega Watershed.

Uplands

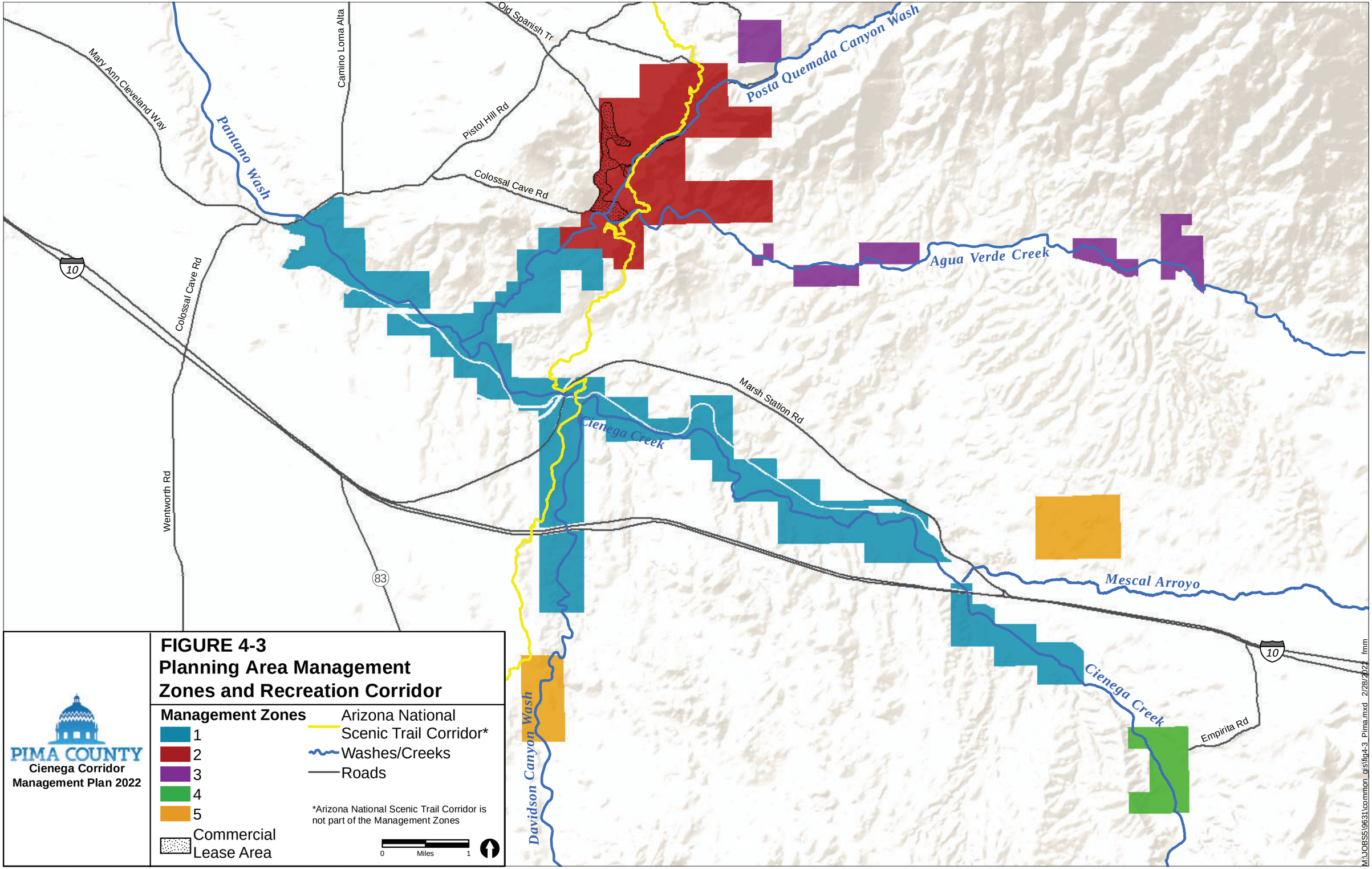
VE-DFC-5: *Native plant cover*: Plant cover in long-term soil-and-vegetation monitoring plots in the vicinity of the Planning Area is at or greater than plot baseline, measured every five years.

VE-DFC-6: *Native plant cover*: Vegetation in watershed is maintained consistent with reference areas for major ecological sites / meets County rangeland health standards.

VE-DFC-7: *Non-native plant cover*: The relative percent of non-native plants in long-term soil-and-vegetation is stable or has declined relative to plot baseline, measured every five years.

4.4.3 Policies and Procedures

- The introduction of non-native plant species shall be prohibited.
- To the extent feasible, noxious, non-native plant species that threaten to displace native plant species shall be monitored and, if feasible, controlled or removed from the Preserve.
- Livestock grazing is prohibited within Management Zones 1-3 unless livestock are being used as a treatment tool under an approved treatment plan (Figure 4-3).
- Livestock grazing within Management Zone 4 (see Figure 4-3) shall be limited to areas around the Headquarters Tract as approved by the District in the stewardship agreement.
- Areas of the Preserve previously cleared for agricultural crop production will be revegetated with native vegetation, where feasible.
- All areas disturbed by the construction of entrances or other facilities shall be revegetated, where feasible, utilizing native plant species as identified in Appendix Q of this Plan.



PIMA COUNTY
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FIGURE 4-3
Planning Area Management Zones and Recreation Corridor

Management Zones
- 1
- 2
- 3
- 4
- 5
- Commercial Lease Area

- Arizona National Scenic Trail Corridor*
- Washes/Creeks
- Roads

*Arizona National Scenic Trail Corridor is not part of the Management Zones

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4.4.4 Ongoing Management Actions (MA)

VE-MA-1: Repair and maintain existing perimeter fencing as needed to prevent livestock from entering the Preserve from adjacent properties.

VE-MA-2: Continue to control known infestations of invasive and exotic plants where necessary and as time and resources allow (Tamarisk and Arundo in riparian and buffelgrass in uplands).

VE-MA-3: Maintain cross fencing in Cienega Creek and tributaries at least annually after monsoons to prevent livestock from moving through Preserve.

VE-MA-4: Maintain post and cable barriers to OHV travel within Cienega Creek and tributaries; at least annually after flood events or when vandalized.

4.4.5 New Management Actions (MA)

VE-MA-5: PAG or other LiDAR (Light Detection and Ranging): When funding is available for collection of high-resolution LiDAR and analysis, use LiDAR to quantify changes in plant community structure from previous baseline, or explore new baseline from the other imagery and monitor as new imagery is available.

VE-MA-6: Explore transplanting Huachuca water umbel (*Lilaeopsis schaffneriana* var*. recurve*) grown at the Pima County Native Plant Nursery into the Preserve (within historic range).

VE-MA-7: Develop an adaptive strategy for treating new occurrences of invasive species.

VE-MA-8: Fence Agua Verde riparian area using cattle-proof, 4-strand wildlife friendly fence (approximately 15,660 linear feet). Repair existing fence.

VE-MA-9: Rebuild priority perimeter fencing as needed to prevent livestock from entering the Preserve from adjacent properties (5CIECK).

VE-MA-10: Evaluate areas of the Preserve previously cleared for agricultural crop production for the need and feasibility of revegetation with native vegetation. This includes Pantano Jungle and the southern pastures (A & B) at Empirita Ranch.

VE-MA-11: Finer-scale vegetation assemblage mapping for areas within the Planning Area not already addressed (Preserve, Agua Verde parcels).

4.4.6 Monitoring (MON)

VE-MON-1: Uplands vegetation and soils trend and condition: Permanent monitoring plots/transects upstream in the Cienega Watershed above the Planning Area (J Six Ranch, Bar V Ranch, Sands/Clyne Ranches, Bureau of Land Management [BLM] Las Cienegas NCA), each plot read every two to five years as appropriate.

VE-MON-2: Rangeland Health Assessments: Permanent monitoring transects upstream in the Cienega Watershed above the Planning Area (J Six Ranch, Bar V Ranch, Sands/Clyne, BLM Las Cienegas NCA), performed at minimum every 10 years.

VE-MON-3: Photo monitoring of changes in vegetation over time at established photo points (conducted by PAG during perennial stream mapping events).

VE-MON-4: Continued monitoring of public use impacts to vegetation and remediate as necessary.

VE-MON-5: Continued identification and monitoring of invasive exotic plant species within the Preserve quarterly during wet-dry mapping efforts.

VE-MON-6: Landscape Pattern Monitoring: Occurs County-wide; landscape-level change including changes in percent cover and distribution of dominant plant communities checked every five years or when data is available.

4.5 Caves and Bats (CB)

4.5.1 Management Objectives (MO)

CB-MO-1: Maintain condition and integrity of known cave and hard rock mine features with known current or historic bat occupancy.

CB-MO-2: Maintain, where feasible, condition and integrity of ephemeral soil piping features with known historic bat occupancy.

4.5.2 Desired Future Conditions (DFC)

CB-DFC-1: Natural caves and mine features used by bats during the baseline are still in a natural state and minimal intrusions or destructive activities have occurred based on regular site inspections.

CB-DFC-2: Stabilized ephemeral soil piping features within the Preserve are intact and continue to provide suitable habitat based on regular site inspections.

4.5.3 Policies and Procedures

- Location of known cave and mine features within the Planning Area will not be made public.
- Cave and hard rock mine features will be closed/gated as deemed appropriate for human safety and to protect bats.

4.5.4 Ongoing Management Actions (MA)

CB-MA-1: Continue to limit direct recreational access to areas and features used by bats by seasonally closing specific areas of Colossal Cave and other features to public access when bats are present at maternity roosts or roosting in significant numbers. Work with tour operators, researchers, and partners to determine seasonal closures and the addition of gates where feasible and necessary.

CB-MA-2: Ongoing feature maintenance and stabilization of inhabited soil piping features within the Preserve and cave and mine features within Colossal Cave Mountain Park.

4.5.5 New Management Actions (MA)

CB-MA-3: Evaluate any new cave features or newly located abandoned mines as they are identified for bat use and protect area, if possible, from public access through gating, fencing, and/or signing.

4.5.6 Monitoring (MON)

CB-MON-1: Ecological Monitoring Program bat monitoring element: All known features inventoried within Planning Area in 2020. Specific features will be re-monitored every three years.

4.6 Terrestrial Wildlife (TW)

4.6.1 Management Objectives (MO)

TW-MO-1: Maintain or enhance:

- Occupancy of the following terrestrial MCSP covered species: western yellow-billed cuckoo (*Coccyzus americanus*), Arizona Bell's vireo (*Vireo bellii arizonae*), Abert's towhee (*Melozone aberti*), Sonoran desert tortoise (*Gopherus morafkai*), northern Mexican gartersnake (*Thamnophis eques megalops*), desert box turtle (*Terrapene ornata luteola*), and talussnail species (*Sonorella* spp.), within the Planning Area.
- Habitat condition/structure for continued occupancy of MSCP covered species listed above.

TW-MO-2: Establish protected connectivity among all parcels within Planning Area, primarily along Agua Verde Creek, to allow for localized wildlife movement (Figure 4-4).

TW-MO-3: Maintain access and large-scale connectivity for the Planning Area to serve as a linkage between the Rincon and Santa Rita Mountains (see Figure 4-4). This includes connections underneath I-10 and to adjacent County managed ranch lands to the south of the Planning Area (Bar V Ranch).

4.6.2 Desired Future Conditions (DFC)

TW-DFC-1: *MSCP Covered Species presence:* Occupancy of western yellow-billed cuckoo (*Coccyzus americanus*) is maintained within the Preserve, as based on triennial species monitoring efforts.

TW-DFC-2: *Wildlife movement corridors*: Terrestrial wildlife habitat condition is maintained within 75 percent of the Beier wildlife linkage areas (Beier et al. 2007; see Figure 4-4) and all linkages are still viable as measured on MSCP landscape-pattern change monitoring efforts.

4.6.3 Policies and Procedures

- The introduction of non-native wildlife species shall be prohibited.
- Pets and other domestic animals shall be prohibited on-site except for those appropriately restrained by leashes or cages.
- Public use of portions of the Preserve may be restricted on a temporary basis, if necessary, to protect habitat of native wildlife species.
- Hunting on-site shall be in accordance with the rules published annually by the AZGFD.

4.6.4 Ongoing Management Actions (MA)

TW-MA-1: Support efforts to increase knowledge about terrestrial wildlife and their habitats through the issuance of ROE permits or Facility Impact Permits (FIP) for scientific research projects and environmental education activities. The ROEs and FIPs for research projects will continue to require annual submission of study reports to be submitted to NRPR, OSC, and the District.

TW-MA-2: Record incidental observations of non-native animal species such as pigs, goats, and trespass cattle, and where necessary and appropriate, take measures to control or remove such species.

TW-MA-3: Coordinate with non-governmental conservation organizations (e.g., Tucson Audubon Society) to establish and implement breeding bird surveys as appropriate.

TW-MA-4: Coordinate with the Arizona State Land Department and other adjacent landowners to remove potential threats and stressors to native terrestrial wildlife within the Preserve.

Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pantano Wash
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
10
Colossal Cave Rd
Strand 1
Strand 2
Marsh Station Rd
Strand 3
Strand 4
Wentworth Rd
Mescal Arroyo
10
Cienega Creek
Empirita Rd
Davidson Canyon Wash
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PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 4-4
Wildlife Linkage in the Planning Area

- Cienega Corridor Planning Area
- Wildlife Linkage Corridors*
- Pima County Fee Simple Lands
- Bureau of Land Management
- Bureau of Reclamation
- Arizona State Trust Lands
- US Forest Service
- Washes/Creeks
- Roads

*Beier et al. 2007

0 Miles 1

TW-MA-5: Support the Maeveen Marie Behan Conservation Lands System (CLS) Guidelines in staff reviews of discretionary development. CLS review occurs as projects arise.

TW-MA-6: Support educational efforts in local school districts and/or at Bar V Ranch regarding the needs of native terrestrial and aquatic wildlife and ongoing threats to the species and their habitats, including the threat of non-native, invasive aquatic, and terrestrial organisms.

TW-MA-7: Request patrols from the Pima County Sheriff's Office to enforce County park rules, including leash laws and Preserve regulations related to domestic animals.

TW-MA-8: Utilize current permit reservation webpage as a way for visitors and neighboring residents to report non-emergency prohibited activities within the Preserve.

4.6.5 New Management Actions (MA)

TW-MA-9: Work with local and state-wide non-governmental organizations, ADOT, AZGFD and others to elevate the priority of wildlife linkages (wildlife linkage strands 1, 2, and 3 as described by Beier et al. (2007) and shown in Figure 4-4). Coordinate timing with County strategy for obtaining Land and Water Conservation Funds and any agency initiatives that arise.

TW-MA-10: Work with these (listed in TW-MA-9) and other partners, to rectify conditions at several existing livestock culverts (underpasses) in Beier et al. (2007) linkages (strands) 1 and 3, and near linkage (strand) 2 for improved wildlife movement (see Figure 4-4) as funding allows. Act as soon as possible to take advantage of Regional Transportation Authority funds.

TW-MA-11: Encourage partner organizations to work with rural land owners north of Interstate 10 to maintain permeability across the landscape. Timing will be as driven by partner organizations.

TW-MA-12: Promote research of MSCP covered terrestrial and aquatic species through partnerships and collaboration, including of Merriam's mesquite mouse (*Peromyscus merriami*) and talussnail species, native fish and frogs, and invertebrate species within the Planning Area through issuance of research ROEs and support letters.

TW-MA-13: Seek to conserve additional Arizona State Trust Lands within Beier linkages (strands) 1, 2 and 3 (see Figure 4-4) through fee land acquisition as funding allows, and by continued operation of Bar V Ranch. Timing will be as driven by partner organizations and funding.

4.6.6 Monitoring (MON)

TW-MON-1: Ecological Monitoring Program for the western yellow-billed cuckoo (*Coccyzus americanus)* and southwestern willow flycatcher (*Empidonax traillii extimus*): monitoring occurs within perennial reaches of the Preserve; every three years.

TW-MON-2: Wildlife camera monitoring: Within District Agua Verde parcels: ongoing, checked twice annually.

TW-MON-3: Quarterly wet-dry mapping with PAG, incidental species observations: Occurs within the perennial reach of the Preserve; four times per year.

TW-MON-4: Incidental wildlife observations by County staff: Occurs throughout Planning Area; opportunistic during all other monitoring efforts.

TW-MON-5: Support partnership efforts to maintain wildlife cameras under I-10 in Cienega Creek, Davidson Canyon and other passages through issuance of ROEs and letters of support.

TW-MON-6: Support post-project monitoring of improvements to I-10 crossings.

4.7 Cultural Resources and Heritage (CH)

4.7.1 Management Objectives (MO)

CH-MO-1: Maintain protection of cultural resources and preservation of heritage.

CH-MO-2: Promote stewardship and appreciation for cultural resources.

4.7.2 Desired Future Conditions (DFC)

CH-DFC-1: Maintain the following:

a. Maintain site integrity of cultural and archaeological sites - Maintain less than 5% change in site integrity for archaeological sites, which include SDCP priority sites.

b. Maintain site integrity at historic sites with aboveground buildings and features that are both either standing structures or partial remnants of historic buildings or features.

c. Maintain site integrity at landscape scale - Maintain less than 10% change in site integrity, relative to 2019 baseline across all inventoried cultural sites. Scoring is based on a 1-4 scale related to the standard qualitative ratings of poor/fair/good/very good.

d. Maintain site integrity from anthropogenic effects - Minimal to no evidence of anthropogenic vandalism or looting of known cultural sites or objects. Focus on sites that have known history of anthropogenic disturbances or those that are located near commonly used trails and roads.

e. Maintain site integrity from environmental effects - There is a range of variability expected in natural environmental impacts over time. Focus on archaeological sites that have a known history of erosion issues that may be considered extreme and outside the range of natural variability.

Definitions: Whereas *archaeological site* can be defined as a location containing the physical evidence of past human behavior (National Register Bulletin No. 36, National Park Service 2000) and *site integrity* can be defined as the ability of the property to convey significance through physical features and context (National Register Bulletin No. 15, National Park Service 1995).

CH-DFC-2: Heritage connections: Increase public awareness and enhance opportunities for heritage connections, and thereby demonstrate the benefits to the public of retaining and protecting these resources from looting, vandalism, and physical destruction of cultural resources.

CH-DFC-3: Tribal Heritage connections: Develop new opportunities for increasing tribal involvement in cultural resource conservation, preservation, and education.

4.7.3 Policies and Procedures

- Visiting cultural resources within the Preserve shall be limited to County staff, Site Stewards, permitted archaeologists and consultants, members of tribes, and researchers associated with an accredited organization. Permits for entry and notifications are through NRPR and the District.
- Board of Supervisors Policy and Authorities: Pima County Board of Supervisors Resolution 1983-104; Pima County Board of Supervisors Policy C3.17 (2008); Restricted Covenants (Arizona Land & Water Trust); Arizona burial protection law § 41-844; For Federal projects the National Historic Preservation Act, Section 106 (1966) applies.
- Protection of archaeological site locations: Disclosure of the locations of historic properties to the public may be in violation of both Federal and state laws. Applicable Federal laws include, but may not be limited to, National Historic Preservation Act Section 304 (16 U.S.C. 470w-3) and the Archaeological Resources Protection Act (16 U.S.C.§470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

- In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws ARS 41-865 and ARS 41-844 require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

4.7.4 Ongoing Management Actions (MA)

CH-MA-1: County working with Site Stewards (Arizona State Parks Site Stewards Program) who monitor sites on a systematic schedule and site rotation with formal reporting procedures.

CH-MA-2: Sporadic collaboration with a (limited) group of organizations, agencies, and research professionals (e.g., Vail Preservation Society, Las Cienegas National Conservation Area (LCNCA) Heritage Technical Team, Old Pueblo Archaeology Center student surveys).

CH-MA-3: Professional archaeological inventory and research for the improvement of cultural resources management in the properties, efforts (current and over the past 2 years) contracted by the County.

CH-MA-4: Acquisition of grants to supplement County efforts towards improved management of cultural resources (Arizona State Parks Certified Local Governments Pass Through Grant two years in a row).

CH-MA-5: Coordination and notification (and including voluntary consultation) on management actions including results of surveys to Tribes, principally the Tohono O'odham Nation and the Four Southern Tribes.

4.7.5 New Management Actions (MA)

CH-MA-6: Improve and enhance the Site Steward presence through volunteer work and oversight.

CH-MA-7: Present management and research activities to the Four Southern Tribes on a yearly basis.

CH-MA-8: Consider establishing a Memorandum of Understanding and permit system with Tribal Nations, as requested, to permit traditional harvesting of natural foods and certain plant materials in Colossal Cave Mountain Park.

4.7.6 Monitoring (MON)

CH-MON-1: Site Steward monitoring of all known archaeological and historic sites that have been identified on the surface of the landscape, including SDCP Priority Cultural Resources. Monitor using approved interagency forms, occurs on a weekly basis throughout most of the year and a monthly basis during the summer months. Additional site visits are added to the schedule during the two weeks leading up the Gem Show.

- Monitoring forms were created by the (inter-agency) LCNCA Heritage Technical Team.
- Submit formal reports to Arizona State Parks (database) and County Cultural Resources contact for Site Stewards.
- Coordinate Site Steward training and certification through Arizona State Parks.

4.8 Visual Resources (VR)

4.8.1 Management Objectives (MO)

VR-MO-1: Consider and maintain unimpaired the views of prominent natural and historic features from designated viewpoints within the Planning Area when new development is proposed, or if beyond the discretion of the manager, an attempt is made to reduce the impact.

4.8.2 Desired Future Conditions (DFC)

VR-DFC-1: The public is able to continue safely viewing the high railroad trestle bridge and historic Marsh Station Road bridge (Three Bridges) from the parking area at Cienega Creek over time, without trespassing on private property (Figure 4-5).

VR-DFC-2: The largely natural character of the viewsheds along the Arizona Trail to the Planning Area properties are maintained.

VR-DFC-3: The largely natural character of the viewsheds from the Colossal Cave Mountain Park entry road and patio and Posta Quemada Ranch is maintained (see Figure 4-5).

VR-DFC-4: The public is able to continue safely viewing the historic railroad water tank from the County property at Pantano Townsite, without trespassing on private property (see Figure 4-5).

VR-DFC-5: Views of designated protected peaks, such as Pistol Hill, from Colossal Cave Mountain Park entry road and patio are not degraded.

VR-DFC-6: The scenic views from I-10 and within the ADOT easement in Davidson Canyon are retained (see Figure 4-5).

VR-DFC-7: Bird and bat use of the Planning Area is unimpaired by nighttime lighting (Appendix R).

4.8.3 Policies and Procedures

- The visual character of vegetation, landforms, water, and other historic and natural features shall be protected through reviews of proposed projects.
- New facilities constructed within the Planning Area properties shall be designed to minimize visual impact when viewed from on-site and offsite vantage points, particularly to bats and birds, as outlined in Appendix R.
- Protection of significant view corridors along the Arizona Trail shall be given consideration when assessing potential land acquisitions and development proposals.

4.8.4 Ongoing Management Actions (MA)

VR-MA-1: Evaluate needs for revegetation of disturbed areas as needed to achieve Desired Future Conditions.

VR-MA-2: Review of all development plans and rezoning applications for projects proposed in areas surrounding the Planning Area properties. Reviews identify visual impacts and seek avoidance, minimization, and mitigation of impairments to Desired Future Conditions.

VR-MA-3: Systematic cleanup of graffiti and effects of vandalism that are visible.

Colossal Cave Mountain Park Entry Road
Colossal Cave Patio
Pistol Hill
Posta Quemada Ranch
Durham Castle
Three Bridges
Pantano Townsite
Posta Quemada Canyon Wash
Agua Verde Creek
Cienega Creek
Mescal Arroyo
Davidson Canyon Wash
Pantano Wash
Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pistol Hill Rd
Colossal Cave Rd
Marsh Station Rd
Empirita Rd
Wentworth Rd
10
83

FIGURE 4-5
Viewpoints of Prominent Natural and Historical Features in the Planning Area

- Cienega Corridor Planning Area
- Commercial Lease Area
- ADOT Scenic Easement
- Restricted Peaks and Ridges
- Viewpoints
- Arizona National Scenic Trail Corridor
- Washes/Creeks
- Roads

0 Miles 1

PIMA COUNTY
Cienega Corridor Management Plan 2022

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4.8.5 New Management Actions (MA)

VR-MA-4: Avoid, minimize, and mitigate visual impacts of new or modified utilities by ensuring the review of plans for potential impacts on visual, cultural, and natural resources.

VR-MA-5: Mitigate impacts to visual resources by requiring revegetation and erosion control measures recommended.

VR-MA-6: Discuss Durham Trust acquisition (or conservation easement) with Trust for Public Land (Parcel 306-01-011A along the Agua Verde).

VR-MA-7: Sign the tank at the Pantano Townsite as private property and encourage Union Pacific Railroad to protect it (see also Cultural Resources/Heritage Section 4.7).

VR-MA-8: Review of development proposals/applications, including utility plans (see Cultural Resources/Heritage Section 4.7) for visual impacts.

VR-MA-9: Communicate notable features of the viewshed from the Arizona Trail or Colossal Cave Mountain Park via signage, programs, or online media.

VR-MA-10: Work with willing sellers and buyers to establish a conservation easement for the Durham Living Trust “castle on the peak”.

VR-MA-11: Impose restrictive covenants on new open-space acquisitions to protect visual resources.

VR-MA-12: Minimize the impacts to cultural resources through avoidance and preservation if needed and mitigate impacts to natural resources by requiring revegetation and erosion control measures recommended.

4.8.6 Monitoring (MON)

VR-MON-1: Establish and periodically analyze change as detected from photographs from designated viewpoints within Colossal Cave Mountain Park and the Preserve.

5.0 Public Use/Recreation Management (PU)

5.1 Management Objective (MO)

PU-MO-1: The Planning Area will be managed with the objective of accommodating public use to the degree that such use will not result in degradation of the natural, cultural, or scenic resources of the area. Public use within the Planning Area is guided by Management Zones, which are described below.

5.2 Management Zones

Management Zones represent discrete portions of the Planning Area where the approach to recreational management, including amounts and types of use, are similar, as shown in Figure 4-3. The Planning Area is divided into five proposed management zones. Management Zones 1 and 4 were previously identified as Management Zones A and B in the 1994 Preserve management plan; however, the boundaries of those zones differed slightly relative to the current plan. Management Zones 2, 3, and 5 were not included in the 1994 plan.

5.2.1 Management Zone 1 – Cienega Creek Natural Preserve

Management Zone 1 includes all Cienega Creek Natural Preserve parcels (exclusive of the Headquarters Tract), Davidson Canyon fee parcels on Bar V Ranch, and five Agua Verde Creek parcels northeast of the Preserve (Figure 5-1). Within Management Zone 1, a recreational permit is required, consistent with the Board-adopted management policies and conditions, covenants and restrictions that run with the land. The Davidson Canyon tract of Bar V Ranch is joined to Management Zone 1 as much of the permitted recreational use comes from the north. Additionally, several Agua Verde Creek parcels located southwest of Colossal Cave Mountain Park are included, as recreational patterns are more similar to and primary access points are from the Preserve. Recreational uses throughout the area are managed by NRPR, with certain other permitted uses regulated by the District.

The main access points to Zone 1 are the Gabe Zimmerman/Davidson Canyon Trailhead and Three Bridges pullout, both accessed from Marsh Station Road. This Zone can also be accessed from the small La Cienega Trailhead off Colossal Cave Road; however, this access point is significantly less used. The majority of visitors hike up to several miles either up or downstream along Cienega Creek from the Davidson Canyon confluence, while much of the rest of this Zone receives little to no visitation. The La Cienega Trailhead provides access to a dispersed, natural surface trail that follows the path of the Cienega Creek channel itself. There is a former roadway along the first terrace, south of the creek, but this road is washed out by tributaries and the main stem in several areas, making it unfit for use as a developed trail due to constant maintenance costs. As the main access points to Zone 1 are through the Preserve, all visitors will be required to obtain an online permit from NRPR before entering the Preserve except for the use of the overlook area located at the Three Bridges Entry, which will be excluded from this requirement.

5.2.2 Management Zone 2 – Colossal Cave Mountain Park

Management Zone 2 consists of all Colossal Cave Mountain Park parcels, and two Agua Verde Creek parcels southwest of Colossal Cave Mountain Park (Figure 5-2). Colossal Cave Mountain Park is open to visitation without a permit, although until recently it was regulated by the lessee. The lessee is currently only responsible for the cave attractions and historic Posta Quemada Ranch. The manager of the lease area has specific responsibilities outlined in the commercial lease agreement; however, the higher level management strategies applicable to Colossal Cave Mountain Park, including recreation zones, are addressed in this Plan. The two Agua Verde Creek parcels are included in Zone 2 as visitation primarily generates from and primary access points are located within Colossal Cave Mountain Park.

La Cienega Trailhead

Arizona Trail Hiking and Mountain Bike Access

Colossal Cave Mountain Park Equestrian Trailhead

McKenzie Ranch Trails Park

Three Bridges Overlook

Gabe Zimmerman/Davidson Canyon

Pantano Wash

PISTOL HILL RD

COLOSSAL CAVE RD

MARSH STATION RD

Agua Verde Creek

Cienega Creek

Davidson Canyon

Mescal Arroyo

10

NOTE: All visitors will be required to obtain a permit from NRPR before entering the Preserve except for the use of the overlook area located at the Three Bridges Entry

FIGURE 5-1
Management Zone 1: Cienega Creek Natural Preserve

- Cienega Corridor Planning Area
- Commercial Lease Area
- Parcel Boundaries

Management Zones

- 1
- 2
- 3
- 5

- Trailheads
- Pullouts
- Arizona National Scenic Trail Corridor*
- Existing Pima County Trails
- Washes/Creeks
- Roads

*Arizona National Scenic Trail Corridor is not part of the Management Zones

0 Miles 1

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Cienega Corridor Management Plan 2022

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PISTOL HILL RD

OLD SPANISH TR

Colossal Cave

Arizona Trail Hiking and
Mountain Bike Access

COLOSSAL CAVE RD

Posta Quemada Ranch

Colossal Cave Mountain
Park Equestrian Trailhead

FIGURE 5-2
Management Zone 2:
Colossal Cave Mountain Park

PIMA COUNTY
Cienega Corridor
Management Plan 2022

- Cienega Corridor Planning Area
- Commercial Lease Area
- Parcel Boundaries

Management Zones

- 1
- 2
- 3
- Trailheads
- Arizona National Scenic Trail Corridor*
- Existing Pima County Trails
- Washes/Creeks
- Roads

*Arizona National Scenic Trail Corridor is not part of the Management Zones

0 Miles 0.5

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Recreational use within Zone 2 is more intense than anywhere else except perhaps the Arizona Trail corridor. A network of recreation trails was constructed recently within this Zone, with access from the Posta Quemada Trailhead, from facilities in the commercially leased area, or via through traffic on the Arizona Trail. These trails are managed by NRPR, in partnership with the lease holder within the commercial leased area.

Pedestrian travel off-trail is allowed within Zone 2; however, off-trail travel appears to be limited due to the existing extensive trail network. Visitation in the north and southeast of Zone 2 outside of the leased area and Arizona Trail corridor is minimal. If commercial lease operations expand in the future, visitation to Zone 2 could increase. A list of authorized trails is shown in Table 5-1.

Table 5-1. Authorized Trails within Management Zone 2

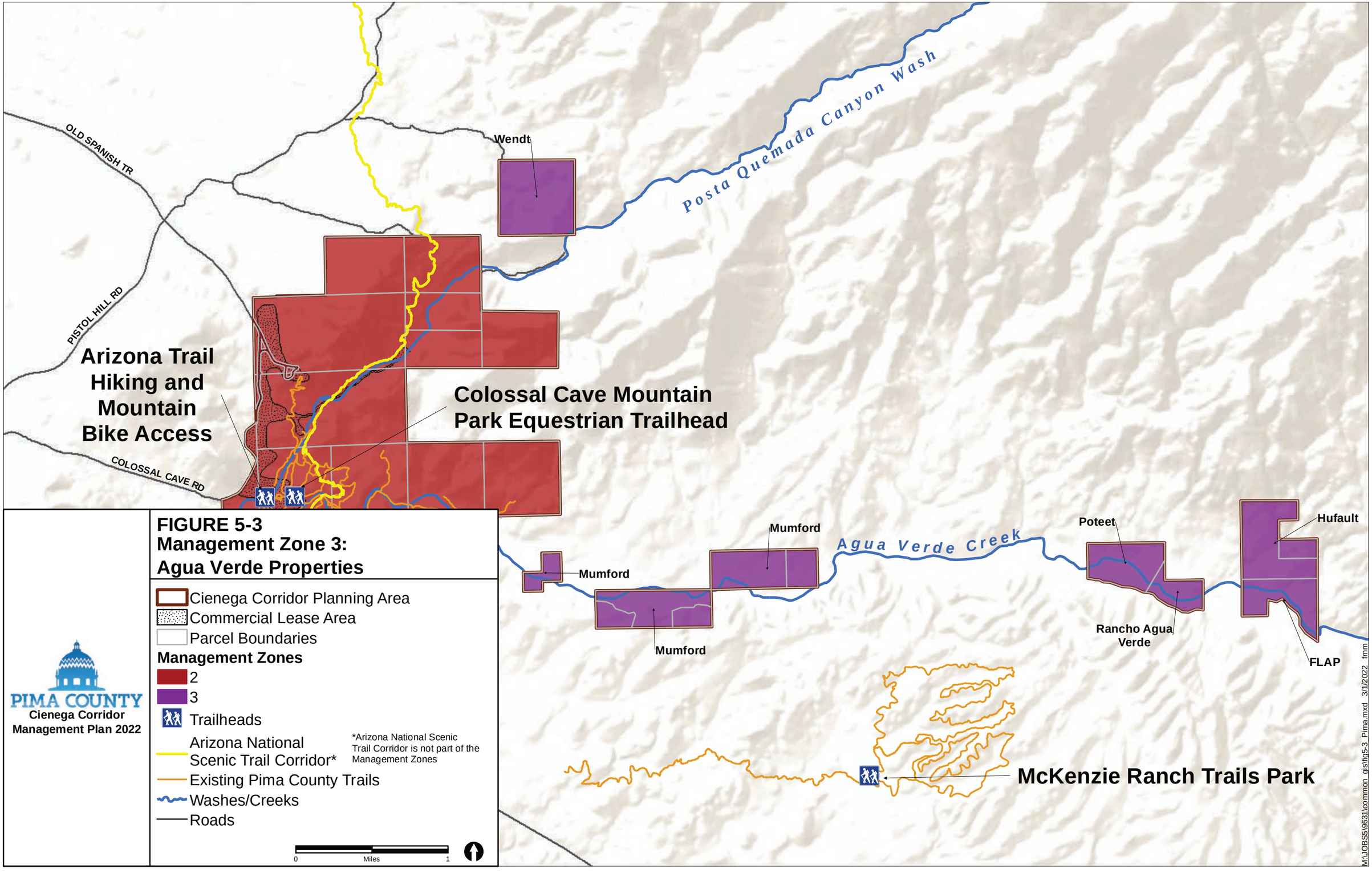
Name	Length (feet)	Length (meters)	Pedestrian	Equestrian	Bike
Arizona Trail Links	1,052.2	320.8	Yes	Yes	Yes
Arizona Trail Spur	1,172.6	357.5	Yes	Yes	Yes
Posta Quemada Ranch Link	3,378.9	1,030.2	Yes	Yes	Yes
Bedrock Mortars Trail	374.7	114.2	Yes	No	Yes
Cliff Wash Trail	4,779.5	1,457.2	Yes	Yes	Yes
Flying Dutchman Trail	8,309.7	2,533.4	Yes	Yes	Yes
El Bosquecito Link Trail	847.4	258.4	Yes	Yes	Yes
Colossal Cave Mountain Park Trail	3,099.1	944.8	Yes	Yes	Yes
Bundrick Trail	3,177.5	968.8	Yes	No	Yes
Ancestor Loop Trail	3,025.9	922.5	Yes	Yes	Yes
Wash Trail	1,878.3	572.7	Yes	Yes	Yes
Colossal Cave Interpretive Loop	668.3	203.8	Yes	No	Yes
Bandits Escape Trail	2,275.9	693.9	Yes	No	Yes
Historic Ranch Road	5,751.6	1,753.5	Yes	Yes	Yes
NOTE: This does not include the Arizona Trail, and portions of these trails also fall within the Colossal Cave Mountain Park commercial leased area.					

5.2.3 Management Zone 3 – Agua Verde East of Colossal Cave Mountain Park

Management Zone 3 consists of a number of isolated parcels along Agua Verde Creek east (upstream) of Colossal Cave Mountain Park, including the Mumford, Wendt, Poteet, Hufault, and Agua Verde FLAP properties (Figure 5-3). There is no direct public access to and are no developed recreational opportunities within Zone 3. Wendt and Mumford are private properties with conservation easements where there is no authority to grant recreational access. The Mumford parcels are accessible via Agua Verde Road; however, they are fenced and signed as closed to public access. The Wendt conservation easement is accessed from Pistol Hill Road but is also signed as closed to public access. The Poteet/Agua Verde Ranch and Hufault/FLAP fee parcels are behind a private, locked gate off Red Hill Ranch Road and currently have no legal public access. However, adjacent private property owners do have access to the parcels and some recent encroachment has occurred. There is no funding or intent to provide public access to FLAP parcels. Regular monitoring and strategic game camera placement can assist in monitoring and potential enforcement of unauthorized uses at these parcels.

5.2.4 Management Zone 4 – Empirita Headquarters Tract

Management Zone 4 consists of the Headquarters Tract portion of the Preserve (Figure 5-4). This parcel is part of the Preserve; however, it has been separated out due to different permitted uses necessitating different management guidance. Intensive livestock use and residential occupancy is accommodated through a caretaker agreement. The County has separate access permit systems for the Preserve and Headquarters Tract. In both cases, permits are free and are generally applied for only via the NRPR website. The Headquarters Tract permit comes with a gate code to access the area, but not the caretaker residential area, which is closed to public access.


OLD SPANISH TR
PISTOL HILL RD
COLOSSAL CAVE RD
Wendt
Posta Quemada Canyon Wash
Arizona Trail Hiking and Mountain Bike Access
Colossal Cave Mountain Park Equestrian Trailhead
Mumford
Mumford
Mumford
Agua Verde Creek
Poteet
Hufault
Rancho Agua Verde
FLAP
McKenzie Ranch Trails Park
PIMA COUNTY
Cienega Corridor Management Plan 2022
FIGURE 5-3
Management Zone 3:
Agua Verde Properties
Cienega Corridor Planning Area
Commercial Lease Area
Parcel Boundaries
Management Zones
2
3
Trailheads
Arizona National Scenic Trail Corridor*
*Arizona National Scenic Trail Corridor is not part of the Management Zones
Existing Pima County Trails
Washes/Creeks
Roads
0
Miles
1
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CIENEGA CREEK

EMPIRITA RD

Headquarters Tract

NOTE: Public Access to Headquarters Tract is via permit only

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Cienega Corridor
Management Plan 2022

FIGURE 5-4
Management Zone 4:
Empirita Ranch Headquarters

- Cienega Corridor Planning Area
- Parcel Boundaries
- UPRR Right-of-Way

Management Zones

- 1
- 4
- Washes/Creeks
- Roads

0 Miles 0.25

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Zone 4 provides an important gateway for hunting access to the Whetstone Mountains and into the surrounding area. Legal access is via permit and goes across BLM-administered land via Empirita Road. Current recreational uses on the tract are very limited; however, similar to the 1994 Preserve Management Plan, the current plan provides guidelines for more intensive potential future development, including a potential equestrian staging and camping facility. Recreational use is managed by NRPR, with other uses being regulated by the District, and gate codes are rotated annually.

5.2.4 Management Zone 5 – Walden Property and Davidson Canyon South

Both the Walden Property and Davidson Canyon South are in Management Zone 5 (Figure 5-5). Davidson Canyon South is a working ranch property used for livestock grazing and ranching. It is part of the Bar V Ranch and associated Ranch Education Program for Pima County 4-H groups and other youth and is managed by County staff. Public access is not restricted to this property. People can drive through the parcel on the main road traversing the property and access the property on foot. A small portion of the Arizona Trail, a non-motorized trail popular with hikers, mountain bikers and horseback riders, cuts across the northwestern corner of this parcel.

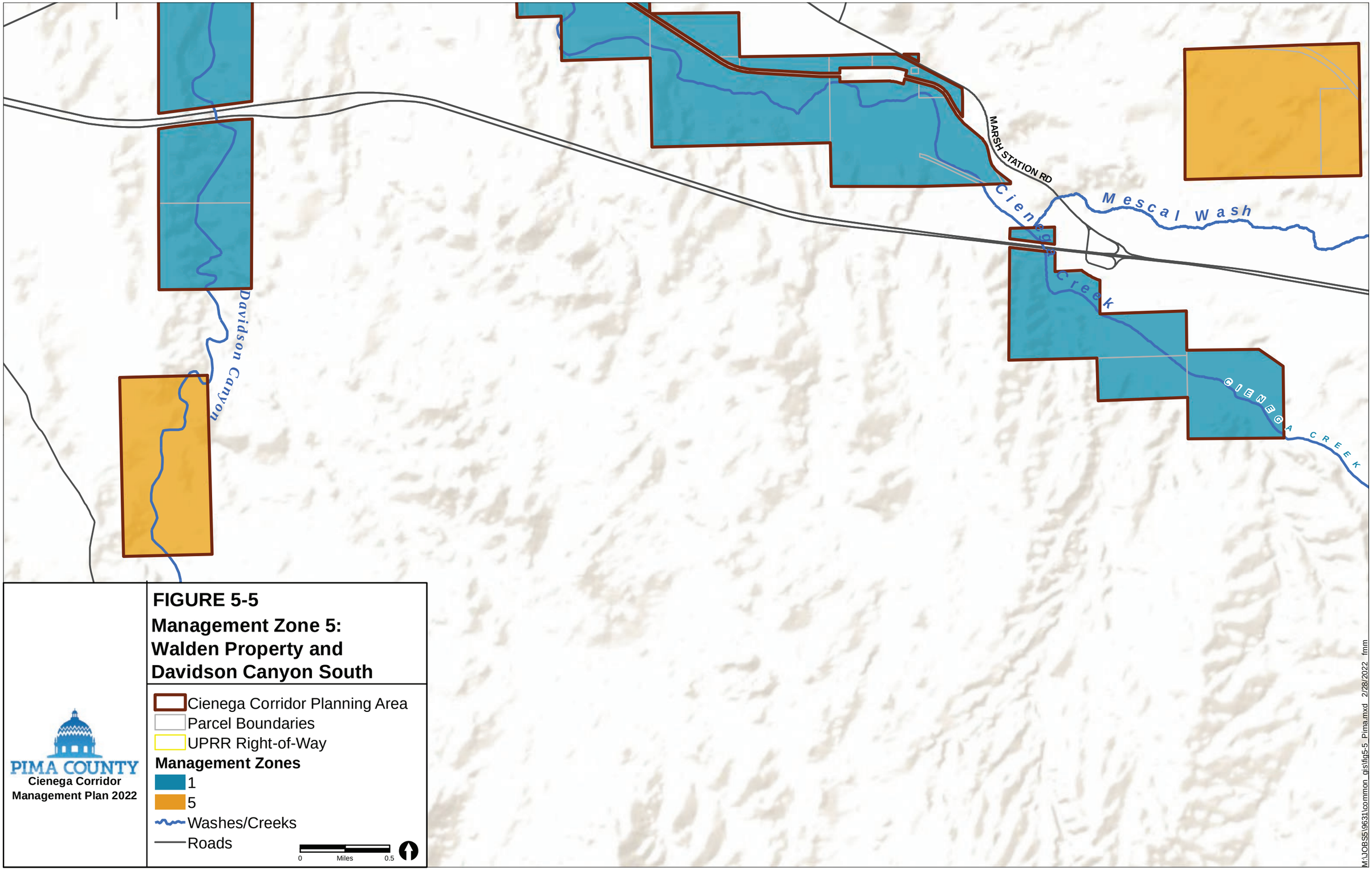
The Walden property was acquired as part of the open space program to secure wildlife movement in the "Missing Link" between the Rincon Mountains and the Cienega basin south of Interstate 10. It is open to public access by foot, however, the property can only be accessed by crossing Arizona State Trust lands. There are no trails or recreational facilities on the property, but the higher portions of the hilltop offer scenic views.

5.3 Arizona National Scenic Trail

This recreational corridor consists of a 5-meter-wide corridor (2.5 meters on either side of the centerline) along the Arizona National Scenic Trail (Arizona Trail) alignment as it runs through the Planning Area. The Arizona Trail is a non-motorized recreation trail running 800 miles across Arizona from Mexico to Utah and passes through Management Zones 1 and 2. Access permits to enter the Preserve are waived for through-users on the Arizona Trail, when those users are merely passing through and staying within the established corridor.

The Arizona Trail is now a locus of intensive use by mountain bikes and trail runners, particularly from the Gabe Zimmerman/Davidson Canyon Trailhead both north and south. Access to the Arizona Trail within or nearby the Planning Area is from four primary trailheads, Gabe Zimmerman/Davidson Canyon Trailhead, Posta Quemada Ranch Trailhead, Pistol Hill Road crossing to the north, or Sahuarita Road crossing to the south. Recreational use on the Arizona Trail within the Planning Area is regulated by NRPR with input from the Arizona Trail Association.

Due to the presence of endangered species in Cienega Creek, the requirement for day-use permits will be reinstated for on-site trail use in the Preserve from the Gabe Zimmerman Trailhead north to the Cienega Creek bottom, unless the user is a through-hiker from points north or south of the Preserve. The requirement for day-use permits is waived for uses of the Arizona Trail from the Gabe Zimmerman Trailhead south.



PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 5-5
Management Zone 5: Walden Property and Davidson Canyon South

- Cienega Corridor Planning Area
- Parcel Boundaries
- UPRR Right-of-Way

Management Zones

- 1
- 5
- Washes/Creeks
- Roads

0 Miles 0.5

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5.4 Public Use Policies, Procedures and Programs

5.4.1 Public Use Policies and Procedures

For the protection of natural resources, the following public use/recreation policies are adopted:

- No recreational access is to be directed into the Bureau of Reclamation (BOR) Rancho del Cielo property without permission from BOR.
- Although the Pima County Master Trails Plan (MTP) proposes the Cienega West surface trail along Cienega Creek extending upstream from the La Cienega Trailhead, this trail will not be constructed as shown in the MTP due to potential impacts to resource priorities. An alternative route is proposed by NRPR on Arizona State Trust Lands south of the railroad to provide non-motorized trail access from Vail to Marsh Station Road.
- New trailheads and trail connections to the Arizona Trail within the Preserve are not allowed.
- Remove all wildcat waste dumps and request Pima County Sheriff's office to patrol key areas and enforce County statutes.
- Continue to enforce park rules in coordination with the Pima County Sheriff's Department.

5.4.2 Public Use Programs

- Collaborate with leaseholder at Colossal Cave Mountain Park to increase/enhance interpretive signage within leased area.
- Extend the County Living River of Words Youth Poetry and Art program at the Preserve.
- Train volunteer Park Ambassadors to engage and inform visitors during events and high use seasons at the Planning Area properties.
- No recreational access is to be provided to Management Zone 3/Agua Verde Properties.

5.4.3 Ongoing Management Actions (MA)

PR-MA-1: Continue to restrict nighttime access to Colossal Cave Mountain Park by closing the entrance gate at night, with the exception of special events or permitted uses (including campgrounds) by leaseholders.

PR-MA-2: Continue existing permit system for access to the Preserve. Maintain campfire and day-use restrictions at Preserve. Enhance outreach utilizing volunteer park ambassadors regarding permit system to ensure higher compliance from on-site users accessing the Creek bottom from Gabe Zimmerman Trailhead.

PR-MA-3: Review alternative trail route on Arizona State Trust Lands south of the Railroad to provide non-motorized trail access from Vail to Marsh Station Road. This will require a ROW from Arizona State Land Department.

PR-MA-4: Continue to remove all wildcat waste dumps.

PR-MA-5: Ensure any stable operation at Colossal Cave Mountain Park is aware of which trails may be used for guided horseback rides within the park and prohibit operator utilizing other trails within Management Zone 2 by prescribing in Special Use Permit (see Figure 5-3).

PR-MA-6: Use the non-emergency NRPR front desk phone number (520-724-5000), the online department feedback form (https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=21602), or the Preserve permit reservation webpage as a means for visitors to report non-emergency prohibited activities within the Planning Area.

5.4.4 New Management Actions (MA)

PR-MA-7: Implement regular schedule of Environmental Education outreach programs and events at the Preserve and Colossal Cave Mountain Park (in partnership with the Colossal Cave leaseholder) for youth and adults to increase visitor knowledge and appreciation about native fish, wildlife, plants, as well as ecosystems and cultural and natural heritage of the area.

5.5 Volunteer Programs

Both the District and NRPR have received offers by individuals and groups who want to volunteer their time and efforts to perform various activities and services on District and NRPR open space lands. Volunteer work, depending on the Management Zone, will be coordinated by the District or NRPR as appropriate and will be utilized to the extent that such services are beneficial to the operation and management of the land.

A new Park Ambassador Program will provide a park presence during times of high visitation to inform visitors about park rules, answer questions, discourage inappropriate actions, and encourage appreciation of the cultural and natural heritage of the Planning Area. The additional park presence would then report back to County staff on types of visitor requested information, provide general feedback on the interactions with visitors, and report any observed impacts on properties.

6.0 Fire Management (FM)

Fire is a natural ecological process in riparian areas, wetlands, and upland vegetation communities of the Planning Area. Fires can benefit native ecological communities in unique ways and may sometimes be necessary for the maintenance of a healthy ecosystem. However, when fueled by hazardous fuels and drought, fire can lead to undesirable effects that degrade or eliminate the conditions that support native species. Importantly, hazardous fuels and drought can also increase the risk of human injury and property damage by creating extreme fire behavior.

The purpose of this chapter is to: (1) identify fire and fuel management goals and objectives that can help promote desired future conditions, and (2) provide a framework to aid decision-making regarding fire suppression tactics and fuel management treatments. Public and firefighter safety considerations are integrated into this Plan.

As in all considerations, implementation of new fire management actions will depend on funding, partnerships, and staffing, which vary over time. A separate Implementation Plan will be prepared in order to identify priorities for activities during the next several years.

Note that fire preparedness plans are separate documents that provide information helpful for staff and fire personnel responding to a fire event. Important background information, maps, and details about fire ecology and management in the Planning Area are found in Appendix S, Fire Management in the Cienega Corridor Planning Area. Notably, the land base for this chapter does not address any private lands, even though the Planning Area includes two conservation easements.

6.1 Fire Management Goals (Goal)

The following fire management goals support broader Planning Area goals outlined in Section 2.1.

FM-Goal-1: Ensure that safety of fire personnel and the public is integrated into all aspects of fire and fuel management.

FM-Goal-2: Continuously develop, adapt, and use a suite of fire and fuel management strategies that can help achieve desired future conditions for priority resources.

FM-Goal-3: Lower the risk of fires and fire regimes that may cause unnecessary damage to natural and cultural resources in the Planning Area, as well as to adjacent properties.

FM-Goal-4: Promote fires and fire regimes that are beneficial to priority resources and MSCP-covered species.

FM-Goal-5: Safeguard to the extent possible the integrity of water resources, sensitive cultural resources, and priority species most vulnerable to direct mortality, both during and after a wildfire. This includes damage caused by wildfire, fire suppression tactics, and post-fire flooding.

FM-Goal-6: Coordinate planning and implementation of fuel management and invasive plant management to ensure maximum benefit of treatment actions.

FM-Goal-7: Use data and information gathered from assessment and monitoring of potentially hazardous fuels to help prioritize treatment efforts and inform future updates to fire management units.

FM-Goal-8: Use data and information gathered from post-fire assessment and monitoring to determine the need for active management and how resources in the Corridor respond to fire.

FM-Goal-9: Post-fire, take action where appropriate and necessary to lessen negative impacts of wildfire and suppression activities on priority resources.

6.2 Fire Management Objectives (MO)

Fire management objectives are listed in Table 6-1 along with the fire management goals (FMG) they support.

Table 6-1. Fire Management Objectives

Objective Number	Fire Management Objective	FM-Goal
FM-MO-1	Maintain native plant dominance in areas currently dominated by native plants (ongoing).	1,3, 4, 5, 9
FM-MO-2	After a wildfire, maintain native plant dominance in areas that were dominated by native plants pre-fire (ongoing).	1,3, 4, 5, 9
FM-MO-3	Establish and regularly convene a fire and fuels working group (year 1).	1 - 9
FM-MO-4	Develop post-fire assessment, and monitoring procedures and protocols, and be prepared to implement them in the event of a wildfire (within 2 years).	1 - 5, 8, 9
FM-MO-5	Develop and implement hazardous fuel assessment and monitoring procedures and protocols (within 3 years).	1 - 7
FM-MO-6	Use the information provided in the fire preparedness plans for the area of interest and Appendix S (Fire Management) when engaging with fire personnel during wildfire events (ongoing).	1, 3, 4, 5
FM-MO-7	Use the information provided in Appendix S (Fire Management), and generated by the fire and fuels working group to inform management actions (ongoing).	1 - 9

6.3 Desired Future Conditions (DFC)

Fire and fire regimes have an influence on the management of natural and cultural resources in the Planning Area. DFCs for natural and cultural resources (as detailed in Chapter 4) that are influenced by fire regimes, or that could be impacted in the event of a fire in the Planning Area, include, but are not limited to, aquatic, mesic and xeric riparian, and upland plant and animal communities, site integrity of cultural resources, and impacts to visual resources. The linkages between DFCs and fire and fire regimes should be considered in hazardous fuels assessment and monitoring, and post-fire assessment and monitoring.

6.4 Policies and Procedures

- Park Rules and County statutes prohibit the discharge of firearms and the use of fireworks.
- Campfires and overnight stays are prohibited in all areas except official campgrounds, where campfires may or may not be allowed depending on fire danger and other conditions.
- Provide to all onsite stewards and update annually the names and phone numbers of agencies and individuals to contact to report the occurrence of wildfires in or near the Planning Area. Stewards will be encouraged to sign up and use the County's emergency notification system (https://member.everbridge.net/453003085614483/login).
- In the event of a wildfire, the County Office of Emergency Management (OEM) will utilize the "Ready, Set, Go!" evacuation program from the Arizona Emergency Information Network (https://ein.az.gov/ready-set-go).
- Except in rare circumstances, wildfires will be managed using full suppression regardless of ignition source.
- The use of fire retardants will be avoided within 300 feet of water resources including perennial and intermittent streams, and springs (see Appendix S for stream avoidance zone and see Figure 4-1 for locations of perennial stream reaches).
- During and after a wildfire, NRPR will coordinate with OEM and as appropriate, other agency fire managers to assess the need for closures of trails, roads, parking lots, and other areas to protect

public safety. Where trails traverse multiple jurisdictions, trail closures will be coordinated with the relevant entities.

- In response to a fire incident or post-fire impacts, NRPR and the District may restrict public access to areas temporarily to protect priority resources from additional disturbance.
- NRPR or the District may implement fuel treatments using manual (including targeted grazing by cattle, sheep, or goats), mechanical, and chemical means, or any combination thereof, so long as projects are planned and executed in a way that avoids or minimizes harm to covered species and priority resources. These same treatment tools may be used to create and maintain fuel breaks.
- Prior to any targeted grazing, a Prescribed Grazing Treatment Plan will be developed and subsequently approved by the District in cooperation with NRPR. The treatment plan must provide details on existing fuels, fuels to be targeted, objectives for utilization, grazing practices that will be implemented, water sources, potential adverse impacts of grazing treatments, monitoring, roles, and responsibilities.
- Prior to any prescribed burn, the County and collaborating agencies will prepare a Prescribed Burn Plan and will circulate the plan to local fire districts, area landowners and other resource management agencies for review and comment. No prescribed burn shall be initiated without the concurrence of the District. Other agencies that may need to be included in concurrence, depending on location of the prescribed burn, are the USFWS, Arizona State Land Department, AZGFD, Pima County Department of Environmental Quality, Office of Emergency Management, and the BLM.
- No herbicides will be used for fuel treatments at or near aquatic resources unless they are approved for use in aquatic ecosystems and established as safe for fish, frogs, and snakes.
- Large snags (i.e., standing dead trees) in the riparian gallery forest will be allowed to remain standing following fire (rather than be cut down) so long as they do not present a safety hazard. This is due to their value as habitat for a variety of wildlife, including bats and birds.
- The County will disseminate updated plans to all relevant departments and external agencies in a timely manner.

6.5 Monitoring

6.5.1 Hazardous fuels monitoring

The County will develop a process for periodic assessment and documentation of hazardous fuels, and implement it prior to each revision of the Fire Management Plan. Hazardous fuels are those that, if burned in a wildfire, the fire or subsequent effects would likely pose a significant threat to human safety, property, resource priorities, nested priorities, covered species, or their habitats. To successfully identify hazardous fuels and develop an appropriate management response, documentation about where these fuels occur, and the level of fuel loading, is needed. An initial assessment of hazardous fuels in each fire management unit is included in Appendix S (Fire Management), but it is not comprehensive. NRPR is responsible for monitoring hazardous fuels.

The goal of hazardous fuels assessment and documentation is to provide the means for identifying before a wildfire event where there are likely resources at risk, areas needing or well-suited for fire breaks (which may be created proactively or during a fire event), and where fuel treatments are warranted to protect values at risk. Importantly, conveying this information to fire personnel responding to a wildfire can improve their ability to operate safely and effectively. Therefore, mapping or otherwise documenting areas of known hazardous fuels is an important component of fire and fuels management.

Hazardous fuels may include:

1. Invasive plants that create continuous high fuel loads that could carry fire into or through areas of high value or concern (invasive grasses such as buffelgrass [*Cenchrus ciliaris*] and riparian invasive trees such as tamarisk [*Tamarisk* spp.]).
2. Invasive plants that easily carry fire from where it is burning on the ground into higher canopy layers of riparian vegetation (ladder fuels; tamarisk and potentially invasive grasses).
3. Invasive plant infestations that increase fire intensity and severity (tamarisk and invasive grasses).
4. Large and/or dense patches of standing dead vegetation (tamarisk affected by tamarisk beetles [*Diorhabda* spp.], declining mesquite [*Prosopis* spp.] bosques, dead/dying cottonwood [*Populus* fremontii] and willow [*Salix gooddingii*] trees).
5. High fuel loading from dead and down woody debris (commonly observed in mesquite bosques in some parts of the Planning Area; can occur in riparian woodlands).

Although these represent the types of hazardous fuel that may occur in the Planning Area, new sources of hazardous fuels may be identified in the future.

6.5.2 Fire Breaks and Monitoring

Potential fire breaks are mapped and described in Appendix S (Fire Management). These fire breaks follow along existing features on the landscape, including trails, dirt roads, and pipeline roads. To ensure the utility of these areas as fire breaks, regular monitoring is needed to determine if maintenance is required. Because vegetation differs across the Planning Area, the monitoring interval for each fire break may vary from 1-3 years, with shorter intervals where grasses and herbaceous species are prevalent and longer intervals in shrublands where effects of vegetation treatments may be longer-lasting. Staff implementing the monitoring will collect geospatial data on which sections of the fire breaks need vegetation trimming, clearing, or removal, and provide this information to the appropriate personnel along with general information about the types of fuels that need to be treated. Notably, most of these potential fire breaks currently need to be treated in at least some sections to effectively function as fire breaks.

6.5.3 Fire Occurrence Mapping

The perimeters for all fires (excluding contained campfires) will be mapped or otherwise obtained, regardless of size or type of ignition. The goal of mapping fire occurrences is to maximize opportunities for monitoring or retroactive analyses of fire effects, which are important inputs for prioritizing management actions given limited resources.

Wildfires that meet the minimum size threshold of 1,000 acres for federal databases may be obtained from Monitoring Trends in Burn Severity (https://www.mtbs.gov/), InciWeb (https://inciweb.nwcg.gov/), or other national database. A geospatial data layer of fire history depicting fire perimeters for fires of less than 1,000 acres that overlap or occur within the Planning Area will be developed and maintained as part of the MSCP Ecological Monitoring Program. The layer will include perimeters for fires occurring prior to the development of this Plan (as available) and all those occurring thereafter. This layer may also include fire perimeters from outside the Planning Area that impact these or other County-managed lands. Attributes will include fire name, ignition date, year burned, ignition source, fire size, perimeter data source, and method used to map the perimeter.

6.5.4 Assessing Fire Effects

The County will design and implement protocols and procedures for fire effects assessment and monitoring. These will be implemented after each fire that meets the criteria for evaluation and monitoring. The goals of this effort are to determine impacts to natural and cultural resources, to add value to existing monitoring efforts, and promote better understanding about how Planning Area

ecosystems and priority species were impacted by and respond to fire. This will include determining what plant species and functional groups were dominant pre-fire, evaluating burn severity, and tracking, where applicable, fire-related impacts on vegetation, soils, water resources, and wildlife. If a wildfire burns in the area of an established fire break, the post-fire evaluation will include an assessment of how effective the fire break was at aiding suppression. The results of post-fire assessment and monitoring will be shared among the District, NRPR, and OSC staff.

6.5.5 Monitoring Effectiveness of Fuel Treatments

For each hazardous fuel treatment, the County will design and implement a monitoring protocol that will be used to determine to what degree the treatment results in progress toward clearly defined goals and objectives that will be established during the project planning process. This will include a map of where treatments were applied.

6.6 Ongoing Management Actions (MA)

FM-MA-1: Provide to all onsite stewards and update annually the names and phone numbers of agencies and individuals to contact to report the occurrence of wildfires in or near the Planning Area.

FM-MA-2: The Fire Management Plan will be reviewed and updated every 3-5 years. The County's OEM is the lead for wildfire response and coordination and will be included in the Fire Management Plan review process. At the end of the review, the County and NRPR shall invite representatives of the Arizona State Land Department and representatives of the local fire districts (e.g., Rincon Valley Fire District, Mescal Fire District, Corona de Tucson Fire District, Rural-Metro Fire District) to onsite inspections of the Planning Area for the purpose of familiarizing these representatives with onsite conditions and site-specific fire management issues.

6.7 New Management Actions (MA)

FM-MA-3: Coordinate and communicate with OEM on the implementation of the Pima County Community Wildfire Protection Plan

FM-MA-4: Discuss process of issuing weather-related fire restrictions in the Planning Area, and campgrounds specifically, in concert with other agencies including Coronado National Forest and Saguaro National Park.

FM-MA-5: Monitor the status of Coronado National Forest projects (https://www.fs.usda.gov/projects/coronado/landmanagement/projects) and provide input on FireScape proposals, as appropriate, for areas that may impact conditions in the Planning Area.

FM-MA-6: Initiate a process for fire preparedness planning (pre-planning) that will take place every three years and that includes the timely dissemination of updated plans to all relevant departments and agencies.

FM-MA-7: Determine if there is a need to identify escape routes for residents and helicopter landing sites. If so, map and include in future updates to the Fire Preparedness Plan.

FM-MA-8: Identify and map water resources available to support fire suppression, including stock tanks, standpipes, wells, and hydrants. Include this information in future updates of fire preparedness plans.

FM-MA-9: Develop a process by which the County can keep track of how much water is extracted from water resources for fire suppression. Include this information in future updates of fire preparedness plans.

FM-MA-10: Establish and convene a fire and fuels working group. This group will be responsible for (1) establishing post-fire assessment and monitoring protocols and procedures,

(2) establishing hazardous fuels assessment and documentation procedures, and implementing updates as needed prior to each revision of the Fire Management and/or Preparedness Plan, (3) developing management recommendations for treating hazardous fuels and addressing post-fire impacts, and (4) disseminating fire and fuels-related information and recommendations to decision-makers.

FM-MA-11: Implement hazardous fuel treatments and the creation of fire breaks, where appropriate and feasible, to protect human safety, property, and priority resources. Locations for fire breaks and recommendations for hazardous fuels management are identified for each fire management unit in Appendix S (Fire Management).

FM-MA-12: Map or otherwise obtain the perimeters of all fires, regardless of size.

FM-MA-13: Develop and maintain a geospatial layer that includes all known fires that have occurred in the Planning Area that do not meet the minimum size threshold of 1,000 acres for mapping and inclusion in national databases. This layer may also include fire perimeters from outside the Planning Area that impact these or other County-managed lands. Attributes will include fire name, ignition date, year burned, fire size, data source, and method used to map the perimeter.

FM-MA-14: Develop and implement post-fire assessment and monitoring protocols and procedures.

FM-MA-15: Implement post-fire rehabilitation projects and resource protection actions after a fire, as appropriate and feasible, to limit post-fire erosion, minimize impacts to water quality, and promote growth of native plants.

FM-MA-16: Develop a process for periodic assessment and documentation of hazardous fuels. Map or otherwise document where hazardous fuel conditions exist to aid in the assessment of the risk they pose to priority resources and human safety; use this information to help prioritize fuel treatments, which may overlap with invasive plant treatments, and inform the development and maintenance of fire breaks.

FM-MA-17: Determine the feasibility of utilizing prescribed fire as a fuel treatment method using assistance from agencies with qualified personnel.

FM-MA-18: Consider developing a plan with neighboring landowners that, if approved for implementation, would allow wildfire to burn areas where it would benefit resource priorities.

7.0 Safety and Security

This chapter discusses all of the actions required to secure the County/District properties from unwanted and/or illegal activities and to provide a safe environment for agency personnel and public visitors. Most of the actions may help neighboring landowners as well as protect the natural, cultural, and recreational values on the County/District lands in the Planning Area.

7.1 Hazardous Materials

The presence of the railroad through the Preserve and some of its neighboring lands presents a potential issue for train derailment and subsequent spillage of hazardous materials into Cienega Creek and some of its tributaries. A train derailment itself causes an immediate safety concern for the train crew and any agency personnel and/or public visitors to the Preserve in the surrounding area. Derailment while carrying hazardous materials increases the potential for fire eruption, which causes concerns for not only the natural and cultural resources in the Preserve, but also for neighboring residents. Spilling hazardous materials in the creek can greatly affect water quality, causing concerns for aquatic wildlife and vegetation as well as the potential for contamination of groundwater drinking supplies in downstream areas. In cooperation with Union Pacific Railroad, a plan has been developed to identify the procedures for maintaining agency and public safety, providing for clean-up and remediation of toxic materials, and subsequent monitoring of environmental conditions in the event of a train derailment involving hazardous materials within the Preserve. The Union Pacific Railroad Hazardous Materials Response Plan is provided as Appendix T.

7.2 Law Enforcement

Most of the Planning Area properties are open space, County or District fee-owned lands with no daily presence of agency or law enforcement personnel. Thus, the properties are susceptible to illegal activities such as trash dumping, vandalism, unauthorized overnight camping, homeless encampments, and OHV traffic. In the event of trash dumping and vandalism, police reports should be submitted to document what occurred and their effects on natural and cultural resources. Subsequent clean-up will be conducted once the reports are submitted and any investigation completed.

Overnight camping, homeless encampments, and OHV traffic will require more direct involvement with the Sheriff's Office and possibly other authorities in order to control the problem. Increased evidence of unauthorized camping and OHV traffic will warrant requests for regular patrols by the Sheriff's Office, along with issuance of written warnings and citations as needed. Proper fencing, gates, and barriers will be installed in areas of unwanted access along with proper signage so that officers can conduct enforcement actions. The Sheriff's Office will be notified of homeless encampments to remove homeless individuals from the premises and direct them to support services. The Pima County Department of Environmental Quality will also be notified to investigate and remove any hazardous materials before clean-up of other items.

With their proximity to I-10 and network of dirt roads coming from the border with Mexico, Headquarters Tract and the Preserve can also be areas for illegal immigrant and/or drug trafficking, which will warrant cooperation with the Department of Homeland Security (U.S. Border Patrol) to control. Agency personnel, land stewards (caretakers) and the general public will be informed of the potential for encountering illegal border activities on corridor properties and will be directed to contact the appropriate authorities.

7.3 Natural Hazards

The presence of water in an environmental setting can lead to insect nuisance, most notably by mosquitos that have the potential to carry diseases harmful to humans. In the case of the Preserve, both native fish and frog populations have been sufficient to control the number of mosquitos in the area and reduce this nuisance. In addition, constant flow in the stream coupled by the lack of large, stagnant pools with cattails helps to keep mosquito populations down. However, the County and District are aware that

mosquitos could persist and thrive in areas where water is present, especially with the reduction of perennial flows. The Pima County Health Department has a “vector control” program to monitor and control mosquitos, which will be utilized in the event that this becomes a noticeable issue on any of the County/District lands within the Planning Area. The Pima County Health Department should be contacted at **(520) 724-7908** if there are any complaints or concerns about mosquitos in the Planning Area.

If bee attacks occur within the Preserve, they should be reported to NRPR at **(520) 724-5000** after Emergency Services have been called, if needed. The date, time, and location of the attack should be documented. Additionally, the contact information and disposition of the victim should be documented for follow up by the Preserve Manager and Risk Management. If the bees are found to be in an area frequented by people, removal of the bees by a contractor may be pursued.

7.4 Visitor Safety Information

Since the majority of the lands under this Plan are open to the public, it is imperative that actions be conducted to ensure the safety of visitors. One action is the establishment of “park” rules, as described in Section 3.4, which governs public conduct to ensure the areas are secure and safe for all visitors. These rules should be provided in a number of manners such as via permit (if provided), website page (for public recreation areas), through the proposed Ambassador Program, and signage at public entries. Another action is the installation and maintenance of information kiosks at public parking areas, which can be utilized to inform people of natural hazards (i.e., wildlife, flooding, fire, etc.) and what they should or should not do if they come across these hazards. Fencing, gates, and other barriers with appropriate signage should be put in place in areas where public access is prohibited. Signs should direct the public to contact information (phone numbers, webpages, email) for gaining permitted access onto these County and District lands.

Pima County Animal Care Center (PACC) should be contacted if stray dogs or cats are located on County or District lands. PACC employs 15 Animal Protection Officers who enforce leash laws, respond to cruelty or neglect, pick up stray dogs, and remove deceased dogs or cats. Animal Protection Services dispatchers can be reached at (520) 724-5900, extension 4.

8.0 Proposed Development

The timing of proposed new developments will depend on funding, partnerships, and staffing. A separate Implementation Plan will be prepared in order to identify priorities for activities during the next several years.

8.1 Administrative Access

Administrative access within the Planning Area can be accomplished using the existing road network (see Appendix S for roads and fire access). However, road maintenance or road realignment may be necessary over the life of this Plan due to water erosion, creation of fire breaks, or to gain access into remote locations for activities such as restoration, non-native species eradication or fence reconstruction/maintenance. In the event that a road becomes impassable due to erosion hazards, efforts will be made to limit the repairs and/or footprint of reconstruction to allow authorized traffic through while preserving as much native soil as possible. Natural materials will be used to create such structures as water bars, rock dams and zuni bowls that are used to move water off or away from the road and prevent further erosion.

For any new road construction, the footprint will be limited to the width necessary for one vehicle to gain access into and out of the area. In many cases, only a temporary road may be required for access to complete a management or maintenance project. In this case, the roads will be restored to a natural condition once the management/maintenance activities are completed. Whether temporary or permanent, the roads will be properly signed to notify visitors of the conditions for authorized use of the road.

8.2 Proposed Trails, Staging Areas, and Campgrounds

8.2.1 Proposed Trails

NRPR's Trails Division develops and manages trails and trailheads on NRPR managed lands in coordination with the NRPR Division that has management responsibility for the land, OSC, and District (if applicable). There are two public entries that have been constructed within the Preserve since the 1994 Management Plan was developed, and numerous new trails have been developed within Colossal Cave Mountain Park in the last several years (Figure 8-1). No unnecessary new public entry locations will be built.

New trails are subject to obtaining authorization from the landowner. Potential trail alignments are shown on Figure 8-1. These include the Cienega Creek West trail in Zone 1, from the La Cienega Trailhead to Gabe Zimmerman/Davidson Canyon Trailhead/Arizona Trail and connecting to the Loop west of Colossal Cave Road. Additional trails within and adjacent to Zone 2 are proposed, supplementing the existing network of trails, and primarily accessed from the Posta Quemada Trailhead and Arizona Trail. Lastly, the Hohokam Trail extension is proposed from the Arizona Trail east of Three Bridges to the McKenzie Ranch Trails Park and eventually to the Headquarters Tract parcel. As all proposed trail alignments are conceptual, the final alignments could be changed based on natural and cultural resource concerns, sustainable trail design criteria, and land status restrictions.

The proposed trail between Three Bridges and Mescal Arroyo follows an existing path that was created by AT&T and other fiber-optic cable companies to run their lines through the area. The pathway created by the fiber-optic companies runs mostly over Arizona State Trust Land, so purchase or lease would need to be conducted in order to develop this trail.

No new trails will be built until the Eastern Pima County Trails Master Plan is updated to be consistent with planning decisions in this document.

Mary Ann Cleveland Way
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Pantano Wash
Posta Quemada Canyon Wash
Colossal Cave Mountain Park Equestrian Trailhead
La Cienega Trailhead
Agua Verde Creek
Arizona Trail Hiking and Mountain Bike Access
Colossal Cave Rd
10
Gabe Zimmerman/ Davidson Canyon
Marsh Station Rd
McKenzie Ranch Trails Park
Cienega Creek
Wentworth Rd
83
Mescal Arroyo
10
Cienega Creek
Empirita Rd
Davidson Canyon Wash

PIMA COUNTY
Cienega Corridor Management Plan 2022

FIGURE 8-1
Existing and Proposed Trails in the Planning Area

- Cienega Corridor Planning Area
- Commercial Lease Area
- Trailheads
- Pullouts
- Arizona National Scenic Trail Corridor*
- Existing Pima County Trails
- Proposed Pima County Trails
- Washes/Creeks
- Roads

*Arizona National Scenic Trail Corridor is not part of the Management Zones

0 Miles 1

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8.2.2 Proposed Staging and Camping Areas

The Empirita Headquarters Tract can be accessed from the I-10 Empirita exit. At present, the entry is used primarily by hunters and hikers seeking access to the Whetstone Mountains. This Plan includes guidelines for providing public access to areas within the County-owned parcels already occupied by existing barns, corrals, and pastureland for use as an equestrian staging area (Figure 8-2). If allowed, equestrian use will be confined to the northeast part of the parcel. Camping may be permitted within the fenced pasture once sufficient facilities, agreements, and controls are developed. The proposed development will provide a staging area for multi-use access to the Whetstone Mountains via two existing roads, either the one that begins at the gate on BLM-administered land just to the east, or via a ranch road to the south, and potentially an extension of the Hohokam Trail to the Whetstone Mountains (see Figure 8-2). These two existing roads provide access for hikers, bicyclists, hunters as well as equestrians to the slopes and mountains of the Whetstones. Such uses on other lands are subject to the management restrictions of the BLM, Arizona State Land Department and U. S. Forest Service. Public access is not being provided across Cienega Creek to the ranch operations area at this time, nor is such proposed. At this time, no additional trail development is proposed on the tracts of land south of I-10.

The staging area would most likely require rehabilitation of at least one of the existing barns and the corrals to the south of Pasture C (see Figure 8-2). There is already a well and functioning pump that could be utilized as a water source for the staging area. Trail use in the area would be confined to existing dirt roads, with the exception of the dirt road leading to and from the caretaker property.

In addition to the equestrian staging area, there are two vacant buildings just east of the existing barn structures that could be rehabilitated and transformed into livable quarters (for future caretakers). These are the historic ranch house and servants' quarters located uphill of the barns and pasture. Although no direct proposal has been made, rehabilitation of either one or both of the structures could possibly transform this area into a day use site or area for visitor contact.

8.3 Fencing and Cattle Guards

It is recommended that future fencing along the Agua Verde properties be phased, with phasing dependent on acquisition of all or a portion of key Parcel No. 306-11-006C. The critical portion to acquire is land north of the road. This would allow the riparian area to be fenced along the road to reduce construction cost, minimize impact to native vegetation, and would require only two Agua Verde wash crossings, which helps to reduce long-term maintenance costs. In the absence of this key parcel, Phase 1 could be implemented as soon as resources become available, will be funded by NRPR and the District, and would protect the heavily grazed Poteet property and western FLAP parcel. Phase 2 will be entirely funded and implemented by the District. It is recommended that Phase 2 be delayed until Parcel No. 306-11-006C can be acquired. Otherwise, a swath of vegetation would need to be removed along the western boundary to install the fence. A fence that may be removed at a later date, if and when the key parcel is acquired. Land managers will need to weigh the impact from cattle versus the impact from fence construction on the natural resources prior to implementing Phase 2.

Fence lines exist throughout the Preserve to protect the area from trespass by cattle from neighboring ranches, as displayed in Figure 8-3. However, much of the fencing is very old and deteriorating, with exceptions of recently installed lines along the I-10 Tract property and portions along the railroad from the I-10 Bridge to Pantano Townsite. New fencing will need to be installed along the northern boundary of the Preserve to the West of the Pantano Townsite area. New fencing will follow the same path as the old lines, as best as possible to minimize any further disturbance, but Cultural Resources will need to be consulted for SHPO clearance and wildlife surveys may be conducted where tree pruning is required. Any existing, interior fence lines will be removed if they no longer serve to keep cattle out of the creek bed and riparian area. The caretaker at Headquarters Tract is responsible for maintaining the fence lines and gates for the temporary holding and transfer of cattle from the ranch to the various rangelands in the surrounding area.

Cienega Creek

Old Ranch House (Not Renovated)

EMPIRITA RD

Restricted Access to Whetstone Mountains

Anderson Canyon

Restricted Access to Whetstone Mountains

Current Empirita Ranch Headquarters

Old Cowboy House (Renovated)

PIMA COUNTY
Cienega Corridor Management Plan 2022

FIGURE 8-2
Proposed Use Areas at Empirita Ranch Headquarters

- Cienega Corridor Planning Area
- Roads
- Closed Residential Area – No Public Entry
- Restricted Use Area (Cienega Corridor)
- Guidelines for Equestrian Use Area
- Guidelines for Equestrian Staging Area
- Potential Future Caretaker Residence/ Day Use Site/Visitor Contact
- Access Control Gates
- Creek Crossing (no all weather access)

0 Feet 1,000

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Wendt
Posta Quemada Canyon Wash
Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pantano Wash
Pistol Hill Rd
Colossal Cave
Colossal Cave Rd
Posta Quemada Ranch
Hufault
Agua Verde Creek
Poteet
Rancho Agua Verde
FLAP
Mumford
10
Colossal Cave Rd
Marsh Station Rd
Cienega Creek
Wentworth Rd
83
Mescal Arroyo
Davidson Canyon Wash
Cienega Creek
Empirita Rd
Headquarters Tract
10

PIMA COUNTY
Cienega Corridor Management Plan 2022

FIGURE 8-3
Existing and Proposed New Fences in the Planning Area

- Cienega Corridor Planning Area
- Commercial Lease Area
- Existing Fences
- Washes/Creeks
- Roads

0 Miles 1

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8.4 Fire Fuel Breaks

Fire breaks, which may include those created proactively in anticipation of wildfires and those created by firefighters during a wildfire event, can create valuable opportunities for effective and efficient fire suppression. Throughout the Planning Area, there are linear features on the landscape that are areas of high fire ignition risk but may also serve as fire breaks, these include roads, power lines, railroad, and to a lesser extent, trails. There are several management actions within Appendix S (Fire Management) recommending fire break establishment and enhancement as part of fuels and fire management tools. Existing and proposed fire breaks are for the Planning Area Management Zones are shown in Figures 8-4a through 8-4d.

The Colossal Cave Mountain Park lessee may propose additional fuel break development within the lease area; however, these would be subject to County approvals.

8.5 OHV Barriers

The Planning Area properties will be managed to restrict OHV traffic to existing roads and prevent "wildcat" routes that can threaten natural and cultural resources. Post-and-cable barriers have been constructed in a number of key areas to help control access into Cienega Creek and Davidson Canyon (see Figure 3-2a). However, the control of OHV traffic is an ever-evolving situation that requires constant vigilance and construction of barriers where new access points are created. Where possible, the County and/or District will work to restore unwanted roads to natural conditions, utilizing native vegetation (most likely cacti), vegetative debris and native plant seeding to help prevent further use by OHVs. Barriers will be constructed to protect sensitive areas as needed, either by utilizing natural resources such as large boulders and native vegetation or through the construction of post-and-cable barriers. Annual maintenance of these structures is required to repair damages due to water erosion and to modify structures circumvented by OHVs as needed.

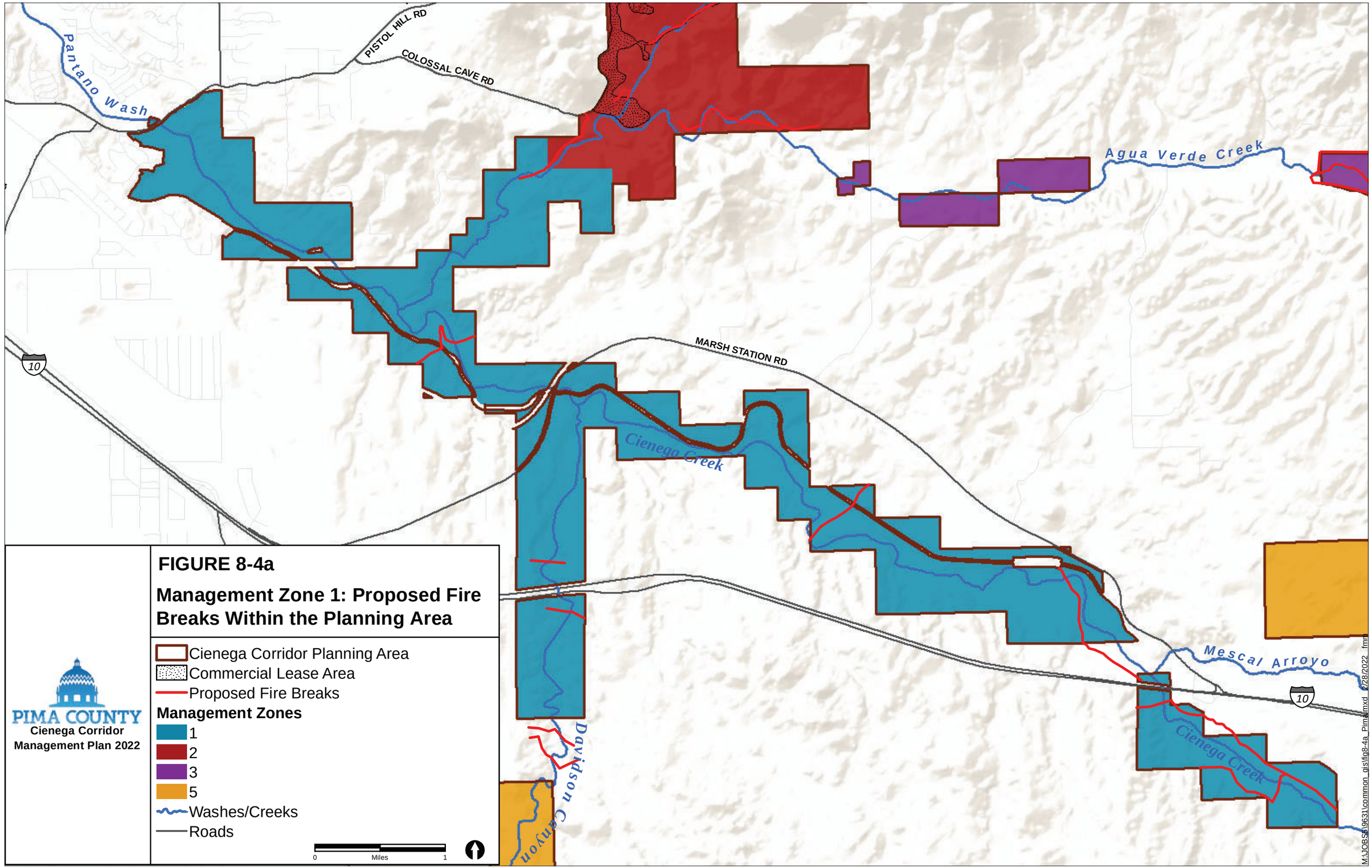
The most effective way to control OHV use is by vigilance and the use of law enforcement authorities to patrol and cite illegal trespass. The installation of signs at known OHV access points is important for law enforcement to properly stop and cite OHV trespassers.

8.6 Species Enhancements

The MSCP identifies species introductions and enhancements as primary tools for contributing to the recovery and restoration of covered species and their habitats. Species enhancements commonly involve some ground-disturbing activity, whether through direct habitat alteration or non-native species removal. The MSCP also allows the County to request mitigation credit for completed species enhancement actions; however, the structure of enhancement credits is still under discussion. Mitigation credit would not be requested for maintenance of existing projects or features, but rather only for newly implemented enhancement projects with prior review by USFWS staff.

The County's Aquatic Species Management Plan (Pima County 2019) identifies the Preserve as a Tier 1 Species Enhancement Area (SEA). Tier 1 SEAs include sites where habitat for covered species will be managed by the County, where reasonable efforts will be made to ensure persistence of the target species, and where such establishment has the greatest chance to contribute to recovery of listed species. Covered aquatic species present in this SEA include Gila topminnow, Gila chub, longfin dace, lowland leopard frogs, and northern Mexican gartersnakes. Huachuca water umbel historically occurred within the SEA but has not been detected since 2001. Possible future species enhancements within this aquatic SEA include:

- *Transplanting and maintaining a population of Huachuca water umbel into the perennial horseshoe bend reach of the Preserve.* Habitat may need to be altered to provide for suitable site conditions, and adjacent vegetation may need to be maintained to allow for the introduced population to establish (Figure 8-5).



PIMA COUNTY
Cienega Corridor
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FIGURE 8-4a

Management Zone 1: Proposed Fire Breaks Within the Planning Area

- Cienega Corridor Planning Area
- Commercial Lease Area
- Proposed Fire Breaks

Management Zones

- 1
- 2
- 3
- 5
- Washes/Creeks
- Roads

0 Miles 1

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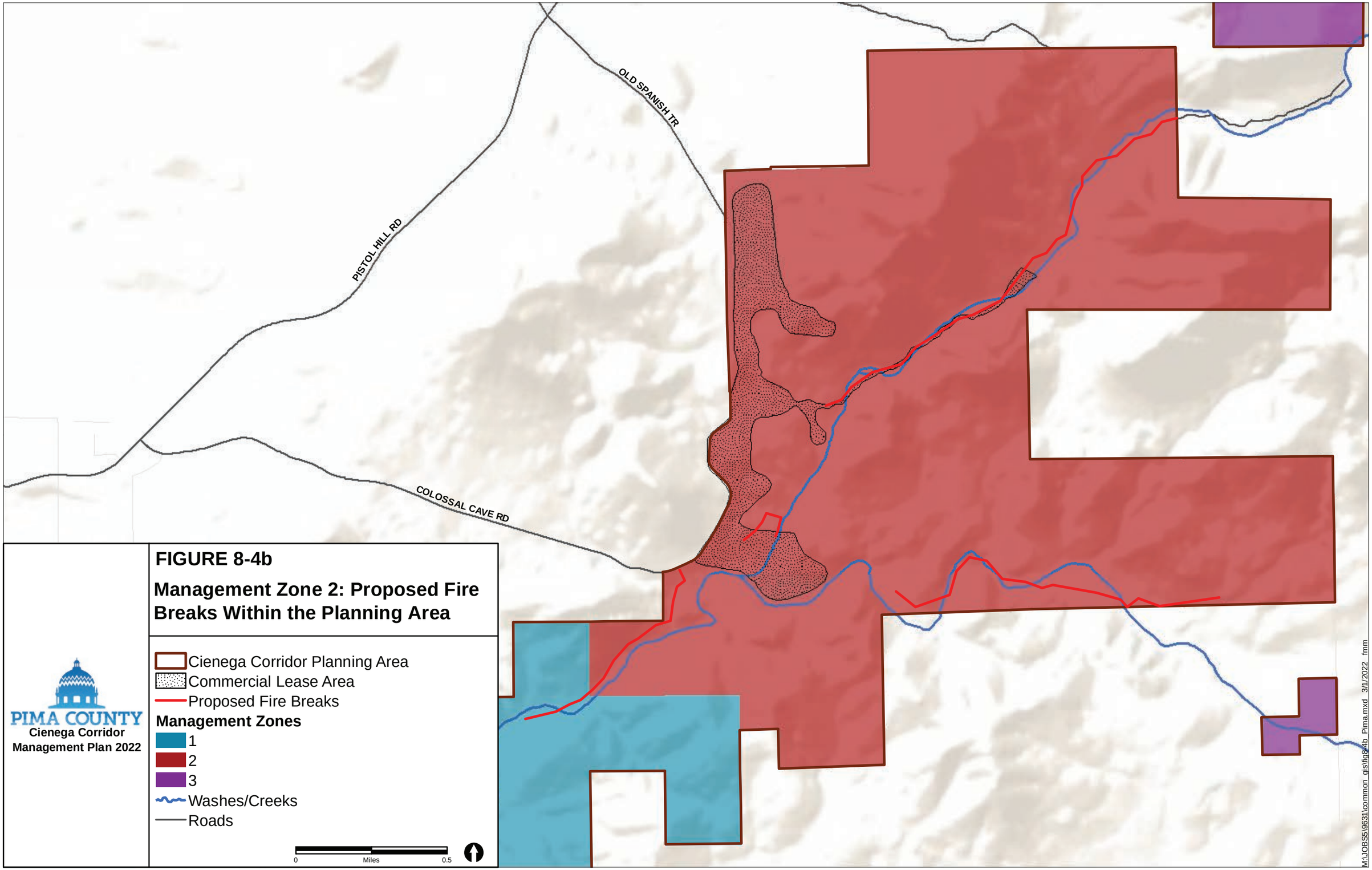


FIGURE 8-4b

Management Zone 2: Proposed Fire Breaks Within the Planning Area

PIMA COUNTY
Cienega Corridor Management Plan 2022

- Cienega Corridor Planning Area
- Commercial Lease Area
- Proposed Fire Breaks

Management Zones

- 1
- 2
- 3
- Washes/Creeks
- Roads

0 Miles 0.5

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OLD SPANISH TR

PISTOL HILL RD

COLOSSAL CAVE RD

Wendt

Posta Quemada Canyon Wash

Mumford

Mumford

Mumford

Agua Verde Creek

Poteet

Hufault

Rancho Agua Verde

FLAP

FIGURE 8-4c
Management Zone 3: Proposed Fire Breaks Within the Planning Area

PIMA COUNTY
Cienega Corridor Management Plan 2022

Cienega Corridor Planning Area
Commercial Lease Area
Proposed Fire Breaks

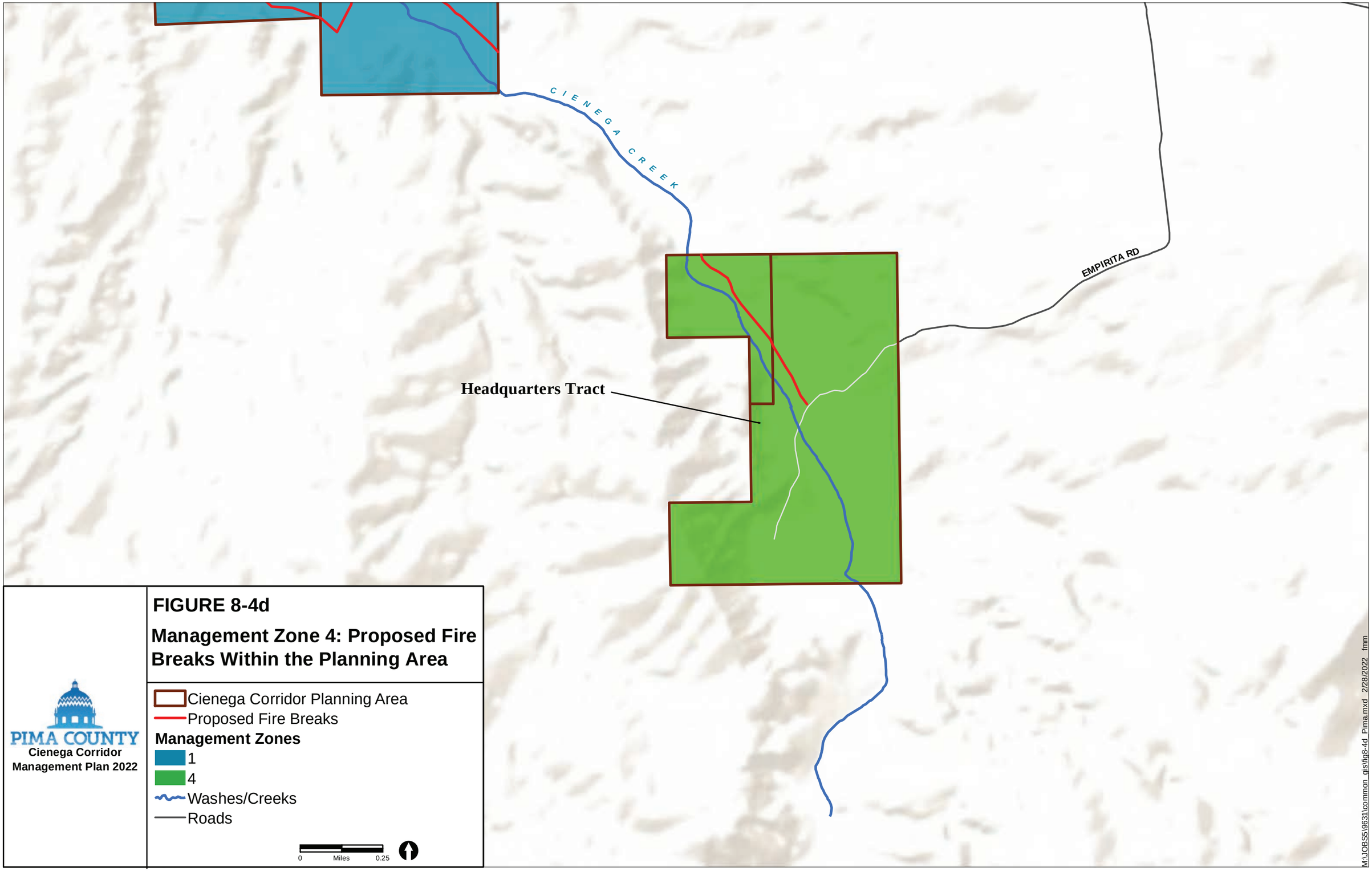
Management Zones

2
3

Washes/Creeks
Roads

0 Miles 1

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PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 8-4d

Management Zone 4: Proposed Fire Breaks Within the Planning Area

Cienega Corridor Planning Area
Proposed Fire Breaks
Management Zones
1
4
Washes/Creeks
Roads

0 Miles 0.25

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Mary Ann Cleveland Way
Pantano Wash
Caminito Loma Alta
Old Spaniash Tr
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
10
Colossal Cave Rd
Wentworth Rd
Marsh Station Rd
Horseshoe Bosque (upland)
Horseshoe Bosque (bosque)
Pantano Townsite South Road
Mescal Arroyo
Davidson Canyon Wash
Davidson Stock Tank
Cienega Creek
Empirita Rd
10

PIMA COUNTY
Cienega Corridor Management Plan 2022

FIGURE 8-5
Proposed Land Management Activities in the Planning Area

- Cienega Corridor Planning Area
- Commercial Lease Area
- Potential Areas of Vegetation Management/Enhancement
- Potential Bat Roost Stabilization Area
- Potential Areas of Water Harvesting
- Potential Huachuca Water Umbel Planting Area

Fire Breaks - Active Road

- No
- Yes
- Washes/Creeks
- Roads

0 Miles 1

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- *Maintaining pool structure for Gila chub.* Gila chub require persistence of deep pools (greater than 0.5 m in depth) for occupancy; however, pool presence and depth throughout the SEA have both decreased over time. Artificially maintaining pool structure through strategic sediment removal or feature construction may allow for longer-term persistence of suitable chub habitat in light of decreasing surface flows.

The County has identified additional non-aquatic proposed species enhancement actions with the Planning Area, which include:

- *Stabilizing ephemeral soil-piping bat habitat structures.* Ephemeral soil-piping features within the Preserve with known covered bat occupancy were stabilized to prevent collapse. Ongoing maintenance of these features will likely be required, with action determined by periodic monitoring of feature integrity.
- *Closing occupied hard-rock cave and mine bat features.* A number of hard-rock cave and mine features are known from the Planning Area, with intermittent bat occupancy determined through periodic monitoring efforts. Most of these features are not adjacent to areas commonly visited by the public; however, if these features were to become more impacted due to dispersed recreation, the County may propose to install bat gates or close features as appropriate for both covered species and human health and safety reasons.
- *Vegetation management/enhancement of grazing/agricultural lands*. Areas of past agricultural use identified in Figure 8-5 may be enhanced by efforts to establish native vegetation, remove non-native species, remove agricultural berms, and slow or spread overland flow.

9.0 Open Space Lands Boundary – Future Acquisitions

9.1 Acquisition Objectives

Land acquisition objectives include:

- Creating boundaries that allow for and facilitate effective resource management,
- Reducing habitat fragmentation,
- Reducing water resource impacts,
- Improving or maintaining wildlife connectivity,
- Providing habitat for populations of special status species,
- Compensating for unavoidable losses caused by entitled development,
- Preventing or removing development in floodprone areas,
- Maintaining scenic beauty and rural character, and
- Creating recreational opportunities.

9.2 Acquisition Procedures

The following procedures shall apply to land acquisitions within the Planning Area:

- Acquisition is on a willing-seller basis, as funding and other circumstances allow.
- The District will actively seek to acquire lands along the Cienega Creek, Agua Verde, and Mescal Arroyo channels to provide continuous ownership along the riparian corridor between the Headquarters Tract and Colossal Cave Road (Cienega Creek) and the Colossal Cave Mountain Park boundary to Salcido Ranch Road (Agua Verde).
- The County will actively seek to acquire lands adjacent to the current boundary of fee-owned lands as may be required for the protection of significant natural or cultural resource areas.
- The County will seek to acquire, when appropriate, lands surrounding the current boundary of fee-owned lands as required to create an effective natural buffer between the sensitive riparian areas of the site and offsite areas that could be developed in a manner that would impact the natural and scenic resources.

9.3 Priority Acquisitions

To meet the acquisition objectives above and provide effective long-term management of the Planning Area, priority acquisition properties are ranked in order of preference in Figure 9-1 and listed in Appendix U.

9.4 Acquisition New and Ongoing Actions

Ongoing Actions related to acquisition of property within the Planning Area:

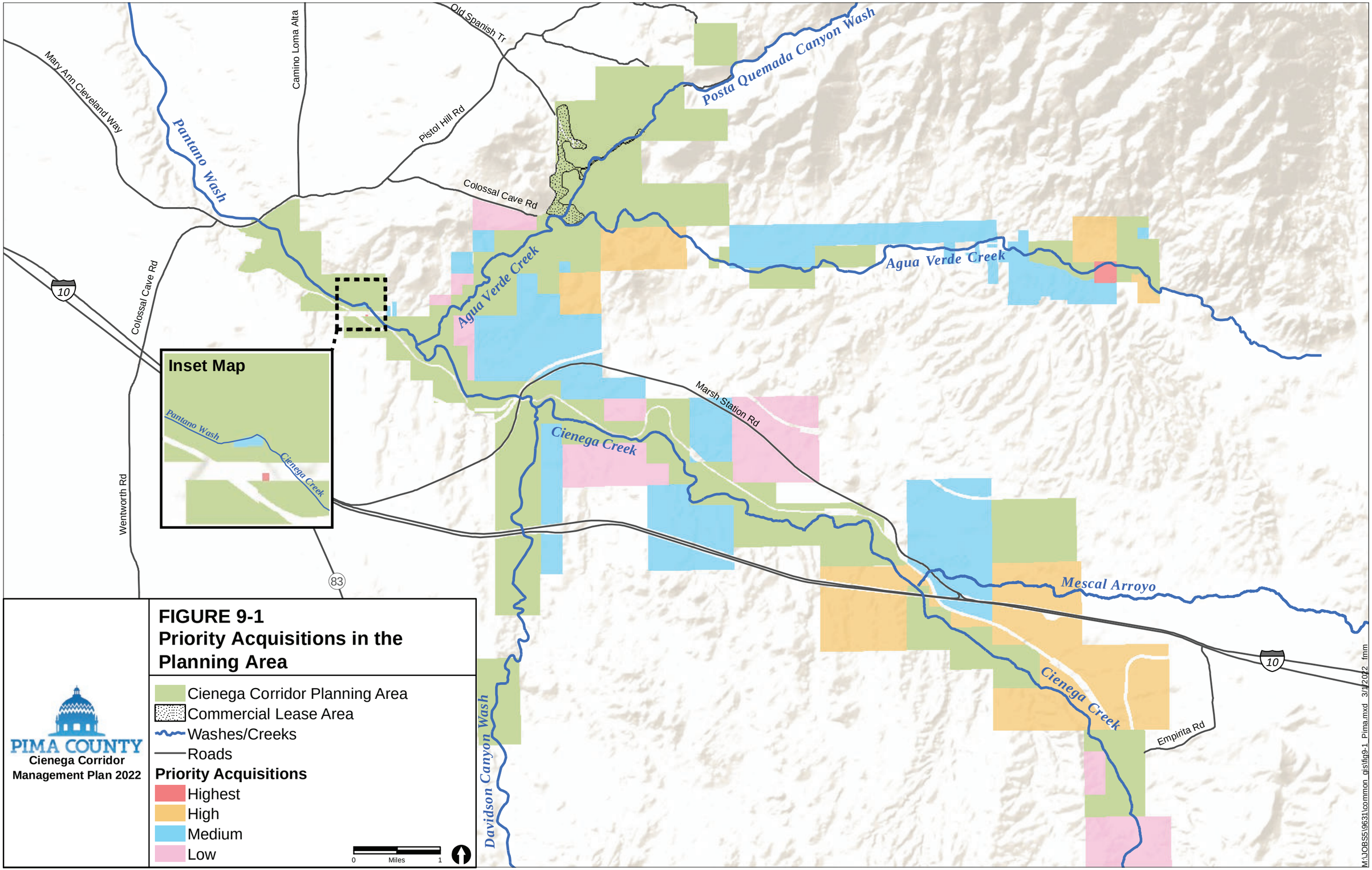
- Discussion with impacted landowners and, if willing sellers are identified, acquisition of properties listed as high priority acquisitions (see Appendix U).
- Discussion with Del Lago Golf LLC to acquire the 2-acre inholding and associated surface water right at the Pantano Dam site (see Figure 9-1 and Appendix U).
- The District will continue to acquire lands through FLAP along Cienega Creek and the Agua Verde, as land becomes available.

New Actions related to acquisition of property within the corridor:

- Discussion with the State Land Department, and if possible, acquisition by purchase or trade of all Arizona State Trust Lands located between I-10 and Marsh Station Road (Cienega Creek) and between Salcido Ranch Road and Colossal Cave Mountain Park (Agua Verde).
- Upon completion of the Headquarters Tract developments, the District may split off all areas outside of the designated floodplain from the Preserve through a land exchange with the County.

9.5 Proposed Long-term Protections Related to MSCP

Restrictive Covenants are used to ensure future land management retains the values for which the properties were originally acquired. Most of the fee-owned parcels in the Planning Area are already restricted (see Chapter 3, Section 3.3). Future actions would restrict acquisitions with MSCP Restrictive Covenants.


Old Spanish Tr
Mary Ann Cleveland Way
Camino Loma Alta
Pantano Wash
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
Agua Verde Creek
10
Colossal Cave Rd
Inset Map
Pantano Wash
Cienega Creek
Marsh Station Rd
Cienega Creek
Wentworth Rd
83
Mescal Arroyo
Davidson Canyon Wash
Cienega Creek
10
Empirita Rd
FIGURE 9-1
Priority Acquisitions in the Planning Area
Cienega Corridor Planning Area
Commercial Lease Area
Washes/Creeks
Roads
Priority Acquisitions
Highest
High
Medium
Low
0
Miles
1
PIMA COUNTY
Cienega Corridor Management Plan 2022
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10.0 Administration and Staffing Roles

The Planning Area consists of properties under the ownership of both the County and the District. As such, assigned roles for the departments and staff may vary a little based on the changes in ownership status. In addition, several other departments provide important supporting roles for these properties. The following section defines the overall roles for each department for the Planning Area and any specific management responsibilities associated with ownership of individual parcels. There may be shifts in ownership and emphasis of duties over the 20-year planning horizon.

10.1 Roles of County Departments

To provide appropriate and cost-effective management, most of the Planning Area has been designated as a unit of the Pima County Park system. Department responsibilities for its management are guided by a Memorandum of Understanding (MOU) between the District and NRPR and the annual budget process.

Implementation is contingent on funding, partnerships, and staffing, which can vary over time. Once this Plan is completed and approved, the County will develop a separate Cienega Corridor Implementation Plan that will address the priority and departmental resourcing of new actions supported by the Directors and County Administration. The Implementation Plan will include monitoring needed to determine whether the measures are effective over time and specific responsibilities for County Departments will be assigned.

Specific responsibilities and tasks for County Real Property Department:

- Evaluate and maintain the buildings and other facilities at the Headquarters Tract, including wells, but not including trails or trailheads.
- Assist the other departments in obtaining cost estimates for facility repairs at Colossal Cave Mountain Park and Headquarters Tract.
- Negotiate and issue rights-of-ways to utilities, or rights-of-entries for certain activities as approved by the managing departments.
- Negotiate caretaker agreement for the Headquarters Tract as approved by the District.

Specific responsibilities and tasks for County Attractions and Tourism Department:

- Manage and monitor the performance of the show cave operator at Colossal Cave Mountain Park, including the developed portion of Posta Quemada Ranch and Campgrounds (Figure 10-1).
- Promote tourism and market special events.

Specific responsibilities and tasks for the District include:

- Respond to NRPR requests for coordination in a timely manner.
- Perform routine inspections of Open Space properties.
- Continue oversight of water resource management programs/projects with annual report on status of water resources over the previous year, including recommendations for future tasks or equipment needs.
- Continue to coordinate with NRPR on natural resource restoration/enhancement programs/projects.
- Review and provide comments on Special Use Permits for utility line installations and repairs.
- Issue trespass decision or take other action with neighboring ranchers if trespass cattle are not removed from Preserve as requested.

Mary Ann Cleveland Way
Pantano Wash
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
Agua Verde Creek
Posta Quemada Ranch
10
Colossal Cave Rd
Wentworth Rd
83
Marsh Station Rd
Cienega Creek
Bar-V-Ranch
Davidson Canyon Wash
Mescal Arroyo
10
Cienega Creek
Empirita Rd
Empirita Ranch

PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 10-1
Caretaker Agreements

- Cienega Corridor Planning Area
- Commercial Lease Area
- Washes/Creeks
- Roads
- Ranch Stewards/Caretakers

0 Miles 1

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- Provide annual funding to NRPR for all costs that the agencies mutually agree will be incurred by NRPR in providing onsite management and routine maintenance of Preserve and District Open Space properties.
- Provide one-time deferred maintenance or other one-time funding for projects according to the terms stated in any addendum to this agreement.

Specific responsibilities and tasks for NRPR include:

- Administer the public use system, either through permits or on-site visitor log, in areas designated for public use.
- Maintain perimeter fencing or install new fencing (see Section 8.3 for details).
- Maintain current trail system and signs.
- Provide restroom facilities and trash pickup in designated public access areas (see Figure 8-1):
    - Gabe Zimmerman/Davidson Canyon Trailhead.
- Coordinate with stewards (caretakers) and monitor stewardship (caretaker) agreement compliance (see Figure 10-1):
    - Harris at Headquarters Tract (only when cattle get into the Preserve or fences are down, see following bullet);
    - Bar V Ranch; and
    - Posta Quemada Ranch, undeveloped portion.
- Coordinate with neighboring ranchers on removal of trespass cattle from the Preserve and other District properties in the Planning Area.
- Utilize permit reservation webpage as a means for visitors to report non-emergency prohibited activities in the Preserve.
- Annually review and update, as needed, the wildfire and emergency response plan.
- Complete infrastructure inventory (signs, trails, etc.) with sufficient spatial accuracy and then input into GIS. Identify which infrastructure should be removed, in coordination with other departments, and update as new infrastructure is constructed.
- Remove unnecessary interior fences and other infrastructure.
- Coordinate removal of all wildcat waste dumps when identified.
- Require operators to identify and report the location of any hazardous materials stored on the property to the County and District pursuant to the contract clause 18.2.
- Educate lease and permit holders to ensure that disclosures of cave and mine features do not occur.
- Survey for and remove invasive species as time permits after coordinating with the District and/or Office of Sustainability and Conservation (OSC).
- Inspect and perform routine maintenance of the following at the Preserve:
    - Inspect all fences annually with 25 percent inspected each quarter and inspect seasonal fences after flood events and maintain as needed. Inspect vehicle barriers monthly and maintain as needed. Non-routine fence maintenance/reconstruction or new construction will be coordinated with the District as appropriate and contracted.
    - Inspect for trash and graffiti, including that from illegal dumping. To be completed weekly at access points and monthly within the Preserve interior.
    - Complete inspection form for each inspection visit (minimum of monthly).

- Issue authorizations for third party requested research or events after coordinating with the District.
- Coordinate community service projects.
- Respond to complaints from the public, involving the District and/or OSC as appropriate.
- Assess security issues and take action when needed.
- Periodically update the fire management plan and coordinate agency involvement.
- Provide oversight for natural resource restoration/enhancement programs/projects, in coordination with the District where appropriate.
- Submit an annual report summarizing NRPR's management and maintenance activities that occurred in the previous year. Include inspection forms, any deferred maintenance and/or special projects implemented, and special events that occurred. The annual report shall also include recommendations for future projects and/or maintenance needs.

Specific responsibilities and tasks for OSC include:

- Respond to NRPR and District requests for coordination on natural and cultural resource activities in a timely manner.
- Coordinate SHPO permitting efforts for new developments and natural resource restoration/enhancement programs/projects.
- Monitor species, habitat, and landscape-level conditions over time as described in the MSCP.
- Continue to prepare and submit annual report to the USFWS summarizing management, monitoring, and maintenance activities that occurred in the previous year as part of the MSCP Annual Report. The report shall include recommendations for any new tasks or maintenance associated with adaptive management needs if necessary.

Specific responsibilities and tasks for Pima County Sheriff's Department include:

- Enforce County park rules, including leash laws and Preserve regulations related to domestic animals, through regular patrols.
- Enforce OHV-related rules in coordination with NRPR and the District.

10.2 Fence Maintenance

All of the lands within the Planning Area lie within open range, which means they are open to cattle (or livestock) grazing unless fenced to keep them out. Fence construction and maintenance is the responsibility of the property owners who want to exclude cattle from grazing their lands, as opposed to the ranching operations to keep their cattle off neighboring lands. Fencing has been erected on many of the properties owned by the County and the District, either by the previous owner or by the agency itself to exclude cattle from certain areas (see Figure 8-3). In order to protect natural and cultural resources from damages caused by grazing, it is imperative that existing boundary fencing is maintained and all open space is fenced within the Planning Area.

As noted in Section 10.1, NRPR has the primary responsibility for maintaining perimeter fencing on County and District properties (see Figure 8-3 of existing fencing). NRPR maintains staffing to perform this activity but can also contract out non-routine projects if timing is an issue and as funding permits. For new fencing needs, NRPR will coordinate needs with District staff who will act as oversight and provide guidance for fencing. Fencing will be completed over time and as funding is available for non-routine maintenance and new construction of fencing on District lands. Coordination with OSC staff will be conducted to ensure compliance with the Restrictive Covenants under the MSCP for priority species and to ensure compliance with the SHPO for cultural resources.

10.3 Empirita Headquarters Tract

Empirita Ranch, listed in the National Register of Historic Places, was founded in 1941 after the breakup of the Empire Ranch. It has historically been operated as a livestock ranch with most of the property left in an undisturbed, natural state. Developments on the property consist of a historic cowboy house, ranch house, main house and adjacent barns and pastures. The property is currently leased to a caretaker under a land stewardship agreement with the District to help protect the historic structures and manage the land as a sustainable ranching operation that fosters a diverse array of plants and wildlife, clean air and water, and stable soils.

Specific responsibilities for the caretaker include:

- Tenant shall not disturb cacti or other protected plants nor disturb any ruins, burial grounds or other archeological sites.
- Keep the District informed of undocumented immigrant and associated law enforcement activity as well as OHV activity, trash accumulation, abandoned vehicles, and the existence of squatters, particularly where the natural and cultural resource values are being adversely impacted.
- Keep all existing improvements on the property in functional condition, suitable for which they were installed, including houses, barns, corrals, fencing, roads and water lines (suitable wear and tear excepted) (see Figure 3-2).
- Maintain the property in a neat and clean condition.
- Secure and protect the property and its contents from vandalism and other potential damage.
- Arrange for the storage and subsequent disposal of all garbage and waste materials from the property.
- Maintain and repair existing fencing at sole expense or with District funds if pre-approved in writing.
- Removal of all toxic and hazardous materials to a legal dumpsite off of the property and remediate any hazardous or potentially hazardous conditions.
- Remedy any damages to the natural and cultural resources of the property caused by its or its agents' intentional, reckless, or negligent conduct (normal wear and tear excepted).

10.4 Colossal Cave Mountain Park

Because Colossal Cave is listed on the National Register of Historic Places, any development or alteration within the Historic District and its contributing properties will require consultation with County and SHPO in advance to avoid adverse effects to individual resources and to the Historic District as a whole.

Developments on the Colossal Cave Mountain Park property are located at two focal areas (see Appendix F Figures). The first area is at Colossal Cave where developments include the gift shop, restrooms, and small café area (Terrace Café) as well as the cave entrance gate (Figure 10-2). The gift shop area and retaining wall for the patio were constructed by the Civilian Conservation Corps (CCC). Visitors can reserve cave tours lasting from 30 minutes (toddler tour) to 3.5 hours (wild cave tour). Most visitors take the 40-minute classic cave tour which descends six stories (363 steps) underground.

PISTOL HILL RD

OLD SPANISH TR

Focal Area 1: Colossal Cave Attraction Area

La Sevilla Campground

El Bosquito Campground

Focal Area 2: Posta Quemada Ranch

COLOSSAL CAVE RD

Agua Verde Creek

PIMA COUNTY
Cienega Corridor
Management Plan 2022

FIGURE 10-2
Colossal Cave Mountain Park
Designated Lease Area

Cienega Corridor Planning Area
Commercial Lease Area
Washes/Creeks
Roads

0 Feet 1,000

M:\JOBS5\19631\common_gis\fig10-2_Pima.mxd 3/1/2022 fmm

The second focal area is La Posta Quemada Ranch (see Figure 10-2). Initially a Mountain Springs Stage Station in the 1870s, Posta Quemada is a contributing element in the Colossal Cave Preservation Park Historic District and consists of multiple single-story buildings built with the Spanish Territorial influence, which were once occupied by a CCC camp in the 1930s. Buildings on site include the 1930 Day Ranch house, a recently rebuilt residential structure, a pump house, corral, a bathhouse (now a barn) and a blacksmithing building for the CCC camp. There are three access roads that connect to Posta Quemada and also to Colossal Cave, making it a good opportunity to construct interpretive trails and adaptively reuse buildings for educational purposes and/or residential uses for Park staff.

Between these focal areas are the two primitive campgrounds, El Bosquecito and La Sevilla, which are located in a wooded area in Posta Quemada Canyon that was originally developed by the CCC in 1934 as part of the overall park development. El Bosquecito and La Sevilla have 30 camp sites total. All sites have picnic tables and most have grills. There are also restrooms at both campgrounds which were constructed by the CCC.

The developed areas of Colossal Cave Mountain Park are currently leased to Colossal Cave, LLC, an Arizona Limited Liability Company organized for the purpose of operating the Show Cave and other activities within the lease area (see Figure 10-1). The current lease term ends on August 31, 2025 with an option to extend the lease 15 years.

Specific responsibilities for the Manager in the current lease include:

- Operate, rehabilitate, and develop the lease Property within Colossal Cave Mountain Park (Property) as a major natural attraction for the County and the region, attracting visitors and generating economic impact and other benefits to local economy.
- Take all reasonable measures to protect the scenic, cultural, ecological, and aesthetic values of the Property.
- Prevent native plant loss, damage to historical resources, and alteration of archaeological features or soil erosion from improperly constructed or maintained developments, trails, and public use areas.
- Construct, provide, operate, and maintain personal property and all equipment necessary for establishment and operation of the Property.
- In the first year, develop an overall Operations Plan covering cave tours, cave and campground hours, special events, Visitor Safety Plan, lighting plan, Admission Price Plan, and Waste Management Plan.
- In the first two years, develop a Water Supply Operations Plan, a recreation effects monitoring proposal for show cave, and a multi-year Maintenance and Repair Plan.
- In the first ten years, meet the maintenance and repair commitments in the Maintenance and Repair Plan.
- Pay a minimum rental fee and also pay additional percentage of annual gross revenues when they exceed 2 million dollars.
- Charge fees for use of show cave and attractions and special events and other uses of the Property as approved in advance by the County.
- Keep and maintain proper and complete books, records, and accounts of all operations.
- Provide minutes of Board of Directors meetings of Manager within ten business days after each meeting.
- Provide County an annual report on the operation and activities of the Property; assistance with County’s preparation of an annual written inventory of all buildings, equipment, and items of value on the Property and submit a proposed budget for the following year, by November 30 of each year this agreement is in effect.

- Provide all security and safety relating to the Property.
- Keep the Property, including all buildings, improvements, and landscaping and all exterior, interior, structural and mechanical components in good, clean, safe condition and repair at Manager's expense.
- Properly dispose of all waste generated at the Property.
- Regularly inspect and make repairs to mechanical systems, such as heating, ventilation, and air conditioning units, which must be performed promptly in order to minimize any waste of utilities or water.
- Maintain fire and casualty insurance covering all improvements on the Property and all Manager's personal property.
- Keep the property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Manager.
- Operate and conduct, or contract with third parties to operate and conduct concessions (including but not limited to, food, drink, souvenirs, printed material and similar items), museums, campgrounds and related activities on the Property, with the exception that Manager may not contract with any third party for trail rides or campground use without the prior written consent of the County Administrator or his designee. Manager may contract for cave operations.
- Avoid doing anything on or to the Property, or bringing or keeping anything on the Property which is not within the permitted use of the Park as set forth in this Agreement.
- Avoid any unlawful activities on the Property and do not permit any unlawful activities on the Property.
- Do not conduct research on or in the Property unless such research will not have a material adverse impact on the karst features and flora and fauna of Colossal Cave and other known caves and unless prior written approval from County Administrator or his designee is obtained.
- Do not manage, enter, authorize others to enter, explore, monitor, or research either the caves known as "La Tetera" and "Arkenstone Cave" or any and all other caves or karst discoveries on or about the Property, other than currently mapped areas of Colossal Cave itself. Any new discoveries are to be kept confidential and reported to the County Administrator or his designee.
- Do not cause or permit any hazardous material or waste to be brought upon, kept, or used in or about the Property.
- Pay all utility and services on the Property, except water.
- Comply with all applicable provisions of the American with Disabilities Act, however, Manager is not required to incur any expense in retrofitting any of the facilities on the Property.

Specific responsibilities for the County at Colossal Cave include:

- Approve Operations Plan developed by Manager.
- Issue permits for all improvements repaired or constructed by Manager.
- Develop a Natural Resource Management Plan for the Park, which will be approved by the County. This Cienega Corridor Management Plan serves as the Natural Resource Management Plan for Colossal Cave.
- County and Manager (Show Cave Manager) will cooperate to develop a Long-Range Master Plan for the leased portion of the Park.
- Operate and maintain two wells that provide water to the Property.
- Provide water for cave area portion of the Property for up to 30 calendar days if wells are not working.

11.0 References

Beier, P., D. Majka, and T. Bayless. 2007. Arizona Missing Linkages: Rincon-Santa Rita-Whetstone Linkage Design. Report to Arizona Game and Fish Department. School of Forestry. Northern Arizona University.

Pima County. 1998. Background Report, Colossal Cave Mountain Park. Prepared by Colossal Cave Mountain Park Staff, Pima County Parks and Recreation, and Pima County Parklands Foundation.

_____. 2016. Cienega Creek Watershed Assessment Report, Surface Water Evaluation. Prepared by the Office of Sustainability and Conservation, Natural Resources Parks and Recreation and Regional Flood Control District for the Pima County Board of Supervisors, June 2016.

_____. 2019. Aquatic Species Management Plan: In Support of the Pima County Multi-species Conservation Plan. Pima County Office of Sustainability and Conservation. 82 pp.

Strategic Habitat Enhancements (SHE) 2020. Cienega Corridor Visitor Survey Results Summary Report. Prepared for Pima County, August 18, 2020.

Strategic Decision Resources (SDR) 2020. Expert Workshops for Pima County's Cienega Corridor Properties. Final Report to Pima County.

U.S. Department of the Interior, National Park Service. 1995. How to Apply the National Register Criteria for Evaluation. National Register Bulletin. Website accessed on November 18, 2020 at: https://www.nps.gov/subjects/nationalregister/upload/NRB-15_web508.pdf.

_____. 2000. Guidelines for Evaluating and Registering Archaeological Properties. National Register, History and Education. Website accessed on November 18, 2020 at: https://www.nps.gov/subjects/nationalregister/upload/NRB36-Complete.pdf.

Appendices

Appendix A. Mumford Property Conservation Easement

REAL PROPERTY/ACQUISITION COVER SHEET

ACQUISITION COVER SHEET

DOCKET _____

PAGE _____

SEQ. # 20143640228

LEASE # _____

REC.DATE 12/30/2014

RP AGENT _____

FILE # _____

☐ RE-RECORDED DEED

Township	Range	Section
16	17	14
		15
		16

GRANTOR:

PHILIP MUMFORD

GRANTEE:

- ☐ Public
- ■ Pima County
- ☐ Pima County Dot-FCD
- ☐ Pima County Flood Control District

MANAGING DEPT:

☐ CA ☐ FC ☐ LIB ☐ PCA ☐ SD ☐ SUS ☐ WW

☐ CD ☐ FM ☐ OEM ☐ PR ☐ SS ☐ TR

DOCUMENT CATEGORIES

☐ RIGHT-OF-WAY	☐ PROPERTY	☐ STATE LEASE	☐ FEDERAL/BLM
☐ ROAD	☐ ROAD	☐ ROAD	☐ ROAD
☐ DRAINAGE	☐ DRAINAGE	☐ DRAINAGE	☐ DRAINAGE
	☐ PARK	☐ PARK	☐ PARK

☐ OPEN SPACE ☐ PUBLIC ACCESS (by deed)

☐ FINAL ORDER OF CONDEMNATION ☐ BASIN

■ EASEMENT CONSERVATION

COMMENTS: _____

THISH DOCUMENT DESCRIBES POLYGONS LOCATED IN MULTIPLE SECTIONS. READ DOCUMENT TO IDENTIFY OTHER SECTIONS.

FOR DOT/EIM MAPPING & RECORDS USE ONLY

Township	Range	Section
16	17	14
16	17	15
16	17	16

Plotted By: JAMES BROWN Date: 07/14/2015

Checked By: _____ Date: _____

Polygon ID: BB1617142E BB1617152E

BB1617162E

32.042977 -110.579224

32.039761 -110.594063

LONGITUDE/LATITUDE COORDINATES

(X) 32.042860 (Y) -110.606337

* E RECORDING * Page 1 of 39
SEQUENCE: 20143640228
No. Pages: 39
12/30/2014 12:17 PM

F. ANN RODRIGUEZ, RECORDER
Recorded By: KMS(e-recording)

WHEN RECORDED MAIL TO:

STEWART TITLE & TRUST OF TUCSON
6400 N. Oracle Rd, Suite 110
Tucson, AZ 85704

CAPTION HEADING

DEED OF CONSERVATION EASEMENT
EXEMPT A-2

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

recovr

When Recorded Return to:

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

Deed of Conservation Easement

THIS DEED OF CONSERVATION EASEMENT is granted by Philip Mumford, aka Phillip Mumford, aka Phil Mumford, a married man as his sole and separate property, who took title as a single man, (the "Grantor"), in favor of Pima County, a body politic and corporate of the State of Arizona, (the "Holder") (collectively, the "Parties").

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of that certain real property located in Pima County consisting of approximately two hundred sixty-four (264) fee acres, more particularly described and depicted in Exhibits A and A-1, respectively, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property currently remains in a relatively natural state and has significant ecological values; and

WHEREAS, the Property adjoins the Agua Verde and Cienega Creeks, and is a valuable element of the Cienega Creek Open Space Corridor, which includes the Property, and its ecological values, including flora, fauna, hydrology and soils; and

WHEREAS, all of the natural elements, ecological values and agricultural uses on the Property are of great importance to Grantor and Holder and to the people of Pima County and the State of Arizona and are worthy of preservation; and

WHEREAS, Grantor, as owner in fee of the Property, owns the affirmative rights to identify and preserve and protect in perpetuity the natural ecosystems and other significant and relatively natural features and open space of the Property; and

WHEREAS, Grantor desires and intends to transfer such rights to identify, preserve and protect, in perpetuity, the Property's open space character, its significant natural features and open space to Holder; and

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval: 12/16/2014	
Agent: MDS	File: 11,303-001 thru -006	Activity	P [ ] De [ ] Do [X] E [ ]

Rel. Contract No. CT-PW-15*272-00

WHEREAS, Grantor and Holder agree that continued operation of the Property as a working ranch as limited by the covenants and conditions herein and in a manner that protects the Property's natural ecosystems, hydrologic and open space values, is consistent with the goals of this Conservation Easement; and

WHEREAS, the State of Arizona has recognized the importance of private efforts toward the preservation of natural areas and open space in the State through enactment of Arizona Revised Statutes ("A.R.S.") Sections 33-271 to 33-276; and

WHEREAS, Holder has also recognized the importance of the preservation of natural areas and open space through the adoption of the Sonoran Desert Conservation Plan (the "Plan") , and the voters of Pima County have endorsed implementation of the Plan by the May 18, 2004, passage of Questions 1, 2, and 4 of the bond measure.

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, Grantor does hereby grant to Holder, by donation, a conservation easement, in gross and in perpetuity, consisting of the rights and reservations enumerated below, over and across the Property (the "Conservation Easement").

1. Purposes. The Parties agree that all of the following are purposes of this Conservation Easement: (i) to assure that the Property will be preserved forever in its predominantly open, scenic, undeveloped and natural condition; (ii) to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property and the Property's natural resources and ecosystems; (iii) to conserve habitat for wildlife; (iv) to protect rare and unique native plants and animals currently known or later identified; (v) to conserve vegetative communities; (vi) to conserve valuable portions of the Cienega Creek watershed; and (vii) to promote the conservation purposes stated in A.R.S. § 33-271(2)(b).

2. Definitions. For the purpose of this Conservation Easement, the following terms shall have the following defined meanings:

"Associated Improvements" shall mean such buildings, structures, corrals, outbuildings, roadways, parking areas, improvements, living quarters, swimming pools as are customarily appurtenant to comparable single family ranch dwellings in the vicinity of the Property, including, but not limited to living quarters in connection with Authorized Uses on the Property;

"Commercial Feed Lot" shall mean a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and which is maintained for the purposes of engaging in the business of the reception and the feeding of livestock for hire;

"Conservation Values" shall mean the aspects of the Property that remain substantially undeveloped, natural, open space, natural wildlife habitats, areas of biological diversity and/or ecological importance.

"Baseline Documentation Report", or, "the Report", shall mean the Report attached hereto as Exhibit "B", which is an inventory of relevant features of the Property incorporated by this reference herein, which consists of maps, photographs, plot sampling, collection, and observation, and other evidence that the parties provide, or will provide, and presents an accurate representation of the condition of the Property at the time of the conveyance of this Conservation Easement.

3. Grant of Easement and Development Rights. In consideration of the benefits to be provided to the residents of Pima County and to the Conservation Values of the Property through the granting of this Conservation Easement, Grantor hereby voluntarily grants, conveys, transfers and sells to Holder this Conservation Easement, in perpetuity, the terms and conditions of which are stated herein, over and across the Property The Conservation Easement shall be an easement in gross applying to the Property, shall run with the land and shall bind the Grantor and Holder, and their respective assigns and successors in interest, in perpetuity, subject to the terms and conditions contained herein. Further, as a part of this Conservation Easement, Grantor hereby grants to Holder all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the Parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it is now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

4. Rights of Holder. Grantor hereby grants and conveys the following rights to Holder, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Holder, provided further that any right of Holder to enter upon the Property shall not require the payment of any fee, charge, costs or other consideration to Grantor:

a. To identify, preserve, protect and monitor, in perpetuity, the Conservation Values of the Property as described in the Baseline Documentation Report;

b. To prevent Grantor or third persons from conducting any activity on or use of the Property that is prohibited or inconsistent with the Conservation Easement;

c. The right to reasonable entry and access to the Property (except residences) for inspection and monitoring purposes and for enforcement of the terms of this Conservation Easement. Holder will make reasonable efforts to notify Grantor and/or persons in residence on the Property prior to entry onto any portion of the Property. Holder shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

d. Holder shall have the right to enter upon the Property at any time during the term of this Conservation Easement under emergency circumstances, provided Holder shall give Grantor such notice as may be practical under the circumstances, to prevent imminent default of the terms of this Conservation Easement or, in Holder's sole discretion, to prevent damage to or destruction of the Conservation Values.

5. Consistent Uses of the Easement Property.

a. Subject to the terms and conditions of this Conservation Easement, Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are: (i) not expressly prohibited by this Conservation Easement; and (ii) not inconsistent with the terms, conditions, intent and purpose of this Conservation Easement.

b. Pursuant to the terms of A.R.S. Sections 33-271 to 33-276, the Property conserved hereby may not be converted or directed to any uses other than those provided herein.

c. Holder acknowledges that the following rights relating to the uses and practices on the Property are consistent with this Conservation Easement, and the uses and practices shall not be precluded, prevented or unreasonably limited by this Conservation Easement other than the requirements, if any, of notice to and/or prior approval of Holder where specifically provided herein which approval shall not be unreasonably withheld or delayed:

1) Livestock grazing, consistent with the manner of existing grazing and the Pima County Range Management Standards and Guidelines.

2) Shrub removal as reasonable and necessary for fencing or maintaining utility easements, livestock developments, and residential needs necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.

3) The use of existing corrals, barns, outbuildings, or ranch dumpsites reasonable and necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.

4) The construction of replacement corrals, barns, outbuildings, residences or other structures on the existing disturbed sites necessary for permitted ranching operations, provided they do not compromise the Conservation Values of the Property.

5) Use of water from designated water developments or natural sources for on-site domestic, livestock watering, fire-fighting, or dust control that is not excessive or inconsistent with historic and traditional uses of the Property.

6) Fire protection and prescribed fire activities, with written approval of Holder, for areas exceeding 10 or more acres.

7) New or replacement fencing necessary for permitted ranching and farming operations provided the fencing allows safe passage of wildlife.

8) Use of herbicides or pesticides in the residence area, or in barns, corrals, or other livestock confinements or for the control of invasive plants.

9) Replacement of existing wells, pumps, pipelines, windmills and storage tanks as necessary for permitted ranching operations on the Property along with repair of existing water developments.

10) Construction of new roads where necessary to enhance or protect Conservation Values on the Property or to facilitate permitted livestock-related activities upon agreement of Holder.

11) Construction of trails for non-motorized, passive recreation including hiking, horseback riding, swimming, picnicking, and bird watching upon approval of the Holder.

12) Construction of additional residences and approved associated improvements necessary for permitted ranching operations on the Property, provided they are limited to a cumulative impact footprint of ten (10) acres, and further provided they are located outside the 100 year flood zone of Agua Verde Creek or on location(s) identified with prior written County concurrence. Any such construction must also be in compliance with all applicable laws, permit requirements, and rules and regulations including but not limited to zoning regulations.

13) Grantor shall not utilize the Property in a manner that is inconsistent with the purposes of this Conservation Easement or that negatively impacts the Conservation Values.

6. Prohibited Uses and Practices: Grantor expressly agrees and states that the following uses and practices, though not an exhaustive or complete list, are specifically prohibited under the terms of the Conservation Easement and are, per se, defaults under the terms of this Conservation Easement, unless otherwise specifically permitted herein.

a. Constructing or placing of any additional buildings on the Property, except construction of additional residences as provided in Paragraph (5)(c)(12), and Associated Improvements.

b. Construction or placement of any multiple-unit housing, utility corridors, through-roads or rights-of-way, campgrounds, racetracks, motocross courses, golf courses, skate or recreational vehicle parks, mud runs, condominiums, time-share units, trailer parks, mobile homes, high-intensity lighting, motels or hotels, billboards, towers,

power generation or transmission facilities, antennas or equipment for telecommunications and/or radar, or use of the Property as an aircraft or helicopter landing site except in an emergency.

c. Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Property authorized herein.

d. Severing of surface or subsurface water rights associated with the Property, including the transfer, encumbrance, lease and sale of water rights.

e. Development of, or the granting of rights-of-way, access or easements for, roads or utilities including telecommunications facilities, except as necessary for permitted buildings.

f. Any paving of roads using asphalt or concrete.

g. Filing, excavating, dredging, mining, drilling, exploration or extraction of minerals, hydrocarbons, soils, sand, gravel, rock, or other materials on or below the surface of the Property, except as minimally necessary in connection with such activities as may be required in performing any activities permitted herein.

h. The storage, dumping, accumulation or disposal of toxic and/or hazardous materials, trash, ashes, garbage, waste or other unsightly or offensive material on the Property, including any actual or planned underground storage tanks for petroleum or other polluting substances, except permitted septic tanks.

i. Any surface collection or excavation of archaeological artifacts and/or materials.

j. The introduction of invasive, non-native plant species or exotic animals other than domestic animals.

k. Pumping of groundwater for other than currently existing or permitted uses on the Property as provided for herein, except that any increases in groundwater pumping shall not be permitted that adversely affects the natural values of the Property.

l. Any commercial woodcutting.

m. Any removal of native plants, animals or natural vegetation for commercial purposes.

n. Any: (i) feeder pig operations, slaughtering, hog finishing operations, cattle feed lot operations, commercial feed lot; (ii) commercial raising of poultry in confined situations; or (iii) cattle feeding operation; provided that nothing herein shall prevent Grantor from seasonally containing livestock into an area for feeding or the

leasing of pasture for the grazing of livestock by others, subject to this Conservation Easement.

7. Baseline Monitoring Report. The Parties hereby acknowledge that a Baseline Documentation Report has been completed by a competent biologist familiar with the Property and its environs. The Parties have reviewed the Report and acknowledge that it is an accurate description of the physical and biological condition of the Property at the time of the grant of this Conservation Easement. In the event a controversy arises with respect to the nature and extent of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other information to assist in the resolution of that controversy.

8. Defaults and Remedies:

The Parties will use the following process to resolve disputes regarding compliance with the terms of this Conservation Easement:

8.1. If a dispute arises between the Parties with respect to this Conservation Easement, Grantor and Holder agree to use nonbinding arbitration to attempt to resolve the dispute. Grantor agrees not to proceed with any proposed use or activity pending resolution of the dispute. The arbitrator shall be mutually approved. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Nothing herein shall be interpreted to prevent Holder from resorting to judicial proceedings for injunctive relief or otherwise to prevent imminent harm to the Conservation Values or to enjoin a violation pursuant to paragraph 8.2.

8.2. If either party is in breach of the terms of the Conservation Easement, the breaching party shall be given written notice of such breach and a demand to take corrective action sufficient to cure the breach and, where the breach involves injury to the Property resulting from any activity inconsistent with the purpose of the Conservation Easement, to restore the portion of the Property so injured. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, or under circumstances where the breach cannot reasonably be cured within a thirty (30) day period, fails to begin curing such a breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, then the non-breaching party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of the Conservation Easement, to enjoin the breach by temporary or permanent injunction, to recover any damages to which it may be entitled for breach of the terms of the Conservation Easement, including damages for any loss thereof, and to require the restoration of the Easement Property to the condition that existed prior to any such injury. If upon receipt of notice from the non-breaching party, the breaching party fails to cease the activity which caused the breach, the non-breaching party may bring immediate action at law or equity to enjoin the breach by temporary or permanent injunction.

8.3 Nothing contained in this Conservation Easement shall be construed to entitle either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond a party's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the respective party under emergency conditions to prevent, abate, or mitigate significant injury to the encumbered land resulting from such cause or from highway accidents.

8.4 Enforcement of the terms of this Conservation Easement shall be at the discretion of each party, and any forbearance by a party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any such party's rights under this Conservation Easement. No delay or omission by a party in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

9. Public Access. Nothing contained in this Conservation Easement shall be construed as affording the public at large access to any part of the Property, except that the public shall have ingress and egress over the Property along alignments of existing dirt roads and trails that have been dedicated to the public, for the purpose of engaging in any properly permitted activity on the Property.

10. Costs, Insurance, Environmental, Taxes.

10.1 Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted under this Conservation Easement; and said construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

10.2 In the event Grantor is not exempt from paying, then Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), and shall furnish Holder with satisfactory evidence of payment upon request.

10.3 In the event Grantor elects, at its expense, at any time during the term of this Conservation Easement, to maintain a policy or policies of comprehensive general liability insurance, each such policy shall contain a provision that Holder shall be named as an additional insured. Within ten (10) days of issuance of any new policy, commitment or renewal, Grantor shall deliver a certificate of such policy, commitment or renewal to Holder.

10.4 If, at any time, there occurs, or has occurred, a new release in, on, or about the Property of any substance now or hereafter defined, listed or otherwise classified

pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or to the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Holder, in which case Holder shall be responsible therefor.

10.5 Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA").

10.6 Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its Supervisors, members, directors, officers, employees, attorneys, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, (excluding any portion of such liability attributable in whole or in part to the negligence or intentional acts of one or more of the Indemnified Parties); (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including without limitation, CERCLA, by any person other than any of the Indemnified Parties; and (iii) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise threatening to human health or the environment (excluding any portion of such liability attributable in whole or in part to one or more of the Indemnified Parties).

11. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Holder shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damage resulting therefrom. All expenses reasonably incurred shall be paid out of the amount recovered.

12. Subsequent Transfers. Prior to any transfer, sale, grant, conveyance, gift, deed, divestiture, lease, hypothecation, quitclaim, mortgage or other interest in the Property (collectively "Transfer"), Grantor shall provide written notice of the transfer to Holder at least thirty (30) days before the Transfer. Such notice shall contain the name and most

recent address known to Grantor of the entity that is the subject of the transfer in order for Holder to conduct its obligations and activities with the entity that is the subject of the transfer. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor conducts a transfer, including, without limitation, a leasehold interest.

13. Attorneys' Fees, Costs to Prevailing Party. In the event of a contested court action arising out of the terms of this Conservation Easement, the prevailing party shall be entitled to an award of attorneys' fees and costs against the losing party.

14. No Third Party Enforcement. The terms of this Conservation Easement shall not be enforced by any person who is not a party to this Conservation Easement. The Parties do not intend to cause or allow any person to claim to be a third party beneficiary with any right to enforce or interpret any terms of this Conservation Easement. There is not intended to be and there shall not be any private right of action in favor of any non-party person or entity to enforce or to prevent enforcement of any permission, prohibition or right granted or reserved by or under this Conservation Easement.

15. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

16. Cancellation. This Conservation Easement is subject to cancellation per A.R.S. Section 38-511.

17. No Subordination. Upon recordation in the records of the Pima County Recorder's Office, this Conservation Easement shall be deemed superior to all after-acquired property interests in the Property. Holder shall have no obligation to subordinate its rights and interests in this Conservation Easement to any party.

18. Release Upon Conveyance. The liabilities, duties or obligations of a party hereunder shall cease upon transfer or conveyance by such party of its interest in the Property, except that this provision shall in no way purport to release a party from liability for acts, omissions or events occurring prior to the time of such transfer or conveyance.

19. Recordation. The Parties shall record this instrument in timely fashion in the official records of Pima County, Arizona, and shall furnish the other with satisfactory evidence of same upon request.

20. Notices. Any notice, demand, request, consent, approval or other communication that either party desires or is otherwise required to give shall be in writing and either served personally, by facsimile, or sent by Certified Mail, Return Receipt Requested, as follows:

To Grantor: Phillip Mumford
2222 S. Halsted Street
Chicago, ILL 60608-4531

Copy to: John J. Brady
UDALL LAW FIRM, LLP
4801 E. Broadway Blvd., Suite 400
Tucson, AZ 85711

To County: Pima County Administrator
130 West Congress Street, 10th Floor
Tucson, AZ 85701
Telecopy: (520) 740-8171

Copy to: Manager
Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215
Telecopy: (520) 720-6763

And: Chief Civil Deputy
Pima County Attorney's Office
Civil Division
32 N. Stone Avenue, 21st Floor
Tucson, AZ 85701
Telecopy: (520) 620-6556

21. Amendment. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Holder may jointly amend the Conservation Easement; provided that no amendment shall be allowed that affects the qualification of the Conservation Easement under the Internal Revenue code or A.R.S. Sections 33-271 et. seq., as amended from time to time. Any such amendment shall be consistent with the purposes of the Conservation Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Conservation Easement, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be recorded in the official records of Pima County.

22. General Provisions.

22.1. Controlling Law, Venue. The laws of the State of Arizona govern the interpretation and performance of this Conservation Easement. Any court action pursuant to this Conservation Easement shall be brought in Arizona Superior Court in Pima County.

22.2. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to

persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22.3. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Conservation Easement.

22.4. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a perpetual servitude running with the Property.

22.5. Exhibits Incorporated. All Exhibits referred to in this Conservation Easement are attached to this Conservation Easement and are incorporated herein by this reference.

22.6. Effective Date. This Conservation Easement is effective and binding when fully executed by both Grantor and Holder.

22.7. Counterparts. This instrument may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all parties have executed at least one counterpart.

22.8. Recitals Incorporated. The Parties hereto acknowledge and agree that the Recitals stated above are true and correct as of the date hereof. The Parties specifically incorporate the Recitals into this Conservation Easement by this reference.

22.9 Heirs, Successors and Assigns Included. Except where otherwise expressly stated, the terms "Grantor" and "Holder" as used herein, shall be deemed to include, respectively, the Grantor, its executors, personal representatives, heirs, successors and assigns, and the Holder, its successors and assigns.

GRANTOR:

Phillip Mumford, a married man as his sole and separate property, who took title as an unmarried man

STATE OF IL)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on this 2 day of DEC, 2014, by Phil Mumford.

Notary Public

My Commission Expires:

OFFICIAL SEAL
DONALD J JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/27/14

ACCEPTED BY HOLDER:
PIMA COUNTY, ARIZONA

Sharon Bronson, Chair, Pima County Board of Supervisors

Date: DEC 16 2014

ATTEST:

Robin Brigode, Clerk of the Board

APPROVED AS TO FORM:

Tobin Rosen, Deputy Pima County Attorney, Civil Division

APPROVED AS TO CONTENT:

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

Order Number: 14420198

Exhibit A

PARCEL 1:

The West half of the following described property:

The South half of the North half of Section 14, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona; EXCEPT the Southeast Quarter of the Northeast Quarter of said Section 14; and

EXCEPT any mineral, oil and gas rights as reserved in Deeds recorded in Docket 3305, pages 449 and 450;

EXCEPT an interest in and to all the oil, gas and other minerals as conveyed in Docket 6783, page 911.

Jv arb: 3 and 8

PARCEL 2:

The South half of the North half of Section 14, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona; EXCEPT the Southeast Quarter of the Northeast Quarter of said Section 14; and

FURTHER EXCEPT the West half;

EXCEPT any mineral, oil and gas rights as reserved in Deeds recorded in Docket 3305, pages 449 and 450;

EXCEPT an interest in and to all the oil, gas and other minerals as conveyed in Docket 6783, page 911.

Jv arb: 7

PARCEL 3:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 00 degrees 05 minutes 14 seconds West along the Easterly line of Section 15, a distance of 1311.28 feet to the Southeast corner of the North half of the South half of Section 15;

Thence South 89 degrees 12 minutes 31 seconds West along the Southerly line of said North half of the South half of Section 15, a distance of 2772.26 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 89 degrees 12 minutes 31 seconds West, 1236.64 feet;

Thence North 00 degrees 30 minutes 36 seconds West, 945.10 feet;

Exhibit "A"

Order Number: 14420198

Thence South 85 degrees 20 minutes 08 seconds East, 348.65 feet;

Thence South 69 degrees 00 minutes 25 seconds East, 248.80 feet;

Thence South 35 degrees 45 minutes 31 seconds East, 175.28 feet;

Thence South 72 degrees 09 minutes 47 seconds East, 344.30 feet;

Thence South 62 degrees 06 minutes 36 seconds East, 138.26 feet;

Thence North 77 degrees 19 minutes 34 seconds East, 183.38 feet;

Thence South 48 degrees 35 minutes 37 seconds East, 45.18 feet;

Thence South 21 degrees 53 minutes 13 seconds East, 62.02 feet;

Thence South 15 degrees 16 minutes 29 seconds West, 467.45 feet to the TRUE POINT OF BEGINNING .

Jv arb: 11

PARCEL 4:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 00 degrees 05 minutes 14 seconds West along the Easterly line of Section 15, a distance of 614.44 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 00 degrees 05 minutes 14 seconds West, 696.83 feet to the Southeast corner of the North half of the South half of Section 15;

Thence South 89 degrees 12 minutes 31 seconds West along the Southerly line of said North half of the South half of Section 15, a distance of 1371.12 feet;

Thence North 00 degrees 50 minutes 04 seconds West, 570.22 feet;

Thence North 69 degrees 28 minutes 57 seconds East, 335.94 feet;

Thence North 89 degrees 16 minutes 39 seconds East, 431.53 feet;

Thence North 36 degrees 45 minutes 58 seconds East, 88.78 feet;

Thence North 51 degrees 52 minutes 31 seconds East, 44.24 feet;

Thence North 82 degrees 50 minutes 05 seconds East, 61.93 feet;

Order Number: 14420198

Thence South 86 degrees 27 minutes 16 seconds East, 125.57 feet;

Thence South 80 degrees 39 minutes 01 seconds East, 157.42 feet;

Thence South 76 degrees 08 minutes 04 seconds East, 210.30 feet to the TRUE POINT OF BEGINNING

Jv arb: 13

PARCEL 5:

All that portion of the North half of the South half of Section 15, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona, and being more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 15, thence South 89 degrees 18 minutes 39 seconds West along the Northerly line of the North half of the South half of Section 15, a distance of 4022.53 feet;

Thence South 00 degrees 30 minutes 36 seconds East, 373.20 feet;

Thence South 85 degrees 20 minutes 08 seconds East, 348.65 feet;

Thence South 69 degrees 00 minutes 25 seconds East, 248.80 feet;

Thence South 35 degrees 45 minutes 31 seconds East, 175.28 feet;

Thence South 72 degrees 09 minutes 47 seconds East, 344.30 feet;

Thence South 62 degrees 06 minutes 36 seconds East, 138.26 feet;

Thence North 77 degrees 19 minutes 34 seconds East, 183.38 feet;

Thence South 48 degrees 35 minutes 37 seconds East, 45.18 feet;

Thence South 21 degrees 53 minutes 13 seconds East, 62.02 feet;

Thence South 15 degrees 16 minutes 29 seconds West, 467.45 feet to a point on the Southerly line of the North half of the South half of Section 15;

Thence North 89 degrees 12 minutes 31 seconds East along said southerly line, 1401.14 feet;

Thence North 00 degrees 50 minutes 04 seconds West, 570.22 feet;

Thence North 69 degrees 28 minutes 57 seconds East, 335.94 feet;

Thence North 89 degrees 16 minutes 39 seconds East, 431.53 feet;

Order Number: 14420198

Thence North 36 degrees 45 minutes 58 seconds East, 88.78 feet;

Thence North 51 degrees 52 minutes 31 seconds East, 44.24 feet;

Thence North 82 degrees 50 minutes 05 seconds East, 61.93 feet;

Thence South 86 degrees 27 minutes 16 seconds East, 125.57 feet;

Thence South 80 degrees 39 minutes 01 seconds East, 157.42 feet;

Thence South 76 degrees 08 minutes 04 seconds East, 210.30 feet to the Easterly line of said North half of the South half of Section 15;

Thence North 00 degrees 05 minutes 14 seconds East, 614.44 feet to the TRUE POINT OF BEGINNING

Jv arb: 14

PARCEL 6A:

The Southeast Quarter of the Northeast Quarter of Section 16, Township 16 South, Range 17 East, Gila and Salt River Meridian, Pima County, Arizona.

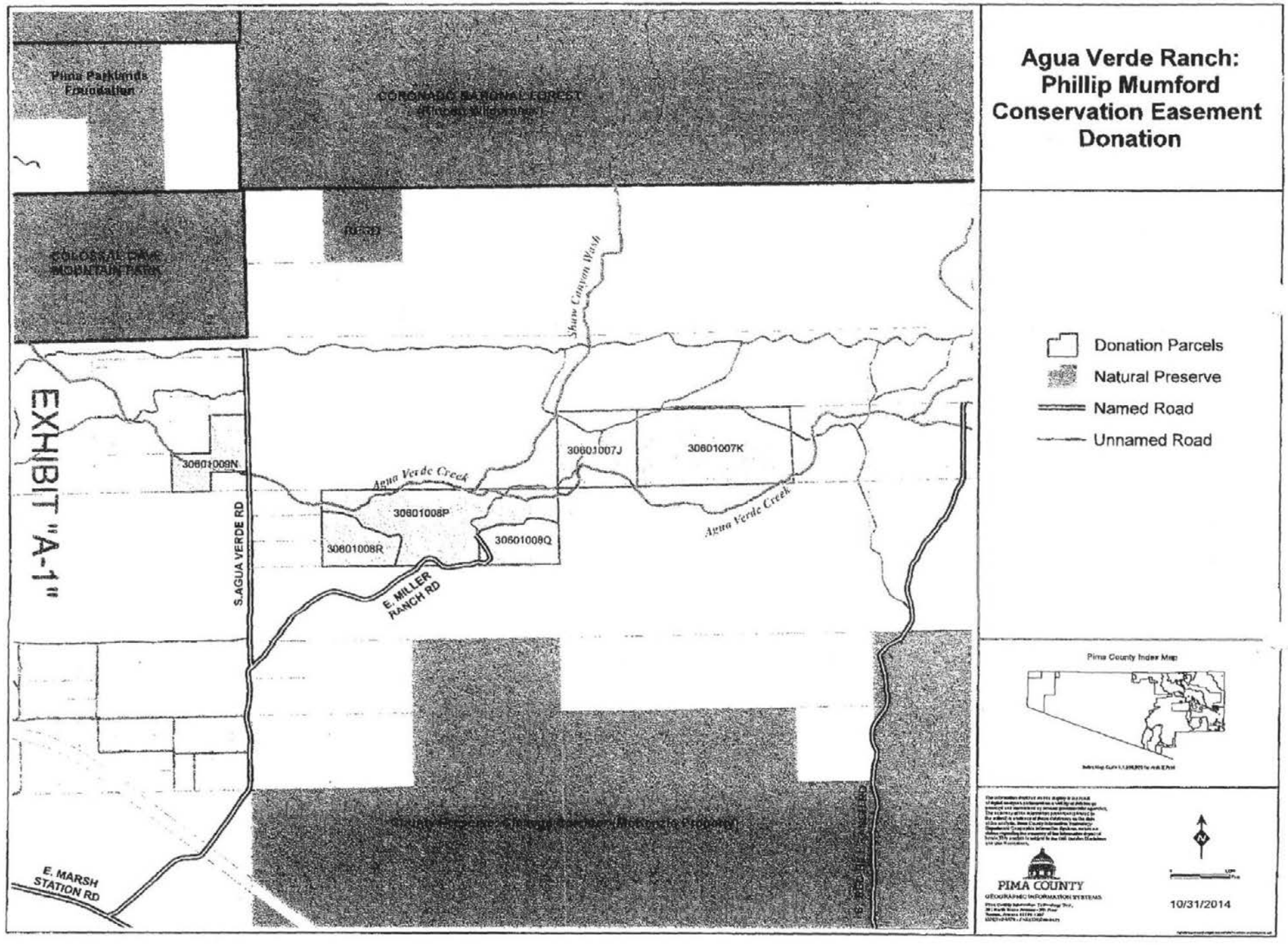
EXCEPT the Northwest Quarter of the Southeast Quarter of the Northeast Quarter and EXCEPT the South 330 feet of the East 660 feet of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 16, Township 16 South, Range 17 East.

PARCEL 6B:

A non-exclusive easement for ingress and egress over the North 20 feet of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 16;

AND

A non-exclusive easement for ingress and egress over the East 20 feet of the Southeast Quarter of the Northeast Quarter of said Section 16.


Agua Verde Ranch:
Phillip Mumford
Conservation Easement
Donation
Donation Parcels
Natural Preserve
Named Road
Unnamed Road
EXHIBIT "A-1"
Pima Parklands Foundation
CORONADO NATIONAL FOREST
COLOSSAL CAVE MOUNTAIN PARK
RFCD
Sharp Canyon Wash
30601009N
30601008P
30601008R
30601008Q
30601007J
30601007K
Agua Verde Creek
Agua Verde Creek
S.AGUA VERDE RD
E. MILLER RANCH RD
E. MARSH STATION RD
Pima County Index Map
PIMA COUNTY
GEOGRAPHIC INFORMATION SYSTEMS
10/31/2014

Mumford Ranch
Conservation Easement

Baseline Documentation Report



December 2014

Prepared by:

Iris Rodden
Pima County Natural Resources Parks & Recreation
3500 W. River Road
Tucson, AZ 85741

Exhibit "B"

PROPERTY LOCATION

The property proposed for a Conservation Easement is approximately 262 acres, comprised of Parcel numbers 306-01-009N, 306-01-007K, 306-01-008P, 306-01-007J, 306-01-008Q, and 306-01-008R (Figure 1). This property is located in the Agua Verde Creek area, just north of Pima County owned McKenzie (Figure 2) within the Biological Core and Important Riparian Area categories.

PROPERTY DESCRIPTION

The property is comprised of 6 parcels that are located along the Agua Verde Creek in Sections 14, 15 and 16, Township 16 South, Range 17 East, Pima County, Arizona, sloping broadly from the Rincon Mountain foothills in the north and east down towards the west. The Agua Verde Creek is an ephemeral drainage that runs from east to west through the conservation easement, originating in the Rincon Mountains and draining ultimately into Cienega Creek and the Pantano Wash. Elevations on the property range from 3,680 feet in the northeast upland, down to 3,560 in the drainage bottom, and back up to 3,600 in the southwest upland.

Vegetation

Uplands in the northeastern and southwestern portions of the property contain calcareous soils and can be characterized as Semidesert Grassland[1]. The upland plant community in this area is diverse and dominated by creosote bush (*Larrea tridentata*), ocotillo (*Fouquieria splendens*) and banana yucca (*Yucca baccata*). Prickly pear (*Opuntia* sp.), whitethorn acacia (*Acacia constricta*) and velvet mesquite (*Prosopis velutina*) are other common midstory/overstory species, and mixed cacti, shrubby coldenia (*Tiquilia canescens*), desert zinnia (*Zinnia acerosa*) and annual grasses and forbs are common in the understory. See Table 1a for list of plants noted in the uplands during the site visit.

Agua Verde Creek

The Agua Verde Creek flows through the entire easement with the exception of upland Parcels 306-01-008R and 306-01-008Q. There was no surface water present in the creek within these parcels during the site visit with the sole exception of the southeastern corner of Parcel 306-01-007K.

The creek bottom is mostly lined with mesquite, ash (*Fraxinus velutina*), and a few cottonwoods (*Populus fremontii*) and Arizona walnuts (*Juglans major*). The adjacent riparian floodplain is dominated by mesquite, whitethorn acacia, netleaf hackberry (*Celtis reticulata*), and littleleaf sumac (*Rhus microphylla*), with various grasses and forbs providing ground cover. Table 1b is a list of species found on the riparian and floodplain areas of the property during the site visit.

Structures

There are three water towers in the uplands north of the entrance gate (Photo 7). There is a complex of structures, including a house and associated barns and corrals in the lowlands along the south bank of the Agua Verde in the central Parcel 306-01-008P. A small buried cistern was noted in western Parcel

[1] Brown, David, ed., 1994, Biotic Communities: Southwestern United States and Northwestern Mexico, Salt Lake City: University of Utah Press

306-01-009N (Photo 2). There is also a small corral on the north bank of the Creek in the far southeastern corner of the property.

Property Condition

The riparian corridor in this area is suffering from the effects of long-term drought and a falling water table, and many of the larger trees are dying (Photos 6, 12, 13). Particularly affected species include cottonwood, velvet ash, and Arizona walnut. It is likely that over time these mesoriparian tree species will be replaced by more xeric ones such as velvet mesquite, hackberry, and acacias. Bermuda grass (*Cynodon dactylon*) is the most common invasive species in this area, with scattered instances of stinking lovegrass (*Eragrostis cilianensis*) London rocket (*Sisymbrium irio*), and buffelgrass (*Pennisetum ciliare*).

Upland areas are in fairly good condition. Although there is evidence of historical grazing on the property, there were no cattle present at the time of the site visit. There is a single horse that has been free-ranging across the property. Most of the impacts appear to be in the form of non-native and exotic species that have established and are spreading due to previous disturbances and grazing activities. The most common non-native species is Lehmann's lovegrass (*Eragrostis lehmanniana*), with a few instances of buffelgrass, stinking lovegrass, African lovegrass (*Eragrostis echinochloidea*), African sumac (*Rhus lancea*), and feathery cassia (*Senna artemisioides*). See Table 1 for a complete list of plants noted during the site visit.

The creek bottom in the southeast corner of Parcel 306-01-007K has been altered with earth-moving equipment to create a water retention berm and pond in the channel (Photos 16-18). These modifications are recent and were, in fact, in process during the site visit on November 20. It is unclear what if any effect these modifications will have on downstream conditions.

PHOTOS

Photos were taken at various locations across the Conservation Easement. The locations of the photo points were not physically marked, but their locations were recorded with a hand held GPS unit in datum UTM NAD83. The direction in which each photo was taken, and a description of the photo, are noted in Table 2.

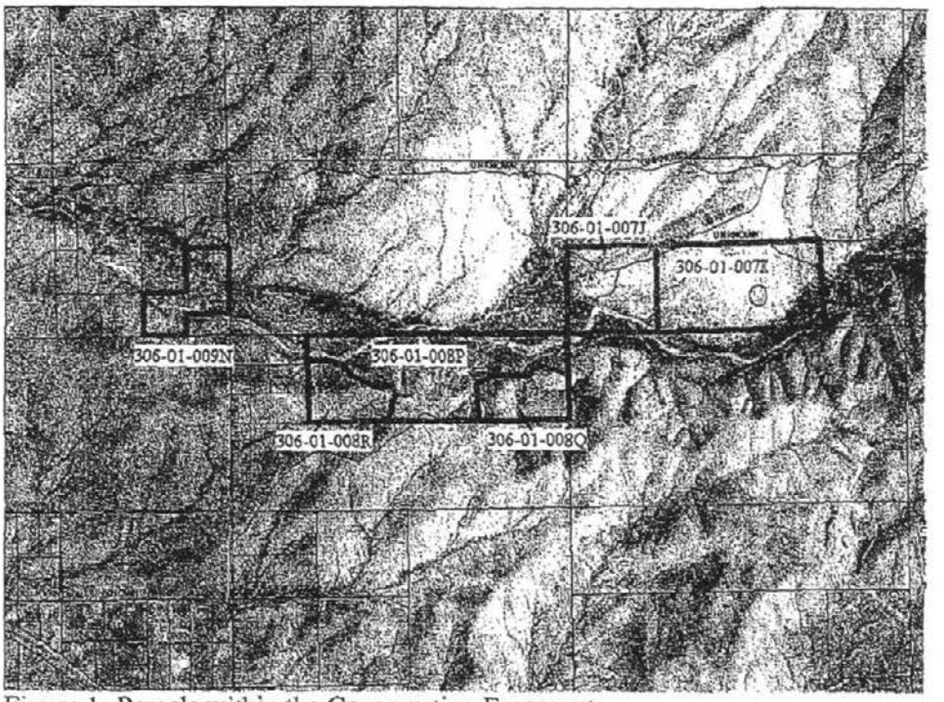


Figure 1: Parcels within the Conservation Easement

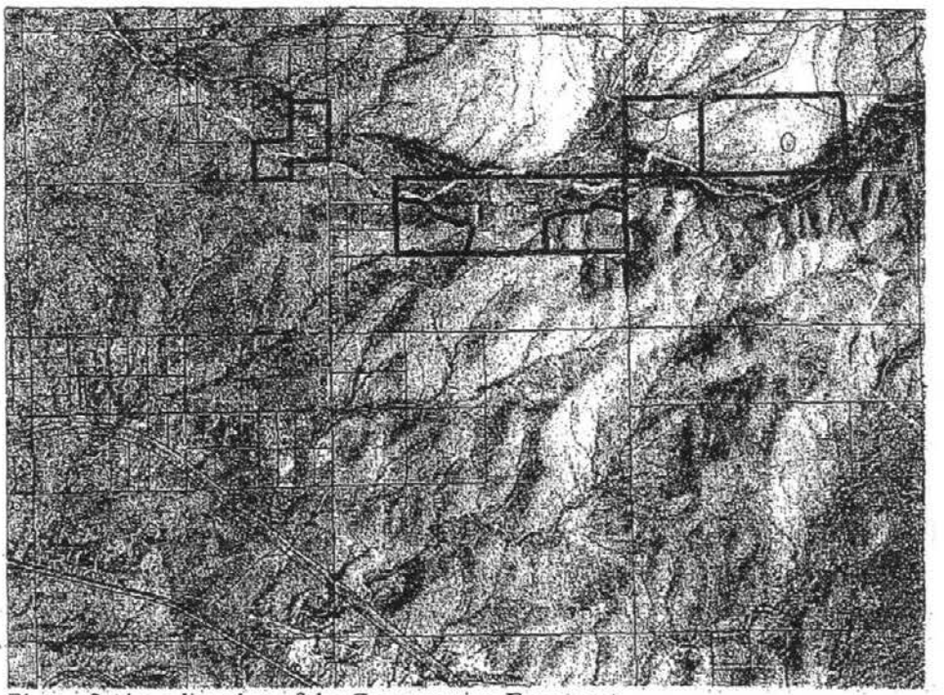

Figure 2: Area location of the Conservation Easement

Table 1a. Plants seen in upland areas	
Scientific name	**Common name**
Acacia constricta	whitethorn acacia
Acacia greggii	catclaw acacia
Acourtia nana	desert holly
Agave chrysantha	golden flowered agave
Allionia incarnata	trailing four o'clock
Aloysia wrightii	beebrush
Aristida purpurea nealleyi	blue threeawn
Ayenia filiformis	Trans-Pecos ayenia
Ayenia microphylla	dense ayenia
Bahia absinthifolia	silverleaf bahia
Bouteloua aristidoides	needle grama grass
Bouteloua curtipendula	sideoats grama grass
Bouteloua eriopoda	black grama grass
Bouteloua trifida	red grama grass
Caliandra eriophylla	fairyduster
Chamaesaracha sordida	hairy five eyes
Condalia warnockii	Warnock's condalia
Croton pottsii	leatherweed
Cylindropuntia leptocaulis	Christmas cholla
Cylindropuntia versicolor	staghorn cholla
Dalea pogonathera	bearded prairie clover
Dasylirion wheeleri	sotol
Echinocereus sp.	hedgehog cactus
Echinomastus erectrocentrus	needle-spined cactus
Enneapogon desvauxii	nine-awned pappus grass
Ephedra trifurca	Mormon tea
*Eragrostis echinochloidea**	African lovegrass
*Eragrostis lehmanniana**	Lehmann's lovegrass
Erioneuron pulchellum	fluffgrass
Ferocactus wislizeni	fishhook barrel cactus
Fouquieria spendens	ocotillo
Helhomeris longifolia	longleaf false goldeneye
Heteropogon contortus	tanglehead
Hibiscus denudatus	rock hibiscus
Krameria erecta	range ratany
Larrea tridentata	creosote
Menodora scabra	twinberry
Muhlenbergia porteri	bush muhly
Opuntia engelmannii	cactus apple
Opuntia phaeacantha	tulip prickly pear

Table 1a. Plants seen in upland areas	
Scientific name	**Common name**
Panicum hirticaule	Mexican panicgrass
Pappophorum vaginatum	pappus grass
Parkinsonia microphylla	littleleaf paloverde
Parthenium incanum	mariola
*Pennisetum ciliare**	buffelgrass
Plewraphis mutica	tobosa
Prospis velutina	velvet mesquite
Psilostrophe cooperi	Cooper's paperflower
*Rhus lancea**	African sumac
Rhus microphylla	littleleaf sumac
*Senna artemisiodes**	feathery cassia
Sphaeralcea laxa	caliche globemallow
Thamnosma texana	Dutchman's britches
Thymophylla pentachaeta	fiveneedle pricklyleaf
Tidestromia lanuginosa	woolymat
Tiquilia canescens	shrubby coldenia
Tridens mutica	slim tridens
Yucca baccata	banana yucca
Yucca elata	soaptree yucca
Zinnia acerosa	desert zinnia
Ziziphus obtusifolia	graythorn

*Denotes non-native species

Table 15. Plants seen in riparian and floodplain areas	
Scientific name	**Common name**
Acacia constricta	whitethorn acacia
Acacia greggii	catclaw acacia
Aloysia wrightii	beebrush
Amaranthus palmeri	carelessweed
Ambrosia confertiflora	slimleaf bursage
Aristida adscensionis	Sixweeks threeawn
Atriplex canescens	fourwing saltbush
Baccharis salicifolia	seep willow
Baccharis sarothroides	desert broom
Bahia absinthifolia	silverleaf bahia
Bouteloua aristidoides	needle grama grass
Bouteloua barbata	sixweeks grama grass
Celtis reticulata	netleaf hackberry
Chloris virgata	feather fingergrass
Clematis drummondii	Drummond's clematis
Commicarpus scandens	climbing wartclub
Cottea pappophoroides	cotta grass
Cylindropuntia spinosa	cane cholla
*Cynodon dactylon**	Bermuda grass
Dicliptera resupinata	Arizona foldwing
Digitaria californica	Arizona cottontop
Echinopepon wrightii	wild balsam apple
Enneapogon desvauxii	nine-awned pappus grass
*Eragrostis ciliaensis**	stinking lovegrass
Eragrostis pectinacea	tufted lovegrass
Erodium cicutarium	redstem filaree
Fraxinus velutina	velvet ash
Gutierrezia microcephalu	threadleaf snakeweed
Ipomaea sp.	morningfory vine
Juglans major	Arizona walnut
Larrea tridentata	creosote
Leptochloa dubia	green sprangletop
Leptochloa filiformis	red sprangletop
Machaeranthera tagetina	mesa tansyaster
*Malva parviflora**	cheeseweed
*Marrubium vulgare**	horehound
Mimulus guttatus	monkeyflower
Muhlenbergia porteri	bush muhly
Muhlenbergia rigens	deergrass

Table 1b. Plants seen in riparian and floodplain areas	
Scientific name	**Common name**
Panicum hirticaule	Mexican panicgrass
Pappophorum vaginatum	pappus grass
*Pennisetum ciliare**	buffelgrass
Physalis sp.	ground cherry
Polanisia dodecandra	clammyweed
Populus fremontii	cottonwood
Prosopis velutina	velvet mesquite
Psilostrophe cooperi	paperflower
Rhus microphylla	littleleaf sumac
Ruellia nudiflora	violet ruellia
Rumex hymenosepalus	canaigre
sedge sp.	sedge
Setaria macrostachya	plains bristlegrass
*Sisymbrium irio**	London rocket
Sporobolus wrightii	Wright's sacaton
Sporobulus contractus	spike dropseed
Tidestromia lanuginosa	woolymat
Verbecina encelioides	golden crownbeard
Xanthium strumarium	cocklebur
Yucca elata	soaptree yucca
Ziziphus obtusifolia	graythorn

*Denotes non-native species

Table 2: Photo Points		
Number	Location	Description
1	12 S 537331 3545438	Upland area in Parcel 306-01-009N; looking south.
2	12 S 537218 3545392	Buried cistern in Parcel 306-01-009N
3	12 S 536992 3545138	Upland area in Parcel 306-01-009N; looking northeast
4	12 S 537104 3545159	Extensive area of bermuda grass near Agua Verde channel
5	12 S 537207 3545186	Agua Verde channel in Parcel 306-01-009N; looking upstream
6	12 S 537207 3545186	Agua Verde channel in Parcel 306-01-009Ns; looking downstream
7		Water towers on hilltop
8	12 S 538588 3545027	Agua Verde channel in Parcel 308-01-008P; looking upstream
9	12 S 538588 3545027	Agua Verde channe in Parcel 308-01-008P; looking downstream
10	12 S 537842 3545048	Riparian floodplain in Parcel 308-01-008P; looking northeast
11	12 S 538296 3545013	Fenced pasture north of house; looking south to dirt tank
12	12 S 538801 3545001	Agua Verde channel east of house in Parcel 308-01-008P with dying cottonwood in view; looking upstream
13	12 S 538987 3545112	Dying ash tree near Agua Verde channel in Parcel 308-01-007J
14	12 S 539966 3545324	Limy upland in Parcel 308-01-007K with dying mesquites; looking west
15	12 S 540091 3545230	Dense riparian floodplain southeast corner of Parcel 308-01-007K; looking west
16	12 S 540098 3545109	Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking southwest
17	12 S 540098 3545109	Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking south
18	12 S 540083 3545090	Agua Verde channel retention berm, looking northeast
19	12 S 539640 3545305	Limy upland in Parcel 308-01-007K with banana yucca stand; looking northwest
20	12 S 538940 3544891	Looking over the Agua Verde flowing downstream through Parcel 308-01-008P

Locations recorded in UTM NAD83 datum

Site photos:

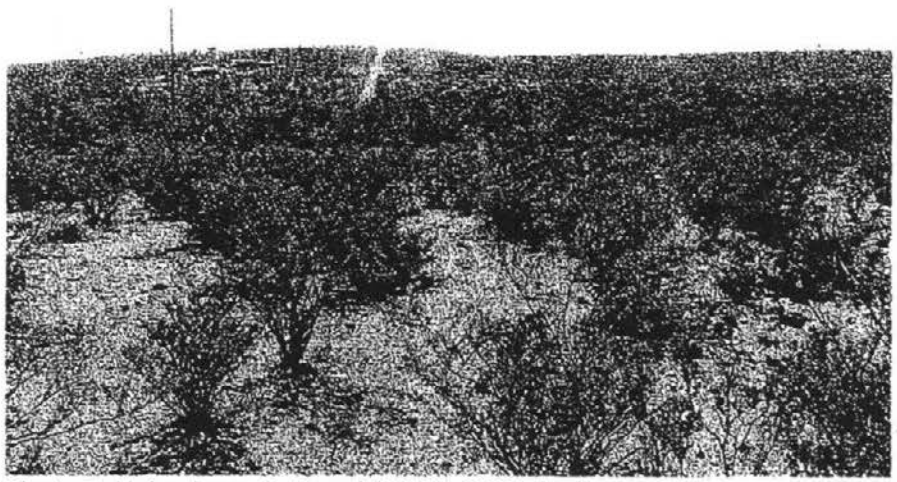


Photo 1: Upland area in Parcel 306-01-009N; looking south.

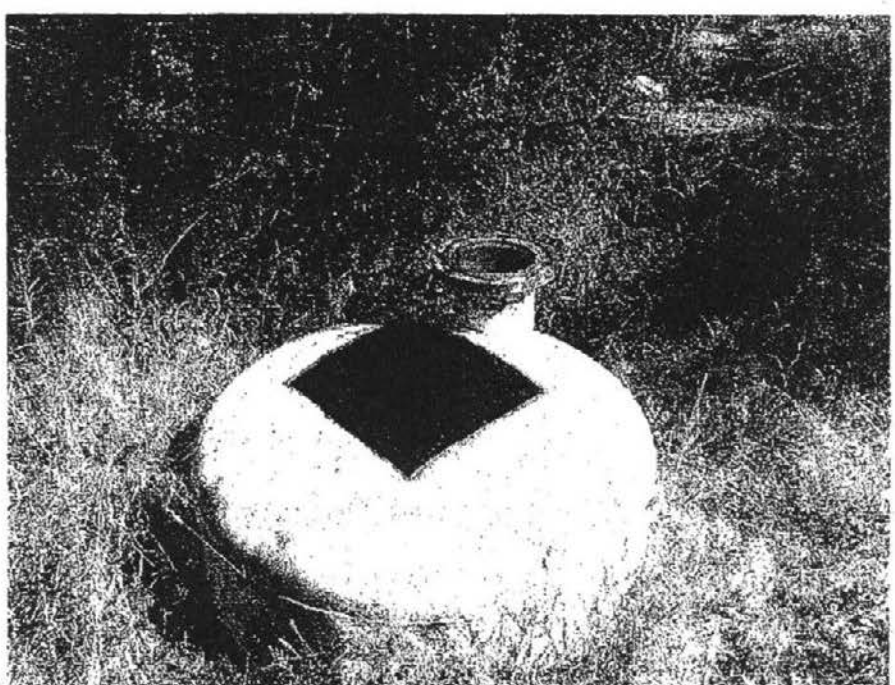


Photo 2: Buried cistern in Parcel 306-01-009N

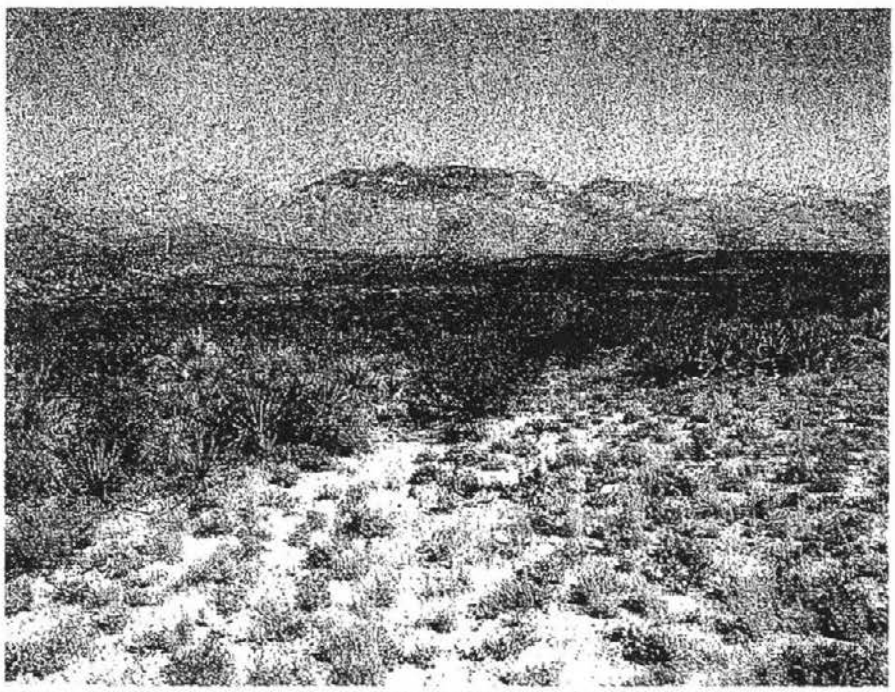


Photo 3: Upland area in Parcel 306-01-009N; looking northeast



Photo 4: Extensive area of bermuda grass near Agua Verde channel



Photo 5: Agua Verde channel in Parcel 306-01-009N; looking upstream



Photo 6: Agua Verde channel in Parcel 306-01-009Ns; looking downstream

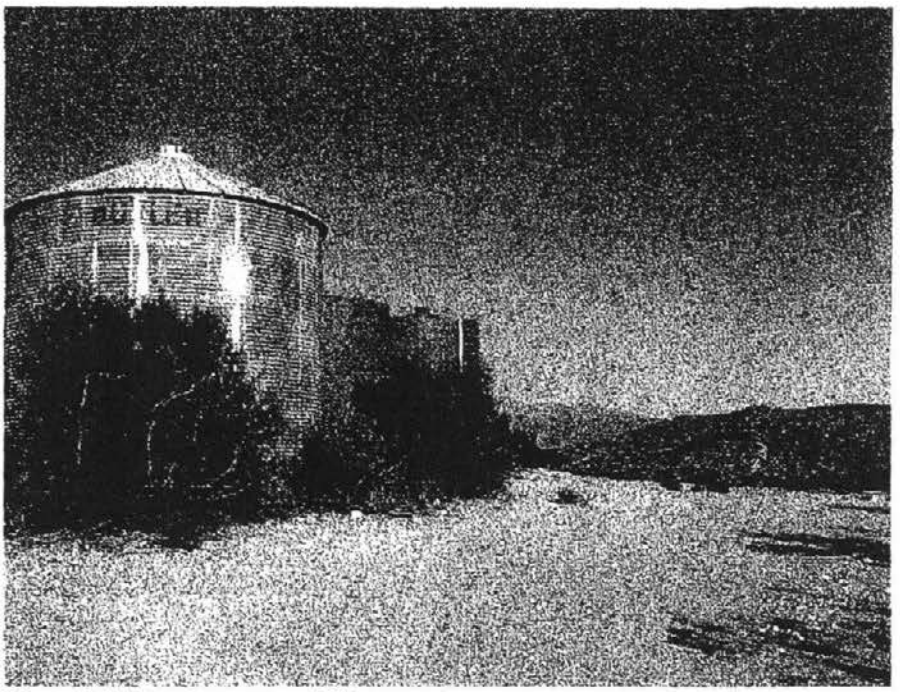


Photo 7: Water towers on hilltop



Photo 8: Agua Verde channel in Parcel 308-01-008P; looking upstream



Photo 9: Agua Verde channel in Parcel 308-01-008P; looking downstream

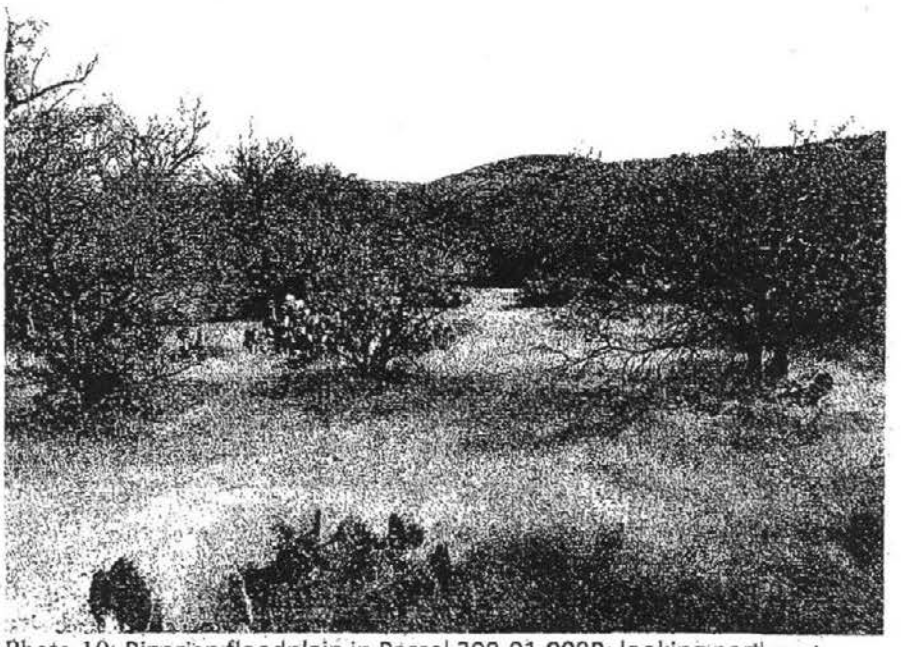


Photo 10: Riparian floodplain in Parcel 308-01-008P; looking northeast

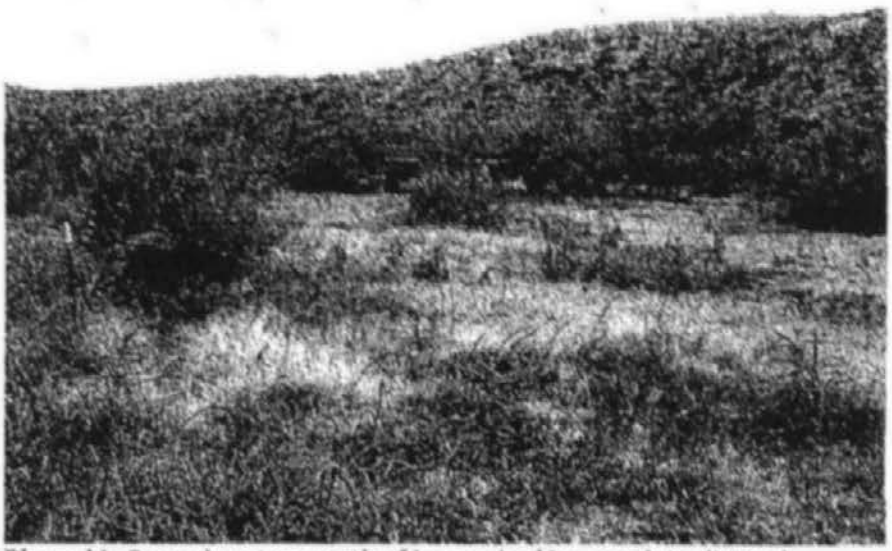


Photo 11: Fenced pasture north of house; looking south to dirt tank

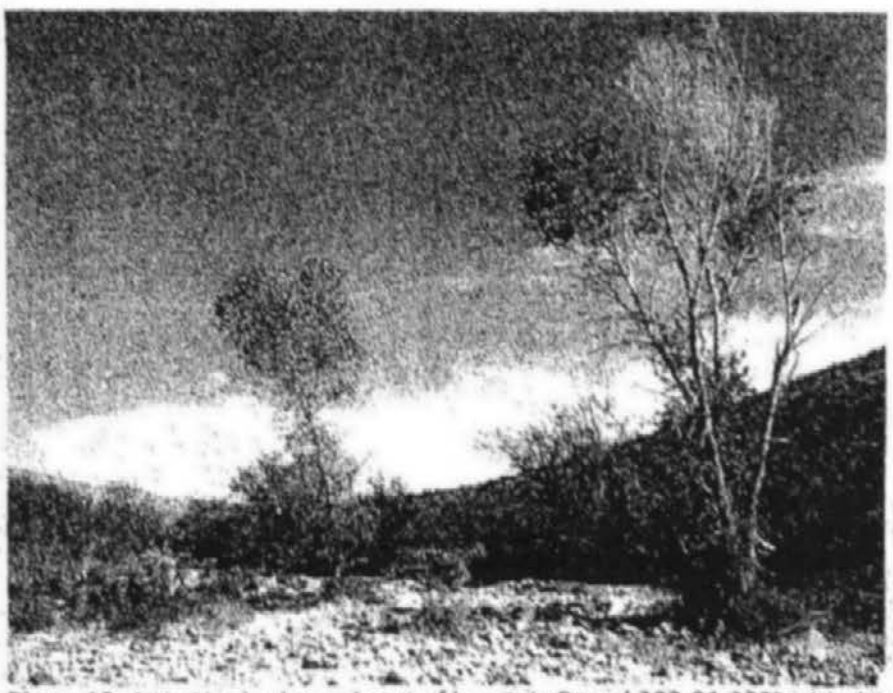


Photo 12: Agua Verde channel east of house in Parcel 308-01-008P with dying cottonwood in view; looking upstream

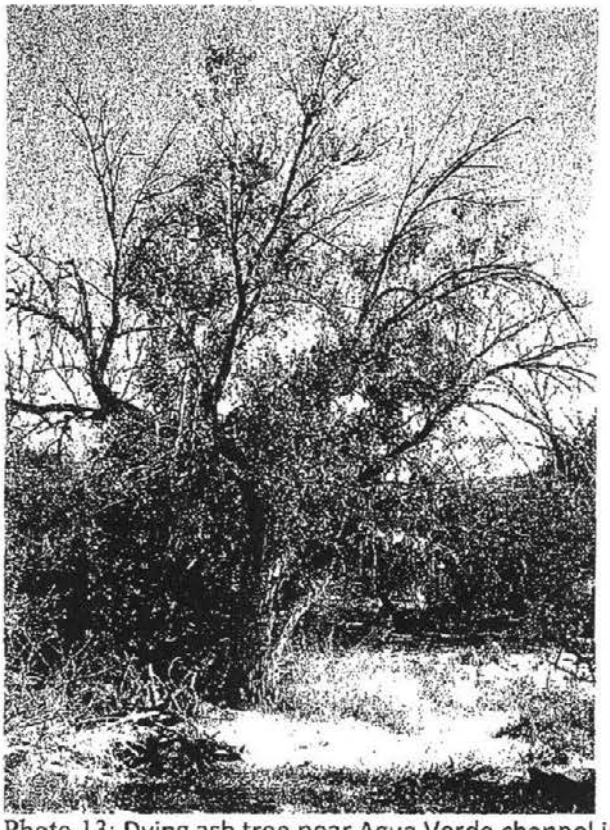


Photo 13: Dying ash tree near Agua Verde channel in Parcel 308-01-007J

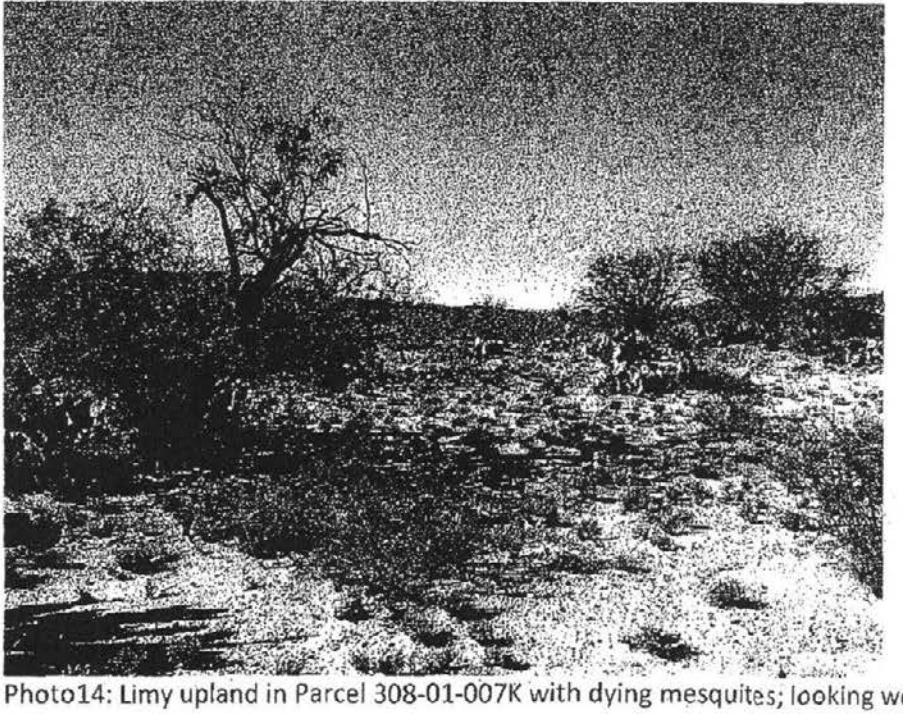


Photo14: Limy upland in Parcel 308-01-007K with dying mesquites; looking west



Photo 15: Dense riparian floodplain southeast corner of Parcel 308-01-007K; looking west



Photo 16: Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking southwest



Photo 17: Agua Verde channel with water retaining berm and signs of recent construction in southeast corner of Parcel 308-01-007K; looking south

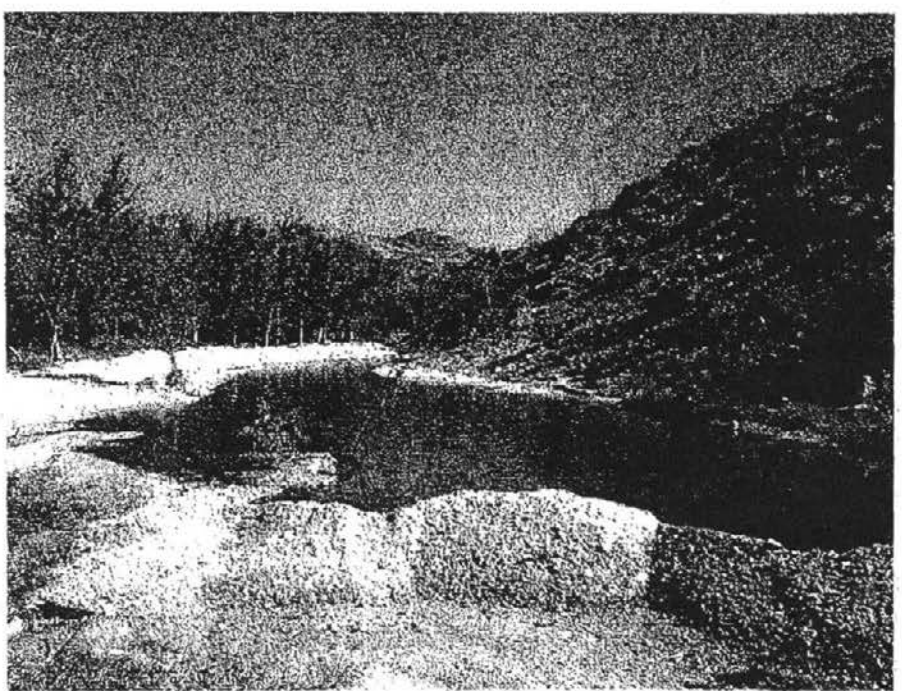


Photo 18: Agua Verde channel retention berm, looking northeast

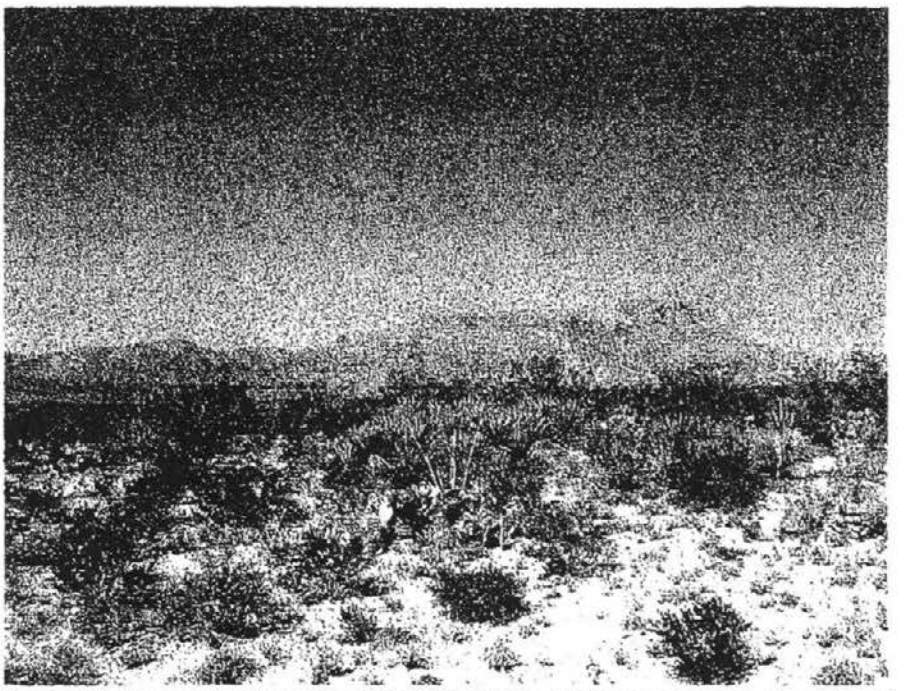


Photo 19: Limy upland in Parcel 308-01-007K with banana yucca stand; looking northwest

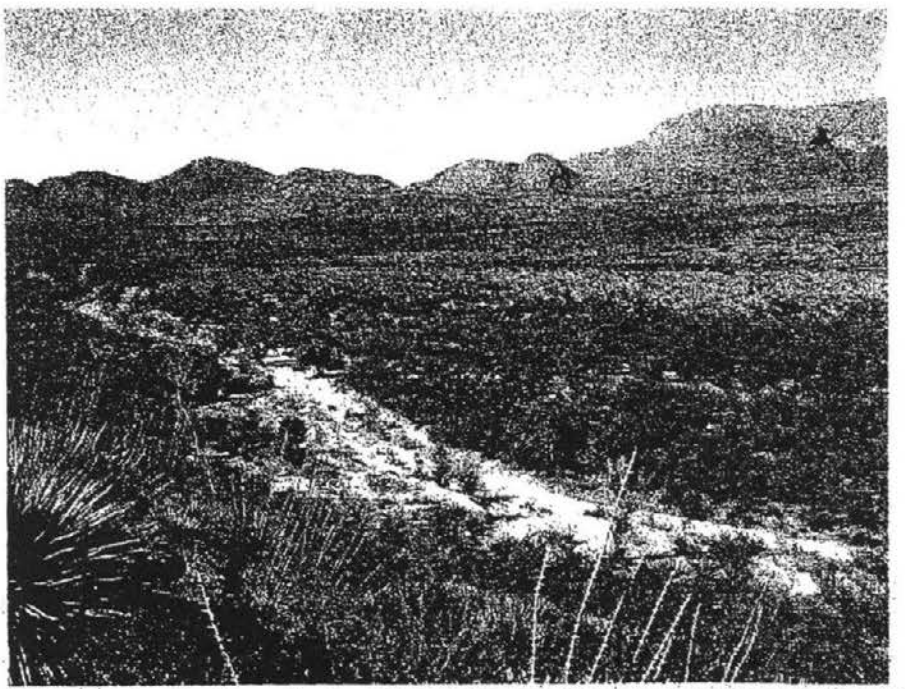


Photo 20: Looking over the Agua Verde flowing downstream through Parcel 308-01-008P

Appendix B. Wendt Property Conservation Easement

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PIMA CO CLERK OF THE BOARD
PICKUP

PAGE: 3148
NO. OF PAGES: 11
SEQUENCE: 20060800655
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PICKUP
AMOUNT PAID $ 0.00

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made by Gene I. Wendt and Marvyl M. Wendt, Co-trustees of the Gene I. Wendt and Marvyl M. Wendt Revocable Trust dated November 4, 1992 ("Grantor"), to the Rincon Institute, an Arizona nonprofit corporation, whose address is 7650 E. Broadway Blvd., Suite 203, Tucson, Arizona 85710 (the "Grantee").

WHEREAS, the management of private lands to protect and enhance natural, scenic, and open space resources benefits the general public; and

WHEREAS, Grantor is the owner in fee simple of certain real property located in Pima County, Arizona, more particularly described in Exhibit A and depicted on Exhibit B attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property contains approximately 160 acres of land containing flora and fauna native to the Sonoran desert; and

WHEREAS, the property contains two four-acre building envelopes, as depicted on Exhibit B (the "Building Envelopes"), one of which ("Building Envelope A") is already improved with one masonry house, one three-stall masonry garage, one masonry pump house, an access driveway, two Mini-Mobil storage units, two masonry water reservoirs, (one located in the building envelope and one on the eastern boundary of the Property, with an access road for maintenance), and the other of which ("Building Envelope B") is currently unimproved; and

WHEREAS, outside the Building Envelopes, the Property remains in a substantially undisturbed, natural state and has significant natural, ecological, wildlife, open space, and scenic values; and

WHEREAS, the Property constitutes a valuable part of the natural resource system of the Posta Quemada Canyon and Wash (originally known as Mountain Springs Canyon), as well as the Rincon Wilderness, Colossal Cave Mountain Park, Coronado National Forest, Cienega Corridor, Saguaro National Park, and Cienega Creek Watershed; and

WHEREAS, the natural, ecological, wildlife, open space, and scenic values of the Property are of great importance to Grantor, Grantee, and the general public, and are worthy of protection; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land uses existing at the time of the recordation of this grant that do not significantly impair or interfere with those values; and

WHEREAS, Grantee is an Arizona charitable non-profit corporation qualified to hold conservation easements pursuant to the Arizona Conservation Easement Act, A.R.S. §§ 33-271 to 276, as amended, and is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986 (26 U.S.C. § 170(h)), as amended; and

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WHEREAS, Grantor previously granted a perpetual conservation easement to Pima County, a political subdivision of the State of Arizona (the "County") restricting all future uses exclusively to conservation purposes on the Property, which was recorded in Docket 9443, at Page 1112, Pima County Recorder's Office (the "Existing Easement"); and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee for no monetary compensation the right to preserve and protect the conservation values of the Property in perpetuity (the "New Easement"); and

WHERAS, the Pima County Board of Supervisors has determined that preservation of the Property will be enhanced by creation of this New Easement in favor of Grantee, and is therefore willing to release the Existing Easement; and

WHEREAS, Grantee agrees by accepting this grant forever to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Property;

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, and pursuant to A.R.S. §§ 33-271 to 276 and the Internal Revenue Code of 1986 26 U.S.C. § 170(h)(1)-(6), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and to the County a third party right of enforcement of such easement. In consideration of being a third party beneficiary, the County hereby releases, extinguishes, and abandons all its right title and interest in the Existing Easement, which shall henceforth be of no further force or effect and shall not constitute an encumbrance on the Property.

Section 1.0. Purpose. The purpose of this New Easement is to assure that the Property will be retained in its natural, scenic, and open space condition in perpetuity and to prevent any use of the Property that will significantly impair or interfere with the natural, ecological, wildlife, open space, and scenic values of the Property. Grantor intends that this Easement will restrict the use of the Property in perpetuity to such activities as are consistent with the purposes of this Easement.

Section 2.0. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of this foregoing, the following activities and uses are expressly prohibited on the Property:

Section 2.1. Waste Disposal. Dumping of waste or debris on the Property.

Section 2.2. Surface Alterations. Any activity such as grading, land clearing (except for existing road maintenance and construction of one access road to Building Envelope B), placement of fill materials, or removal of trees (except removal of dead trees along access roads is permitted to reduce fire hazards) or other vegetation that causes or is likely to cause significant damage to the natural, scenic, or open space quality of the Property.

Section 2.3. Vehicles. Use of off highway vehicles anywhere on the Property other than an established road/easement.

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Section 2.4. Development. Development of the Property, including subdivision or lot splitting of the Property, except that the Property may be split to create one additional parcel containing Building Envelope B.

Section 2.5. Construction. Construction or placement of any additional buildings, permanent camping accommodations, mobile homes or billboards, except construction of a residence and associated outbuildings in Building Envelope B, as expressly permitted below.

Section 2.6. Water Rights. Severance of surface or subsurface water rights associated with the Property, including the transfer, encumbrance, lease and sale of water rights.

Section 2.7. Roads/Easements. Developing, or granting to others the right to use or develop, rights-of-way, or easements for roads or utilities, including telecommunications facilities, except as expressly permitted elsewhere in this document.

Section 2.8. Non-Native Species. The introduction of non-native fish or amphibians or other non-native organisms to or from catchments, tanks, springs or creeks; the introduction of non-native species of noxious or aggressive character that might adversely affect the natural values of the Property.

Section 2.9. Fertilizers. Storage and use of biocides and chemical fertilizers, except for limited residential use within enclosed yards. Aerial application of biocide or other chemicals is prohibited.

Section 2.10. Groundwater Use. Pumping of groundwater for other than on-site residential uses.

Section 2.11. Water Diversion. Any actual or planned diversion or pumping of water from any perennial spring or water course.

Section 2.12. Underground Tanks. Any actual or planned underground storage tanks for petroleum or other polluting substances, except already existing or permitted septic tanks.

Section 2.13. Utility Lines. Installation of any above ground utility lines, poles, micro-wave or similar towers. In the event Grid Power is desired on either Building Envelope A or B, all lines must be underground.

Section 3.0. Reserved Rights. Grantors reserve to themselves and their personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not either expressly prohibited herein or inconsistent with the purpose of this Easement.

Section 3.1. Limited Grazing. Limited grazing only as permitted by the Arizona State Land Department and provided it does not have an adverse effect on the environmental values on the Property.

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Section 3.2. Building Envelope B. It is preferred that the structures within Building Envelopes A and B be serviced by solar power, except that generator power may be used for pumping water only. In the even Grid Power is desired, all power lines must be underground/buried. Grantor may improve Building Envelop B with one masonary house not to exceed 2500 SF and limited to one story; one two-stall one story masonry garage; one 250-300 SF masonry pump house; and one access drive as shown on the attached Exhibit B. One well with a minimum 5000 gallon reservoir shall be permitted if the existing well on Building Envelope A is unavailable for use on Building Envelope B.

Section 3.3. Well. Grantor may deepen the existing well or drill for a new water well in the event of a failure of the existing well to provide an adequate water supply.

Section 4.0. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

Section 4.1. To identify, monitor, preserve, and protect in perpetuity the natural, ecological, wildlife, open space, and scenic values of the Property; and

Section 4.2. To enter upon the Property at reasonable times in order to inspect and to enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

Section 4.3. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by a prohibited activity or use.

Section 5.0. Access. No right of access by the general public to any portion of the Property is conveyed or created by this Grant of Conservation Easement.

Section 6.0. Grantee's Remedies. If Grantee determines that Grantor is in violation of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, restoration by Grantor of the portion of the Property so injured. Grantee may bring an action at law or in equity to enforce this Easement, to enjoin violation by temporary or permanent injunction, to recover damages to which it may be entitled for violation of this Easement or injury to any protected values, and to require the restoration of the Property to the condition that existed prior to any such injury. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Grantee may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Section 7.0. Costs of Enforcement. Any costs incurred by Grantee or County in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suits and attorney

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fees, and any costs of restoration necessitated by violation of the terms of this Easement, shall be reimbursed by Grantor promptly upon demand.

Section 8.0. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, but enforcement shall include at least one monitoring inspection per year. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver by Grantee of the right to enforce this Easement in the event of any future breach. Grantee shall deliver to Grantor and the County a copy of the report of each monitoring inspection.

Section 9.0. County's Third Party Right of Enforcement. County shall have the right to enforce the terms of this Easement just as if it were the Grantee hereunder, and shall have all the Grantee's rights and remedies contained in this Easement. In the event that Grantee loses its status as a non-profit corporation exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code (26 USC § 501(c)(3)), the Easement will remain valid and County shall be deemed to be the sole holder of the Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver by Grantee of the right to enforce this Easement in the event of any future breach.

Section 9.0. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation fire, flood, erosion, or storm, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

Section 10.0. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor shall pay when due any and all taxes, assessments, fees, and charges levied by competent authority on the Property. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

Section 10.1. Grantor's Environmental Warranty. Grantor warrants that, as of the date of execution of this Easement, Grantor has no actual knowledge of a release of threatened release of hazardous substances regulated or restricted by federal, state, or local law, or any contamination of the soil or groundwater on the Property caused by such hazardous substances.

Section 11.0. Condemnation. If this Easement is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee shall be entitled to receive compensation, if any, awarded for the taking of this Easement in accordance with applicable law.

Section 12.0. Assignment. This Easement is transferable, but Grantee may assign its interest in this Easement only to a "qualified organization" under section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder. As a condition of such assignment, Grantee shall require that the assignee expressly agree in writing that the conservation purposes that this grant is intended to advance shall

12791 0315

continue to be carried out following the assignment. Prior to assigning its interest in this Easement, Grantee shall obtain the prior written consent of Grantor and County. Any assignment without such consent shall be void and to no effect. Grantor and County shall not unreasonably withhold consent.

Section 13.0. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

Section 14.0. Recordation. Grantee shall record this instrument in timely fashion in the official records of Pima County, Arizona. This Easement Shall be effective upon such recordation.

Section 15.0. General Provisions.

Section 15.1. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing, and either served personally or sent by first class mail, postage prepaid, directed as follows

If to Grantor	If to Rincon	If to County
Gene I. and Marvyl M. Wendt Revocable Trust 18000 East Papago Springs Road P.O. Box 326 Vail, Arizona 85641	Rincon Institute 7650 E. Broadway Blvd #203 Tucson, Arizona 85710	County Administrator 130 West Congress St. Tucson, Arizona 85701 AND Director, Pima County Natural Resources Parks and Recreation Department 3500 W. River Road Tucson, Arizona 85741

Section 15.2. Joint Obligation. The obligations imposed by this Easement upon Grantor, or successor owner of the Property, shall be joint and several.

Section 15.3. Grant in Perpetuity. The Easement herein granted shall be a burden upon and shall run with the Property in perpetuity and shall bind Grantor, the Grantor's respective personal representatives, heirs, successors, and assigns forever.

Section 15.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Arizona Conservation Easement Act, A.R.S. §§ 33-271 to 276, as amended. If any provision of this instrument is found to be

12791 0315

ambiguous, invalid, or unenforceable, an interpretation consistent with the purpose of this Easement that would render the provision valid and enforceable shall be favored over any interpretation that would render it invalid or unenforceable.

Section 15.5. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found to be invalid, shall not be affected.

Section 15.6. Entire Agreement. This instrument sets forth the entire agreement among the parties with respect to this Easement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of Apr. 1, 2006.

GRANTOR

Gene I. & Marvyl M. Wendt Revocable Trust,
Co-Trustees of the Gene I. & Marvyl M. Wendt Revocable Trust dated November 4, 1992

Gene I. Wendt,
Co-Trustee of the Gene I. Wendt and
Marvyl M. Wendt Revocable Trust dated
November 4, 1992

Date: 05 April, 2006

Marvyl M. Wendt,
Co-Trustee of the Gene I. Wendt and
Marvyl M. Wendt Revocable Trust dated
November 4, 1992

Date: 05 April, 2006

The foregoing instrument was acknowledged
before me by Gene Marvl Wendt on April 5, 2006.

1279103154

GRANTEE

The Rincon Institute
An Arizona Nonprofit Corporation

By: for Mary Kaini Rosenberg, Vice Chair
Mary Elizabeth Pollard, Board Chair

Date: 4/05, 2006

The foregoing instrument was acknowledged before me on April 5, 2006 by Mary Elizabeth Pollard, Board Chair of the Rincon Institute, an Arizona nonprofit corporation, on behalf of the Corporation.

Notary Public

OFFICIAL SEAL
VIRGINIA Y. MOLINA
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires Jan. 8, 2009

My Commission expires:

January 8, 2009.

PIMA COUNTY,

Passed by the Board of Supervisors of Pima County, this 18th day of April, 2006.

Chairman, Pima County Board of Supervisors

APR 18 2006

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

By: _____

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03813-06

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT

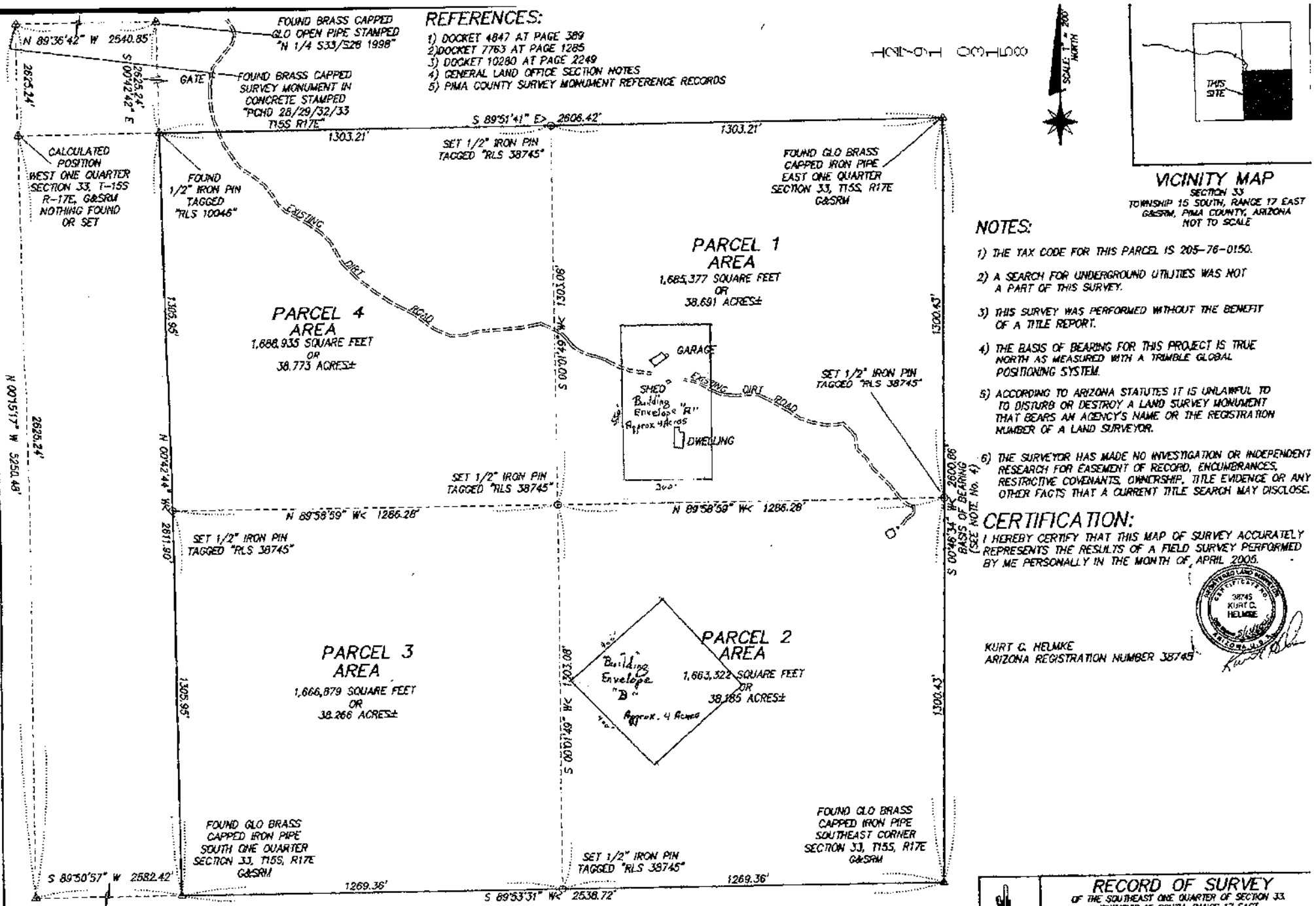
This Easement encompasses approximately 160 acres located in the SE1/4S33T15SR17E GSRM, Pima County Arizona. as described in the attached legal description, and shown on the attached site survey map (Exhibit B).

12791 0315

EXHIBIT B

Building Envelopes / Map(s) of Property

12791 0315



REFERENCES:

1) DOCKET 4847 AT PAGE 389
2) DOCKET 7763 AT PAGE 1285
3) DOCKET 10280 AT PAGE 2249
4) GENERAL LAND OFFICE SECTION NOTES
5) PIMA COUNTY SURVEY MONUMENT REFERENCE RECORDS

SCALE: 1" = 2000' NORTH

VICINITY MAP

SECTION 33
TOWNSHIP 15 SOUTH, RANGE 17 EAST
G&SRM, PIMA COUNTY, ARIZONA
NOT TO SCALE

NOTES:

1) THE TAX CODE FOR THIS PARCEL IS 205-76-0150.
2) A SEARCH FOR UNDERGROUND UTILITIES WAS NOT A PART OF THIS SURVEY.
3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
4) THE BASIS OF BEARING FOR THIS PROJECT IS TRUE NORTH AS MEASURED WITH A TRIMBLE GLOBAL POSITIONING SYSTEM.
5) ACCORDING TO ARIZONA STATUTES IT IS UNLAWFUL TO TO DISTURB OR DESTROY A LAND SURVEY MONUMENT THAT BEARS AN AGENCY'S NAME OR THE REGISTRATION NUMBER OF A LAND SURVEYOR.
6) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT RESEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS MAP OF SURVEY ACCURATELY REPRESENTS THE RESULTS OF A FIELD SURVEY PERFORMED BY ME PERSONALLY IN THE MONTH OF APRIL 2005.

38745 KURT C. HELMKE ARIZONA U.S.A.

KURT G. HELMKE
ARIZONA REGISTRATION NUMBER 38745

LEGEND:

- ⊙ INDICATES A SET 1/2" IRON PIN WITH A BRASS TAG STAMPED "RLS 38745"
- ⊕ INDICATES A FOUND BRASS CAPPED SURVEY MONUMENT AS SHOWN
- ● INDICATES A FOUND PROPERTY CORNER AS DESCRIBED

RECORD OF SURVEY

OF THE SOUTHEAST ONE QUARTER OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 17 EAST GILA AND SALT RIVER MERIDIAN, PIMA COUNTY ARIZONA

CAD FILE:	JOB No.:	DATE:	SCALE:	DRAWN BY:	SHEET No.
05_050C.DWG	05_050	MAY 13, 2005	1" = 200'	KCH	1 OF 1

RESOURCE LAND SURVEY & DRAFTING
2540 S. LOGAN AVENUE
TUCSON, ARIZONA 85730
520-294-9550
EMAIL: RESOURCE.LAND.SURVEY@GMAIL.COM

PREPARED FOR: GENE I. & MARYEL M. MENDT

SEC-TOWNSHIP-RANGE REFERENCE: SEC 33-T15S-R17E G&SRM

05190S

RECORD OF SURVEY BOOK _____, PAGE _____

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: NMB
DEPUTY RECORDER
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EZ MESSENGER ATTORNEY SERVICE
EZ-DUFFIELD

DOCKET: 12932
PAGE: 5481
NO. OF PAGES: 13
SEQUENCE: 20062211054
11/16/2006
EASMNT 17:30

PICKUP
AMOUNT PAID $ 17.00

GRANT OF CONSERVATION EASEMENT

The attached **Grant of Conservation Easement** is being re-recorded to correct Section 3.2 of the Conservation Easement which was originally recorded on April 26, 2006 in Docket 12791 at Page 3148. The incorrect Section 3.2 is hereby deleted and the rewritten Section 3.2 is attached hereto and by this reference is made a part hereof.

When Recorded Return To:
Johnny N. Helenbolt, Esq.
Duffield Young Adamson P.C.
3430 East Sunrise Drive, Suite 200
Tucson, Arizona 85718

20062211054 5481 13

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RECORDED BY: DG
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PAGE: 3146
NO. OF PAGES: 11
SEQUENCE: 20060800655
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AMOUNT PAID $ 0.00

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WHEREAS, Grantor is the owner in fee simple of certain real property located in Pima County, Arizona, more particularly described in Exhibit A and depicted on Exhibit B attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property contains approximately 160 acres of land containing flora and fauna native to the Sonoran desert; and

WHEREAS, the property contains two four-acre building envelopes, as depicted on Exhibit B (the "Building Envelopes"), one of which ("Building Envelope A") is already improved with one masonry house, one three-stall masonry garage, one masonry pump house, an access driveway, two Mini-Mobil storage units, two masonry water reservoirs, (one located in the building envelope and one on the eastern boundary of the Property, with an access road for maintenance), and the other of which ("Building Envelope B") is currently unimproved; and

WHEREAS, outside the Building Envelopes, the Property remains in a substantially undisturbed, natural state and has significant natural, ecological, wildlife, open space, and scenic values; and

WHEREAS, the Property constitutes a valuable part of the natural resource system of the Posta Quemada Canyon and Wash (originally known as Mountain Springs Canyon), as well as the Rincon Wilderness, Colossal Cave Mountain Park, Coronado National Forest, Cienega Corridor, Saguaro National Park, and Cienega Creek Watershed; and

WHEREAS, the natural, ecological, wildlife, open space, and scenic values of the Property are of great importance to Grantor, Grantee, and the general public, and are worthy of protection; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land uses existing at the time of the recordation of this grant that do not significantly impair or interfere with those values; and

WHEREAS, Grantee is an Arizona charitable non-profit corporation qualified to hold conservation easements pursuant to the Arizona Conservation Easement Act, A.R.S. §§ 33-271 to 276, as amended, and is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986 (26 U.S.C. § 170(h)), as amended; and

WHEREAS, Grantor previously granted a perpetual conservation easement to Pima County, a political subdivision of the State of Arizona (the "County") restricting all future uses exclusively to conservation purposes on the Property, which was recorded in Docket 9443, at Page 1112, Pima County Recorder's Office (the "Existing Easement"); and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee for no monetary compensation the right to preserve and protect the conservation values of the Property in perpetuity (the "New Easement"); and

WHERAS, the Pima County Board of Supervisors has determined that preservation of the Property will be enhanced by creation of this New Easement in favor of Grantee, and is therefore willing to release the Existing Easement; and

WHEREAS, Grantee agrees by accepting this grant forever to honor the intentions of Grantor stated herein and to preserve and protect the conservation values of the Property;

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, and pursuant to A.R.S. §§ 33-271 to 276 and the Internal Revenue Code of 1986 26 U.S.C. § 170(h)(1)-(6), Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth, and to the County a third party right of enforcement of such easement. In consideration of being a third party beneficiary, the County hereby releases, extinguishes, and abandons all its right title and interest in the Existing Easement, which shall henceforth be of no further force or effect and shall not constitute an encumbrance on the Property.

Section 1.0. Purpose. The purpose of this New Easement is to assure that the Property will be retained in its natural, scenic, and open space condition in perpetuity and to prevent any use of the Property that will significantly impair or interfere with the natural, ecological, wildlife, open space, and scenic values of the Property. Grantor intends that this Easement will restrict the use of the Property in perpetuity to such activities as are consistent with the purposes of this Easement.

Section 2.0. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of this foregoing, the following activities and uses are expressly prohibited on the Property:

Section 2.1. Waste Disposal. Dumping of waste or debris on the Property.

Section 2.2. Surface Alterations. Any activity such as grading, land clearing (except for existing road maintenance and construction of one access road to Building Envelope B), placement of fill materials, or removal of trees (except removal of dead trees along access roads is permitted to reduce fire hazards) or other vegetation that causes or is likely to cause significant damage to the natural, scenic, or open space quality of the Property.

Section 2.3. Vehicles. Use of off highway vehicles anywhere on the Property other than an established road/easement.

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Section 2.4. Development. Development of the Property, including subdivision or lot splitting of the Property, except that the Property may be split to create one additional parcel containing Building Envelope B.

Section 2.5. Construction. Construction or placement of any additional buildings, permanent camping accommodations, mobile homes or billboards, except construction of a residence and associated outbuildings in Building Envelope B, as expressly permitted below.

Section 2.6. Water Rights. Severance of surface or subsurface water rights associated with the Property, including the transfer, encumbrance, lease and sale of water rights.

Section 2.7. Roads/Easements. Developing, or granting to others the right to use or develop, rights-of-way, or easements for roads or utilities, including telecommunications facilities, except as expressly permitted elsewhere in this document.

Section 2.8. Non-Native Species. The introduction of non-native fish or amphibians or other non-native organisms to or from catchments, tanks, springs or creeks; the introduction of non-native species of noxious or aggressive character that might adversely affect the natural values of the Property.

Section 2.9. Fertilizers. Storage and use of biocides and chemical fertilizers, except for limited residential use within enclosed yards. Aerial application of biocide or other chemicals is prohibited.

Section 2.10. Groundwater Use. Pumping of groundwater for other than on-site residential uses.

Section 2.11. Water Diversion. Any actual or planned diversion or pumping of water from any perennial spring or water course.

Section 2.12. Underground Tanks. Any actual or planned underground storage tanks for petroleum or other polluting substances, except already existing or permitted septic tanks.

Section 2.13. Utility Lines. Installation of any above ground utility lines, poles, micro-wave or similar towers. In the event Grid Power is desired on either Building Envelope A or B, all lines must be underground.

Section 3.0. Reserved Rights. Grantors reserve to themselves and their personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not either expressly prohibited herein or inconsistent with the purpose of this Easement.

Section 3.1. Limited Grazing. Limited grazing only as permitted by the Arizona State Land Department and provided it does not have an adverse effect on the environmental values on the Property.

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Section 3.2. Building Envelope B. It is preferred that the structures within Building Envelopes A and B be serviced by solar power, except that generator power may be used for pumping water only. In the even Grid Power is desired, all power lines must be underground/buried. Grantor may improve Building Envelop B with one masonary house not to exceed 2500 SF and limited to one story; one two-stall one story masonry garage; one 250-300 SF masonry pump house; and one access drive as shown on the attached Exhibit B. One well with a minimum 5000 gallon reservoir shall be permitted if the existing well on Building Envelope A is unavailable for use on Building Envelope B.

Section 3.3. Well. Grantor may deepen the existing well or drill for a new water well in the event of a failure of the existing well to provide an adequate water supply.

Section 4.0. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

Section 4.1. To identify, monitor, preserve, and protect in perpetuity the natural, ecological, wildlife, open space, and scenic values of the Property; and

Section 4.2. To enter upon the Property at reasonable times in order to inspect and to enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

Section 4.3. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by a prohibited activity or use.

Section 5.0. Access. No right of access by the general public to any portion of the Property is conveyed or created by this Grant of Conservation Easement.

Section 6.0. Grantee's Remedies. If Grantee determines that Grantor is in violation of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property, restoration by Grantor of the portion of the Property so injured. Grantee may bring an action at law or in equity to enforce this Easement, to enjoin violation by temporary or permanent injunction, to recover damages to which it may be entitled for violation of this Easement or injury to any protected values, and to require the restoration of the Property to the condition that existed prior to any such injury. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Grantee may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

Section 7.0. Costs of Enforcement. Any costs incurred by Grantee or County in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suits and attorney

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fees, and any costs of restoration necessitated by violation of the terms of this Easement, shall be reimbursed by Grantor promptly upon demand.

Section 8.0. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, but enforcement shall include at least one monitoring inspection per year. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver by Grantee of the right to enforce this Easement in the event of any future breach. Grantee shall deliver to Grantor and the County a copy of the report of each monitoring inspection.

Section 9.0. County's Third Party Right of Enforcement. County shall have the right to enforce the terms of this Easement just as if it were the Grantee hereunder, and shall have all the Grantee's rights and remedies contained in this Easement. In the event that Grantee loses its status as a non-profit corporation exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code (26 USC § 501(c)(3)), the Easement will remain valid and County shall be deemed to be the sole holder of the Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver by Grantee of the right to enforce this Easement in the event of any future breach.

Section 9.0. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including without limitation fire, flood, erosion, or storm, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

Section 10.0. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor shall pay when due any and all taxes, assessments, fees, and charges levied by competent authority on the Property. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

Section 10.1. Grantor's Environmental Warranty. Grantor warrants that, as of the date of execution of this Easement, Grantor has no actual knowledge of a release of threatened release of hazardous substances regulated or restricted by federal, state, or local law, or any contamination of the soil or groundwater on the Property caused by such hazardous substances.

Section 11.0. Condemnation. If this Easement is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee shall be entitled to receive compensation, if any, awarded for the taking of this Easement in accordance with applicable law.

Section 12.0. Assignment. This Easement is transferable, but Grantee may assign its interest in this Easement only to a "qualified organization" under section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder. As a condition of such assignment, Grantee shall require that the assignee expressly agree in writing that the conservation purposes that this grant is intended to advance shall

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continue to be carried out following the assignment. Prior to assigning its interest in this Easement, Grantee shall obtain the prior written consent of Grantor and County. Any assignment without such consent shall be void and to no effect. Grantor and County shall not unreasonably withhold consent.

Section 13.0. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

Section 14.0. Recordation. Grantee shall record this instrument in timely fashion in the official records of Pima County, Arizona. This Easement Shall be effective upon such recordation.

Section 15.0. General Provisions.

Section 15.1. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing, and either served personally or sent by first class mail, postage prepaid, directed as follows

If to Grantor	If to Rincon	If to County
Gene I. and Marvyl M. Wendt Revocable Trust 18000 East Papago Springs Road P.O. Box 326 Vail, Arizona 85641	Rincon Institute 7650 E. Broadway Blvd #203 Tucson, Arizona 85710	County Administrator 130 West Congress St. Tucson, Arizona 85701 AND Director, Pima County Natural Resources Parks and Recreation Department 3500 W. River Road Tucson, Arizona 85741

Section 15.2. Joint Obligation. The obligations imposed by this Easement upon Grantor, or successor owner of the Property, shall be joint and several.

Section 15.3. Grant in Perpetuity. The Easement herein granted shall be a burden upon and shall run with the Property in perpetuity and shall bind Grantor, the Grantor's respective personal representatives, heirs, successors, and assigns forever.

Section 15.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Arizona Conservation Easement Act, A.R.S. §§ 33-271 to 276, as amended. If any provision of this instrument is found to be

ambiguous, invalid, or unenforceable, an interpretation consistent with the purpose of this Easement that would render the provision valid and enforceable shall be favored over any interpretation that would render it invalid or unenforceable.

Section 15.5. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found to be invalid, shall not be affected.

Section 15.6. Entire Agreement. This instrument sets forth the entire agreement among the parties with respect to this Easement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5th day of April, 2006.

GRANTOR

Gene I. & Marvyl M. Wendt Revocable Trust,
Co-Trustees of the Gene I. & Marvyl M. Wendt Revocable Trust dated November 4, 1992

Gene I. Wendt,
Co-Trustee of the Gene I. Wendt and
Marvyl M. Wendt Revocable Trust dated
November 4, 1992

Date: 05 April, 2006

Marvyl M. Wendt,
Co-Trustee of the Gene I. Wendt and
Marvyl M. Wendt Revocable Trust dated
November 4, 1992

Date: 05 April, 2006

The foregoing instrument was acknowledged
before me by Gene & Marvyl Wendt on April 5, 2006.

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GRANTEE

The Rincon Institute
An Arizona Nonprofit Corporation

By: for Mary Kathleen Rosenberg, Vice Chair
Mary Elizabeth Pollard, Board Chair

Date: 4/05, 2006

The foregoing instrument was acknowledged before me on April 5, 2006 by Mary Elizabeth Pollard, Board Chair of the Rincon Institute, an Arizona nonprofit corporation, on behalf of the Corporation.

Notary Public

OFFICIAL SEAL
VIRGINIA Y. MOLINA
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires Jan. 8, 2009

My Commission expires:

January 8, 2009

PIMA COUNTY,

Passed by the Board of Supervisors of Pima County, this 18th day of April, 2006.

Chairman, Pima County Board of Supervisors

APR 18 2006

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

By: _____

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EXHIBIT A

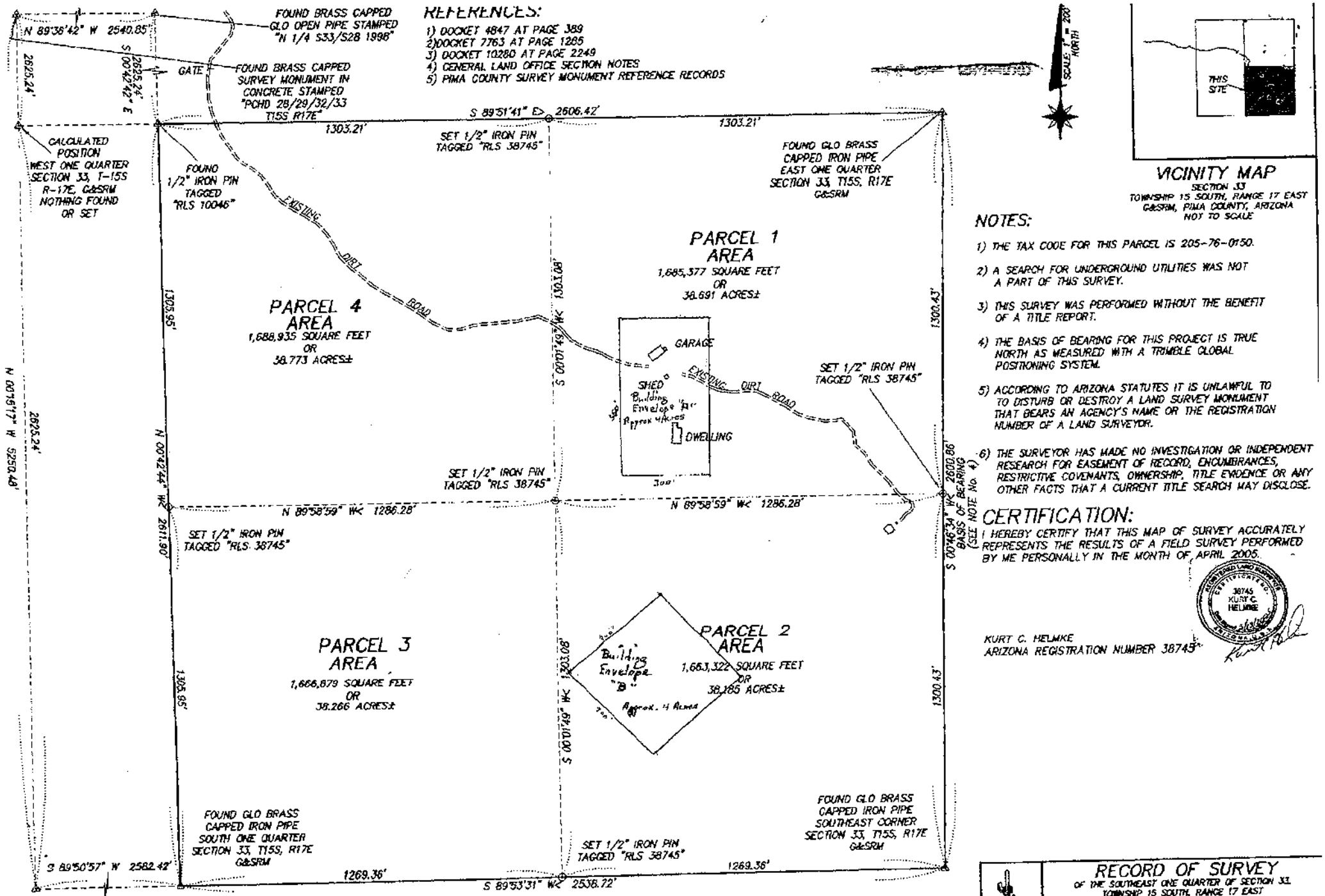
LEGAL DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT

This Easement encompasses approximately 160 acres located in the SE1/4S33T15SR17E GSRM, Pima County Arizona. as described in the attached legal description, and shown on the attached site survey map (Exhibit B).

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EXHIBIT B

Building Envelopes / Map(s) of Property



VICINITY MAP

SECTION 33
TOWNSHIP 15 SOUTH, RANGE 17 EAST
G&SRM, PIMA COUNTY, ARIZONA
NOT TO SCALE

NOTES:

1) THE TAX CODE FOR THIS PARCEL IS 205-76-0150.
2) A SEARCH FOR UNDERGROUND UTILITIES WAS NOT A PART OF THIS SURVEY.
3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
4) THE BASIS OF BEARING FOR THIS PROJECT IS TRUE NORTH AS MEASURED WITH A TRIMBLE GLOBAL POSITIONING SYSTEM.
5) ACCORDING TO ARIZONA STATUTES IT IS UNLAWFUL TO TO DISTURB OR DESTROY A LAND SURVEY MONUMENT THAT BEARS AN AGENCY'S NAME OR THE REGISTRATION NUMBER OF A LAND SURVEYOR.
6) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT RESEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS MAP OF SURVEY ACCURATELY REPRESENTS THE RESULTS OF A FIELD SURVEY PERFORMED BY ME PERSONALLY IN THE MONTH OF APRIL 2005.

38745
KURT C. HELMKE

KURT C. HELMKE
ARIZONA REGISTRATION NUMBER 38745

RECORD OF SURVEY

OF THE SOUTHEAST ONE QUARTER OF SECTION 33
TOWNSHIP 15 SOUTH, RANGE 17 EAST
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY
ARIZONA

CAD FILE:	JOB No.:	DATE:	SCALE:	DRAWN BY:	SHEET No.
05_0500.DWG	05-050	MAY 13, 2005	1" = 200'	KCH	1 OF 1

DESERT LAND SURVEY & DRAFTING
3631 S. LOGAN AVENUE
TUCSON, ARIZONA 85730
520 382-0360
EMAIL: DESERTLANDSURVEY@AOL.COM

PREPARED FOR:
GENE I. & MARVEL M. WENDT

SEC-TOWNSHIP-RANGE REFERENCE
SEC 33-T15S-R17E G&SRM

05-1905

RECORD OF SURVEY BOOK _____, PAGE _____

ATTACHMENT TO
GRANT OF CONSERVATION EASEMENT

Re: Parcel #205-76-0150

NEW SECTION 3.2:

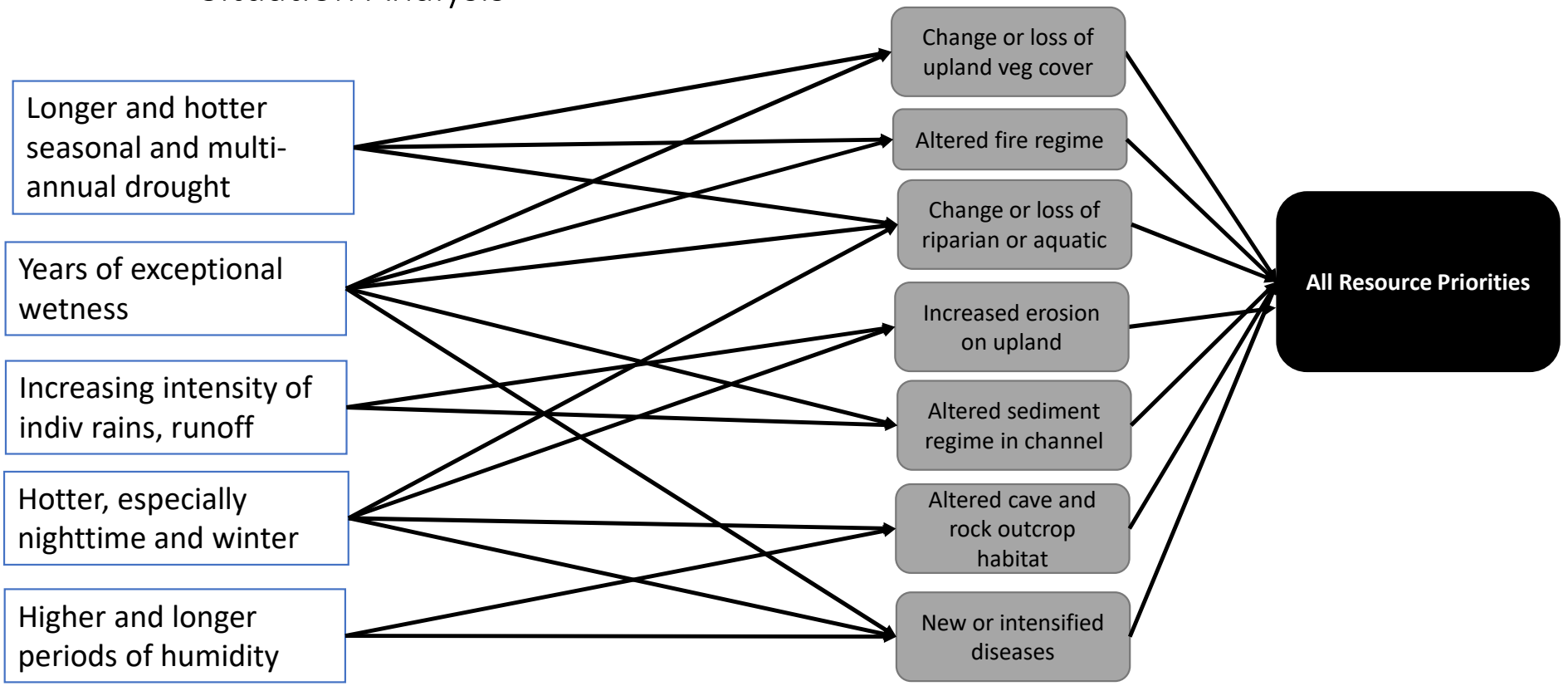
Section 3.2. Building Lots A & B. Grantor reserves two 4-acre lots with the balance as Natural Undisturbed Open Space. The Building Envelope will be within each 4-acre lot. Building Envelope shall be defined as anywhere within the 4-acre lot. Building Lot A includes one masonry house (structure and related improvements not to exceed 2500 SF and limited to 1-story), one 3-stall masonry garage, one masonry pump house, an access driveway, two Mini Mobil storage units, and two masonry water reservoirs (one located in Building Lot A and one on the eastern boundary of the property with access road for maintenance). Building Lot B allows for one structure with related improvements of one house (masonry preferred, not to exceed 2500 SF and limited to 1-story), one 2-stall masonry garage limited to 1-story, one masonry pump house limited to 250-300 SF, and one 1-story, one access drive. One Well with a minimum 5000 gallon reservoir is permitted if the existing Well servicing Lot A is unavailable. The structures on the lots shall be serviced by solar power. Generator power can be used for pumping water only. Grid power is allowed but underground utility lines are preferred.

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Appendix C. Situation Analysis

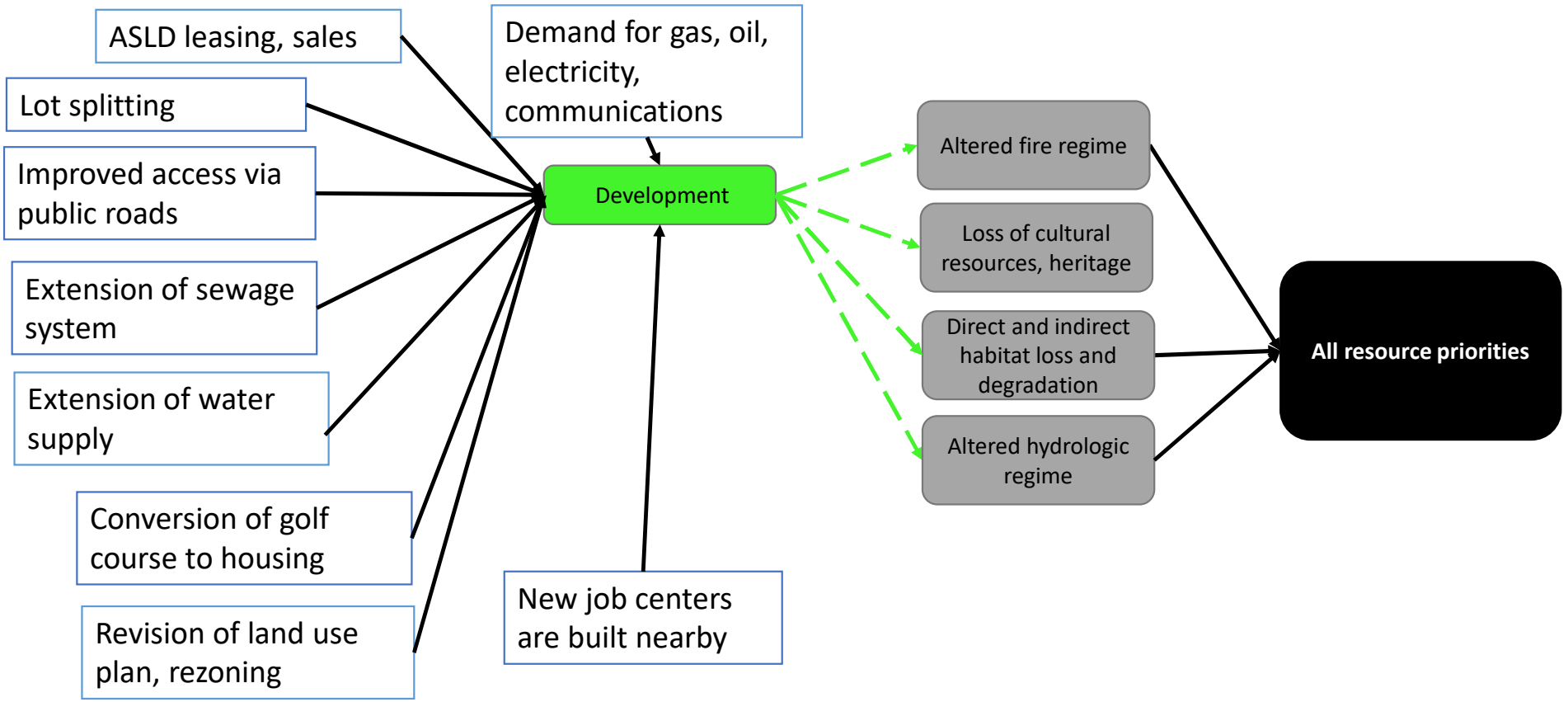
Climate Change

Situation Analysis



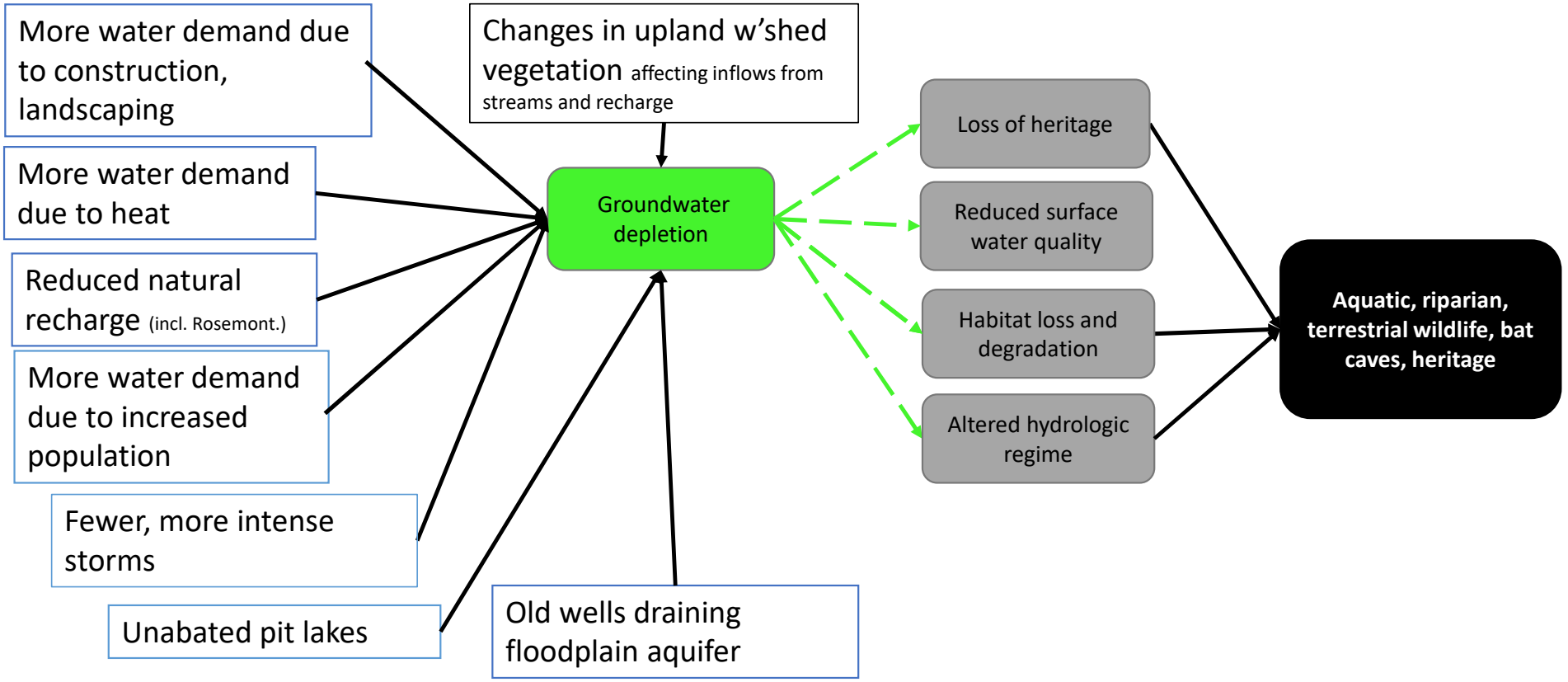
Development (residential, commercial, utilities)

Situation Analysis



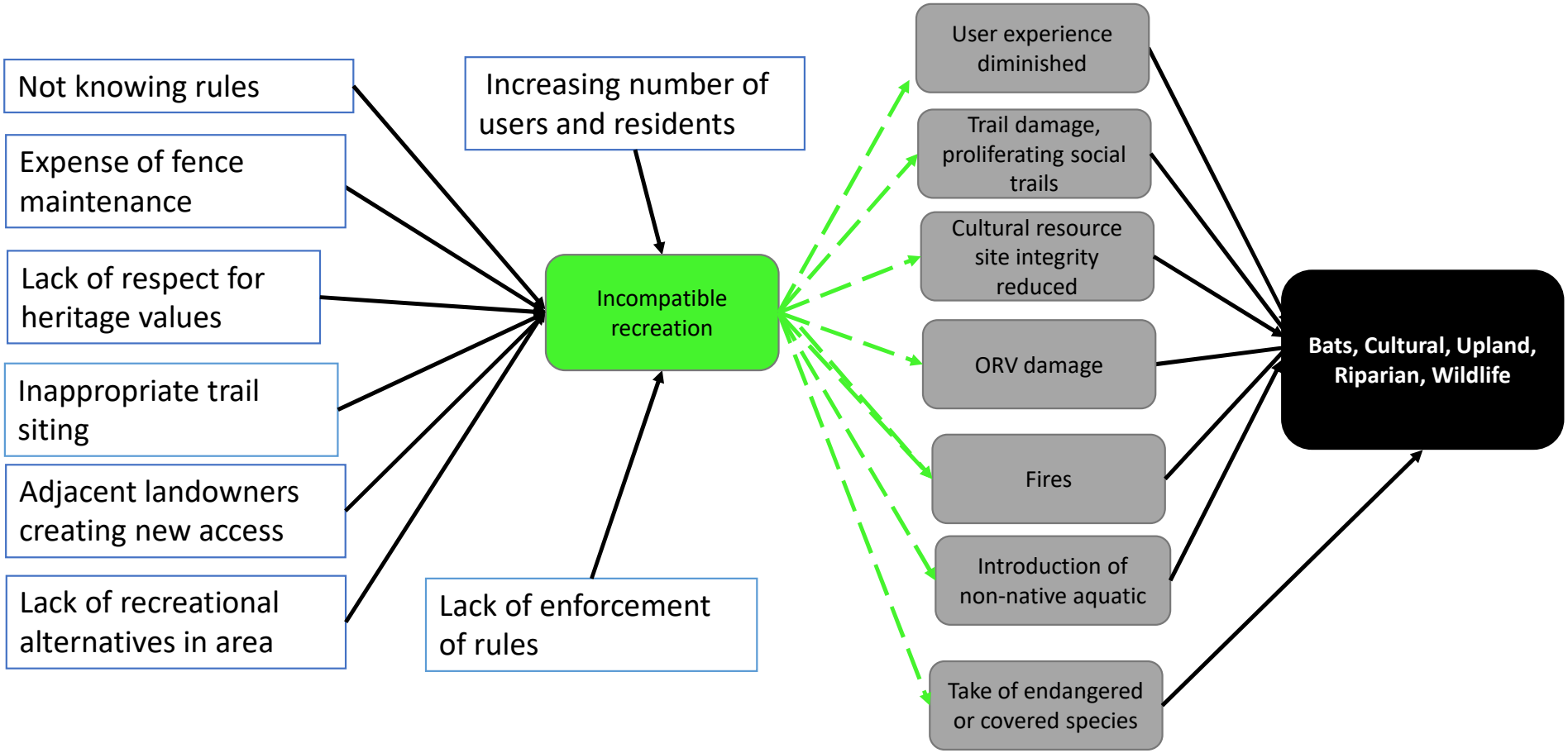
Groundwater depletion (anthropogenic)

Situation Analysis



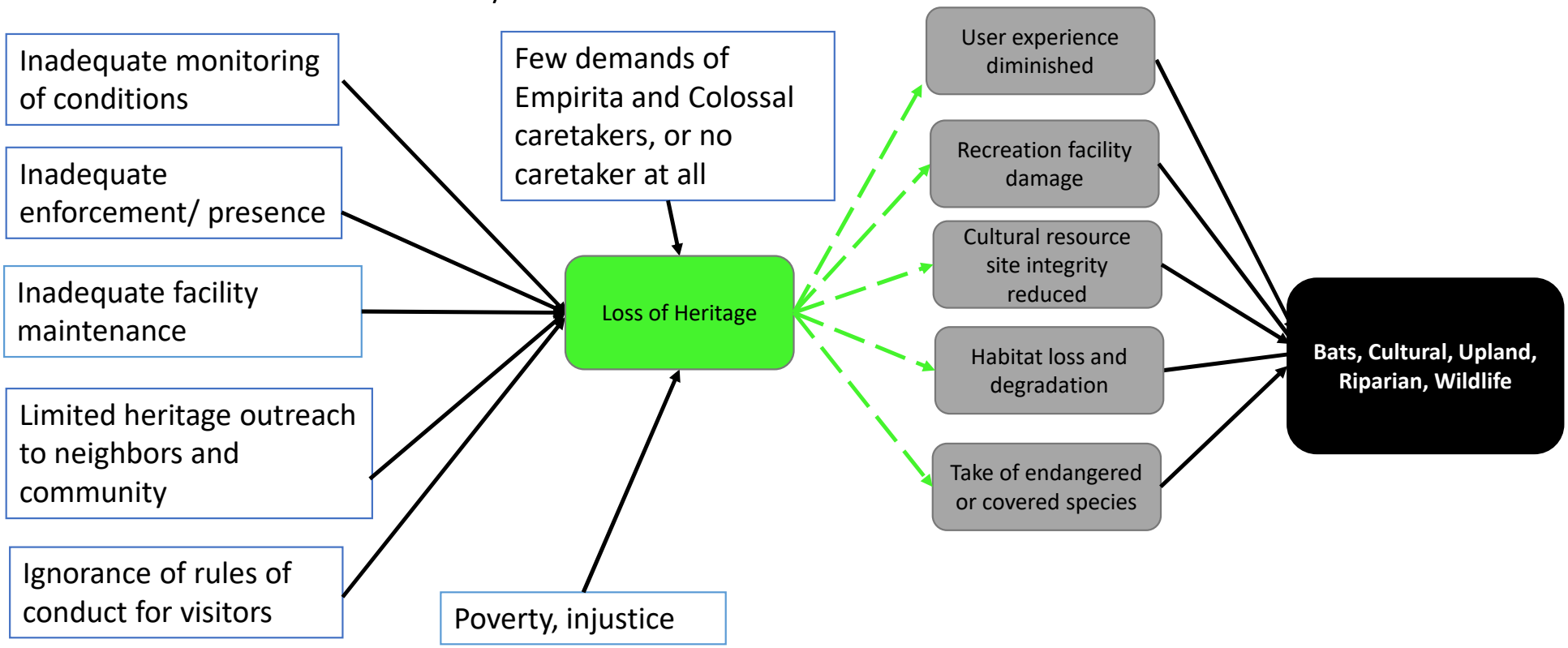
Incompatible Recreation

Situation Analysis

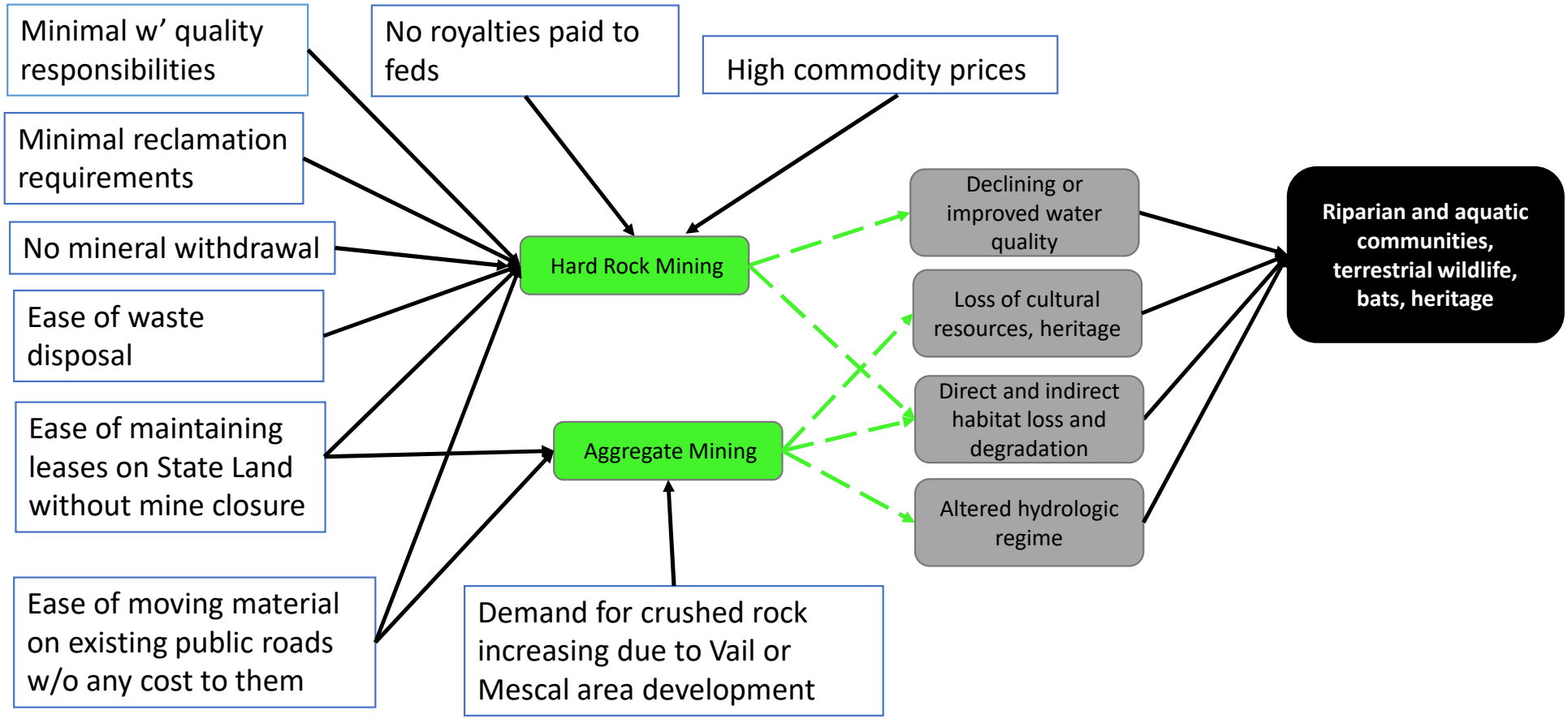


Lack of Money, Lack of Maintenance

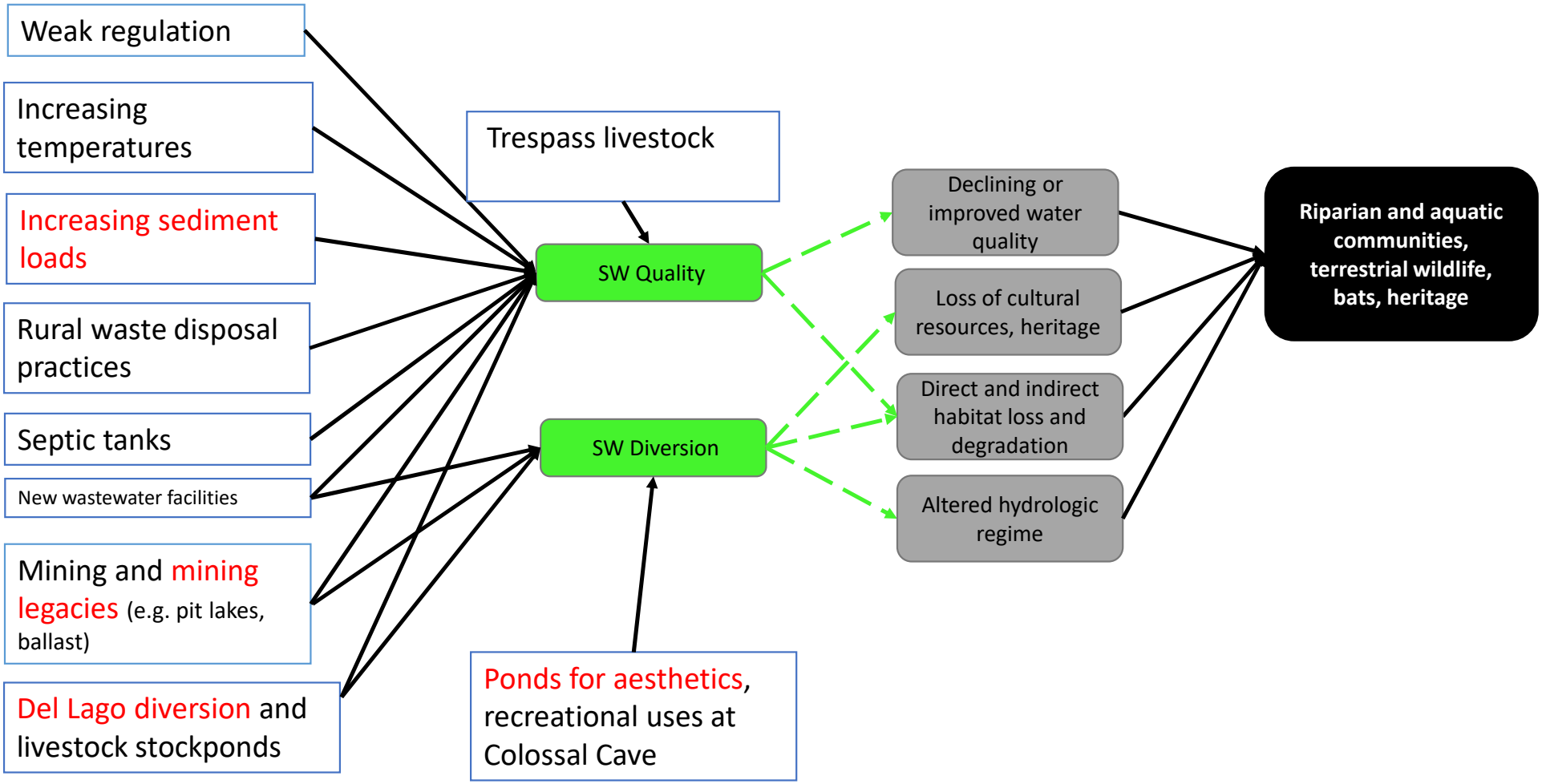
Situation Analysis



Mining Situation Analysis

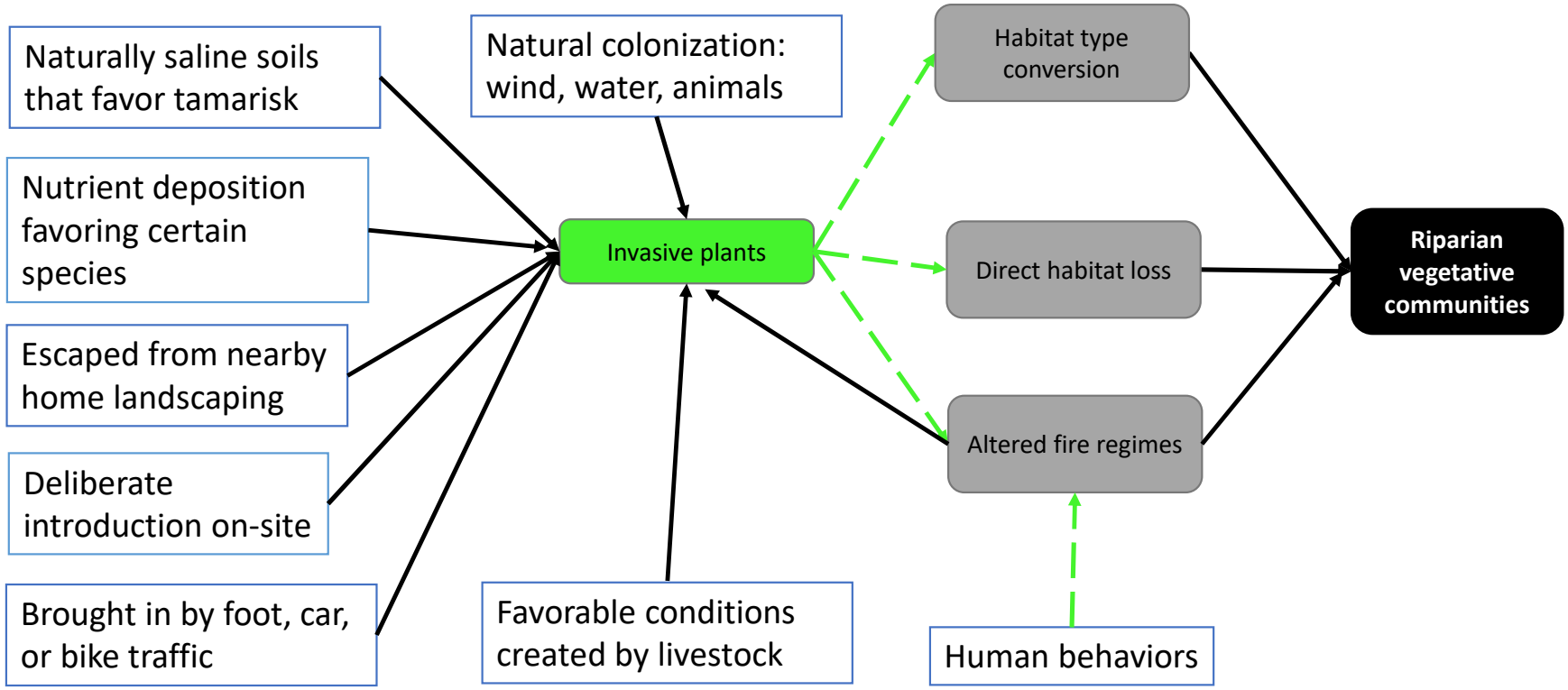


Surface Water Quality Situation Analysis



Invasive plants in riparian areas

Situation Analysis



Appendix D. Key Ecological Attributes

Resources	*Measurable Indicator(s) for Key Attribute; Location of Measurement*	**Poor--Outside Acceptable Variation and Compromising**	*Fair--Outside Acceptable Variation, Requires Action*	*Good--within acceptable limits, may or may not require interventions*	*Very Good--Desired condition, requiring little intervention*	*Current Condition*
Aquatic community	Number of designated refugial pools, and relative pool volume in June wet-dry in CCNP	No refugial pools in Del Lago or Horseshoe Bend reach in June, or one in each reach with very low pool volume (< 0.5 feet depth)	One refugial pool in the Horseshoe Bend and Del Lago reach in June and pool volume is moderate (~ 2.0 feet deep)	Two or more perennial pools exist in June in the Horseshoe Bend, 3 Bridges, and Del Lago reaches (combined), and pool volume is moderate (~ 2.0 feet deep)	Three or more perennial pools exist in the Horseshoe Bend, 3 Bridges, and Del Lago reaches (combined), and pool volume is high (> 3 pools with > 2.0 feet depth)	Good to Very Good
	Number of pools (non-refugial) in June wet-dry in CCNP	Tilted Beds, Del Lago, and 3 Bridges reaches each have no pools. Horseshoe Bend reach has less than 2 pools.	Tilted Beds, Del Lago, and 3 Bridges reaches each have at least one pool. Horseshoe Bend reach has at least 2 pools.	Tilted Beds, Del Lago, and 3 Bridges reaches each have 2-3 pools. Horseshoe Bend reach has at least 3 pools.	Tilted Beds, Del Lago, and 3 Bridges reaches each have greater than 4 pools. Horseshoe Bend reach has 4-6 pools.	Fair to Good
	Length of flowing streams in June in CCNP	<25% mean low flow and No flow outside the Horseshoe Bend reach	<25% mean low flow, and flow exists in the Horseshoe Bend as well as in the Del Lago reach	>25% mean low flow level (i.e., >1.5 miles of flow in June)	>50% mean low flow and multiple pools in multiple reaches	Fair

	Presence of native fish in multiple perennial reaches (Pantano Dam, 3 Bridges, Horseshoe Bend) over the term of the management plan	One or no native fish species are present in Cienega Creek and only in the Horseshoe Bend reach	One native fish species is present in Cienega Creek, but in two reaches, OR two fish species are present, but in only one reach	Two or more native fish species are present and in at least two reaches	Three or more appropriate native fish species are present throughout perennial reaches of Cienega Creek , and at least two species occur in at least two reaches	Good
	Presence of LLF in three reaches (3 Bridges, Horseshoe Bend, Tilted Beds) over term of managmeent plan	Not detected in Cienega Creek for one year	Few detections, and only in limited areas of the Horseshoe Bend reach	Seen throughout at least two perennial reaches (Horseshoe Bend and 3 Bridges); tadpoles abundant in at least one reach (Horseshoe Bend)	Seen in at least two reaches in multiple locations and in high abundance. Tadpoles observed in at least two reaches (Horseshoe Bend and 3 Bridges)	Fair to Good
	Presence of non-natives (bullfrog, crayfish, non-native fish) in Cienega Corridor	Crayfish present anywhere. Bullfrogs found in multiple reaches and there is evidence of reproduction. Non-native fish are present in multiple reaches.	Non-native fish are present, but without apparent compromise in native fish. Bullfrogs are recruiting in the planning area.	Bullfrogs are occasionally detected, but there is no evidence of recruitment.	Non-native fish and crayfish are absent. No detections of bullfrogs.	Good
Mesic riparian vegetation community	Spatial extent, and evidence of new stands forming (recruitment) over the planning horizon in CCNP and CCMP	Extent is at least 20% below baseline in 2015 aerials	Extent is at or less than 20% below baseline but there is evidence of stand replacement with mesic veg	Extent is at or slightly above baseline and there is evidence of stand replacement with mesic veg	Extent is at least 20% greater than baseline and there is evidence of stand replacement	Fair

	Spatial extent	Net loss of mesquite canopy cover on all formerly clearly terraces in CCNP	Most sites lose canopy cover but some increase	Most sites gain canopy but one or more loses canopy due to fire or erosion	Mesquite canopy increases to full potential on all formerly cleared terraces, none is lower	Good
	Presence in survey for both east and west YBCU transects (E/W of horseshoe bend)	No YBCU presence in MSCP survey on either transect	Continued YBCU presence on only one transects	Continued YBCU presence on both transects	Continued YBCU presence on both transects and apparent increasing density	Good
	Shallow GW levels at existing well network--requires setting thresholds at each site	GW level at key sites falls below root zone of key riparian tree species for such long periods of time that there is conversion	GW is below root zone of key riparian tree species such that recruitment of replacement species cannot occur anymore	GW is within healthy limit for key riparian tree species most of the time, and upward variation allows recruitment possible	GW is within healthy limit for key riparian tree species at all times	Good
Xeric riparian vegetation community	Spatial extent throughout corridor	Extent exceeds 25% less than baseline	Extent is between 1%-25% less than baseline	Extent is at baseline (status quo)	Extent is at least 10% greater than baseline	Good
	Woody vegetation volume and canopy cover	Woody vegetation decreased by more than 10%	Woody vegetation decreased by less than 10%	Woody vegetation is stable (status quo)	Woody vegetation increases by 10% or more	Good
	Bare earth LIDAR	Channel bed depth is deeper than baseline	Channel bed depth is at baseline (status quo)	Channel bed depth is shallower than baseline; improved connection between main channel and floodplain overbank	Channel bed depth is restored to historic bed depths (where this metric can be determined)	Fair to Good

Upland vegetation community	Percent bare ground in plots in Bar V or the Planning Area	Extent is substantially above baseline (2018)	Bare ground is above baseline	Extent is at or below than baseline	Bare ground is decreasing relative to baseline	Good
	Cover as measured in plots in Bar V or the planning area (relative cover)	Extent is substantially below baseline (2018) in Bar V	Extent is below baseline, native communities decreasing in relative percent	Extent is at or greater than baseline, relative plant composition not changing substantially	Extent is increasing relative to baseline, native communites increasing	Good
	Percent cover of non-native grasses in desert scrub habitat that could alter fire regime as measured in monitoring plots in the vicinity of Cienega Corridor	Non-native grasses are pervasive throughout the planning area, high risk of fire converting areas of upland desertscrub into non-native grassland	Non-native grasses are locally increasing in areas of desert scrub	Relatively stable prevelance of non-native plant grasses, no increased risk of fires in areas of desertscrub	Non-native grasses and rare to not present in most areas and are not fuelding fires in desertscrub, plots show decreasing prevalece of non-native species	Good
Mesic riparian, xeric riparian, and upland vegetation communities	Fire effects on vegetation	Fire results in widespread and permanent or very long-term loss of desirable vegetation which either becomes a denuded area or a community dominated by invasive plants.	Fire results in some permanent or very long-term loss of desirable vegetation, but the negative effects are localized with widespread impacts unlikely. Or, fire maintains existing undesirable vegetation communities or leads to a different undesirable community.	Fire results in a temporary loss of desirable vegetation of a certrain type, or results in a different vegetation type that is also desirable. No net loss of desirable vegetation.	Fire effects lead to improved vegetation condition or the expansion of desirable vegetation communites at the expense of less desirable communities.	Good

Bat roosts	Cave condition	Natural caves are degraded (humidity loss, opening up for tourism, etc)	Evidence of some intrusion/degredation, management actions can slow or stop visitation	Natural caves are maintained in a natural state and minimal intrusions occur.	All natural caves protected and closed to human use.	Good
Bat roosts	soil piping feature condition	Ephemeral soil piping feature roosts are eroded, degraded, disturbed, or collapsed to the extent that bat use is compromised or lost - possible restoration/management actions may be evaluated	Major signs of erosion, other degradation, or disturbance at bat roosts in ephemeral soil piping features indicate continued bat use may be threatened. Potential management/restoration assessed on a case by case basis.	Most known roosts in soil piping features are intact and of sufficient quality to continue to be used by bats. Site evaluations may show a minor degree of continued erosion or compromise at some roosts	All known roosts in ephemeral soil piping features are intact, stable, and continue to be used by bats. As existing roost are lost due to erosion or disturbance, newly-formed suitable features develop.	Good
Rock Outcrops: limestone, talus, rock shelters, and caliche caves	Presence	Any newly authorized mining within or nearby within the Davidson, Mescal or Agua Verde watershed.	Minimal new mining adjacent to the panning area with no potental for further expansion	No new mining relative to 2018 baseline	Hardrock mining operations have closed adjacent to/within the planning area	Good
Terrestrial wildlife species	Portion of Beier wildlife linkages that are still open and available for movement	New development obstructs Beier linkage completely in any one place; there is no alternative location and no plan for considering alternatives	New development obstructs one or more links within the Beier linkage	There is a plan for protection of the linkage or its replacement by another, and the linkage is largely intact	Most of Beier linkage is legally protected in some way from obstruction	Good

	Area of disturbance from utility corridor construction/maintanc e in the viscinity of the planning area	New roads or utilities affect Corridor properties in a way that fragments habitat within a described linkage	New ground disturbance from linear utility corridor construction or maintanence activities.	No change from 2018 baseline	Consolidation of utility lines or rehabilitation of maintanence corridors	Good
CULTURAL SITES	Site Integrity as measured deviation from current condition	> 0.4 deviation	0.2 - 0.4 deviation	0.1 - 0.2 deviation	0 - 0.1 deviation	2.44 is the current condition from which deviation will be measured
HERITAGE CONNECTIONS	Existing Programming	0 programs	1 program	2 programs	3 programs	Good
HERITAGE CONNECTIONS	Community Outreach and Connections	Zero programs	1 outreach per year	2 outreach events per year	3 or more outreach events per year	Good
HERITAGE CONNECTIONS	Appreciation for Cultural Heritage	3 or more sites with negative human-caused impacts (or if more than 1 site was looted or vandalized)	Two sites with negative human-caused impacts or if 1 site was vandalized or looted.)	Site with negative human-caused impacts (such as from leaving trash behind, or recreation, firepits, or geo-cache disturbances) but no sites impacted by vandalism or looting.	Zero sites with negative human-caused impacts	Very good to Good

Appendix E. Property Easements

CIENEGA CORRIDOR MANAGEMENT PLAN

Ingress & Egress Easements

#	Type	Holder	Status	Comments/Issues
1	utility		Constructed	No major issues; eastern segment is access road to Bar V Ranch
2	utility		Not constructed	Access by utility most likely along one of the access roads to SFR
3	ingress/egress		Partially constructed	Access road has been constructed - limited access
4	ingress/egress		Partially constructed	Access road has been constructed - limited access
5	Utility		Not constructed	Utility may be just using ingress/egress route to access area
6				
7	utility + ingress/egress		Partially constructed	Newly constructed access roads could cause erosion problems and open access to OHV's
8				
9	utility		Constructed	Constructed off of Red Hill Ranch Road - limited access
10	ingress/egress			Access road has been constructed to SFR's in the vicinity; no issues
11				
12	ingress/egress		Constructed	SFR access road
13				
14	ingress/egress		Partially constructed	Access road has been constructed - limited access
15	ingress/egress		Partially constructed	Access road has been constructed - limited access
16				
17	utility + ingress/egress		Constructed	existing improved dirt road follows OHE line
18	ingress/egress		Constructed	No issues; access is probably limited to property owners in the area
19	utility + ingress/egress		Constructed	No issues; access is limited to property owners in the area by locked gate
20	ingress/egress		Constructed	No issues; access is probably limited to property owners in the area
21	utility + ingress/egress		Constructed	No issues with access or erosion with respect to County/District properties

22	utility + ingress/egress		Constructed	No issues; access is limited to property owners in the area by locked gate.	
23	utility + ingress/egress		Constructed	No issues; access is limited to property owners in the area by locked gate. Includes public utility easement. Road extends past easement ~1,100' onto District parcel no. 306-11-0020, to where it dead ends. Erosion problems at wash crossings. Limit to administrative use only once it reaches parcel no. 306-11-0020? Check with RP to see if other easement holders.	
24	utility + ingress/egress		Constructed	No issues; access is limited to property owners in the area by locked gate.	
25	utility + ingress/egress		Constructed	Road connects to main Empirita Ranch Road at locked gate - no issues	
26					
27					
28	utility		Not constructed	No issues	
29					
30	utility + ingress/egress		Constructed	No issues	
31					
32	utility	Kinder Morgan (formerly EPGC)	Constructed	Access for OHV's; has not been a major problem	Is this correct? This easement lies on the northern portion of the Agua Verde parcels. It's a high voltage OHE line. I've requested the easement document from Rita.
33	utility		Not constructed	Could be a source of erosion in the immediate area; does not seem likely to be contructed though	
34					
35					
36	utility		Partially constructed	Administrative road through Empirita Ranch is locked; road is affected by flows along Cienega Creek, making it difficult to utilize; there has been no efforts by utility to re-grade the roadways, but they could be a source of OHV access and possible erosion problems if they do so	
37					

38			
39	utility	Partially constructed	Existing access road along western boundary of properties; has not been a source of OHV access or erosion
40	utility	Partially constructed	No issues with constructed portion; no apparent need for construction of other portions due to existing road access
41			
42	utility	Partially constructed	Western portion is a narrow access road between Easement #32 and road running South of Davidson Spring #1; Eastern portion is a narrow access road through middle of properties leading to Bar V Ranch headquarters; roads themselves are not a major concern, but do contribute to OHV access into Davidson Canyon Wash
43			
44			
45			
46			
47			
48	utility	No constructed	No issues; access road already exists through this area from Bar V Ranch headquarters
49			
50			
51	utility	Not constructed	No issues; access road already exists through this area from Bar V Ranch headquarters
52			
53			
54			
55			
56	utility	Constructed	Main road into Empirita Ranch - limited to permits for hunter access; there are some erosion issues along the roadway that are periodically repaired
57			
58			
59			
60			

61			
62			
63	utility	Constructed	No major issues - well upstream of Cienega Corridor Mgmt. Plan area
64			
65	utility	Not constructed	No major issues (see Easement #42)
66			
67			
68			
69			

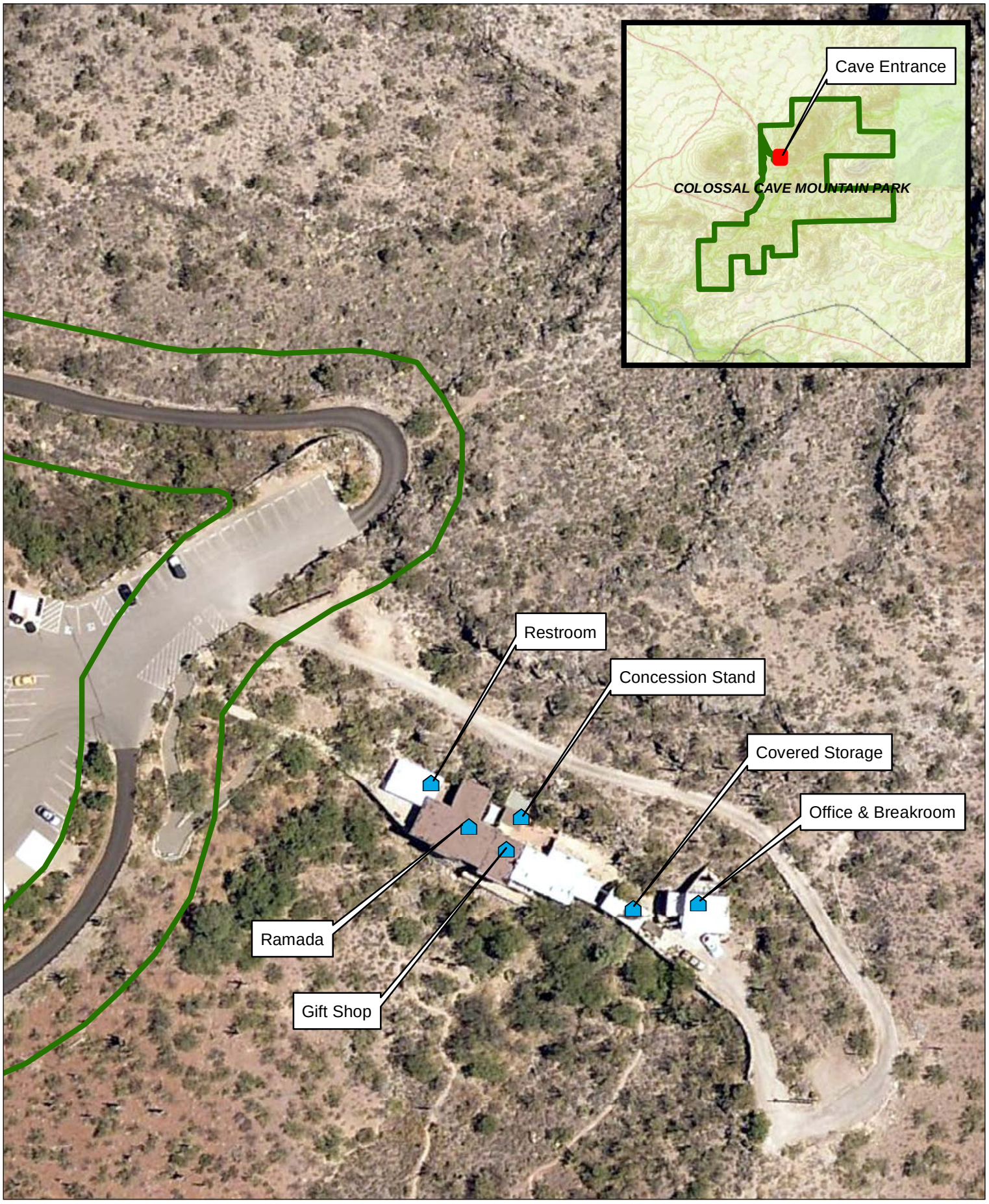
Appendix F. Colossal Cave Mountain Park Structure Inventory (2019) and Figures

Colossal Cave Mountain Park
2019 First Glance

Building Name		Construction	Value	Age
Campgrounds				
El Bosquecito Campground	1-Acre	Assorted Materials	$ 25,000.00	1970/2004
El Bosquecito Latrine Ruins	250 Square Ft.	Native Stone	N/A	1937
El Bosquecito Restroom	400 Square Ft.	CMU Block		1970
La Sevilla Campground	1-Acre	Assorted Materials	$ 23,000.00	1970/2004
La Sevilla Campground B	5-Sites	Assorted Materials	$ 7,500.00	1970/2004
La Sevilla Latrine	338 Square Ft.	Native Stone	N/A	1937
La Sevilla New Water Tank	2,600 Gallons	Poly Tank/Chain Link	$ 12,000.00	2006
La Sevilla Pump House	220 Square Ft.	Native Stone	$ 55,000.00	1935
La Sevilla Ramada	391 Square Ft.	Native Stone	$ 97,750.00	1937/2004
La Sevilla Restroom	400 Square Ft.	CMU Block	$ 80,000.00	1970
La Sevilla RV Campsites	4 Sites	Natural	$ 4,000.00	2018
La Sevilla Sink Hole Fence	440 Lineal Ft.	Chain Link Fence	$ 8,800.00	2003
Sub-Total			**$ 313,050.00**	
Colossal Cave				
Cave	4,732 Lineal Ft.	Native Stone, Lighting	$ 1,500,000.00	1934
Cave Ramada	1,884 Square Ft	Native Stone	$ 396,800.00	1937
Cave Restroom	484 Square Ft	CMU Block/Stone	$ 181,000.00	2018
CCC Cistern	8,000 Gallons	Native Stone	$ 16,000.00	1935
CCC Fire Pit	165 Square Ft	Native Stone	$ 33,000.00	1935
CCC Retaining Walls	343 Lineal Ft	Native Stone	$ 85,750.00	1935
Construction Shaft Shelter	110 Square Ft.	Wood/Asphalt shingles	$ 5,500.00	1935/1998
Disabled Access Ramp	1,680 Square Ft.	Asphalt	$ 700,000.00	1975/2017
Entrance Building	160 Square Ft.	Wood Frame/Stucco	$ 32,000.00	2000
Entrance Drinking Fountain	4 Feet	Native Stone	$ 1,000.00	1935
Entrance Parking Lot	56 Spaces	Asphalt	$ 193,000.00	1993/2018
Entrance Sign	40 Lineal Ft.	Wood/Steel	$ 10,000.00	2000
Entrance Walkway	1,930 Square Ft.	Concrete/Stone	$ 22,195.00	2018
Gift Shop	2,630 Square Ft.	Native Stone	$ 1,210,000.00	1935/2004
Guides Room	176 Square Ft.	Native Stone	$ 44,000.00	1935/2004
Living Quarters	1,467 Square Ft.	Native Stone	$ 440,000.00	1935/2004
Outdoor Patio Dining Area	420 Square Ft.	Red Brick	$ 7,560.00	
Park Kiosks	50 Square Ft.	Wood	$ 3,000.00	2000/2018
Park Roadways	437,000 Square Ft.	Asphalt/Chipseal	$ 1,300,000.00	1998
Park Signs	5-Signs	Wood	$ 5,000.00	various
Retaining Walls	343 Lineal Ft	Native Stone	$ 85,750.00	1935
Storage Building	240 Square Ft.	Wood	$ 36,000.00	1960
Terrace Café Ramada	100 Square Ft.	Wood	$ 10,000.00	2004
Ventilation Fan	1-Unit	Mechanical	N/A	1989
Sub-Total			**$ 4,817,555.00**	
Posta Quemada Ranch				
Announcer Stand	120 Square Ft.	Wood	$ 12,000.00	2000
Arena	32,400 Square Ft.	Lights/Portable Panels	$ 47,000.00	1998
Barbecue Ramada	1,440 Square Ft.	Steel/Metal/Wood	$ 216,000.00	1996
Barn	1,200 Square Ft.	Corrugated Metal	$ 180,000.00	1935/2003
Bronze Statue	6 Foot High	Bronze/Concrete	$ 50,000.00	1996
CCC Stage House	608 Square Ft.	Adobe Block/Stucco	$ 152,000.00	1935/2018
Discovery Park	30,000 Square Ft.	Assortment of Material	$ 12,700.00	2003
Duplex House	2,059 Square Ft.	Block/Stucco	$ 617,700.00	1931/1978

Colossal Cave Mountain Park
2019 First Glance

Building Name	Building size	Construction	Value	Age
Page 1 Sub-Total				
Posta Quemada Ranch				
Group Area Beverage Stand	114 Square Ft.	Wood	$ 11,400.00	1996
Guest House	**Destroyed by Fire**		See 2015 Report	2018
Historic Train Display	Not Applicable*	Assorted Materials	$ 53,900.00	1920-1990
Historic Water Tank	15,000 Gallons	Concrete	$ 30,000.00	1934
Horseshoe Ramada	295 Square Ft.	Steel Frame/Metal	$ 36,875.00	2002
House of Mirrors	**Removed by Owner**			
Lower Parking Area	15,750 Square Ft.	Chip Seal	$ 55,125.00	1993
Metal Storage Ramada	637 Square Ft	Metal	$ 47,750.00	1998
New Well	170 Vertical Ft.	Steel Frame/Metal	$ 13,500.00	1983
Old Petting Zoo	**Removed by Order**			2017
Old Well	22,500 Square Ft.	Assorted Materials	$ 50,000.00	2000
Outdoor Restroom #1	171 Square Ft.	Wood	$ 25,000.00	1996
Outdoor Restroom #2	171 Square Ft.	Wood	$ 25,000.00	1996
Pan for Gold Exhibit	60 Lineal Ft.	Wood	$ 20,000.00	2000
Playground	1-Acre	Turfgrass	$ 2,600.00	1983/1998
Pond Spillway	5,320 Square Ft.	Asphalt, Concrete, rock	$ 190,000.00	1961/2011
Ranch House	3,227 Square Ft.	Concrete Adobe Block	$ 962,500.00	1971/1998
Snack Bar	96 Square Ft.	Wood	$ 12,000.00	1998
Stable Shade Structure 1	288 Square Ft.	Steel Frame/Metal	$ 14,400.00	2002
Stable Shade Structure 2	288 Square Ft.	Steel Frame/Metal	$ 14,400.00	2002
Stable Shade Structure 3	**Unauthorized Removal**			2002
Stable Shade Structure 4	288 Square Ft.	Steel Frame/Metal	$ 14,400.00	2002
Stable Shade Structure 5	**Unauthorized Removal**			2002
Stable Shade Structure 6	600 Square Ft.	Steel Frame/Metal	$ 6,000.00	2002
Story Telling Amphitheatre	34 Lineal Ft.	Wood frame/Stucco	$ 2,300.00	2003
Tool Shed	**Removed by Order**	Metal		2014
Trail Ride Office	*Not Applicable	Wood		2018
Trail Ride Tack Room	*Not Applicable	Wood		2018
Upper Parking Lot	17,150 Square Ft.	Chip Seal	$ 60,025.00	1993
Windmill	30 Vertical Ft.	Steel Frame/Metal	$ 25,000.00	1971
Sub-Total for Posta Q.	Page 1		$ 1,287,400.00	
*Indicates owned by others.				
Total for Posta Quemada	**Page 1 and 2**		**$ 2,959,655.00**	**2019**
Total for Colossal Cave	**Page 1**		**$ 4,817,555.00**	**2019**
Total for Campgrounds	**Page 1**		**$ 313,050.00**	**2019**
Total Estimated Value for Colossal Cave Mountain Park			**$ 8,090,260.00**	**2019**



Colossal Cave - Cave Entrance

Building

December 2020

1 inch = 80 feet

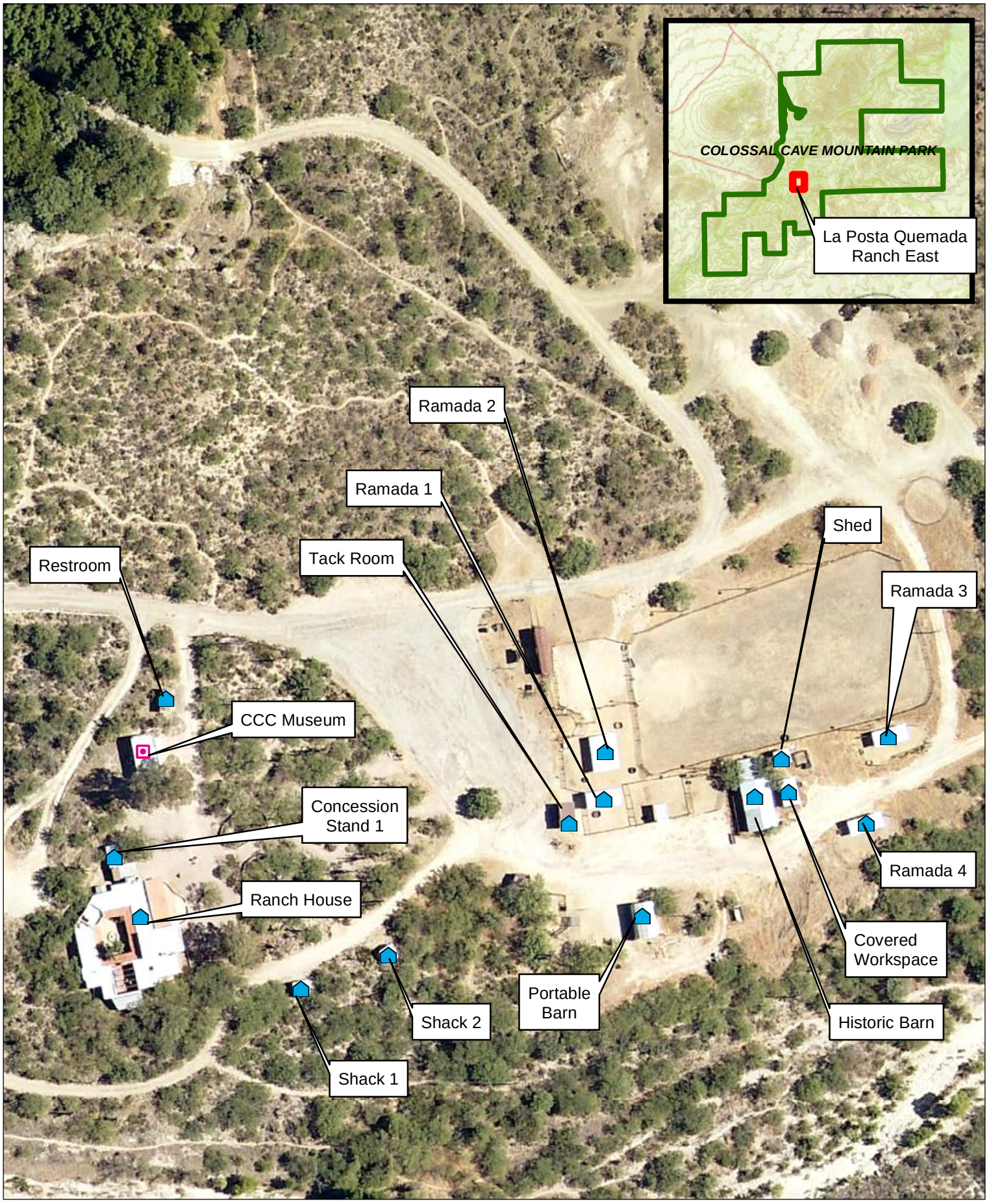
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Feet

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Colossal Cave - La Posta Quemada Ranch East

Building

Historic Building

December 2020

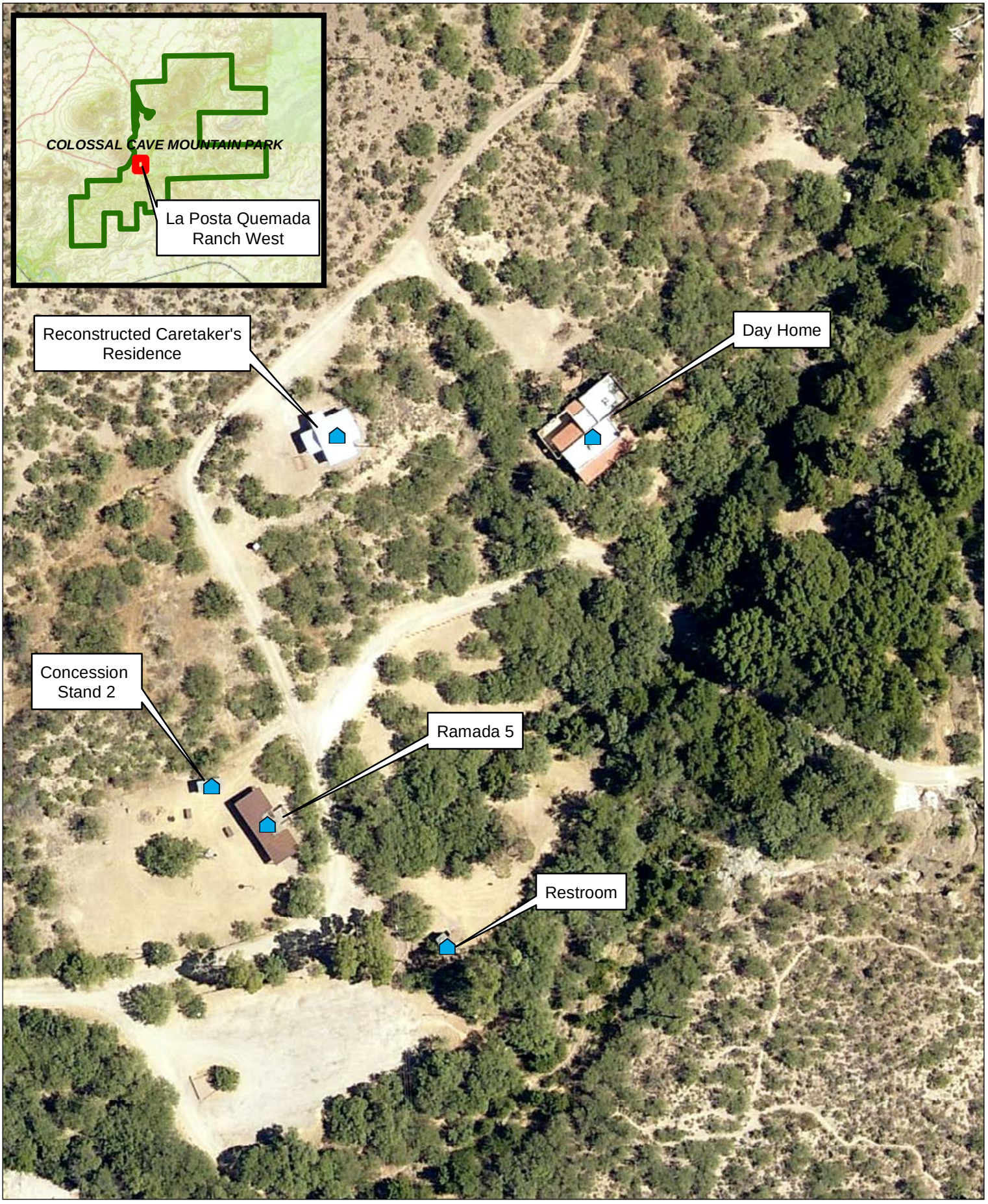
1 inch = 100 feet

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Colossal Cave - La Posta Quamada Ranch West

Building

December 2020

1 inch = 100 feet

0 25 50 75 100 Feet

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Appendix G. Mitigation Requirements for Utilities within and Adjacent to the Preserve

Appendix E Mitigation Requirements for Utilities Within and Adjacent to the Cienega Creek Natural Preserve

Prepared By: David Scalero, Pima County Regional Flood Control District, October, 2009

Over the last several years, a number of companies have requested and been granted permits to enter the Cienega Creek Natural Preserve (Preserve) to perform maintenance or reinstallation of their utility lines on existing easements. In addition, the Tucson Electric Power Company (TEP) property that crosses Cienega Creek in T16S-R6E-14 is subject to significant vegetation removal to protect overhead power lines, which can affect the integrity of the Preserve. All of these maintenance requests have involved the disturbance of soils and vegetation, thus requiring on-site mitigation. Most of the projects have not been successful (i.e., reseeding of the AT&T fiber optic line) due to the lack of proper planning and follow up by the appropriate parties. However, recent success has provided County personnel (both Amy Loughner and I) with some guidance to promote proper mitigation on and adjacent to District lands. The following is a step-by-step process that is recommended for future utility requests within the Cienega Creek Natural Preserve:

1. Consult the existing management plan to see if there are any restrictions or conditions placed on the lands to be disturbed,
2. Work directly with a qualified botanist, ecologist, biologist, or other professional in the field of environmental protection with knowledge of plant physiology. Most utility companies will hire a consulting agency to do this work, as opposed to having someone on staff. County staff should require that a qualified person (or company) be contracted if the utility company has not done so already,
3. Request a set of plans and a brief (concise) description of the project,
4. Schedule and attend a field meeting with all parties (including NRPR) to discuss the project and proposed restoration plans. County staff should identify any plant species that should be avoided or salvaged during ground disturbance and discuss the criteria that will be included in the Special Use Permit (provided below). Pictures should be taken of the area for reference,
5. Provide NRPR staff with a detailed list of comments to include in the Special Use Permit that will be provided to the utility company per the Cienega Creek Natural Preserve Management Plan. The list should include, but not be limited to, the following criteria:

    - Identify any restrictions and/or conditions identified in the management plan, if applicable
    - Keep all gates and fences closed during non-construction hours to prevent unauthorized vehicles from entering the Preserve; make sure area is secure post-construction
    - Limit the area of disturbance to that which is presented in the project plans and what was discussed during the field meeting
    - Identify and flag plants to be trimmed or salvaged
    - Notification of the County's native plant ordinance
    - Notification of any threatened and endangered species concerns

- Identification of the Floodplain Use Permit, if one is needed
- Request for a list of the plants/seeds that will be used for revegetation efforts and specifications on any mulch or hydroseed mixture that will be utilized
- Request a schedule of when construction/maintenance activities will be conducted
- Request for a project completion report, including photographs of the revegetated area,

6. Obtain a copy of the Special Use Permit once it has been completed and transmitted to the utility company,
7. Obtain the utility's project schedule, if not identified in the Special Use Permit,
8. Review the list of plants/seeds that will be used for revegetation of the site in relation to the native plants in the surrounding area and notify the utility's contact person of any discrepancies,
9. Review the project completion report to insure all revegetation work is satisfactory.
10. Conduct a post-project site visit to verify the integrity of the revegetation efforts, documented with photographs.

It is highly important to include all of the conditions within the Special Use Permit, as this will be the document to which the utility is responsible. This guide could also be useful for disturbances to other District-owned properties, even if no management plan is available.

Appendix H. Declaration of Covenants and Conditions for the Preserve

Appendix A Existing CC&R's and Attachments

Declaration of Restrictions, Covenants and Conditions for the Cienega Creek Natural Preserve

Know all by these presents:

That Pima County Flood Control District, a body politic, (the "Declarant") being the Owner of all of the following described property.

SEE ATTACHMENT "1" (the Property" herein)

does hereby certify and declare for the purposes of the preservation and protection of the natural and scenic resources of the Property subject hereto, for the benefit and proection of the County, its resources, residents, and visitors, it has established, and does hereby establish, all of the following conditions, restrictions and covenants which shall pertain only to those portions of the Property which contain the floodplain, floodway or flood erosion zone of the Cienega Creek and Davidson Canyon, as specified by the floodplain Management Ordinance 1985-FC-1. Said lands shall be used in accordance with the following provisions:

1. No building shall be erected, placed, or permitted to remain on the Property. No business, trade or manufacturing of any nature or description shall be carried out on or transacted on any portion of the property. No uses other than public recreation to the extent allowed herein and those uses permitted in the Cooperative Management Agreement dated March 3rd, 1987, among Pima County Flood Control District, Walter Armer as Co-Trustee of the Winston Wheeler and Ruth Wheeler separate Trusts, and the University of Arizona, a copy of which is attached hereto as Attachment 2 and made a part hereof by this reference, are permitted.

2. No motorized vehicles will be permitted on the Property except as required for emergency medical purposes or for maintenance or other uses approved in writing by Declarant or its designee(s).

3. The use of and access to the Property will be restricted to such uses that will maintain and protect the quality of the riparian nature of the area. The Property shall be protected and maintained as a unique riparian ecosystem. The Declarant shall prevent deterioration of the area by causing the property to be patrolled by appropriate law enforcement personnel as is reasonably required.

4. The Declarant shall not conduct, or permit any other person or entity to conduct mining, quarrying, sand hauling, fill hauling, or timbering of any kind on the Property. Hunting or trapping of birds, or animals, or the destruction or removal of plants, shrubs, trees, except written permission of the Declarant in accordance with paragraph 5 below, is expressly prohibited. In the interest of resource protection, no discharge of waste or by-products or materials on land or into the water channel that might result in harm to wildlife or human water supplies will be permitted.

5. A permit system, restricting the number of persons entering the area, will be established and administered by Pima County Parks and Recreation, or its successor, in cooperation with the Flood Control District, or its successor. The number of persons permitted access will be consistent with the goals of protection and maintenance of the riparian ecosystem of the area.

6. Granting and construction of perpendicular utility and sewer facilities crossing the Property will be permitted on a case by case basis with written approval of the Declarant. Any such easement, permits or license shall require that construction, installation, and maintenance shall be undertaken without damage to the habitat and that any disturbance thereof shall be properly mitigated.

7. All drainage across the property will be left in its natural state and will not be altered, disturbed, or obstructed.

8. The aforesaid provisions, conditions, restrictions, and covenants are impressed and imposed upon only that portion of the Property described by Attachment 1 which are a part of the floodplain, floodway, and flood erosion zone of the Cienega Creek and Davidson Canyon as specified by the Floodplain Management Ordinance 1985-FC1. Said provisions, conditions, restrictions, and covenants are not personal and shall run with the land.

9. The Declarant and its successors shall enforce these Conditions, Restrictions and Covenants to the fullest extent allowed by law and/or to obtain equitable relief.

IN WITNESS WHEREOF, the undersigned has executed these presents this day of March 3, 1987.

(signed)

_____

Sam Lena
Chairman of the Board of Directors
of the Pima County Flood Control District

Attest:

(signed)

_____

Jane S. Williams
Clerk of the Board of Directors
of the Pima County flood Control District

Attachment 1

Parcel 1: - All that part of the South Half of the South Half of Section 19, Township 16 South, Ranch 17 East, G. & S. R. B. & M., Pima County, Arizona, lying South of the Southern Pacific Railroad right-of-way, EXCEPT that part lying within the El Paso and Southwestern Railroad right-of-way.

Parcel 2: - All that part of the Northwest Quarter, of the North Half of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter, and the South half of the Southeast Quarter of Section 28, township 16 South, Range 17 East, G. & S. R. B. & M., Pima County, Arizona, lying Southerly of the Southern Pacific right-of-way.

Parcel 3: - All that part of the Northeast Quarter, and of the South Half of the Northeast Quarter of Section 29, Township 16 South, Range 17 East, G. & S. R. B. & M., Pima County, Arizona, lying South of the Southern Pacific Railroad right-of-way.

Parcel 4: - The North Half of the Northeast Quarter; the Southeast Quarter of the Northeast Quarter; the West Half of the Southeast Quarter; the East Half of the Southwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 30, Township 16 South, Range 17 East, G. & S. R. B. & M., Pima County, Arizona, EXCEPT any part thereof lying within the Southern Pacific Railroad right-of-way.

Parcel 5: - That part of the West Half of the East Half and the East Half of the West Half of Section 31, Township 16 South, Range 17 East, G. & S. R. B. & M., Pima County, Arizona lying North of the Northerly line of the relocated Tucson-Benson Interstate highway as said line is described in the final Order of Condemnation recorded in the office of the County Recorder of Pima County, Arizona, in Book 1775 of Dockets at Page 174 thereof.

Parcel 6: - The North Half of the Northeast Quarter of Section 33, Township 16 South, Range 17 East, G. & S. R. B. & M., Pima County, Arizona.

Parcel 7: - The North Half of the South Half, and all that part of the South Half of the Northeast Quarter and of the Northwest Quarter lying South of the Southern Pacific Railroad right-of-way in Section 34, Township 16 South, Range 17 East, G. & S. R. B. & M., Pima County, Arizona.

Cienega Creek
Wheeler Trust
LF:LC:agg

WP0472D

Exhibit D

Management Goals and Statement of Policy

Pima County's management goals, simply stated, are to maintain the present natural characteristics of the Cienega Creek Natural Preserve, and if possible, to allow natural restoration of the climax vegetation. Cienega Creek today is not the same riparian zone it was 100 years ago. Historical accounts and geologic records suggest that the climax vegetation for much of the acquisition area may have been a cienega, or marshland. Additional marshlands appear to have existed downstream of the natural preserve, hence the name Pantano Wash, which in Spanish means marshland.

Restoration of the climax vegetation would have significant flood control and groundwater recharge benefits. Cienegas act as natural water storage reservoirs, and flows downstream from cienegas are less variable and of greater permanence than flows from typical ephemeral streams. The increased storage capacity and slow release of flood waters provided by cienegas act to deacrease flood peaks.

The following management policies support Pima County's desire to maintain our last remaining low-elevation perennial stream in as natural a condition as possible.

1. No business, trade or manufacturing of any nature or description shall be carried on or transacted on any portion of the Preserve. No uses other than public recreation to the extent allowed herein are permitted.

2. No motorized vehicles will be permitted on the Preserve except as required for emergency medical purposes or for maintenance or other uses approved in writing by Pima County or designee(s).

3. The use of and access to the Preserve will be restricted to such uses that will maintain and protect the quality of the riparian nature of the area. The Preserve shall be protected and maintained as a unique riparian ecosystem. Pima County shall prevent deterioration of the area by causing the Preserve to be patrolled by appropriate law enforcement personnel as is reasonably required.

4. Pima County shall not conduct, nor permit any other person to conduct mining, quarrying, sand hauling, fill hauling or timbering of any kind on the Preserve. Hunting or trapping of birds or animals, grazing of cattle, or the destruction or removal of plants, shrubs, trees, except with written permission of Pima County, is expressly prohibited. In the interest of resource protection, no discharge of waste or by-products or materials on land or into water channel that might result in harm to wildlife or human water supplies will be permitted.

5. A permit system restricting the number of persons entering the areas, will be established and administered by Pima County Parks and Recreation in cooperation with the Flood Control District. The number of persons permitted access will be consistent with the goals of protection and maintenance of the riparian ecosystem of the area.

6. Granting and construction of perpendicular utility and sewer facilities crossing the preserve will be permitted on a case-by-case basis with written approval of Pima County. All parallel installations including sewers, are prohibited. Proper care must be taken during construction of the facility to assure no damage will occur to habitat and that any disturbance is properly mitigated.

7. All drainage across the Preserve will be left in its natural state and will not be altered, disturbed or obstructed.

8. Scientific studies will be permitted as agreed upon by Pima County and State Parks.

IN WITNESS WHEREOF, the undersigned has executed these presents this day of March 3, 1987.

(signed)

_____

Jane S. Williams
Clerk of the Board of Directors
of the Pima County Flood Control District

(signed)

_____

Sam Lena
Chairman of the Board of Directors
of the Pima County Flood Control District

Appendix I. Headquarters Tract Lease

CONTRACT
NO. CTN.PW-19-199
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

PIMA COUNTY

REAL PROPERTY

EMPIRITA RANCH LEASE

1. **Parties; Effective Date**. This Lease ("Lease") is made and entered into by and between Pima County Regional Flood Control District, a special taxing district of the State of Arizona ("Landlord" or "District"), and Dakota Harris ("Tenant"). This Lease shall be effective as of June 1, 2018 (the "Effective Date").

2. **Background and Purpose.**

2.1. Landlord owns certain real property in Pima County, Arizona, depicted on **Exhibit A** (the "Property"). The Property includes the historic Cowboy House (the "Cowboy House") and a ranch house (the "Ranch House"), the adjacent barn and Pastures A and B, and the well depicted on **Exhibit A** ("the Well"), but excludes the main house, Pasture C and the 3 barns adjacent to Pasture C, as depicted on Exhibit A. The Cowboy House and the Ranch House are collectively referred to as the "Residences."

2.2. Landlord and Tenant acknowledge that except for the historic ranch sites, most of the Property currently remains in a relatively undisturbed, natural state, has ecological, hydrologic, open space, cultural and historic values, and provides natural habitat for native plants and wildlife (collectively, the "Resource Values"). The Property is subject to the "Master Restrictive Covenant for District MSCP Mitigation Land" recorded on November 11, 2016 in Sequence 20163130353 (the "Restrictive Covenant"), attached as **Exhibit B**.

2.3. The Property has historically been operated primarily as a livestock ranching operation and Landlord is committed to property management as a sustainable ranching operation which fosters abundant and diverse native flora and fauna, clean air, clean water and stable soils, providing for potential economic return.

2.4. Landlord and Tenant share the goal of preserving the biological resources on the Property and permitting land uses that are compatible with the conservation of significant ecological values.

2.5. Landlord and Tenant are interested in preserving the working ranching landscape.

2.6. Tenant is familiar with the Property and has occupied the Property since June 1, 2018, and desires to continue to occupy and manage the Property.

2.7. This Lease benefits Landlord by relieving it of the financial costs and burdens of physically managing and operating the Property using Landlord employees.

3. **Lease.** Landlord hereby leases the Property to Tenant and Tenant leases the Property from Landlord, in consideration of Tenant's compliance with all the terms and conditions of this Lease, and timely performance of all its obligations under this Lease.

4. **Term.** The term of this Lease is for two years commencing on the date this Lease is signed by District and Tenant (the "Commencement Date"), unless earlier terminated or extended in accordance with the terms set forth herein. Any holding over after expiration hereof, with the consent of Landlord, will be a month-to-month tenancy in accordance with the terms hereof, as applicable.

5. **Use of Property.**

5.1. Management Objectives. Tenant shall use the Property subject to the terms and conditions of this Lease and in accordance with Landlords resource management objectives (the "Management Objectives") listed below in the following order of priority:

5.1.1. Protect, preserve, and enhance natural plant and wildlife communities of the Property.

5.1.2. Enhance watershed characteristics and make judicious use of water resources associated with the Property.

5.1.3. Manage improvements and infrastructures associated with the Property to the extent necessary to support the Management Objectives.

5.1.4. Notify Landlord of adverse resource impacts resulting from undocumented immigrant travel and associated law enforcement activities.

5.2. Permitted Uses. The following uses of the Property by Tenant are permitted (the "Permitted Uses"):

5.2.1. *Residences.* Tenant will use the Residences only for residential purposes and will comply with all applicable laws, statutes, rules, regulations and other legal authority with respect to the use of the Property, and will not use the Property for any illegal purpose, nor conduct any illegal activities thereon. Tenant will not permit a nuisance on the Property or permit any activity that interferes with the neighbors' quiet enjoyment of their properties. Tenant will not permit any unsafe conditions to exist on the Property.

5.2.2. *Cattle Transfers.* Tenant may use the Property for the transfer of cattle. Tenant shall provide District with notice of a transfer prior to the transfer taking place. Transfer of cattle shall be restricted to Pastures A and B as shown on **Exhibit A**. Manager shall be prohibited from using Pasture C for cattle transfers; however, other cattle transfer areas may be identified and utilized by mutual written agreement of District Director and Tenant. Tenant's use of Pastures A and B is limited to cattle transfers only.

5.2.3. *Horses.* Tenant may use horses for its ranching related activities, however, Tenant shall not pasture horses on the Property except in Pastures A and B and in the Property corrals. Tenant shall maintain not more than 8 horses on the Property without the prior written approval of District Director.

5.2.4. *Associated Activities.* Tenant may use the Property for all activities normally associated with ranching operations. Tenant shall limit ranch workers to numbers commonly employed on the Property.

5.3. Prohibited Uses. The following uses of the Property are prohibited or restricted, as provided below:

5.3.1. *Natural Resources.* Tenant is strictly prohibited from removing any trees, cacti, shrubs, gravel, rock, sand, minerals or cultural artifacts from the Property and Tenant shall disturb no wildlife habitat, biologic, cultural, geologic, scenic, historical or archaeological site or resource, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Property.

5.3.2. *Noise.* Tenant shall not install, use, or permit the installation or use upon the Property of any public address equipment, television equipment, radio, loudspeaker, or other equipment or device producing noises that can be heard outside the immediate area of the Ranch headquarters/residence area except as reasonably necessary to conduct ranch operations and maintenance. This shall not be deemed to prohibit the use of equipment that is necessary to fix ranch equipment or improvements on the Property, provided that the noise is minimized to the extent reasonably possible.

5.3.3. *Water Pollution.* Tenant shall comply promptly with any regulations, conditions, or instructions affecting the activity authorized if and when issued by federal, state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution. Tenant shall not discharge any substances which will contaminate streams or other bodies of water or otherwise become a public nuisance. Such regulations, conditions or instructions in effect or prescribed by the federal, state or local government or contained herein are made a condition of this Lease. Such prohibition does not pertain to controlling cattle waste in streams, streambeds or watercourses, or bodies of water, unless water quality measures have been taken or installed to prevent cattle from entry into such streams, streambeds, water courses,

ponds or water bodies.

5.3.4. *No Explosives.* Tenant's use of explosives on the Property is strictly prohibited.

5.3.5. *Hunting.* Tenant shall not post the Property against public entry for hunting without prior written approval of District. Tenant will reasonably accommodate the general public attempting to exit the property north on Empirita road when they mistakenly enter the Property.

5.3.6. *Compliance with Restrictive Covenants.* Tenant's use must strictly comply with the terms of the Restrictive Covenant.

5.3.7. *No Other Uses.* Any use of the Property not expressly permitted by this Lease is prohibited.

5.4. Obligations of Tenant; Rights of Landlord.

5.4.1. *Native Plans and Cultural Resources.* Tenant shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq. or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq., or any successor statutes). Tenant shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites.

5.4.2. *Undocumented Immigrants and Squatters.* Tenant shall make a good faith effort to keep District informed of undocumented immigrant and associated law enforcement activity on the Property, as well as off-road vehicle travel, trash accumulation, abandoned vehicles, wildcat dumping and the existence of squatters, particularly where Resource Values are being adversely impacted. In no event is Tenant responsible for remedying any such impacts, although Tenant and the District may consult and agree to mutually acceptable remediation or mitigation.

5.4.3. *Use Consistent with Owner's Rights.* Tenant understands and agrees that the Property shall be managed and operated in such a manner as to protect the biological and hydrological resources of the Property. Tenant acknowledges the possibility that such management objectives and natural conditions may limit, restrict, or otherwise impact the location and number of cattle permitted to graze on the Property.

6. **Rent.**

6.1. Monthly Rent. Commencing on the date this Lease is signed by District and Tenant (the "Commencement Date"), Tenant will pay $400.00 per month for the Cowboy House, and $575.00 per month for the Ranch House, or a total of $975.00 for the Residences as rent hereunder, due on or before the 10th day of each month. The rent for the period between the Effective Date and the Commencement Date is a total of $624 per month ($200/Cowboy House and $424/Ranch House).

6.2. Late Fee/Default. If rent is not paid by the due date, a $25.00 late fee will be due. In the event rent is not paid within five (5) days after the due date, Tenant shall be in default, and agrees to pay a default charge of $3 per day until the monthly rent is paid in full. Tenant agrees further to pay $50.00 for each dishonored bank check.

6.3. Payment of Rent. All Rent payments and any late fees and default charges shall be sent to: Pima County Finance & Risk Management; Revenue Management Division; Bank of America Building DT-BAB6-402; 33 N. Stone Avenue, 6th Floor; Tucson, AZ 85701.

6.4. Rent Current. Tenant will bring all rent payments current from the Effective Date through the month this Lease is signed by District within seven calendar days after the District signs this Lease.

7. **Cattle Transfer Fee.** In addition to the monthly rent for the Residences, Tenant will pay an annual cattle transfer fee of $1,320, due and payable on the anniversary date of this Lease.

8. **Security Deposit.** Landlord acknowledges receipt of $975.00 as a deposit securing the full and faithful performance of each and every term and condition of this Lease, including payment of rent, repair for damages to the Property caused by the Tenant, and cleaning the Property at the end of this tenancy. Landlord may use, apply, or retain the whole or any part of this security for payment of any or all of the above purposes. Landlord will return any remaining portion to the Tenant no later than two weeks after termination of the tenancy. Tenant is not entitled to interest on the security deposit.

9. **Pets; Deposit.** Tenant shall be entitled to keep ten (10) working dogs on the Property, and no more than four additional (4) domestic pets (dogs, cats or birds); provided that:

9.1. At such time as Tenant shall actually keep any such animal on the Property, Tenant shall pay to Landlord a pet deposit of $50 per domestic pet (excluding working dogs) , which shall be non-refundable; and

9.2. For all animals, including working dogs, Tenant will comply with Pima County Code chapter 6.04 titled Animal Control Regulations, including the prohibition all tie-outs such as chains, leashes, wires, cables, ropes or similar restraining devices (section 6.04.110).

10. **Utilities**.

10.1. Tenant shall contract directly with the appropriate public utility for all water, gas, electricity, portable or telephone service, garbage, and sewage, or other utility or service furnished to or used by Tenant during the term of this Lease at Tenant's sole cost and expense. Tenant shall and hold harmless Owner from and against any charge for the installation, connection, maintenance, and furnishing of all necessary utilities, meters and services. Tenant shall provide

for the extension of any utility service or distribution lines (water, gas, electricity, portable or telephone, garbage, sewage, or other) required to serve the Property at Tenant's sole cost and expense. Tenant shall comply with all applicable government-mandated water and energy conservation programs in fulfilling its obligations of this Lease. In the event the installation of utilities shall involve any earth disturbing or view shed impacts, Tenant shall first obtain District's approval for such activities.

10.2. District shall not be liable for any damages resulting from any failure to furnish or delay in furnishing any utility service, whether water, gas, electricity, telephone, garbage, sewage or other. Tenant will pay for the cost of all utilities used on the Property, which shall include water and sewer, gas and electricity, television cable, telephone, trash collection and other similar living expenses associated with the Property.

10.3. Tenant may, at its own cost and expense, utilize water from the Property to the extent permitted by law and by District's water rights associated with the Property, solely for use on the Property in performance of Tenant's operations and obligations under this Lease. District assumes no responsibility to Tenant for any water shortage from the source or sources of water or from any source whatsoever; nor does District warrant the quality or quantity of water obtained from any source. Use of water on the Property by Tenant shall be limited to the amount required to operate its cattle ranching operation on the Property and as otherwise permitted under Paragraph 5 above.

10.4. District reserves the right to enter the Property at regular intervals to test the quality of the water and, further, curtail use of potable water by Tenant from wells or springs on the Property in the event the water exceeds contaminant level standards established by the Arizona Department of Environmental Quality.

11. **Maintenance.**

11.1. District Repairs. Subject to Tenant's maintenance responsibilities set forth below, the Landlord will make all major repairs and maintain the Property in a fit and habitable condition, and comply with the applicable codes affecting health and safety; and maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, cooling, water, and hot water facilities. If Landlord in the future replaces any appliances furnished as part of the Property, it shall solely determine the make, model and capacity of said appliance. District will maintain the wells on the Property, including the water storage tanks. District is responsible for maintaining existing roads, including grading, filling, and otherwise maintaining the roads in passable condition.

11.2. Tenant's Maintenance Responsibilities. Tenant is responsible for:

11.2.1. Keeping all improvements on the Property in functional condition, suitable for the purpose(s) for which they have been installed, including housing, barns, corrals, fencing, roads, and water lines, normal wear and tear excepted. Tenant alone shall bear the cost for any and all

repair and maintenance work related to improvements and facilities needed for the ranching operation on the Property. All historic improvements must be maintained so that they retain their historic character;

11.2.2. Maintaining the Property in a neat and clean condition;

11.2.3. Securing the Property and contents therein and taking all necessary steps and precautions to guard against vandalism and other potential damage to the Property;

11.2.4. Informing the Landlord promptly of damage to the Property or of any malfunction of a structural, electrical, plumbing, heating or cooling or other working component; and

11.2.5. Trimming overgrowth immediately surrounding the residence, and removing trash and rubbish from the Property.

11.2.6. Tenant shall arrange for the storage and disposal of all garbage and waste materials according to applicable law at its sole cost and expense. Tenant shall remove garbage, trash and non-toxic or hazardous waste to a legal dumpsite no less than twice a year. Tenant shall be responsible for handling and disposing of garbage and waste in such a manner as to prevent the production of offensive odors and the attraction of rodents and other vermin. Tenant shall not use any existing dumpsite on the property for permanent waste disposal.

11.2.7. Tenant shall maintain and repair fencing on the Property at Tenant's sole expense, including fencing which may be or have been installed by District. Tenant may seek to be reimbursed for fencing costs exceeding $1,000 per project by first obtaining the prior written approval of District for such costs. District may not construct any fencing without prior consultation with Tenant.

11.2.8. All toxic and hazardous materials resulting from Tenant's operations under this Lease shall be removed to a legal dumpsite off the Property at Tenant's sole cost and expense. Tenant, at Tenant's sole cost and expense, shall remedy any hazardous or potentially hazardous condition occurring on or after the Effective Date by or under the direction of Tenant within thirty (30) calendar days of written or oral notice by District's officers, agents or employees or by any federal, state, or local regulatory agency having jurisdiction. At the discretion of District's officers, agents or employees, Tenant shall stop work or any activities related to the hazardous materials until Tenant cures such hazardous or potentially hazardous condition. As used in this Lease, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property including all of those materials and substances designated as hazardous or toxic by any governmental agency now or hereafter authorized to regulate materials and substances in the environment.

11.2.9. Tenant shall be responsible for all pest management on the Property, excluding termite treatment. Tenant shall comply with all applicable local, state and federal pest management and structural pest control regulations and restrictions on the use of pesticides as well as posting and record-keeping requirements.

11.2.10. Tenant shall be responsible for damage to the Property or its Resource Values caused by its intentional, reckless, or negligent conduct, or the intentional, reckless, or negligent conduct of its agents or designees, except for normal wear and tear. Tenant shall not be responsible for repairing any damages caused by the negligence of District, unless Tenant shares responsibility for that damage, in which event Tenant shall be responsible for the proportion of damages that were caused by Tenant.

12. **Indemnity and Hold Harmless**

12.1. Owner not Liable. District shall not be liable at any time for loss, damages, or injury to the person or property of any person at any time, arising directly or indirectly out of (i) any act of Tenant or of anyone holding under Tenant; (ii) the occupancy or use of the Property by the Tenant; or (iii) any adverse and unsatisfactory state or condition of the Property caused by Tenant's livestock and agricultural operations during the term of this Lease. District shall not be liable for any loss of profits or business opportunity losses that Tenant may incur for any reason, including interruption of business or termination of this Lease.

12.2. Indemnification of Landlord. Tenant shall indemnify, defend, and hold harmless District, its officers, agents and employees from any claim, liability, loss, or damage arising out of, or in connection with, performance of ranching operations upon the Property under this Lease by Tenant, its agents, employees, or subcontractors, except to the extent that such claim, liability, loss, or damage was caused by the negligent or intentionally wrongful acts or omissions of District's officers, agents and employees, designees or representatives.

13. **Condition/Inspection.** Tenant and Landlord have jointly inspected the Property and agree that, as of the commencement of this lease, the Property, and all fixtures contained therein, are clean and in good order, condition and repair. Upon the termination of this Lease or any extension thereof, Tenant will leave the Property in a good and clean condition. Tenant has the right to accompany Landlord representatives on an inspection of the Property upon Tenant's removal therefrom.

14. **Improvements.**

14.1. Landlord's Consent Required. Except as provided in this section 14, Tenant will not make any construction, alterations, additions, or improvements to the existing buildings, nor will Tenant construct or install any appurtenant structure without prior written consent from:

14.1.1. District's Director or designee if the cost is less than $15,000.00;

14.1.2. The County Administrator is the cost is greater than or equal to $15,000 and less than $100,000; and

14.1.3. The District's Board of Director's if the cost is more than $100,000.00.

14.2. Tenant will carry out any such construction that Landlord approves in accordance with all applicable zoning ordinances, building codes, and fire and safety regulations, and Tenant will obtain any required permits. All improvements placed on the Property by Tenant will become the property of Landlord once constructed.

14.3. New Structures or Roads. Tenant shall not construct any new structures or roads on the Property without the prior written approval of District Director as to site location and design. Tenant may be required to seek cultural resource clearance of the location before engaging in any earth-moving activity. Tenant shall comply with all applicable federal, state and local building codes and ordinances for any structure or road constructed on the Property by Tenant. All costs for any such construction shall be borne solely by the Tenant

14.4. Permitted Improvements. Tenant may install or make improvements to the structures and facilities on the Property reasonably needed for the permitted activities on the Property, at its sole expense, provided it has received approval of District prior to making such improvements, which approval shall not be unreasonably withheld.

14.5. Fencing. Tenant may construct new fencing as depicted on Exhibit C. The materials for the fencing will be provided at District's expense, and District will survey the location of the fence. Tenant will be responsible for installation of the fence at Tenant's expense.

15. **Liens.** Tenant will keep the Property free and clear of all liens, claims and encumbrances of any type whatsoever.

16. **Notices.** Notices will be made with personal delivery or by the United States Mail, postage prepaid, certified or registered, and addressed as follows:

To Tenant: Dakota Harris
P.O. Box 226
Dragoon, Arizona 85609

To Landlord: Regional Flood Control District
Attn: Suzanne Shields
201 N. Stone Ave. 9th Floor
Tucson. AZ 85701

With a copy to: Manager, Real Property Services
201 N. Stone Ave.. 6th Floor
Tucson, Arizona 85701

The parties will notify the other party of any change of mailing address.

17. **No Sublet.** Tenant will not sublet the Property or any portion thereon, or assign, sublet or in any way transfer this Lease or Tenant's rights and obligations hereunder, without Landlord's prior written approval. Tenant shall fully disclose to District the qualifications, experience, and financial ability of any proposed assignee/sublessee for such an assignment or sublease.

18. **Inspections.** Landlord has the right to enter and to inspect the Property at reasonable times by giving 2 days prior notice to Tenant, except in case of emergency or if it is impractical to do so.

19. **Insurance, Risk of Loss.**

19.1. Tenant agrees to maintain comprehensive general liability, workers compensation (as required by law), and property damage insurance with an insurance company or companies approved by Owner.

19.2. Tenant shall provide District with a copy of a certificate of excess liability insurance in the amount of $2,000,000, naming District as additional insured. Such certificate shall be provided to District by the Effective Date of this Lease and whenever any changes are made to Tenant's liability policy. The certificate shall provide for guaranteed thirty (30) days written notice to District of cancellation, non-renewal or material change. Tenant acknowledges that Landlord's hazard insurance on the Property does not cover the Tenant against loss of personal property for any reason.

19.3. It is Tenant's responsibility to obtain renter's insurance at Tenant's sole cost and expense.

20. **Default and Remedies.**

20.1. Tenant Default. The occurrence of any one or more of the following events shall constitute a breach and default of this Lease by Tenant, for which Landlord may terminate this Lease:

20.1.1. *Failure to Pay Rent.* Tenant fails to pay rent when due, and such failure continues for a period of five (5) calendar days after written notice by Landlord of nonpayment and stating Landlord's intent to terminate the Lease if the rent is not paid within that period to time.

20.1.2. *Other Covenants.* Tenant fails to observe or perform any other of the covenants.

conditions or provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of not less than twenty (20) days after receipt of the notice.

20.1.3. *Health and Safety*. If there is a noncompliance by Tenant materially affecting health and safety within ARS section 33-1341, Landlord may deliver written notice to Tenant specifying the acts and omissions constituting the breach and that this Lease will terminate upon a date not less than five (5) days after receipt of the notice if the breach is not remedied in five days.

20.2. Landlord Default. Landlord will be in default hereunder if Landlord fails to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by Landlord, where such failure continues for a period of thirty (30) days after written notice thereof by Tenant to Landlord.

20.3. Remedies. Either party may pursue any remedies provided by law and in equity for the breach of this Lease. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Lease.

20.4. Entry for Mitigation. In the event District determines that activities or actions by Tenant have adversely impacted the Property, its improvements, or its Resource Values, District shall, in addition to its right to declare Tenant in default and terminate this Lease, as provided above, be entitled to enter the Property for the purpose of mitigating damages and recover from Tenant the cost of such Tenant-caused damage and corrective action.

21. **Termination.**

21.1. This Lease may be terminated for a conflict of interest as provided in A.R.S. § 38-511, which is incorporated herein by reference.

21.2. In the event of an early termination, for any of the reasons set forth in Section 20, Tenant shall remove all personal property and livestock from the Property as soon as practicable but in no event later than thirty (30) calendar days after notice of the termination (unless District extends this time period, in writing). If Tenant fails to remove all personal property and livestock within the time specified, District may, at its sole discretion, take possession of the personal property and livestock and offer the property and livestock for sale at public auction, or otherwise dispose of the property and livestock according to applicable law.

22. **Miscellaneous.**

22.1. Attorney's Fees. If either party brings any action or proceeding in court to enforce any provision of this Lease or for damages because of an alleged breach of any provision of this Lease (except as may otherwise be specified in this Lease), the prevailing party shall be entitled to receive from the losing party the amount the court determines to be the reasonable costs and attorney's

fees for the prevailing party.

22.2. Binding Effect. The covenants and agreements contained in this Lease shall bind the respective successors, assigns, heirs, and legal representatives of the Parties.

22.3. Non-Discrimination. Both Parties shall comply with State Executive Order 99-4, if applicable, and all other applicable federal and state laws, rules and regulations, including the Americans with Disability Act.

22.4. Entire Agreement. This Lease and any attached exhibits or addenda set forth all covenants, agreements, conditions, and understandings between Owner and Tenant concerning the Property. There are no covenants, agreements, conditions, or understandings, either oral or written, between the Parties other than those set forth in this Lease.

22.5. Exhibits. The following Exhibits are fully incorporated herein as if set forth at length:

Exhibit A	Depiction of the Property
Exhibit B	The Restrictive Covenant
Exhibit C	Location of the new fence

TENANT: Dakota R Harris — April 19th 2019

Dakota Harris — Date

Approved and accepted by:

LANDLORD: Pima County Regional Flood Control District

By: _____

Title: Procurement Director 5/15/19

Recommended for Approval:

Suzanne Shields

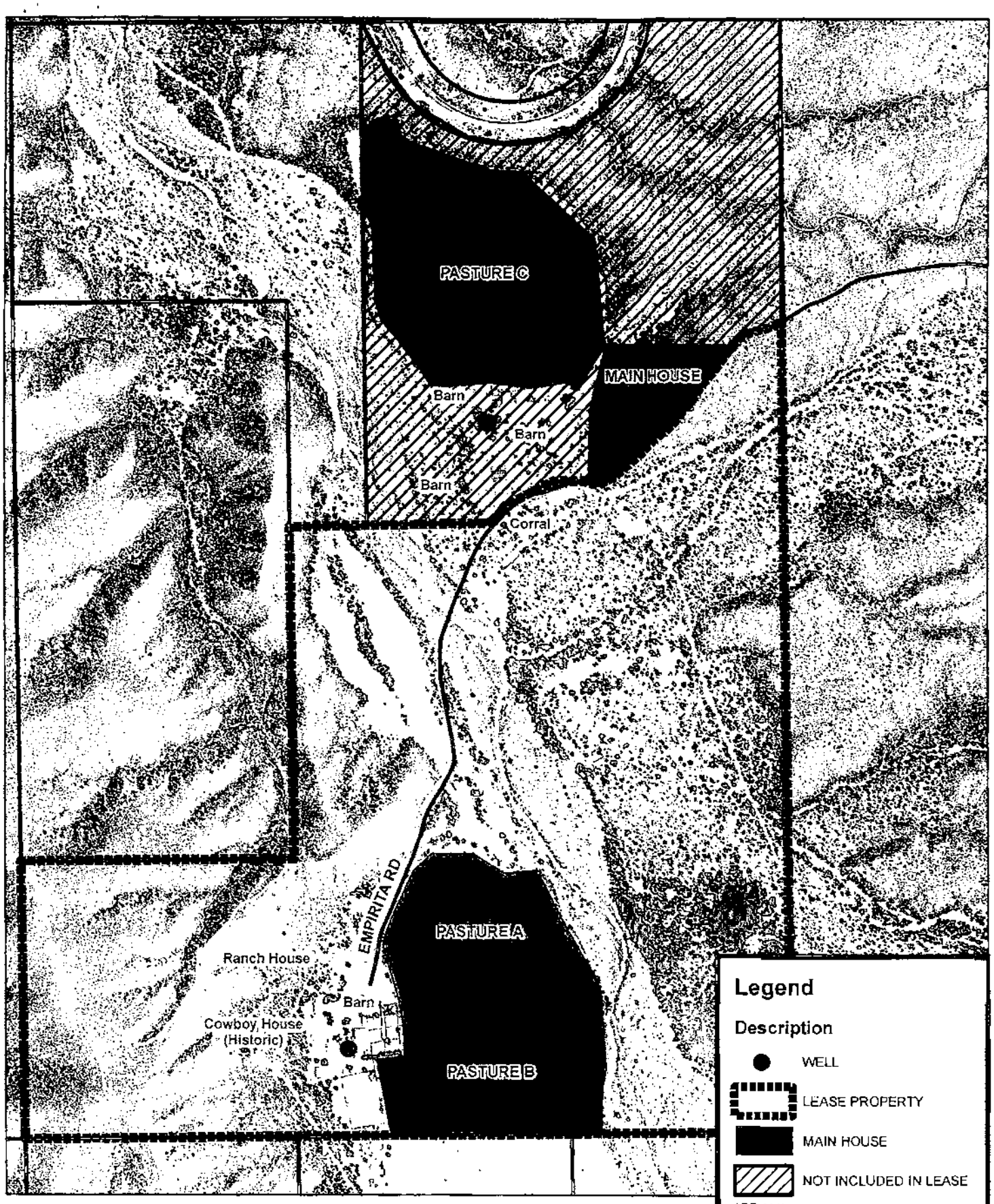
Suzanne Shields, P.E.
Director, Regional Flood Control District

Neil J. Konigsberg, Manager
Real Property Services

Rita Leon
Senior Real Property Acquisition Agent

APPROVED AS TO FORM:

Kell Olson
Deputy County Attorney



N

Exhibit "A"

Empirita Ranch

F. ANN RODRIGUEZ, RECORDER
Recorded By: LW
DEPUTY RECORDER
41

PCREA
PIMA CO REAL PROPERTY SERVICES
PICKUP

SEQUENCE: 20163130354
NO. PAGES: 104
COV 11/08/2016
14:53:01
PICK UP
AMOUNT PAID: $0.00

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
ATTN.: MICHAEL D. STOFKO
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701-1215

EXHIBIT "B"

DOCUMENT TITLE: **MASTER RESTRICTIVE COVENANT FOR PIMA COUNTY MSCP MITIGATION LAND**

ARS Section 11-1134 is inapplicable.

RecordedDocReturn.Frm

104

Master Restrictive Covenant for

Pima County MSCP Mitigation Land

This Master Restrictive Covenant ("**MSCP Master Covenant**") is entered into by Pima County, a political subdivision of the State of Arizona ("**County**"), the Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc., an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary being collectively the "**Parties**").

1. **Background and Purpose**

1.1. The United States Fish and Wildlife Service issued permit #TE84356A to County (the "**Permit**") for the incidental take of threatened and endangered species caused by specific, lawful activities within Pima County. To direct the mitigation of these incidental takes and ensure compliance with the permit, the County has established its Multi-Species Conservation Plan ("**MSCP**"). The objectives of the MSCP (the "**Objectives**") include managing mitigation lands to prioritize conservation of Covered Species and their habitats, prevent landscape fragmentation, and support species establishment or recovery.

1.2. The County owns the real property listed in Exhibit A (the "**Restricted Property**" or "**Restricted Properties**"). A map identifying the Restricted Property is attached hereto as Exhibit B. Individual maps of each of the Restricted Properties are attached hereto as Exhibit C. The Restricted Property contains significant undisturbed natural open space that the County wishes to preserve and protect for the mitigation of incidental take covered by the County's incidental take permit.

1.3. The Parties intend this MSCP Master Covenant to prohibit uses of the Restricted Properties that would impair or interfere with the mitigation efforts of the County, except for any pre-existing uses as shown on imagery by Pictometry or Pima Association of Governments dated 2015 or 2016, whichever is more recent (the "**Pre-existing Uses**").

1.4. The Parties intend that this MSCP Master Covenant assure that the Restricted Properties will be forever preserved as natural open space for the conservation of natural habitat for wildlife, the protection of rare and unique native plants and animals and the scenic enjoyment of the general public.

2. **Recording of Site Specific Restrictive Covenants**

2.1. The Parties intend that a site specific agreement ("**Site Specific Agreement**") be recorded for each individual property listed on Exhibit A and depicted on Exhibits B and C. The Site Specific Agreement shall be in the form of Exhibit D attached hereto. The Parties intend that each Site Specific Agreement incorporate all of the terms and conditions contained in this MSCP Master Covenant. Each Site Specific Agreement will contain the legal description of the referenced property, and recordation of a Site

Specific Agreement will subject the real property described therein to the terms of this MSCP Master Covenant and cause such property to be a Restricted Property.

2.2. County hereby delegates to the County Administrator or his designee the authority to sign each of the Site Specific Agreements on behalf of County. District hereby delegates to the General Manager of the District or his designee the Authority to sign each of the Site Specific Agreements on behalf of District.

3. **Nature of MSCP Master Covenant**

3.1. This MSCP Master Covenant runs with each Restricted Property and binds the County and its successors and assigns.

3.2. This MSCP Master Covenant remains in perpetuity with respect to each Restricted Property, unless released by written consent of County, District, and Beneficiary, with the written concurrence of the U. S. Fish & Wildlife Service. Any release will specify if it relates to a specific Restricted Property or to this Master Agreement and, therefore, all the Restricted Properties.

3.3. The uses of the Restricted Properties prohibited by this MSCP Master Covenant remain in effect notwithstanding any future annexation of all, or any portion, of a specific Restricted Property by a municipality.

3.4. This MSCP Master Covenant may not be amended or modified except upon written agreement of County, District, and Beneficiary, and written concurrence from the U.S. Fish and Wildlife Service.

3.5. This MSCP Master Covenant may be enforced by District or Beneficiary as provided in Section 9 below.

4. **The Restrictions**. Except as provided in Section 5 of this MSCP Master Covenant, the following uses of the Restricted Properties are prohibited (collectively the "**Restrictions**"):

4.1. Development of the Restricted Properties, including subdividing or lot splitting of a Restricted Property;

4.2. Construction or placement of new or additional buildings or structures on a Restricted Property, unless the construction supports the purposes for which the Restricted Property was originally intended including any adopted master plan, and does not degrade the Restricted Property's values as expressed in the purpose statement;

4.3. Alteration of the ground surface or natural vegetation, except as may be needed for ranch, range improvement, or trail-based recreational uses, and only if such alterations are consistent with other provisions of the Multi-species Conservation Plan;

4.4. Impoundment, diversion or alteration of any natural watercourse unless for watershed enhancement to improve species habitat or to maintain a Restricted Property's mitigation values;

4.5. Development of, or the granting of, access, rights-of -way or easements for new roads or new utilities, including telecommunications facilities, except where County has no discretion to prohibit the activity;

4.6. Filling, excavation, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Restricted Property, except where County has no discretion to prohibit the activity;

4.7. Storage, accumulation or disposal of hazardous materials, trash, garbage, solid waste or other unsightly material on the Restricted Property;

4.8. Introduction of non-native fish or amphibians or other non-native animals to or from catchments, tanks, springs or creeks. Other non-native species that might adversely affect the mitigation of permitted activities are also prohibited except for the purposes of supporting existing ranching operations, if any, and limited to those areas identified that have historically been devoted to the growing of such species, as shown on 2015 or 2016 aerial photographs;

4.9. Storage and use of biocides and chemical fertilizers except for residential and agricultural purposes. Aerial application of biocide or other chemicals is prohibited except where County and District concur that it is an appropriate and necessary management technique to promote the recovery and re-establishment of native species, to reduce threats to ecosystem structure and function, or to protect public health, safety and welfare;

4.10. Pumping of water from existing diversions for purposes other than on-site residential, wildlife, recreational, habitat enhancement and agricultural uses associated with livestock grazing on the Restricted Property. Increases in the pumped amounts of surface or subsurface water as allowed by the Arizona Department of Water Resources are not permitted without joint approval from the County and District and concurrence from the U.S. Fish and Wildlife Service;

4.11. Installation of underground storage tanks for petroleum or other polluting substances, except for already existing or permitted septic tanks;

4.12. Confinement of livestock where animals are permanently located in enclosures and the majority of their feed supplied from outside sources. This includes feeder cattle, dairy, pig, poultry and exotic animal farm operations;

4.13. Commercial enterprises inconsistent with the Objectives, excluding farming and ranching. The County and District may jointly approve commercial enterprises, other

than farming or ranching, that provide for ecotourism or wildlife-related recreation provided that it is consistent with the Objectives and does not degrade the Restricted Property's mitigation value;

4.14. Residential use for mobile homes, travel trailers, tent trailers, self-propelled recreational vehicles and like structures or vehicles, except temporary use as permitted by County Park Rules or reasonable use as needed to support the protection or enhancement of the Restricted Property's mitigation value;

4.15. Paving of roads using asphalt or concrete except where required by County ordinance;

4.16. Any modification of the topography of the Restricted Property through the placement of soil, dredging spoils, or other material, except for those uses permitted under this document, or to reduce soil erosion or to protect public health, safety and welfare;

4.17. Severance of water rights appurtenant to the Restricted Property including the transfer, encumbrance, lease and sale of water rights;

4.18. Off-road vehicular travel except to facilitate permitted activities on the Restricted Property; and

4.19. Removal of natural, mineral, or cultural resources that is not authorized by County.

5. **Exceptions to Restrictions.** Notwithstanding any other provision of this MSCP Master Covenant, the following uses of the Restricted Properties are not prohibited:

5.1. Any use of the Restricted Property which the County Board of Supervisors in its reasonable discretion determines is necessary to retain, restore, or enhance the mitigation of incidental take covered by the Permit;

5.2. Any Pre-existing Use of the Restricted Property;

5.3. Any use of the Restricted Property expressly permitted by a contract in effect between the County and a third party as of the date this MSCP Master Covenant is recorded; and

5.4. Any use of the Restricted Property which the County Board of Supervisors determines, based on clear and convincing evidence presented to said Board, is necessary to protect the public health, safety or welfare.

6. **Obligations of County**

6.1. County, through its employees, agents and contractors, retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Restricted Properties. County remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use undertaken on the Restricted Properties. All such activity shall comply with all applicable Federal, state, and local laws, regulations, and requirements.

6.2. County, through its employees, agents and contractors, at County's expense, will conduct an inspection of the Restricted Properties at least biennially to determine if there are any violations of the Restrictions. The inspection will be completed by either examination of aerial photographs or by physical inspections with onsite photographs taken at the time of the inspections. The County will prepare and deliver copies of biennial reports ("Reports") of its inspections, which reports will describe the then current condition of the Restricted Properties inspected and note any violations of the Restrictions. Copies of the Reports will be provided to District and Beneficiary upon completion, and in no event later than October 15 of each biennial reporting year. County will maintain the Reports as County records in accordance with Arizona state law.

6.3. County shall report any violations of the terms of this MSCP Master Covenant to District and Beneficiary within 2 working days of County discovery and confirmation of any such violation. For purposes of this Section 6.3, the determination of what shall constitute a reportable violation of this MSCP Master Covenant shall be at County's reasonable discretion. However, County's determination of what is reportable pursuant to this Section 6.3 will not limit District or Beneficiary's right to enforce this MSCP Master Covenant as provided for in Sections 7, 8, and 9 of this MSCP Master Covenant.

6.4. The parties acknowledge that Beneficiary has no legal ownership interest in the Restricted Properties, and it is the parties' intent that the Beneficiary not undertake any responsibility or liability with respect to the Restricted Properties, other than liability related to Beneficiary's negligence ("Beneficiary's Negligence"), as more specifically limited below. Therefore, County agrees:

6.4.1. County (as indemnifying party) shall indemnify, defend and hold harmless, Beneficiary and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

6.4.1.1. breach or non-fulfillment of any provision of this Agreement by County, District, or County or District's personnel;

6.4.1.2. any negligent or more culpable act or omission of County, District, or County or District's personnel (including any reckless or willful misconduct) in connection with the performance of County, District, or County or District's personnel under this Agreement;

6.4.1.3. any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of County, District, or County or District's personnel (including any reckless or willful misconduct);

6.4.1.4. any failure by County, District, or County or District's personnel to comply with any applicable federal, state or local laws, regulations or codes, including any failure related to their performance under this Agreement; or

6.4.1.5. any claim by any third party asserting a failure of Beneficiary to enforce Beneficiary's rights, or perform Beneficiary's duties, under this Agreement. County's obligation to indemnify Beneficiary against third party claims related to any failure of Beneficiary perform Beneficiary's duties, under this Agreement will not preclude County from replacing Beneficiary as provided in Section 8.5. Replacement of Beneficiary will be County's sole remedy for Beneficiary's breach of its obligations under this Agreement.

6.4.2. Beneficiary must give notice to County (a "**Claim Notice**") of any claim filed which may give rise to a Losses. Indemnified Party's failure to provide a Claim Notice does not relieve County of any liability, but in no event shall County be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the claim. County's duty to defend applies immediately after receiving a Claim Notice.

6.4.3. County may select legal counsel to represent Beneficiary in any action for which County has an obligation to indemnify, defend and hold harmless Beneficiary, and County shall pay all costs, attorney fees, and Losses.

6.4.4. County shall give prompt written notice to Beneficiary of any proposed settlement of a claim that is indemnifiable under this Agreement. County may settle or compromise any claim without Beneficiary's consent, so long as Beneficiary is not responsible for paying any Losses.

7. Obligations of District

7.1. District shall review any and all reports on potential violations of the Restrictions provided by County to District as required by this MSCP Master Covenant, at District's expense.

7.2. If the event of any action that may constitute a violation of the terms of this MSCP Master Covenant, District shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this MSCP Master Covenant.

7.3. In the event that County desires to take action with respect to the Restricted Properties that may constitute a violation of this MSCP Master Covenant, County will obtain District's prior approval of such action, and District shall respond to any such request from County in a timely manner.

7.4. District and County will advise Beneficiary in writing of any non-privileged communications between County and District with regard to the matters referred to in Sections 7.2 and 7.3. District and County will also provide Beneficiary with copies of any written communications, in whatever form, between District and County with regard to the matters referred to in Sections 7.2 and 7.3.

8. **Obligations of Beneficiary**

8.1. Beneficiary shall review any and all reports provided by County to Beneficiary as required by this MSCP Master Covenant, at County's expense. County shall compensate Beneficiary for performing its actions under this Section 8.1 on a time and materials basis, pursuant to the terms of professional services contract entered into between County and Beneficiary (the "Services Agreement"). In the event (i) County and Beneficiary cannot agree upon the Services Agreement; (ii) the Services Agreement is terminated, for any reason; (ii) County fails to timely pay Beneficiary under the Services Agreement; or (iii) County materially breaches any other term of the Services Agreement, then Beneficiary will have the right to terminate its obligations under this MSCP Master Covenant by providing County and District ten days prior written notice.

8.2. If the event of any action that may constitute a violation of the terms of this MSCP Master Covenant, Beneficiary shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this MSCP Master Covenant. Beneficiary shall be reimbursed for any expenses incurred by Beneficiary to enforce this Master Agreement in accordance with the Services Agreement.

8.3. In the event that County desires to take action with respect to a Restricted Property that may constitute a violation of this MSCP Master Covenant, County will obtain Beneficiary's prior approval of such action, and Beneficiary shall respond to any such request from County in a timely manner. Beneficiary shall be compensated for any services performed in response to any such request in accordance with the Services Agreement.

8.4. In the event Beneficiary is no longer able to perform its obligations under this MSCP Master Covenant, or no longer desires to serve as Beneficiary, then Beneficiary shall provide not less than sixty (60) days' notice to County. Beneficiary may designate a replacement Beneficiary subject to County's approval. In the event Beneficiary does not designate a replacement Beneficiary within 45 days' after delivery of the notice, then

County will be solely responsible to designate a replacement Beneficiary. Beneficiary's resignation shall be effective sixty (60) days after the delivery of the notice by Beneficiary to County.

8.5. County's sole remedy for Beneficiary's failure to perform Beneficiary's obligations under this Agreement will be to terminate the Services Agreement and replace Beneficiary with a new party who will fill the role of Beneficiary. County will be solely responsible to designate a replacement Beneficiary in such event.

9. **District and Beneficiary's Right To Enforce.**

9.1. District and/or Beneficiary (for purposes of this Section 9, collectively or individually the "**Enforcing Party**") may enforce this MSCP Master Covenant against the County and its successors and assigns.

9.2. If the Enforcing Party has reason to believe that a violation of the Restrictions may have occurred, the Enforcing Party has the right to enter upon the Restricted Properties. The Enforcing Party must provide at least two (2) business days' notice to County prior to entering upon a Restricted Property.

9.3. The Enforcing Party shall hold County harmless from liability for any injuries to its employees or agents occurring on a Restricted Property in the course of its duties pursuant to this MSCP Master Covenant which are not directly or indirectly the result of acts, omissions, or the negligence of County, or County's employees, agents, successors and assigns.

9.4. If the Enforcing Party determines that there is a breach of the terms of the Restrictions, the Enforcing Party may, but is not obligated to, enforce the terms of this MSCP Master Covenant as provided in this Section 9. When evaluating any possible breach or enforcement action, the Enforcing Party will have the right to consult experts (e.g., biologists, engineers, etc.) to assist it in determining both whether or not there is a violation and appropriate remedial action, provided that the cost of any such experts is subject to the maximum dollar limitation in the Services Agreement. Beneficiary will be reimbursed by County for any such expenses in accordance with the Services Agreement.

9.5. Prior to any enforcement action by the Enforcing Party, the Enforcing Party must give written notice to County of such breach (the "**Notice of Breach**") and demand corrective action sufficient to cure the breach and, where the breach involves injury to a Restricted Property resulting from any activity inconsistent with the purpose of this MSCP Master Covenant, to restore the portion of the Restricted Property so injured.

9.6. If (i) under circumstances where an alleged breach can be cured within a 30 day period, County fails to cure an alleged breach within 30 days after receipt of the Notice of Breach, or (ii) under circumstances where an alleged breach cannot reasonably be cured within a 30 day period, County fails to begin curing such breach within the 30 day

period, or County fails to continue diligently to cure such breach until finally cured, the Enforcing Party may in any such event bring an action at law or equity to enforce the terms of this MSCP Master Covenant or to enjoin the breach by temporary or permanent injunction, and to recover any damages caused by the breach of the terms of this MSCP Master Covenant or injury to any protected uses or mitigation, including damages for any loss, and to require the restoration of any Restricted Property to the condition that existed prior to the injury.

9.7. In the event any action, suit or proceeding at law or in equity is instituted with respect to this MSCP Master Covenant, the Enforcing Party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred if it is the prevailing party.

9.8. Nothing contained in this MSCP Master Covenant can be construed to entitle the Enforcing Party to bring any action against the County for any injury to or change in the Restricted Property resulting from causes beyond the County's control including unforeseeable acts of trespassers, fire, flood, storm, drought, pests, natural earth movement, vegetative disease, or resulting from any action taken by the County under emergency conditions to prevent, abate or mitigate significant injury to any Restricted Property resulting from such causes.

10. **General Provisions**

10.1. The laws and regulations of the State of Arizona govern this MSCP Master Covenant. Any action relating to this MSCP Master Covenant must be brought in a court of the State of Arizona in Pima County.

10.2. Unless the context requires otherwise, the term "including" means "including but not limited to".

10.3. Each provision of this MSCP Master Covenant stands alone, and any provision of this MSCP Master Covenant found to be prohibited by law is ineffective only to the extent of such prohibition without invalidating the remainder of this MSCP Master Covenant.

10.4. This instrument sets forth the entire Agreement of the County, District and Beneficiary with respect to this MSCP Master Covenant.

10.5. Any notice given under this MSCP Master Covenant must be in writing and served by delivery or by certified mail upon the other Parties as follows:

If to County: Office of Sustainability and Conservation
Attn: Director
Pima County Public Works
201 N Stone Ave., 6th FL
Tucson, Arizona 85701

If to District: Regional Flood Control District
Attn: Director
Pima Works Building
201 N Stone Ave., 9th FL
Tucson, Arizona 85701

If to Beneficiary: The Arizona Land and Water Trust
Attn: Diana Freshwater, President
3127 N. Cherry Ave.
Tucson, Arizona 85719

The Parties have executed this MSCP Master Covenant by their duly authorized representatives.

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

Chair, Board of Supervisors — Date: OCT 18 2016

ATTEST:

Robin Brigode, Clerk of Board of Supervisors — Date: OCT 18 2016

DISTRICT: The Pima County Regional Flood Control District

Chair, Board of Directors — Date: OCT 18 2016

ATTEST:

Robin Brigode, Clerk of Board of Directors — Date: OCT 18 2016

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

10/10/16

Tobin Rosen, Deputy County Attorney

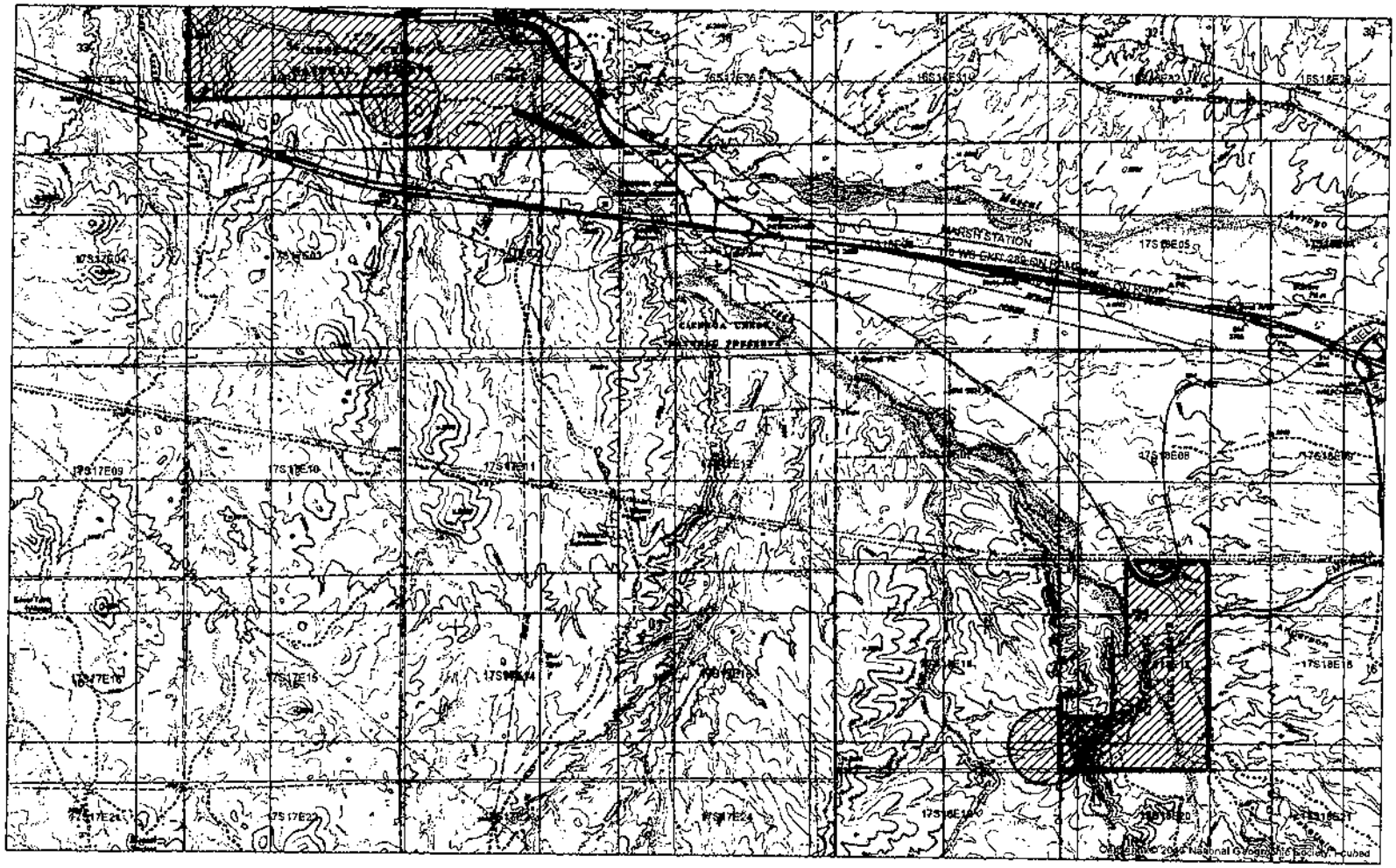
BENEFICIARY: The Arizona Land and Water Trust, Inc.

Diana Freshwater, President

10/11/16

Date

N



PIMA COUNTY

AREA TO BE FENCED

0 0.325 0.65 1.3 1.95 2.6 Miles

EXHIBIT "C"

EXHIBIT D

When Recorded, Please Return to:

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

SITE-SPECIFIC AGREEMENT TO MASTER RESTRICTIVE COVENANT

1. **Parties; Effective Date.** This Site-Specific Agreement ("**SSA**") is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**County**"), the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc. an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary being collectively the "**Parties**"). This SSA shall be effective on day it is signed by the Parties (the "Effective Date").

2. **Incorporation of Master Agreement** This SSA incorporates all definitions, terms and conditions of that certain Master Restrictive Covenant for County Conservation Land between the Parties, dated _____, and recorded _____, 20[ ], in in the records of the Pima County Recorder in Sequence No. _____ (the "**Master Covenant**").

3. **Site-Specific Property.**

3.1. The property subject to this SSA is legally described on **Exhibit A** to this SSA (the "**Site-Specific Property**").

3.2. The Site-Specific Property is subject to all of the terms and conditions of the Master Covenant.

COUNTY: PIMA COUNTY

By: _____ _____
Its: Date

DISTRICT: Regional Flood Control District

By: _____ _____
Its: Date

BENEFICIARY: The Arizona Land and Water Trust, Inc.

By: _____ _____
Its: Date

EXHIBIT ONLY -- NOT FOR EXECUTION

EXEMPTION: A.R.S. § 11-1134.A.3.	PCGPR Mitigation: Sec 10 [ ]; ILF [ ]; Sec 7 [ ]; CLS [ ];; Other [ ]		
Agent: MDS	File: E-0019	Activity:	P [ ] De [ ] Do [ ] E [ ]

F. ANN RODRIGUEZ, RECORDER
Recorded By: MAM
DEPUTY RECORDER
4973

PCREA
PIMA CO REAL PROPERTY SERVICES
PICKUP

SEQUENCE: 20173530137
NO. PAGES: 56
12/19/2017
11:01:11

SITE-SPECIFIC AGREEMENT TO MASTER RESTRICTIVE COVENANT
(Pima County MSCP Mitigation Land)

1. **Parties; Effective Date.** This Site-Specific Agreement ("SSA") is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**County**"), the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc. an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary being collectively the "**Parties**"). This SSA shall be effective on day it is signed by the Parties (the "Effective Date").

2. **Incorporation of Master Agreement** This SSA incorporates all definitions, terms and conditions of that certain Master Restrictive Covenant for County MSCP Mitigation Land between the Parties, dated October 18, 2016, and recorded November 8, 2016, in in the records of the Pima County Recorder in Sequence No. 20163130354 (the "**Master Covenant**").

3. **Site-Specific Property.**

3.1. The property subject to this SSA is legally described on **Exhibit A-1** to **Exhibit A-28** this SSA (the "**Site-Specific Property**") except that all easements benefiting County are excluded from the Site-Specific Property, and are not subject to this SSA.

3.2. The Site-Specific Property is subject to all of the terms and conditions of the Master Covenant.

COUNTY: PIMA COUNTY

By: _____ 11-7-2017
Manager, Real Property Services — Date

DISTRICT: Regional Flood Control District

By: Suzanne Shields 11/16/17
Director, Regional Flood Control District — Date

BENEFICIARY: The Arizona Land and Water Trust, Inc.

By: _____ 11/14/17
Its: President — Date

EXEMPTION: A.R.S. § 11-1134.A.3.	PCGPR Mitigation: Sec 10 [✓]; ILF [ ]; Sec 7 [ ]; CLS [ ]; Other [ ]		

Agent: MDS	File: E-0019	Activity:	P [ ] De [ ] Do [ ] E [ ]

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 27th day of November, 2017 by Neil J. Konigsberg.

AARON D. MERGENTHAL
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
June 19, 2021

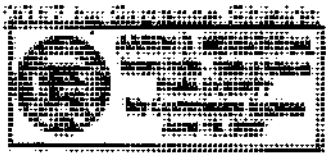
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 27th day of November.



Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 18 day of December, 2017by Diana Freshwater.

Notary Public

My Commission Expires:

_____

AARON D. MERGENTHAL
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
June 19, 2021

Property	APN	Acres	MapID
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUT	30448006B	10.0	27
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUT	30448006C	10.0	27
EMPIRITA RANCH	30637003C	77.6	28
EMPIRITA RANCH	30618008D	757.8	28
EMPIRITA RANCH	30618031A	39.6	28
EMPIRITA RANCH	30618008E	40.1	28
EMPIRITA RANCH	30618029A	427.0	28
EMPIRITA RANCH	306180280	80.2	28
EMPIRITA RANCH	30618029B	98.0	28
EMPIRITA RANCH	30618008F	259.3	28
EMPIRITA RANCH	30618029A	109.1	28
EMPIRITA RANCH	306180300	40.0	28
EMPIRITA RANCH	30618009C	463.6	28
EMPIRITA RANCH	306180320	80.4	28
EMPIRITA RANCH	30618033A	202.3	28
EMPIRITA RANCH	30618033B	40.1	28
ESTHER AND DAVID TANG	216040200	40.4	29
HOLDEN DONATION	21206094A	3.4	30
HOLDEN DONATION	21206094B	3.4	30
HOLDEN DONATION	21206094E	3.6	30
HOLDEN DONATION	21206094C	3.8	30
HOLDEN DONATION	21206094D	4.2	30
HONEY BEE BIOLOGICAL CORRIDOR	219209180	52.9	31
HONEY BEE BIOLOGICAL CORRIDOR	22004006G	86.8	31
HONEY BEE BIOLOGICAL CORRIDOR	22004007C	7.0	31
INA PRESERVE (CR)	21404042G	54.1	32
KING 98 RANCH	30118001A	685.0	33
KING 98 RANCH	30119005B	354.7	33
LAZY C RANCH ESTATES	214540130	3.3	34
LINDA VISTA/PATRICK PROPERTY	216300200	9.3	35
LOS MORTEROS	226010160	40.1	36
LOS MORTEROS	22603033K	37.1	36
LOS MORTEROS	22603036A	31.4	36
LOS MORTEROS	22603033M	6.4	36
LOS MORTEROS	226030350	3.5	36
LOS MORTEROS	22102003B	26.0	36
M DIAMOND RANCH	205190020	38.2	37
M DIAMOND RANCH	205170030	40.1	37
M DIAMOND RANCH	20517005P	20.9	37
M DIAMOND RANCH	205170120	86.5	37
M DIAMOND RANCH	20517004D	20.2	37
M DIAMOND RANCH	20517004B	20.0	37
M DIAMOND RANCH	20517004A	19.9	37
M DIAMOND RANCH	20517005Q	26.4	37
M DIAMOND RANCH	20517007H	39.5	37
M DIAMOND RANCH	20517007G	39.9	37

Appendix J. Cooperative Management, Operation and Development Agreement for Colossal Cave Mountain Park Lease Area

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: August 17, 2015
or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Colossal Cave LLC

Project Title/Description:
Cooperative Management,Operation & Development Agreement for the Operation of Show Cave and Other Facilities within Colossal Cave Mountain Park

Purpose:
Operation of Show Cave & Other Facilities within designated areas of Colossal Cave Mountain Park

Procurement Method:
RFP

Program Goals/Predicted Outcomes:
Rehabilitation of Infrastructure, Sustain Operation of Natural Attraction, Develop new activities within historical scope of property

Public Benefit:
Colossal Cave Mountain Park will continue to operate

Metrics Available to Measure Performance:
Attendance Increase, Revenue Enhancement, Customer Service Feedback

Retroactive:

RECEIVED AUG 11 2015 PIMA COUNTY CLERK OF THE BOARD

Original Information

Document Type: CT Department Code: ED Contract Number (i.e.,15-123): 16*34

Effective Date: 08-17-2015 Termination Date: 08-31-2025 Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: $ _____ ☒ Revenue Amount: $ 20,000.00 annually w/revenue p

Funding Source(s):

Cost to Pima County General Fund: _____

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: _____

CoB: 8-11-15
BoS: 8-17-15
Addendum

4/2 pgs(3)

Contact: Tom Moulton

Department: ED&T Telephone: 520-724-7353

Department Director Signature/Date: 8/7/15

Deputy County Administrator Signature/Date: 8-10-15

County Administrator Signature/Date: 8/10/15

(Required for Board Agenda/Addendum Items)

CONTRACT
NO. CT-ED-16000000000000034
AMENDMENT NO. _____
This number must appear on all correspondence and documents pertaining to this contract.

COOPERATIVE MANAGEMENT, OPERATION AND DEVELOPMENT AGREEMENT FOR THE OPERATION OF SHOW CAVE AND OTHER FACILITIES WITHIN COLOSSAL CAVE MOUNTAIN PARK

This Cooperative Management, Operation and Development Agreement ("the Agreement") is made effective as of August 17, 2015 by and between Pima County, a political subdivision of the State of Arizona ("County"), the Pima County Flood Control District, a special taxing district, ("District"), and Colossal Cave, LLC, an Arizona limited liability company ("Manager") for the purpose of operating Colossal Cave ("Show Cave"), an historic show cave attraction, and other activities within defined areas ("the Property") in Colossal Cave Mountain Park.

RECITALS

1. County and District are the owners of the real property known as Colossal Cave Mountain Park ("Park"). The Park is depicted in Exhibit "A" to this Agreement. The Property is depicted in Exhibit "B" to this Agreement.

2. Colossal Cave Preservation Park Historic District is listed in the *National Register of Historic Places*, and County wishes to maintain the historic integrity of this district and its contributing properties.

3. Manager is an Arizona Limited Liability Company organized for the purpose of operating the Show Cave and other activities within their designated areas as illustrated and described in *Property Location, Purpose and Scope of Activities* attached to this Agreement as Exhibit "C".

4. County, District and Manager wish to enter into this Agreement to allow Manager to operate, rehabilitate and develop the Property within the Park as a major natural attraction for Pima County and the region, attracting visitors to Pima County, and generating tangible economic impact and other benefits to the local economy.

5. County and the District are authorized, pursuant to A.R.S. § 11-932, to enter into agreements for the management and operation of County public parks and County is authorized, pursuant to A.R.S. § 11-254.04, to appropriate and expend County funds for and in connection with economic development activities.

AGREEMENT

Now, therefore, County, District and Manager, in consideration of the above recitals which are incorporated herein by this reference and the mutual covenants set forth herein, agree as follows:

1. Grant of License to Manage Property

County and District hereby grants to Manager specific rights to use, occupy and manage the Property, inclusive of site facilities located within designated areas for the term and purposes described in this Agreement. Manager agrees that it will operate, renovate, develop, manage and maintain the Property under the terms and conditions set forth herein. The scope of Manager's responsibilities and duties may be modified from time to time as the parties agree. Such modifications and the addition of amenities are contained within the Exhibits attached. The expenses of constructing and maintaining such additional amenities, and reasonable adjustments in Rent and other obligations, if any, may be allocated by written agreement of the parties.

Manager will take all reasonable measures to protect the scenic, cultural, ecological and aesthetic values of the Property and prevent native plant loss, damage to historical resources, alteration of archaeological features or soil erosion from improperly constructed or maintained developments, trails and public use areas.

1.1 Areas Not Granted to Manager

County and District reserve the right to manage the undeveloped areas of the Park outside of the Property. This reservation extends to all known and unknown cave and karst features inside and outside of the Show Cave. The foregoing notwithstanding, during the Term of this Agreement (including Renewal Terms and Additional Renewal Terms), Manager will have a right of first refusal to operate known or unknown cave and karst attractions adjacent to or within the boundaries of the Park or nearby land owned by County or District if such caves or karst attractions are considered for use and are held open to the public as show caves by County or District so long as this agreement is in effect and Manager is meeting all conditions thereof.

1.2 Condition of Property Upon Delivery

County and District will deliver the Property (including parking areas, restroom facilities, buildings and other improvements) in good and safe working order. All sanitary facilities will be in compliance with applicable health and safety laws and regulations. Any structures and facilities, including septic tanks, trailers, buildings, refuse dumps and the like, that are obsolete, unusable, or potentially hazardous to employees or the public will be removed at County expense.

County will additionally endeavor to provide adequate and ADA-compliant parking and restroom facilities to Manager for use with the Property as funds may become available. Such facilities will be provided on a "turn-key" basis.

Manager will construct, provide, operate and maintain personal property and all equipment necessary for the establishment and operation of the Property.

1.3 Manager's Deliverables

First Six Months

Manager will provide all of the following within the first six (6) months of the first year of operation for approval by County:

1) An overall operation plan of the Show Cave and other activities within the Property as outlined in Exhibit "C" including but not limited to, proposed type of cave tours, cave and campground hours, special events, a visitor safety plan that identifies priorities and methods for ensuring visitor safety. The plan must address emergency evacuation procedures and procedures for routine inspections.
2) A proposal identifying which days each year the Property will be closed to recreation, with specific information about what activities, if any, Manager would conduct or allow during those days.
3) A lighting plan that identifies any proposed changes in lighting within and outside the Show Cave.
4) Admission price plan for the attractions within the Property that may have a fee associated with the activity.
5) Manager and County will jointly prepare a waste management plan within the first six (6) months of the first year of operation that discusses what wastes are generated and how they will be disposed, with a checklist for self-audits and inspections. There will be no disposal of any waste in caves, over the known karst features, or over shallow groundwater areas. The plan will address remediation and prevention procedures for accidental discharges of waste.

First Two Years

Manager is responsible for providing the following within the first two (2) years of operation:

1) A recreation effects monitoring proposal for the Show Cave in conjunction with County. The object of this monitoring is to document and understand recreational impacts. Monitoring can be accomplished using photographs or other methods. Proper documentation of the location and frequency of cave monitoring will be required. Manager must consider the fragility of the cave and karst features and any disturbance that monitoring may cause.
2) A water supply operations plan developed in conjunction with County, for the facilities. The plan must include an inspection checklist and state the frequency of inspections.

3) A multi-year maintenance and repair plan with applicable long-range budgets ("Maintenance Plan"). The Maintenance Plan will be substantially as set forth in Exhibit "D" and will include a priority list of major maintenance, site facility and rehabilitation improvement projects ("Projects"). County has the right to deny or refuse to allow any proposed Projects, and the Maintenance Plan will be adjusted accordingly. Both parties will work to identify park rehabilitation needs, and potential funding for those Projects, throughout the Term of this Agreement.

First Ten Years

Manager must meet the maintenance and repair commitments in the Maintenance Plan as as long as County agrees upon all work in advance and the work meets applicable regulations. Further, Manager is obligated to make property and facility improvements, as summarized in Exhibit "D", provided that County approves all such work in advance. County may, but is not obligated to, participate in maintenance and development projects financially or with in-kind services.

2. Term and Renewal

2.1 Initial Term

The initial term ("Term") of this Agreement will commence upon execution by County and District and extend through August 31, 2025.

2.2 Extension Options

Manager may extend the Term of this Agreement for an additional fifteen (15) years from and after expiration of the initial Term (the "Renewal Term"), provided that Manager is then in full compliance with all its obligations under this Agreement, including the terms of its Maintenance Plan (except that failure to complete a Project will be excused if the failure is caused solely by circumstances beyond Manager's control). Manager must exercise this option by giving County and District written notice of the exercise not more than two (2) years, nor less than one (1) year prior to the end of the initial Term.

The parties may mutually agree to extend this Agreement for an additional twenty-five (25) year period from and after expiration of the Renewal Term (the "Additional Renewal Term").

If Manager wishes to renew the Agreement for the Additional Renewal Term, Manager must so notify County and District in writing not more than two (2) years, nor less than one (1) year prior to the end of the Renewal Term. In that event, the parties will negotiate regarding the terms of any Agreement for the Additional Renewal Term.

3. Payments to County

Manager will pay County, without demand or right of offset, rent as follows:

3.1 Minimum Rent

Commencing effective September 1, 2015, Manager will pay to County as minimum rent twenty thousand dollars ($20,000.00) annually ("Minimum Rent"), payable in monthly payments of One Thousand, Six Hundred Sixty-Six ($1,666.00) commencing on September 1, 2015 and payable on the first of each month thereafter. On September 1, 2020, the annual minimum rent will be adjusted upward, and will be subsequently adjusted upward every five (5) years thereafter, based on the percentage increase, if any, in the Consumer Price Index-Urban (CPI-U) for the previous five (5) year period or fifteen percent (15%), whichever is less. The first adjustment will be effective on September 1, 2020 and will be based on CPI-U percentage increase from September 1, 2015 – August 31, 2020.

3.2 Percentage Rent

In addition to the Minimum Rent, Manager will pay percentage rent calculated using the following rates and benchmarks:

0%	on annual Gross Revenues up to $2,000,000
2%	on annual Gross Revenues from $2,000,000 to $3,000,000
4%	on annual Gross Revenues from $3,000,000 to $4,000,000
6%	on annual Gross Revenues from $4,000,000 to $5,000,000
8%	on annual Gross Revenues from $5,000,000 to $6,000,000
10%	on annual Gross Revenues from $6,000,000 and more

Percentage Rent benchmarks will not be subject to adjustment for the CPI-U.

For purposes of this Agreement, the term "Gross Revenues" means all income receipts from any source arising out of operations or activities conducted at the Property, whether such revenue is revenue directly to Manager or to any subcontractor of Manager or other person or entity receiving revenue for activities conducted at the Property with the consent of Manager, subject to the limitation herein below relating to the area subcontracted or used by third parties. It is the intent of the parties that "Gross Revenues" be interpreted as broadly as possible to include revenue derived from use of the Property regardless of the recipient of such revenue.

Gross Revenues do not include direct taxes charged on admissions or other monies collected for and paid to a taxing authority as sales or excise taxes and would not include normal charge-backs such as rebates to charities using the Property, refunds, returns, credit card fees or uncollected amounts or activities conducted or under the auspices of Pima County.

Within forty-five (45) calendar days after the end of each month, Manager will report to County all Gross Revenues and charge-backs. On or before forty-five (45) calendar days after the end of each quarter, beginning for the quarter ending September 30, 2015, Manager will pay to County the estimated Percentage Rent year-to-date based upon an estimate determined by annualizing Gross Revenues year-to-date. On or before July 31 of each year of this Agreement and on or before forty-five (45) calendar days after the termination of this Agreement, Manager will provide to County a reconciliation of the Percentage Rent due for the preceding calendar year and will pay any balance of Percentage Rent for that preceding year or will deduct any overpaid Percentage Rent from the next payment of Rent. Manager will require, as part of all contracts with any sub-contractor, or other entity or person using the Property, that such concessionaire, sub-contractor, or other entity or person using the Property report to Manager and to County Gross Revenues received from activities on the Property.

The Minimum Rent and Percentage Rent are collectively referred to herein as the "Rent".

4. Permitted and Required Activities

4.1 Operation of the Property

Manager will operate the Property in accordance with the specifications set forth in Exhibit "C", *Property Location, Purpose and Scope of Activities,* during the term of this Agreement.

Manager will be responsible for maintaining the Property as mutually agreed and outlined by the Maintenance Plan.

Manager will construct all such attractions and related improvements consistent with the *Maintenance Plan* and *New Renovation Projects and Capital Improvements* attached to this Agreement as Exhibits "D and "E" respectively. The parties may negotiate for additional projects and improvements on a case-by-case basis.

4.2 Conduct of Activities on the Property

Manager will determine the quantity and duration of cave tours, and special events on an annual basis.

Manager will conduct its activities, and ensure that its employees and all permissible users of the Property conduct their activities in a professional manner and in compliance with applicable standards of practice for natural resource park facilities and federal, state and local laws.

4.3 Right of Public to Access Park

Except for designated holidays, the Park will be open to the general public, except for gated attractions within the Property (including Show Cave), and designated and scheduled special and private events ("Special Events").

All utilization of the Property will be scheduled and approved by the County and County will respond to any request for approval within thirty (30) business days after Manager submits it to County. Failure of County to timely respond will be considered approval. Any utilization of areas outside of the Property footprint must be scheduled and approved by County at least thirty (30) calendar days in advance.

4.4 Fees

Manager may charge fees for use of the Show Cave and attractions and for Special Events and other uses of the Property under control of the Manager in amounts approved in advance by County. County will respond to requests for approval within sixty (60) calendar days after submittal. Failure of County to timely respond will be considered approval. Manager will accompany any fee adjustment request with a market study of comparable show caves, similar attractions and local attractions, and their fee structures, which Manager believes support the Manager's requested fees. Property fees must be at fair market value, but Manager may choose to set rates lower at Manager's discretion. All fees will be included in the calculation of Gross Revenue and applied by Manager in connection with the use, operation and improvement of the Property.

4.5 Alcohol

Manager may serve and sell alcoholic beverages for consumption on the Property provided Manager complies with applicable liquor laws and provides County with the required insurance set forth herein.

4.6 Signs

Manager may affix and maintain upon the Property such signs relating to activities and attractions located in the Property as Manager deems appropriate;

provided, however, that all signs utilized by Manager on or about the Property, whether visible from outside the Park or not, will at all times comply with applicable provisions of any applicable sign code (presently the *Pima County Sign Code*) and will be installed and maintained at Manager's sole cost. Any and all advertising signs placed by Manager on the Property will be immediately removed by Manager upon termination of this Agreement for any reason.

Any damage resulting from such removal will be repaired immediately by Manager at its sole cost. Manager will not remove any operational or safety signage from the Property except to maintain, repair or replace the signage.

Manager will pay for all costs of construction, erection, installation, maintenance and repair of any sign to be erected or installed or otherwise placed in the Property. Manager will, through coordination with County, identify the Park components thereof, in signs and in any of their written materials, as belonging to Pima County. Notwithstanding anything herein to the contrary, any signs requested by County and not otherwise required to be installed will be constructed and installed at County's expense.

5. Property Improvements

5.1 Planning, Engineering and Construction

Planning, engineering and construction will be necessary to rehabilitate, renovate and develop the Show Cave and other attractions located in the Property. Manager will develop all of the elements necessary for the County approved projects on the phases of construction on the site as defined in Exhibits "D" and "E" at Manager's sole cost and expense.

5.1.1 County and Manager may agree to share costs associated with construction, maintenance and repair of the Property or facilities located in the Property, in a manner different than that described in this Agreement if the parties determine that such cost sharing will be beneficial to both the Property and the general public, and such agreement is entered into in writing and signed by both parties. Projects that fall into this category will be handled on a case by case basis as they arise.

5.2 Consent of County Required

5.2.1 Manager may not make any improvements, alterations, additions, or changes to the Premises ("Alterations") involving an expenditure of more than $10,000.00 (the "Maximum Expenditure Amount"), without obtaining the prior written consent of:

5.2.1.1 The County Administrator or his designee if the cost of the Alterations is greater than $10,000.00 and less than $100,000.00; or

5.2.1.2 The County's Board of Supervisors if the cost of the Alterations is more than $100,000.00.

5.2.2 For any Alteration that costs more than the applicable "Maximum Expenditure Amount", Manager will provide County with prior written notice of the proposed Alterations (the "Notice of Alterations"). The "Notice of Alterations" must include plans and specifications for the Alterations. County has forty-five (45) calendar days after receipt of the "Notice of Alterations" to approve, amend, or reject the proposed Alterations. Failure of County to respond to the "Notice of Alterations" within forty-five (45) calendar days after receipt of the "Notice of Alternations" by County will be considered approval.

5.2.3 County will not unreasonably withhold consent to proposed Alterations; provided, however, it will be reasonable for County to withhold consent if, among other reasons, the Alterations:

5.2.3.1 Adversely affect the integrity of any structural, mechanical, or electrical system of any portion of the Premises or affect the integrity of the Premises or the Premises features or its infrastructure;

5.2.3.2 Result in County being required to perform any work that County could otherwise avoid or defer;

5.2.3.3. Result in an increase in the premiums for any hazard or liability insurance carried by County or result in an increased risk of liability or pose a safety hazard; or

5.2.3.4. Result in an increase in the demand for utilities or services (including wastewater treatment) that the County already provides to the Property.

5.2.3.5. Are located within the *Colossal Cave Preservation Park Historic District* and may require additional local, state or Federal approval.

5.3 No County Liability for Approval of Alterations

County's review of the plans and specifications is solely for the County's purposes and does not imply that the County has reviewed the plans and specifications for quality, design, laws, compliance or other like matters. Accordingly, notwithstanding that any construction drawings are reviewed by any County architects, engineers, or consultants, County has no liability whatsoever in connection therewith and is not responsible for any omissions or errors contained in any construction drawings, and Manager's indemnity set forth in the *Indemnification Clause* of this Agreement specifically applies to the construction drawings. County's review is to determine that the proposed Alterations are consistent with the purposes of this Agreement of providing recreational opportunities for the benefit of the people of Pima County within an historical and culturally sensitive Mountain Park.

5.4 Construction of Improvements

All improvements must comply with the *Pima County Uniform Building Code* and other laws, regulations and orders for any construction, whether of a permanent or a temporary nature, and Manager must obtain all applicable permits from regulatory agencies, including but not limited to the Pima County Development Services Department, the Pima County Flood Control District, State Historical Preservation Office and the State Fire Marshal, with such permits demonstrated through plans submitted for Pima County approval. Because Colossal Cave is listed in the *Colossal Cave Preservation Park Historic District Boundary National Register of Historic Places* (Exhibit F), any development or alternation within the Historic District and its contributing properties will require consultation with County and the State Historic Preservation Office in advance to avoid adverse effects to individual resources and to the Historic District as a whole.

All construction contracts must include an indemnification provision requiring the contractors to indemnify, defend and hold harmless Manager and County from all losses, claims, suits, demands, expenses, attorney's fees or actions of any kind or nature arising from the contractor's negligent or intentional acts, errors or omissions. Manager will cause said contractors to obtain insurance coverage of a type and amount acceptable to County and to name the Manager and County as additional insured with respect to liability arising out of the performance of said contracts. Within thirty (30) calendar days after completion of any buildings or improvements that exceed that Maximum Expenditure Amount, Manager will deliver to County a complete and reproducible set of the plans and specifications of the improvement or buildings as built.

5.5 Indemnification by Manager

Manager indemnifies, holds County and District harmless, and will defend County and District against liability for any damage to property or injury to persons occasioned by any construction by Manager on the Premises.

5.6 Property of County

Manager agrees that, upon construction or installation, any building, structure, or system on the Property, regardless of whether constructed or installed by Manager, becomes the property of County or District, as their interests in the Property may appear, except for those buildings, structures, or systems that can be readily removed by Manager and which have not become affixed to the Property, which will remain the property of Manager. Manager will repair or restore any real or other property damaged during the removal of any such buildings, structures, or systems. During the term of this Agreement, Manager will have the right to use improvements of any type on the Property unless otherwise limited by any provision of this Agreement.

6. Long Range Plan

County will be developing a *Natural Resource Management Plan* ("Management Plan") for the Park, which will be approved by County. County and Manager will cooperate to develop a long-range plan for the Park ("Plan") as part of the Management Plan. The Plan may include planned use and operation for other real property owned by County or District in the area of the Park. County and Manager anticipate that the Plan may provide the parties with opportunities for shared cost and benefits.

7. Repairs & Maintenance

7.1 Manager will, at Manager's sole cost and expense, keep the Property, including all buildings, improvements, and landscaping located thereon, and all exterior, interior, structural and mechanical components thereof, in good, clean, safe condition and repair.

Manager is not obligated to perform repairs or maintenance to the extent that such repairs or maintenance are required as a result of the sole negligence or intentional misconduct of County, its agents, employees, or contractors, which repairs and maintenance County will conduct at County's sole cost and expense. Manager will, at Manager's expense, make all repairs to the Property made necessary by reason of the negligence or intentional misconduct of Manager, its officers, directors, members, managers, employees, licensees, invitees, subcontractors, servants or agents, or for normal wear and tear incurred as a result of property operation in accordance with this agreement and public law.

7.2 Manager is responsible for proper disposal of all waste generated at the Property.

7.3 Repairs to mechanical systems, such as HVAC, must be performed promptly in order to minimize any waste of utilities or water. Notwithstanding anything herein to the contrary, County and Manager may agree to share costs associated with construction, maintenance and repair of the Property or facilities located in the Property, in a manner different than that described in this Agreement if the parties determine that such cost sharing will be beneficial to both the Property and the general public, and the parties enter into such an agreement in writing.

8. Obligation to Reconstruct

During the term of this Agreement, Manager will maintain fire and casualty insurance on all improvements located on the Property and all of Manager's personal property. In the event the Property or any portion thereof is damaged by fire or other perils, Manager will forthwith repair the damage, restoring the Property to the condition which existed prior to the casualty, in which event this Agreement will remain in full force and effect. If County and Manager determine that repair of the damage is not prudent in light of the existing use of the Property, Manager will use any insurance funds received by Manager for another purpose related to the Property as agreed to by the parties. In the event of any such casualty which damages Manager's furniture, fixtures and/or equipment at the Property, Manager will proceed with reasonable diligence to restore, repair or replace all of its personal property to the same condition which existed prior to the casualty. Manager will continue the operation of the Property to the extent practicable during any period of reconstruction or restoration.

9. Liens and Encumbrances

Manager will keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Manager. Notwithstanding the prohibition on liens on the Property itself, Manager may encumber Manager's interest in this Agreement for the construction of improvements on the Property and, to the extent required, County or District will execute any documents required by a lender in order to provide the lender with a security interest in Manager's right to use any improvements located on the Property pursuant to this Agreement. County and District will also execute consent, estoppel, non-disturbance and similar instruments reasonably requested by Manager's lenders; provided, however, County and District are not required to amend this Agreement or consent to additional notice or cure provisions as part of any such consent, estoppel, non-disturbance or similar instruments.

10. County's Option to Perform Maintenance and Repairs at Manager's Cost

If Manager is in default hereunder (after the expiration of the cure period set forth in *Section 21.1.6* below) because it fails to perform its maintenance or repair obligations hereunder, in addition to the remedies set forth in *Section 21.2*, County, without notice, may, but is not obligated to, perform Manager's obligations.

All reasonable costs and expenses reasonably suffered or incurred by County in performing these obligations, which will accrue interest at a per annum rate of six percent (6%), will be paid by Manager to County within thirty (30) calendar days of notice thereof. Any such default by Manager will not be considered cured until Manager has fully reimbursed County for the costs incurred in performing Manager's obligations hereunder plus interest.

11. CONCESSIONS AND RELATED ACTIVITIES

11.1 Authority of Manager

11.1.1. Permitted Contracts. Manager has the authority to operate and conduct, or contract with third parties to operate and conduct, concessions (including, but not limited to, food, drink, souvenirs, printed material and similar items), museums, campgrounds and related activities on the Property.

11.1.2. Contracts Not Permitted. Notwithstanding *Section 11.1.1*, Manager may not contract with any third party for trail rides or campground use without the prior written consent of the County Administrator or his designee. Manager may contract with any third parties for the operation and maintenance of Colossal Cave.

11.2 Permits

If food is served on the Premises, Manager will obtain all appropriate food permits and will comply with all Pima County health regulations.

11.3 Contracts Greater than One Year

All subcontracts with third parties for the operation of the Premises or the operation of concessions or other activities on the Premises which have a term of more than one (1) year will be subject to the prior approval of County's Board of Supervisors.

11.4 Copies of Contracts

Manager will provide County with copies of all contracts entered into by Manager relating to the Property.

12. Prohibited Activities

12.1 Activities Outside the Permitted Activities

Manager will not do or permit anything to be done on or about the Property, or bring or keep anything therein which is not within the permitted use of the Park as set forth in this Agreement.

12.2 Activities Not Insured or That Affect Insurance

Manager will not conduct any activity or permit any activity to be conducted on the Property which is not covered by the insurance policies provided pursuant to *Section 17* herein without first obtaining the written consent of County and without providing additional insurance covering the activity or event and with coverage limits and carriers acceptable to County.

Manager will not do or permit anything to be done in or about the Property, or bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents.

12.3 Storage

Manager will not store within the Property equipment, supplies, or scrap items, other than that to be used in the Property, or used in connection with activities described in this Agreement or in the operation of the Property.

12.4 Unlawful Activities

Manager will not use the Property, or permit anything to be done in, on, or about the Property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

12.5 Cave Access and Research

Manager must receive prior written approval from the County Administrator or his designee before conducting research on or in the Property,

and provided that such research will not have a material adverse impact on the karst features and flora and fauna of Colossal Cave and other known caves.

The manager has no right to manage, enter, authorize others to enter, explore, monitor or research either the caves known as "*La Tetera*" and "*Arkenstone Cave*" or any and all other caves or karst discoveries on or about the Property, other than the currently mapped areas of Colossal Cave itself as depicted in "Exhibit G". If in the course of operating the Property, Manager or any employee or agent of Manager becomes aware of a karst, natural or cultural feature previously unknown to County, Manager will within two (2) business days provide written notice of the new discovery to County and will immediately secure the discovery and refrain from entering or disturbing the site.

All new discoveries will be kept confidential and will not be disclosed to any third party unless authorized in writing by the County Administrator. Manager will not permit the collection, removal or exportation of any natural or cultural items from the property without prior written approval of the County Administrator or his designee and in compliance with all applicable laws, rules and regulations.

13. Books, Records, and Reports

13.1 Manager will keep and maintain proper and complete books, records and accounts of all its operations conducted pursuant to this Agreement, in a manner approved by the Pima County Finance Director, which will be open for inspection and audit by County or its auditors, and the Arizona Auditor General, at all reasonable times.

13.2 Minutes of the meetings of the Board of Directors of Manager will be provided to County within ten (10) business days after each meeting.

13.3 Manager will provide County during each year of the term of this Agreement:

13.3.1 An annual report on the operation and activities of the Property.

13.3.2 If the Gross Revenues of the Property exceed one million dollars ($1,000,000.00) in any year of the Term, the Renewal Term, or the Additional Renewal Term, a certified audit and annual financial report of the operations under the control of the Manager, for the preceding fiscal year, within sixty (60) calendar days of the conclusion of the Manager's fiscal year. Otherwise, Manager will provide a reviewed financial statement and may be subject to audit by the County.

13.3.3 Assistance in the County's preparation of a written inventory of all buildings, equipment and items of value on the Property belonging to or insured by the County, by October 31st of each year this agreement is in effect.

13.3.4 A proposed budget for the following year, by November 30th of each year this Agreement is in effect.

14. Security and Safety

Manager is responsible for all security and safety relating to the Property and will provide such security personnel and security and safety features sufficient to adequately protect the Property and persons on the Property from property damage or bodily injury.

15. Compliance with Laws

Manager will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought and maintained in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during any term of this Agreement apply, but will not require an amendment.

16. Indemnification

16.1 To the fullest extent permitted by law, Manager will indemnify, defend, and hold harmless County and District and their officers, employees and agents from and against any and all losses, costs, or expenses (including reasonable attorney's fees) incurred or suffered by County or District as a result of any damages to property or injuries to persons (including death), or any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, but only to the extent that such losses, costs or expenses result in vicarious/derivative liability to County or District arising out of any act, omission, negligence, misconduct, or other fault of the Manager, its officers, officials, agents, or employees. Manager obligations under this *Section 16* survive the expiration or earlier termination of this Agreement.

17. Insurance

17.1 Insurance Required

Manager will, at Manager's sole cost and expense, obtain and maintain, during the term of this Agreement and any renewals thereof, the following insurance policies:

17.1.1 *Commercial General Liability Insurance* with coverage at least as broad as ISO form CG 0 01 in an amount not less than $5,000,000, covering the Property furnished to the Manager for exclusive use, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10, and covering all activities carried out on the Property. Manager may require that this insurance be carried by those users of the Property who actually carry out the activities being insured, but this does not relieve Manager of any responsibility for ensuring that the proper coverage is in place, and Manager will be liable to the County for any failure by such third party to furnish the required insurance. Subject to the breadth and limitations of coverage described above, this insurance policy must cover activities conducted on the Property to the extent that they are not covered by insurance policies of users of the Property.

17.1.2 *Commercial Automobile Liability Insurance* with coverage at least as broad as ISO form CA 00 01 in an amount not less than $1,000,000 for vehicles actually used in the operations at the Property (as compared to be used for simple commuting).

17.1.3 *Workers' Compensation Insurance* with statutory limits, with Employers Liability coverage in an amount not less than $1,000,000 per injury, illness, or disease.

17.1.4 *Commercial Property, Boiler and Machinery Insurance* with coverage at least as broad as ISO forms CP 00 01 and BM 00 20, covering selected items of Manager's personal property located at the Property.

17.1.5 *Liquor Liability Insurance* in an amount not less than $3,000,000 per occurrence if alcohol is sold or provided at the Property, endorsed to include Pima County as an additional insured.

17.1.6 *Special Events Insurance* in an amount acceptable to the Pima County Risk Manager for any event held at the Property not covered by other insurance provided as required above. County reserves the right to increase the limits on coverage for unique or high risk Special Events.

17.2 Insurance Certificates and Copies of Policies

Manager will provide County with current certificates of insurance which will show County and District as an additional insured where required. All certificates of insurance must provide for guaranteed thirty (30) calendar days written notice of cancellation, non-renewal or material change.

Manager will cause certified copies of its insurance policies and the policies of Third Parties using the Property to be delivered to the County.

17.3 Waiver of Subrogation

Each party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

17.4 Changes to Insurance Requirements

County retains the right to reasonably increase the limits or types of coverage from time to time as determined in the best interests of County by the Pima County Risk Manager.

17.5 Injury Reports

Manager will provide notice to County, on a form approved by Pima County Risk Management, of any significant injury, defined as any injury likely to result in head or spinal injury, loss of a limb or organ, or serious burns or scarring, or requiring medical evacuation or treatment by paramedics within one (1) business day of Manager becoming aware of such injury. Pima County's Risk Manager may reasonably redefine the reporting requirement by written notification to Manager. Manager will retain records related to significant injuries for not less than seven (7) years and will fully cooperate in any investigation of injuries or damage by Pima County Risk Management or its insurers, agents or contractors. Nothing in this section will constitute as a request by County, or a requirement, that Manager provide any information in contravention of the *Health Insurance Portability and Accountability Act (HIPPA).*

18. Environmental Compliance

18.1 Protection of Cultural and Paleontological Resources

Colossal Cave Preservation Park Historic District (Historic District) was listed on the *National Register of Historic Places* in 1992. The Historic District boundary is depicted as "Exhibit F". In planning and analysis for the *Sonoran Desert Conservation Plan*, Colossal Cave was identified as a Priority Cultural Resource for preservation. It is County policy to conserve and protect cultural resources that are located on land owned by Pima County, and to mitigate any negative effects that Pima County's operations and land-use planning decisions may have on cultural resources (Pima County Board of Supervisors Policy C3.17). This particularly applies to the Historic District, which is listed on the *National Register of Historic Places*.

Any development, alteration or ground disturbance within the Property, which is located entirely within the Historic District, must be reviewed and approved by the County, and may require consultation with the *Arizona State Historic Preservation Office* and other agencies in order to assess the potential and mitigate any adverse effects to individual resources and to the historic district as a whole.

18.2 Hazardous Materials Prohibited; Clean Air Act

Manager will not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept, or used in or about the Property by Manager, its Partners, agents, employees, contractors or invitees, without the prior written consent of County other than such Hazardous Materials which are necessary or useful to Manager's operation of the Property and such materials will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Manager's operations on the Property must comply with applicable provisions of the *Clean Air Act, 42 U.S.C. 7401 et seq*. and *Arizona Revised Statutes, Title 49, Chapter 3.*

18.3 Indemnity. If :

18.3.1 Manager breaches the obligations stated in *Section 18.1*, or

18.3.2 the presence (whether consented to by County or otherwise) of Hazardous Material on the Property or on or in the soil or ground water under or adjacent to the Property caused or permitted by Manager, its Partners, agents, employees, contractors or invitees results in contamination of the Property or such soil or ground water, or

18.3.3 contamination of the Property or such soil or ground water by Hazardous Material otherwise occurs for which Manager is legally liable to County for damage resulting therefrom, or

18.3.4 contamination occurs elsewhere in connection with the transportation by Manager of Hazardous Material to or from the Property, then Manager will indemnify, protect, defend and hold County harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities or losses (including, without limitation, diminution in value of the Property or any part thereof, damages for the loss or restriction on use of usable space or of any amenity of the Property or any part thereof, damages arising from any adverse impact on marketing of space with respect to the Property or any part thereof, and sums paid in settlement of claims, attorney's fees, consultant fees and expert

fees) which arose or arises during or after the term of this Agreement as a result of such contamination.

The foregoing obligation of Manager to indemnify, protect, defend and hold County harmless includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration or other response work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present, as a result of any action or inaction on the part of Manager, its agents, employees, contractors or invitees, in the Property or the soil or ground water on, under or adjacent to the Property or elsewhere in connection with the transportation by Manager of Hazardous Material to or from the Property.

18.4 Clean-Up

Without limiting the foregoing, if the presence of any Hazardous Material on or in the Property, or the soil or ground water under or adjacent to the Property caused or permitted by Manager, or its Partners, agents, employees, contractors or invitees results in any suspected contamination of the Property, the soil or ground water under or adjacent to the Property, Manager will promptly notify County in writing and take all actions, at Manager's sole cost and expense, as are necessary to return the Property, or such soil or ground water to the condition existing prior to the introduction of any such Hazardous Material to the Property, or to such soil or ground water; provided that County's approval of such actions must first be obtained, which approval will not be unreasonably withheld so long as such actions would not potentially have any material adverse long- term or short-term effect on the Property.

18.5 Pre-existing Contamination

Any Hazardous Materials contaminating the Property prior to possession of the Property by Manager will not result in liability for Manager under this *Section 18* except to the extent such contamination is aggravated by the action or inaction of Manager.

18.6 Notices Regarding Environmental Conditions

Manager shall, within ten (10) business days following receipt thereof, provide County with a copy of:

18.6.1 any notice from any local, state or federal governmental authority of any violation or administrative or judicial order or complaint having been filed or about to be filed against Manager or the Property alleging any violation of any local, state or federal environmental law or regulation or requiring Manager to take any action with respect to any release on or in the Property or the soil or ground water under or adjacent to the Property of Hazardous Material, or

18.6.2 any notices from a federal, state or local governmental agency or private party alleging that Manager may be liable or responsible for cleanup, remedial, removal, restoration or other response costs in connection with Hazardous Material on or in the Property or the soil or ground water under or adjacent to the Property or any damages caused by such release.

18.7 Hazardous Material

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Arizona or the United States Government. The term ""Hazardous Material"" includes, without limitation, any material or substance that is:

18.7.1 defined as a "hazardous waste" under *NRS 459.400 et seq.*,

18.7.2 petroleum,

18.7.3 asbestos,

18.7.4 designated as a "hazardous substance" pursuant to *Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321),*

18.7.5 defined as a "hazardous waste" pursuant to *Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903),*

18.7.6 defined as a "hazardous substance" pursuant to *Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601) or*

18.7.7 defined as a "regulated substance" pursuant to *Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 et seq.*

18.8 Survival

Manager's and County's obligations under this *Section 18* survive the expiration or earlier termination of this Agreement and vacation of the Property.

19. Utilities, Services and Taxes

19.1 Manager Responsible for Utilities

19.1.1 Utilities Other Than Water Manager will pay the costs of all utility services on the Property, except water.

19.1.2. Water County currently operates and maintains two wells that provide water to the Property, and County will be responsible for maintenance of the wells. Manager will be responsible for the distribution system from the wells to the rest of the property. If the wells are not working, County will provide water for the cave area portion of the Property only for up to, but not longer than thirty (30) calendar days. In the event Tucson Water or another water company provides potable water to the Property, Manager must connect to such water provider, and Manager will be solely responsible for all fees to connect to such water provider and for payment of the monthly utility fees to the provider/utility company for such water. Manager will install and utilize low water use fixtures and in-line anti-siphoning devices for any rehabilitation, upgrades, or new construction projects located on the Property.

Manager is responsible to pay for the costs to provide and the use of all gas, heat, light, power, water, wastewater charges, telephone service, garbage removal, pest and termite service, security services and all other services and utilities supplied to the Property and any buildings located within the Property, together with any taxes thereon.

19.2 Interruption of Services

County is not liable to Manager if any utilities or services, whether or not furnished by County hereunder, are interrupted or terminated because of necessary repairs, installation or improvements, or any other cause beyond County's reasonable control, nor will any such interruption or termination relieve Manager of any of its obligations under this Agreement. County will have no liability to Manager if any utility service is interrupted or terminated by the utility provider or otherwise.

19.3 Taxes

Manager is be responsible for payment of all taxes, whether personal property taxes, income taxes, or any other taxes, if any, that are or may be assessed relating to the Property or any use of the Property by Manager.

20. Entry by County or District

County or District may enter the Property upon reasonable advance notice to Manager to inspect the same, and to perform ecological, hydrological, flood damage and cultural resources monitoring and assessments. County will use reasonable efforts to not interrupt Manager's operation of the Attractions on the Property.

County at any and all times will have the right to use any and all means which County may deem proper to open gates or doors in an emergency in order to obtain entry to the Property, without liability to Manager, except for any failure to exercise due care for Manager's property or personnel.

21. Default and Remedies

21.1 Default.

The occurrence of any one or more of the following events constitutes a default and breach of this Agreement by Manager and may result in the termination of the Agreement if actions as indicated in *21.1.6* are not followed:

21.1.1 Non-Operation of Park The vacating or abandonment of the construction, operation or maintenance of the Property, or any portion thereof, by Manager, where such failure continues for a period of ten (10) business days after County sends notice of such default to Manager.

21.1.2 Financial The failure by Manager to appropriately account for revenues and expenditures or any failure to use Gross Revenues as required in Section 3 above, where such failure continues for a period of ten (10) business days after County sends notice of such default to Manager.

21.1.3 Insurance The failure by Manager to maintain insurance policies as set forth above for any time; in which event Manager must immediately cease all operations at the Property until such insurance is obtained. In the event of such a default, County may, in County's sole discretion, obtain necessary insurance coverage in which event Manager shall, within ten (10) business days of demand, reimburse and pay to County the full amount of any costs and premiums expended by County to obtain such coverage, including any deductibles or losses within a self-insurance retention.

21.1.4 Minimum Rent and Additional Annual Fee The failure by Manager to timely pay the Minimum Rent pursuant to *Section 3.1* or the Additional Annual Fee pursuant to *Section 3.2*, where such failure continues for a period of ten (10) business days after County sends notice of such default to Manager.

21.1.5 Gross Negligence Manager or any Partner, employee or agent of Manager acts in a grossly negligent or intentionally wrongful manner and such action results in significant injury to any person, as described in *Section 17.5* above, or substantial damage to any improvements on the Property which County is required to repair under the terms of this Agreement.

21.1.6 Other Covenants The failure by Manager to observe or perform any other of the covenants, conditions or provisions of this Agreement to be observed or performed by Manager, where such failure continues for a period of thirty (30) calendar days after written notice thereof by County to Manager; provided, however, that if the nature of Manager's default is such that more than thirty (30) calendar days are reasonably required for its cure, then Manager will not be in default if Manager commences such cure within said thirty (30) calendar day period and thereafter diligently prosecutes such cure to completion, provided such cure is completed within one hundred and twenty (120) calendar days of the notice by County.

21.1.7 Repeated Defaults More than three (3) material defaults by Manager, as set forth in *Subsections 21.1.1 to 21.1.6* above, in any two (2) year calendar period, even if Manager cures the defaults within the applicable cure periods set forth above.

21.2 Remedies

Either party may pursue any remedies provided by law and in equity for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement, including without limitation, the right to recover all future Rent, subject to the duty to mitigate.

22. General Provisions

22.1 Conflict of Interest

This Agreement is subject to cancellation pursuant to *A.R.S. § 38-511* which is incorporated herein by reference.

22.2 Waiver/Full and Complete Performance

The waiver by County or Manager of any term, covenant or condition herein is not a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein. The subsequent acceptance of Rent hereunder by County is not a waiver of any preceding default by Manager of any term, covenant or condition of this Agreement, other than the failure of Manager to pay the particular Rent so accepted regardless of County's knowledge of such preceding default at the time of the acceptance of such Rent. Failure of County or Manager to insist upon strict performance of any provision or to exercise any remedy hereunder is not a waiver by such party of any breach relating to such provision or giving rise to such remedy. No provision of this Agreement will be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced. Nothing herein requires or obligates County to accept any partial payment of the then current and owed Rent due or partial performance of obligations under this Agreement. County may, in its sole discretion, accept partial payments of amounts due or partial performance of obligations hereunder. Such acceptance of partial payments of Rent due or partial performance of obligations hereunder will in no way be considered or constitute a waiver by County of any failure on the part of Manager to timely pay Rent due or perform the obligations hereunder nor will such acceptance be considered an accord and satisfaction of the Rent then due under this Agreement.

22.3 Marginal Headings

The marginal headings and Section titles to the Sections of this Agreement are not a part of this Agreement and have no effect upon the construction or interpretation of any part hereof.

22.4 Time

Time is of the essence for this Agreement and each and all of its provisions in which performance is a factor.

22.5 Successors and Assigns

The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the successors and assigns of the parties hereto.

22.6 Recordation

Any party may record this Agreement in the Office of the Pima County Recorder.

22.7 Entire Agreement, Amendment and Modification

This Agreement constitutes the entire agreement between the parties and contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement is not effective or binding on any party until fully executed by both parties hereto.

22.8 Partial Invalidity

Any provision of this Agreement which is invalid, void, or illegal in no way affect, impair or invalidate any other provision hereof and such other provisions will remain in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid, void, or illegal provision.

22.9 Attorneys' Fees

In the event of any action or proceeding brought by any party against the other under this Agreement, the prevailing party will be entitled to recover its expenses and costs, including its attorneys' fees and expert witness fees, in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable.

22.10 Approvals

Unless otherwise provided herein, whenever the approval of a party is required by this Agreement, such approval must be given within thirty (30) calendar days, in writing. If such written approval is not given with such time period, the request is considered disapproved and denied. Unless otherwise noted herein, when the approval or consent of County is required hereunder, it means the written consent of the County Administrator or his designee. The approval of the Board of Supervisors of the County and the Board of Directors of the District are required for any extension or amendment of this Agreement.

22.11 Notices

Wherever this Agreement requires or permits notice or demand to be given by either party to the other, such notice or demand must be in writing and given or served either personally or by either regular mail, certified mail (return receipt requested), or by commercial delivery service such as Federal Express or United Parcel Service, addressed to the parties at the addresses specified below and to the following individuals.

Notice will be effective upon personal delivery, three (3) business days after deposit, postage prepaid, in the U.S. mail, or one (1) business day after overnight delivery via commercial delivery service. Either party may change such address by written notice to the other as herein provided.

If notice is to County or District:

C.H. Huckelberry
Pima County Administrator
130 W. Congress, 10th Floor
Tucson, AZ 85701

With copy to:

Tom Moulton, Director
Economic Development and Tourism
33 N. Stone Ave., Suite 830
Tucson, AZ 85701

Chris Cawein, Director
Natural Resources Parks and Recreation
3500 W River Road
Tucson, AZ 85741

If notice is to Manager:

Armand P. Ortega, Manager
Brian Held, General Manager
Colossal Cave, LLC
16721 E. Old Spanish Trail
Vail, AZ 85641

22.12 Authority of Manager

Each individual executing this Agreement on behalf of Manager represents and warrants that he or she has full authority to do so and that this Agreement binds the corporation. If any court or administrative agency determines that County or District does not have authority to enter into this Agreement, County or District are not liable to Manager or any third party by reason of such determination or by reason of this Agreement.

22.13 Books and Records

Manager will retain, and will include in any written agreements with Partners, subcontractors or other parties performing services at the Property, a provision requiring that all such parties retain, for inspection and audit by the County and the Arizona Auditor General, all books, accounts, reports, files and other records relating to performance of the Agreement for a period of five years after its completion or if later, until any related proceedings initiated during the five (5) year period are completed. Upon request by County or the Auditor General, a legible copy or the original of all such records will be produced by the Manager at the administrative office of County or the office of the Auditor General.

22.14 Compliance with ADA

Manager will comply with all applicable provisions of the *Americans with Disabilities Act* (*Public Law 101-336, 42 U.S.C. 12101-12213*) and all applicable federal regulations under the Act, including *28 CFR Parts 35 and 36*. The foregoing notwithstanding, Manager is not be required to incur any expense in retrofitting any of the facilities on the Property unless specified within this Agreement or within the attachment, to comply with ADA requirements that were applicable to such facilities but unaddressed by the County, or that materially increase the expense of Manager's operations of the Property.

22.15 Non-Discrimination in Employment

Manager agrees to comply with all provisions and requirements of *Arizona Executive Order 2009-09* including flow down of all provisions and requirements to any subcontractors, which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, Manager will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

22.16 Non-Appropriation

Notwithstanding any other provision in this Agreement, if there are not sufficient appropriated and available monies for the purpose of maintaining County's or District's obligations under this Agreement, County and District will have no further obligation to Manager; provided, however, Manager may continue to occupy the Property for the remainder of the term hereof if Manager performs all of Manager's obligations under this Agreement.

22.17 Independent Contractor

The status of the Manager is that of an independent contractor. Neither Manager, nor Manager's officers, agents or employees are considered an employee of County or District or are entitled to receive any employment-related compensation or fringe benefits under the *Pima County Merit System*.

Manager is responsible for payment of all federal, state and local taxes associated with Manager's activities and will indemnify and hold County harmless from any and all liability which County may incur because of Manager's failure to pay such taxes. Manager is solely responsible for Property development and operation.

22.18 Subcontractors

Manager will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the Manager is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of County or District to pay or see to the payment of any money due any subcontractor, except as may be required by law.

22.19 Legal Arizona Workers Act Compliance.

Manager hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Manager's employment of its employees, and with the requirements of *A.R.S. § 23-214 (A)* (together the "*State and Federal Immigration Laws*"). Manager will further ensure that each subcontractor who performs any work for Manager under this Agreement likewise complies with the State and Federal Immigration Laws.

County has have the right at any time to inspect the books and records of Manager and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Manager's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is deemed to be a material breach of this Agreement subjecting Manager to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result,

Manager will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Manager will advise each subcontractor of County's rights and the subcontractor's obligations, under this *Section 22.19* by including a provision in each subcontract substantially in the following form:

> "SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of *A.R.S. § 23-214 (A).* SUBCONTRACTOR further agrees that PIMA COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Manager. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Manager's approved construction or critical milestones schedule, such period of delay is deemed excusable delay for which Manager is entitled to an extension of time, but not costs.

22.20 Exhibits.

The following Exhibits are incorporated into this Agreement as though fully set forth herein:

Exhibit A:	Colossal Cave Mountain Park Boundaries
Exhibit B:	Property Boundaries
Exhibit C:	Property Location, Purpose and Scope of Acitvities
Exhibit D:	Maintenance Plan (Projects)
Exhibit E:	New Renovation Projects and Capital Improvements
Exhibit F:	Colossal Cave Preservation Park Historic District Boundary National Register of Historic Places
Exhibit G:	Map of Colossal Cave

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below:

PIMA COUNTY, a political subdivision of the State of Arizona

Sharon Bronson

Sharon Bronson, ~~Chair,~~ Board of Supervisors

AUG 17 2015

Date

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT:

Sharon Bronson

Sharon Bronson, ~~Chair,~~ Board of Directors

AUG 17 2015

Date

COLOSSAL CAVE, LLC.

Armand P. Ortega, Manager

8-6-2015

Date

ATTEST:

Robin Brigode

Robin Brigode, Clerk of the Board

AUG 17 2015

Date

REVIEWED AND APPROVED:

Tom Moulton, Director
Economic Development & Tourism

APPROVED AS TO CONTENT:

Suzanne Shields, Director,
Regional Flood Control District

8-7-15

Date

APPROVED AS TO CONTENT:

Chris Cawein, Director,
Natural Resources Parks and Recreation

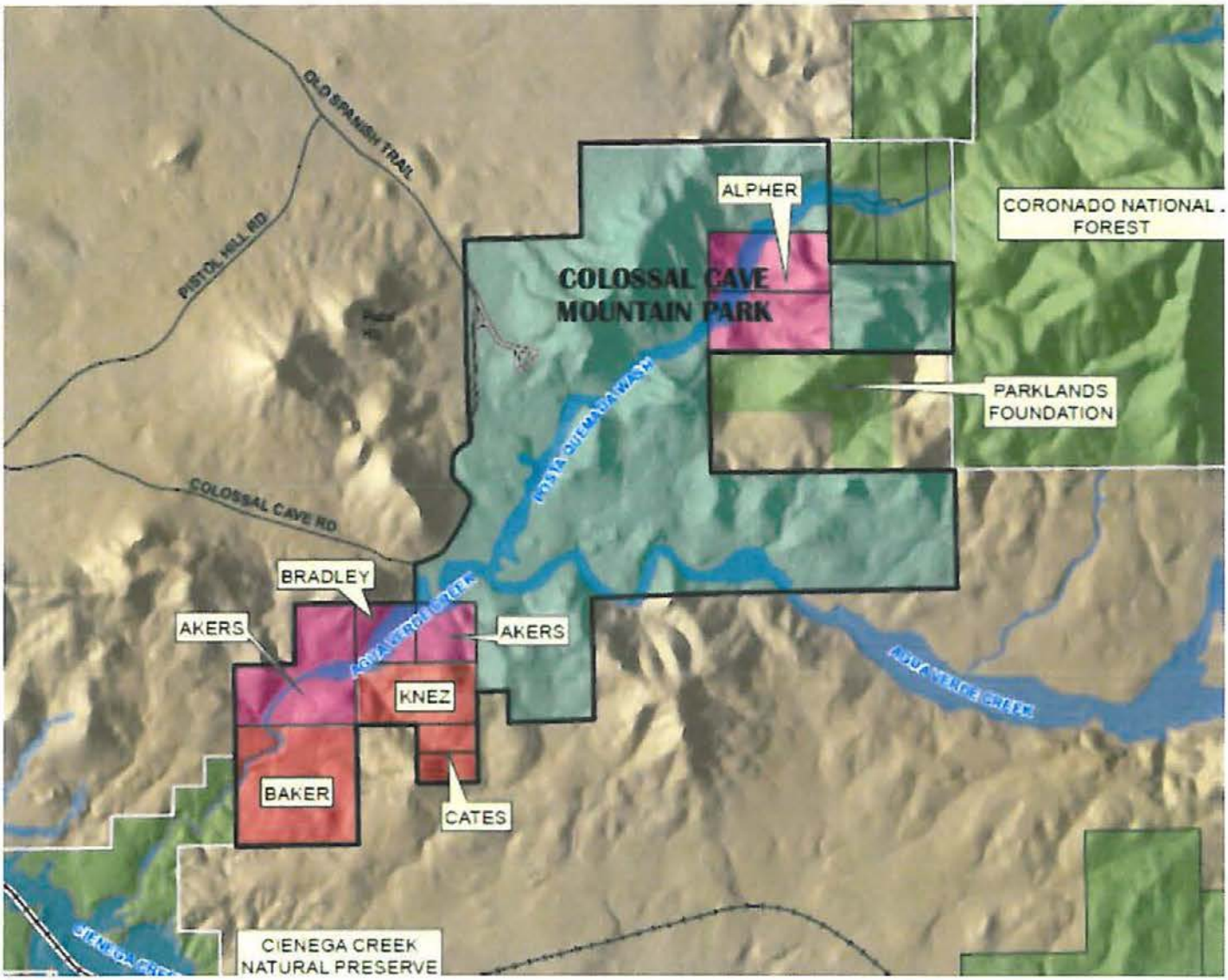
8/7/15
Date

APPROVED AS TO FORM:

Tobin Rosen, Deputy
Pima County Attorney, Civil Division

8/4/15
Date

Exhibit A
Colossal Cave Mountain Park Boundaries
Map not to scale



Boundaries for Colossal Cave Mountain Park are indicated in green. Actual narrative is being developed and will be added.

Exhibit B
Property Boundaries

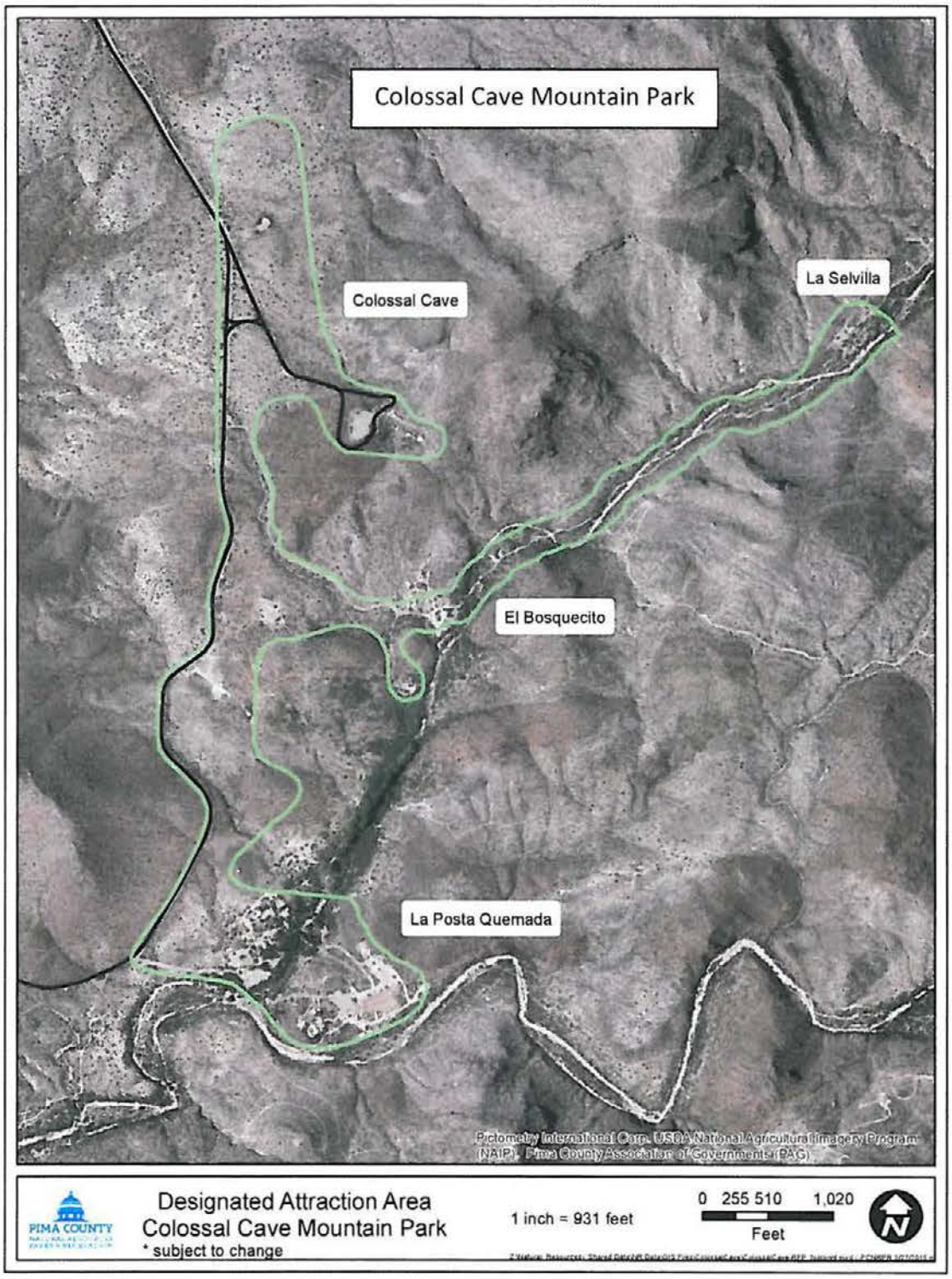


Exhibit C
Property Location, Purpose and Scope of Activities

The Conservation of Colossal Cave Mountain Park and its natural geologic and desert features, is of paramount importance. Therefore; it is believed that a fair balance can be struck between public enjoyment, commercial use, and protection of the natural geologic and desert systems in the park.

Park attractions exist to promote the conservation of the park, increase awareness of delicate geologic and natural features, and to promote recreation and health opportunities for park visitors.

The following public uses are considered appropriate with reasonable guidelines within the Property. This list may be reviewed and changed from time to time by both parties and approved by the County:

- Cave tours and exploration of Colossal Cave in existing pathways
- Educational venues and events
- The sale of food and beverage including alcoholic beverages (within applicable laws)
- Retail merchandise
- Bicycle and other non-motorized vehicle rentals as long as vehicles are not detrimental to the park
- Stagecoach, Horseback riding on designated trails and other animal use as approved.
- Desert tours including eco-tours
- Overnight lodging and camping
- Rental of facilities for County approved special events
- Souvenir Photography
- Use by specialized groups as long as not detrimental to the Property
- Potential adventure activities and other recreational use as long as not detrimental to the Park and approved by the County
- Picnics, both individual and group Filming and photography

Exhibit D
MAINTENANCE PLAN (PROJECTS)

Manager will:

1. Commit to spend a minimum of $60,000 annually (excluding salaries) in park maintenance projects. County will participate in prioritizing the maintenance projects.

2. Maintain historic buildings in accordance with the Secretary of Interior's Standards.

3. Require staff to pass a verbal quiz on the Secretary of Interior's Standards.

4. First reach out to Pima County and then to the State Historical Preservation Office (SHPO) for appropriate guidance for all work that involves significant historic features and material.

5. Within ninety (90) days of execution of contract, Managers' corporate Chief of Maintenance will tour the facility with Managers' architects, Pima County representatives and, if necessary, preservation architects and engineers.

6. Implement and maintain a Computerized Maintenance Management Software (CMMS). Both Routine and Cyclic crucial maintenance items will be programmed into Managers' CMMS, by asset, and the CMMS will generate reminders and appropriate work orders for staff. Managers' CMMS will be designed to generate "warnings" when work orders are inputted for significant historic features.

7. Submit an annual maintenance report to Pima County which will include a summary of work completed in the previous year, including amounts invested and budgets and planned work for the next two (2) years. An annual inspection report by the local Fire District shall be included within the maintenance report.

8. Establish weekly and monthly spot checks to ensure that cave and facility wiring are safe, grounded, and do not pose a threat.

9. Maintain all machinery systems at least in accordance with manufacture recommended routines (replacement of required filters etc.).

10. Initiate thermal infrared imaging of potential "hot spots" to make sure that electrical junctures are not in danger of fire.

11. Implement routine maintenance that will entail the monthly and quarterly check of alarm systems, and appropriate placement and maintenance of fire extinguishers. Included shall be all public exit signs.

12. Implement at least quarterly inspections of all exterior woodwork (historic windows, vigas, etc.) with an emphasis on termites and environmental damage on the south facing walls. Repair and replacement as necessary.

13. Implement at least quarterly inspections of drainage systems, gutters, and areas where water might become pooled and enter the buildings.

14. Implement quarterly spot checks of all roofs, clearing of debris, and an annual professional roof inspection.

15. Use moisture monitor equipment in areas of suspected leaks or moisture penetration.

16. Implement an Integrated Pest Management System (IPMS) which will require the monitoring of potential entry points and animal nesting areas that could breach the building seal, or cause moisture to breach the seal.

17. Included shall be an IPMS program for all insects and noxious weeds.

18. Evaluate the condition of all roofs within sixty (60) days of contract start date.

19. Implement daily spot checks and cleaning of debris and trash (to avoid animal foraging that can be detrimental to the buildings).

20. Implement monthly checks of high traffic areas that are becoming worn and could be in need of replacement (rock flooring under the CCC cave patio, trails, etc.) as well as areas that can pool water and debris.

21. Use seasonal protective mats in order to keep debris from being tracked into historic buildings or the cave.

22. Implement monthly checks of potential animal nesting areas.

23. Implement a post-storm spot check plan to inspect buildings, components, and potential floodways to identify potential danger to buildings.

24. Inspect and clean "non-public" areas looking for evidence of animal and insect activity.

25. Avoid "random acts of storage" which can overload historic buildings and act as both nesting areas and fire hazards.

26. Inspect at least quarterly, internal woodwork, with special care taken on woodwork (large beams in the retail area) and finishes exposed to UV sun through the windows as well as potential insect termite damage.

27. Routinely clean historic finishes with non-abrasive, non-reactive cleaners.

28. Paint internal walls routinely.

29. Monitor high customer foot traffic areas for signs of wear and tear, food spills etc. Repair and replace as appropriate.

30. Implement daily cleaning and inspections of all public areas.

31. Establish thirty (30) day training logs for our maintenance manager and all staff involved in maintenance. The training logs will be job and area specific.

32. Create a *Preservation and Maintenance Manual*. The GM and maintenance manager will lead training sessions to review the manual and update as needed.

33. In each of the first three (3) years of the contract, require and pay for Managers' maintenance manager to attend at least one (1) maintenance-related or certified Archeological Institute of America class such as the *National Preservation Institute's*: "*Cultural and Natural Resources: An Integrated Management Strategy*" or "*Preservation Maintenance*: *Understanding and Preserving Historic Buildings*."

34. Require and pay for Managers' General Manager and Maintenance Manager to attend either general industry or construction certification classes for greater situational and safety awareness. It is further recommended that the Maintenance Manager become a certified pest control operator pursuant to *Arizona Department of Agriculture* requirements. Pima County will provide assistance and oversight with regards to certification.

35. Retain an independent preservation expert.

36. Develop custom training materials that are specific to the CCC buildings.

37. Proactively find like-kind materials before they are needed.

38. Establish an Approved Cleaning Materials list. Maintain an on-site MSDS control center for all stored chemicals.

39. Never applying untested material to the building.

40. Retain a Cave Consultant with County approval as needed to address cave rehabilitation, conservation, safety and tour operations.

Exhibit E
New Renovation Projects and Capital Improvements

Manager is responsible for completing mutually acceptable new site facility projects and rehabilitation plans within the first ten (10) years of operation. Projects contained below are only a sampling of the types of Projects under consideration. All Projects must be approved by the County and possible other agencies such as State Historical Preservation Office before proceeding. Projects may be added to or subtracted from this list with both parties consent.

Project Name	Description
Upgrade retail at cave area	Invest at least $250,000 in the cave area retail shop. The dignity of the building, the overall look of the store, and the themes and interpretation it presents should create a pleasant memory for visitors and should be a source of pride for locals, whether they make a purchase or not.
Introduce limited food service at cave area	Install a food merchandiser either in the cave retail store or outside in a dedicated food service space described below. The food merchandiser will be stocked daily (and more often if needed) with the grab and go menu items.
Create food preparation area	To support our proposed grab and go and hot food menus, we will need to install a small (110 square foot) food preparation area for the assembly of food. Candidate places to build this small preparation area include: • The two-story CCC building in the cave area, • The small building between the retail building and the two-story CCC building in the cave area, • The basement of the retail building in the cave area, or • The ranch house. The exact location of the food preparation area will be determined in conjunction with Pima County and the County Health Inspector.
Upgrade patio at cave area	To finish this space and complete its invitation to relax in a historic desert courtyard, we commit to furnish it with at least a $25,000 investment in sturdy, outdoor benches and tables and chairs, umbrellas, a mist system, greenery, and Wi-Fi.

Implement photo opportunity at the cave area	We propose to expand the use of the cave patio area to allow for souvenir photos. We propose to invest in the 8' x 8' Smile Lounge photo booth, www.SmileLoungePhotoBoothNY.com (or equivalent) and/or develop a process to take photographs in the cave.
Adventure Activities	If acceptable to Pima County AND visitation increases to at least 60,000 and it is economically feasible to achieve an acceptable return on investment, install a rope course and/or zip line attraction.
Campsite improvements	Replace current aged and broken fire rings / grills with brand new ones that are more attractive and upgrading picnic tables. Increase size of restrooms and potentially add flow efficient showers
Overnight lodging improvements	Conduct a feasibility study to assess if constructing guest rooms in the ranch house and building an RV park with cabins near the current ranch area is financially viable. If so, develop a plan to implement the financially viable components of this plan.
Improve and Development of trails	County will take the lead on the development of any new trails in collaboration with Manager.
Preservation and maintenance plan	Implement a multi-year "Preservation and Maintenance Plan"

Exhibit F
Colossal Cave Preservation Park Historic District Boundary
National Register of Historic Places

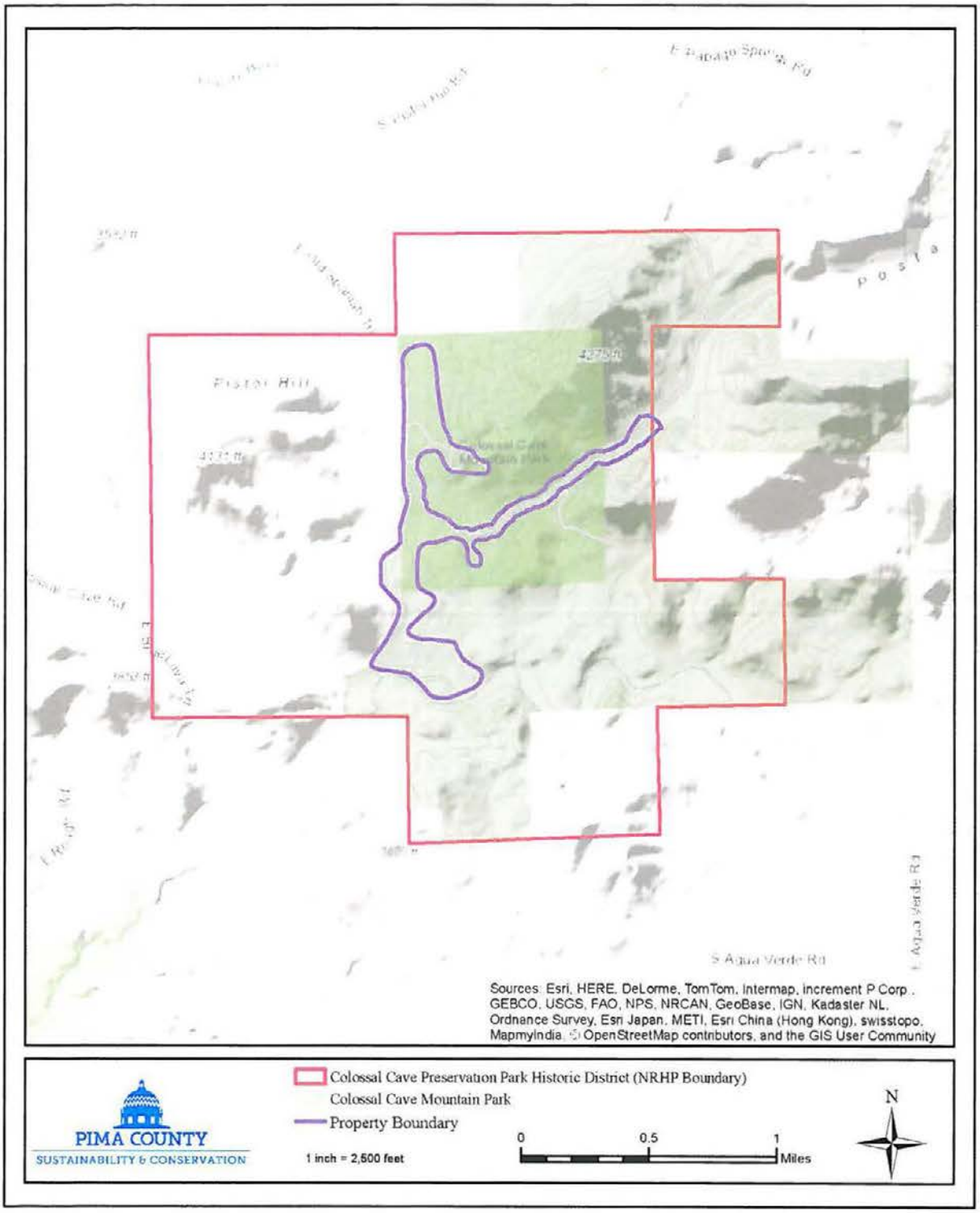
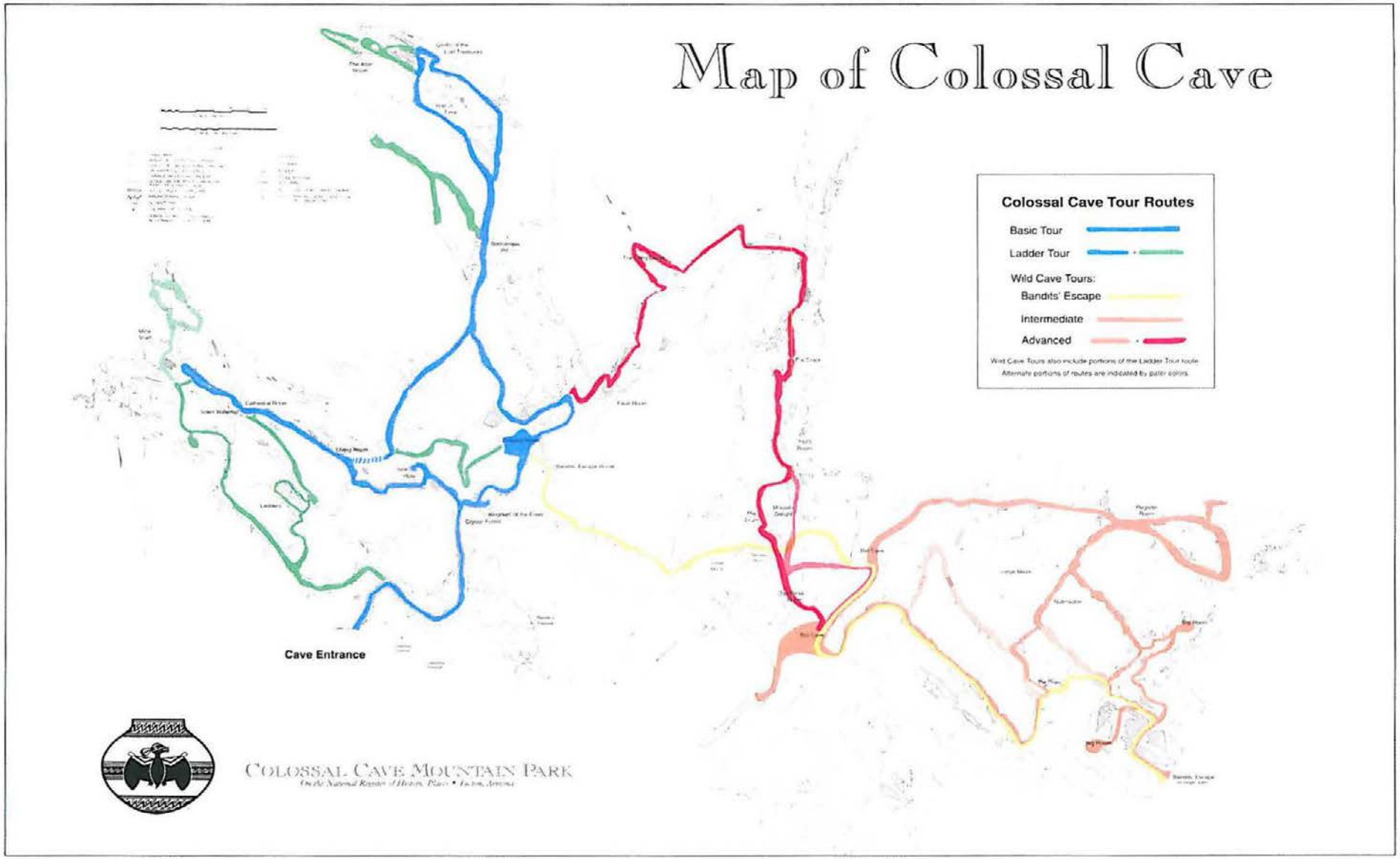


Exhibit G


Map of Colossal Cave
Colossal Cave Tour Routes
Basic Tour
Ladder Tour
Wild Cave Tours:
Bandits' Escape
Intermediate
Advanced
Wild Cave Tours also include portions of the Ladder Tour route.
Alternate portions of routes are indicated by paler colors.
Cave Entrance
Colossal Cave Mountain Park

Appendix K. Master Restrictive Covenant for Pima County Conservation Land

F. ANN RODRIGUEZ, RECORDER
Recorded By: LW
DEPUTY RECORDER
41

PCREA
PIMA CO REAL PROPERTY SERVICES
PICKUP

SEQUENCE: 20163130351
NO. PAGES: 31
COV 11/08/2016
14:53:01

PICK UP
AMOUNT PAID: $0.00

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
ATTN.: MICHAEL D. STOFKO
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701-1215

DOCUMENT TITLE: MASTER RESTRICTIVE COVENANT FOR PIMA COUNTY CONSERVATION LAND

ARS Section 11-1134 is inapplicable.

Master Restrictive Covenant for

Pima County Conservation Land

This Master Restrictive Covenant ("**Conservation Land Master Covenant**") is entered into by Pima County, a political subdivision of the State of Arizona ("**County**"), the Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc., an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary being collectively the "**Parties**").

1. Background and Purpose

1.1. The County owns the real property listed in Exhibit A (the "**Restricted Property**" or "**Restricted Properties**"), provided that the Restricted Properties shall not include the following: (i) the property currently subject to a Cooperative Management Agreement dated 8-17-2015 for the operation of facilities within Colossal Cave Mountain Park (the "Colossal Cave Property"); (ii) the property subject to a Lease dated 7-1-2003 for the property known as "Old Tucson" and operated as a Western-Frontier recreational and amusement area (the "Old Tucson Property"); and (iii) the property subject to a Cooperative Management Agreement dated 10-1-2003 for the operation of the Arizona-Sonora Desert Museum (the "Desert Museum Property"). A map identifying the Restricted Property is attached hereto as Exhibit B. Individual maps of each of the Restricted Properties are attached hereto as Exhibit C. The Restricted Property contains significant undisturbed natural open space that the County wishes to preserve and protect against future use or development in a manner inconsistent with the terms of this Conservation Land Master Covenant and the purposes for which the property was originally required, except for any pre-existing uses as shown on imagery by Pictometry or Pima Association of Governments dated 2015 or 2016, whichever is more recent (the "**Pre-existing Uses**").

1.2. The Parties intend that this Conservation Land Master Covenant assure that the Restricted Properties will be forever preserved as natural open space for the Conservation Land of natural habitat for wildlife, flood hazard reduction and natural recharge, the protection of cultural resources, and the scenic, recreational and educational enjoyment of the general public (collectively the "Conservation Values").

2. Recording of Site Specific Restrictive Covenants

2.1. The Parties intend that a site specific agreement ("**Site Specific Agreement**") be recorded for each individual property listed on Exhibit A and depicted on Exhibits B and C. The Site Specific Agreement shall be in the form of Exhibit D attached hereto. The Parties intend that each Site Specific Agreement incorporate all of the terms and conditions contained in this Conservation Land Master Covenant. Each Site Specific Agreement will contain the legal description of the referenced property, and recordation of a Site Specific Agreement will subject the real property described therein to the terms

of this Conservation Land Master Covenant and cause such property to be a Restricted Property.

2.2. County hereby delegates to the County Administrator or his designee the authority to sign each of the Site Specific Agreements on behalf of County. District hereby delegates to the General Manager of the District or his designee the Authority to sign each of the Site Specific Agreements on behalf of District.

3. **Nature of Conservation Land Master Covenant**

3.1. This Conservation Land Master Covenant runs with each Restricted Property and binds the County and its successors and assigns.

3.2. This Conservation Land Master Covenant remains in perpetuity with respect to each Restricted Property, unless released by written consent of County, District, and Beneficiary. Any release will specify if it relates to a specific Restricted Property or to this Master Agreement and, therefore, all the Restricted Properties.

3.3. The uses of the Restricted Properties prohibited by this Conservation Land Master Covenant remain in effect notwithstanding any future annexation of all, or any portion, of a specific Restricted Property by a municipality.

3.4. This Conservation Land Master Covenant may not be amended or modified except upon written agreement of County, District, and Beneficiary.

3.5. This Conservation Land Master Covenant may be enforced by District or Beneficiary as provided in Section 9 below.

4. **The Restrictions**. Except as provided in Section 5 of this Conservation Land Master Covenant, the following uses of the Restricted Properties are prohibited (collectively the "**Restrictions**"):

4.1. Development of the Restricted Properties, including subdividing or lot splitting of a Restricted Property;

4.2. Construction or placement of new or additional buildings or structures on a Restricted Property, unless the construction supports the purposes for which the Restricted Property was originally intended including any adopted master plan, and does not degrade the Restricted Property's values as expressed in the purpose statement;

4.3. Alteration of the ground surface or natural vegetation, except as may be needed for ranch, range improvement, or trail-based recreational uses;

4.4. Impoundment, diversion or alteration of any natural watercourse unless for watershed enhancement to improve species habitat or to maintain a Restricted Property's natural and cultural values;

4.5. Development of, or the granting of, access, rights-of -way or easements for new roads or new utilities, including telecommunications facilities, except where County has no discretion to prohibit the activity;

4.6. Filling, excavation, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Restricted Property, except where County has no discretion to prohibit the activity;

4.7. Storage, accumulation or disposal of hazardous materials, trash, garbage, solid waste or other unsightly material on the Restricted Property;

4.8. Introduction of non-native fish or amphibians or other non-native animals to or from catchments, tanks, springs or creeks. Other non-native species that might adversely affect the natural and cultural values are also prohibited except for the purposes of supporting existing ranching operations or recreational activities;

4.9. Storage and use of biocides and chemical fertilizers except for residential, public park and agricultural purposes. Aerial application of biocide or other chemicals is prohibited except where County and District concur that it is an appropriate and necessary management technique to promote the recovery and re-establishment of native species, to reduce threats to ecosystem structure and function, or to protect public health, safety and welfare;

4.10. Pumping of water from existing diversions for purposes other than on-site residential, wildlife, recreational, habitat enhancement and agricultural uses associated with livestock grazing on the Restricted Property. Increases in the pumped amounts of surface or subsurface water as allowed by the Arizona Department of Water Resources are not permitted without joint approval from the County and District;

4.11. Installation of underground storage tanks for petroleum or other polluting substances, except for already existing or permitted septic tanks;

4.12. Confinement of livestock, except for the purposes of publically-oriented agricultural operations, if any, where animals are permanently located in enclosures and the majority of their feed supplied from outside sources. This includes feeder cattle, dairy, pig, poultry and exotic animal farm operations;

4.13. Commercial enterprises inconsistent with the Objectives, excluding farming and ranching. The County and District may jointly approve commercial enterprises, other than farming or ranching, that provide for ecotourism or wildlife-related recreation provided that it is consistent with the Objectives and does not degrade the Restricted Property's natural and cultural values;

4.14. Residential use for mobile homes, travel trailers, tent trailers, self-propelled recreational vehicles and like structures or vehicles, except as permitted by County Park

Rules or as needed to support the protection or enhancement of the Restricted Property's natural and cultural values;

4.15. Paving of roads using asphalt or concrete except where required by County ordinance;

4.16. Any modification of the topography of the Restricted Property through the placement of soil, dredging spoils, or other material, except for those uses permitted under this document, or to reduce soil erosion or to protect public health, safety and welfare;

4.17. Off-road vehicular travel except to facilitate permitted activities on the Restricted Property; and

4.18. Removal of natural, mineral, or cultural resources that is not authorized by County.

5. **Exceptions to Restrictions.** Notwithstanding any other provision of this Conservation Land Master Covenant, the following uses of the Restricted Properties are not prohibited:

5.1. Any use of the Restricted Property which the County Board of Supervisors determines, based on clear and convincing evidence presented to said Board, is necessary to address the public health, safety or welfare;

5.2. Any Pre-existing Use of the Restricted Property;

5.3. Any use of the Restricted Property expressly permitted by a contract in effect between the County and a third party as of the date this Conservation Land Master Covenant is recorded; and

5.4. Any use of any Restricted Property that is contiguous to either the Colossal Cave Property, the Old Tucson Property, or the Desert Museum Property (each of which is an "Operator Property") provided that (i) the use is consistent with the current use and purpose of the contiguous Operator Property, as provided in the respective lease or cooperative management agreement, (ii) the County Board of Supervisors has approved the use; (iii) the use is consistent with any Master Plan for the Restricted Property approved by the County's Board of Supervisors; and (iv) District and County will use their best efforts to minimize any impact the use may have on the Conservation Values of the Restricted Property.

6. **Obligations of County**

6.1. County, through its employees, agents and contractors, retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Restricted Properties. County remains solely

responsible for obtaining any applicable governmental permits and approvals for any activity or use undertaken on the Restricted Properties. All such activity shall comply with all applicable Federal, state, and local laws, regulations, and requirements. The parties acknowledge that Beneficiary has no legal ownership interest in the Restricted Properties. To the extent allowable by law, County will indemnify, defend and hold harmless Beneficiary from any claims, demands, and causes of action in law or equity arising out of or related to the use of the Restricted Properties by County or any third parties. This indemnity will not extend to any claim, demand or cause of action relating to any negligence on the part of Beneficiary in the performance of its obligations under this Conservation Land Master Covenant.

6.2. County, through its employees, agents and contractors, at County's expense, will conduct an inspection of the Restricted Properties at least biennially to determine if there are any violations of the Restrictions. The inspection will be completed by either examination of aerial photographs or by physical inspections with onsite photographs taken at the time of the inspections. The County will prepare and deliver copies of biennial reports ("Reports") of its inspections, which reports will describe the then current condition of the Restricted Properties inspected and note any violations of the Restrictions. Copies of the Reports will be provided to District and Beneficiary upon completion, and in no event later than October 15 of each biennial reporting year. County will maintain the Reports as County records in accordance with Arizona state law.

6.3. County shall report any violations of the terms of this Conservation Land Master Covenant to District and Beneficiary within 2 working days of County discovery and confirmation of any such violation. For purposes of this Section 6.3, the determination of what shall constitute a reportable violation of this Conservation Land Master Covenant shall be at County's reasonable discretion. However, County's determination of what is reportable pursuant to this Section 6.3 will not limit District or Beneficiary's right to enforce this Conservation Land Master Covenant as provided for in Sections 7, 8, and 9 of this Conservation Land Master Covenant.

6.4. The parties acknowledge that Beneficiary has no legal ownership interest in the Restricted Properties, and it is the parties' intent that the Beneficiary not undertake any responsibility or liability with respect to the Restricted Properties, other than liability related to Beneficiary's negligence ("Beneficiary's Negligence"), as more specifically limited below. Therefore, County agrees:

6.4.1. County (as indemnifying party) shall indemnify, defend and hold harmless, Beneficiary and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

6.4.1.1. breach or non-fulfillment of any provision of this Agreement by County, District, or County or District's personnel;

6.4.1.2. any negligent or more culpable act or omission of County, District, or County or District's personnel (including any reckless or willful misconduct) in connection with the performance of County, District, or County or District's personnel under this Agreement;

6.4.1.3. any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of County, District, or County or District's personnel (including any reckless or willful misconduct);

6.4.1.4. any failure by County, District, or County or District's personnel to comply with any applicable federal, state or local laws, regulations or codes, including any failure related to their performance under this Agreement; or

6.4.1.5. any claim by any third party asserting a failure of Beneficiary to enforce Beneficiary's rights, or perform Beneficiary's duties, under this Agreement. County's obligation to indemnify Beneficiary against third party claims related to any failure of Beneficiary perform Beneficiary's duties, under this Agreement will not preclude County from replacing Beneficiary as provided in Section 8.5. Replacement of Beneficiary will be County's sole remedy for Beneficiary's breach of its obligations under this Agreement.

6.4.2. Beneficiary must give notice to County (a "**Claim Notice**") of any claim filed which may give rise to a Losses. Indemnified Party's failure to provide a Claim Notice does not relieve County of any liability, but in no event shall County be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the claim. County's duty to defend applies immediately after receiving a Claim Notice.

6.4.3. County may select legal counsel to represent Beneficiary in any action for which County has an obligation to indemnify, defend and hold harmless Beneficiary, and County shall pay all costs, attorney fees, and Losses.

6.4.4. County shall give prompt written notice to Beneficiary of any proposed settlement of a claim that is indemnifiable under this Agreement. County may settle or compromise any claim without Beneficiary's consent, so long as Beneficiary is not responsible for paying any Losses.

7. Obligations of District

7.1. District shall review any and all reports on potential violations of the Restrictions provided by County to District as required by this Conservation Land Master Covenant, at District's expense.

7.2. If the event of any action that may constitute a violation of the terms of this Conservation Land Master Covenant, District shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this Conservation Land Master Covenant.

7.3. In the event that County desires to take action with respect to the Restricted Properties that may constitute a violation of this Conservation Land Master Covenant, County will obtain District's prior approval of such action, and District shall respond to any such request from County in a timely manner.

7.4. District and County will advise Beneficiary in writing of any non-privileged communications between County and District with regard to the matters referred to in Sections 7.2 and 7.3. District and County will also provide Beneficiary with copies of any written communications, in whatever form, between District and County with regard to the matters referred to in Sections 7.2 and 7.3.

8. Obligations of Beneficiary

8.1. Beneficiary shall review any and all reports provided by County to Beneficiary as required by this Conservation Land Master Covenant, at County's expense. County shall compensate Beneficiary for performing its actions under this Section 8.1 on a time and materials basis, pursuant to the terms of professional services contract entered into between County and Beneficiary (the "Services Agreement"). In the event (i) County and Beneficiary cannot agree upon the Services Agreement; (ii) the Services Agreement is terminated, for any reason; (ii) County fails to timely pay Beneficiary under the Services Agreement; or (iii) County materially breaches any other term of the Services Agreement, then Beneficiary will have the right to terminate its obligations under this Conservation Land Master Covenant by providing County and District ten days prior written notice.

8.2. If the event of any action that may constitute a violation of the terms of this Conservation Land Master Covenant, Beneficiary shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this Conservation Land Master Covenant. Beneficiary shall be reimbursed for any expenses incurred by Beneficiary to enforce this Master Agreement in accordance with the Services Agreement.

8.3. In the event that County desires to take action with respect to a Restricted Property that may constitute a violation of this Conservation Land Master Covenant, County will obtain Beneficiary's prior approval of such action, and Beneficiary shall respond to any such request from County in a timely manner. Beneficiary shall be compensated for any services performed in response to any such request in accordance with the Services Agreement.

8.4. In the event Beneficiary is no longer able to perform its obligations under this Conservation Land Master Covenant, or no longer desires to serve as Beneficiary, then Beneficiary shall provide not less than sixty (60) days' notice to County. Beneficiary may

designate a replacement Beneficiary subject to County's approval. In the event Beneficiary does not designate a replacement Beneficiary within 45 days' after delivery of the notice, then County will be solely responsible to designate a replacement Beneficiary. Beneficiary's resignation shall be effective sixty (60) days after the delivery of the notice by Beneficiary to County.

9. **District and Beneficiary's Right To Enforce.**

9.1. District and/or Beneficiary (for purposes of this Section 9, collectively or individually the "**Enforcing Party**") may enforce this Conservation Land Master Covenant against the County and its successors and assigns.

9.2. If the Enforcing Party has reason to believe that a violation of the Restrictions may have occurred, the Enforcing Party has the right to enter upon the Restricted Properties. The Enforcing Party must provide at least two (2) business days' notice to County prior to entering upon a Restricted Property.

9.3. The Enforcing Party shall hold County harmless from liability for any injuries to its employees or agents occurring on a Restricted Property in the course of its duties pursuant to this Conservation Land Master Covenant which are not directly or indirectly the result of acts, omissions, or the negligence of County, or County's employees, agents, successors and assigns.

9.4. If the Enforcing Party determines that there is a breach of the terms of the Restrictions, the Enforcing Party may, but is not obligated to, enforce the terms of this Conservation Land Master Covenant as provided in this Section 9. When evaluating any possible breach or enforcement action, the Enforcing Party will have the right to consult experts (e.g., biologists, engineers, etc.) to assist it in determining both whether or not there is a violation and appropriate remedial action, provided that the cost of any such experts is subject to the maximum dollar limitation in the Services Agreement. Beneficiary will be reimbursed by County for any such expenses in accordance with the Services Agreement.

9.5. Prior to any enforcement action by the Enforcing Party, the Enforcing Party must give written notice to County of such breach (the "**Notice of Breach**") and demand corrective action sufficient to cure the breach and, where the breach involves injury to a Restricted Property resulting from any activity inconsistent with the purpose of this Conservation Land Master Covenant, to restore the portion of the Restricted Property so injured.

9.6. If (i) under circumstances where an alleged breach can be cured within a 30 day period, County fails to cure an alleged breach within 30 days after receipt of the Notice of Breach, or (ii) under circumstances where an alleged breach cannot reasonably be cured within a 30 day period, County fails to begin curing such breach within the 30 day period, or County fails to continue diligently to cure such breach until finally cured, the Enforcing Party may in any such event bring an action at law or equity to enforce the

terms of this Conservation Land Master Covenant or to enjoin the breach by temporary or permanent injunction, and to recover any damages caused by the breach of the terms of this Conservation Land Master Covenant or injury to any protected uses, including damages for any loss, and to require the restoration of any Restricted Property to the condition that existed prior to the injury.

9.7. In the event any action, suit or proceeding at law or in equity is instituted with respect to this Conservation Land Master Covenant, the Enforcing Party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred if it is the prevailing party.

9.8. Nothing contained in this Conservation Land Master Covenant can be construed to entitle the Enforcing Party to bring any action against the County for any injury to or change in the Restricted Property resulting from causes beyond the County's control including unforeseeable acts of trespassers, fire, flood, storm, drought, pests, natural earth movement, vegetative disease, or resulting from any action taken by the County under emergency conditions to prevent, abate or mitigate significant injury to any Restricted Property resulting from such causes.

10. **General Provisions**

10.1. The laws and regulations of the State of Arizona govern this Conservation Land Master Covenant. Any action relating to this Conservation Land Master Covenant must be brought in a court of the State of Arizona in Pima County.

10.2. Unless the context requires otherwise, the term "including" means "including but not limited to".

10.3. Each provision of this Conservation Land Master Covenant stands alone, and any provision of this Conservation Land Master Covenant found to be prohibited by law is ineffective only to the extent of such prohibition without invalidating the remainder of this Conservation Land Master Covenant.

10.4. This instrument sets forth the entire Agreement of the County, District and Beneficiary with respect to this Conservation Land Master Covenant.

10.5. Any notice given under this Conservation Land Master Covenant must be in writing and served by delivery or by certified mail upon the other Parties as follows:

If to County: Office of Sustainability and Conservation Land
Attn: Director
Pima County Public Works
201 N Stone Ave., 6th FL
Tucson, Arizona 85701

If to District: Regional Flood Control District
Attn: Director
Pima Works Building
201 N Stone Ave., 9th FL
Tucson, Arizona 85701

If to Beneficiary: The Arizona Land and Water Trust
Attn: Diana Freshwater, President
3127 N. Cherry Ave.
Tucson, Arizona 85719

The Parties have executed this Conservation Land Master Covenant by their duly authorized representatives.

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

Chair, Board of Supervisors — Date: OCT 18 2016

ATTEST:

Robin Brigode, Clerk of Board of Supervisors — Date: OCT 18 2016

DISTRICT: The Pima County Regional Flood Control District

Chair, Board of Directors — Date: OCT 18 2016

ATTEST:

Robin Brigode, Clerk of Board of Directors — Date: OCT 18 2016

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

10/10/16

Tobin Rosen, Deputy County Attorney

BENEFICIARY: The Arizona Land and Water Trust, Inc.

Diana Freshwater, President

10/11/16

Date

EXHIBIT A

Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

Property	APN	Acres	Map ID
AJO	401010120	265.6	2
CANOA RANCH	30469046A	86.6	3
CANOA RANCH	304690450	52.3	3
CANOA RANCH	304690440	60.5	3
CANOA RANCH	304690430	33.3	3
CANOA RANCH	304690420	49.8	3
CIENEGA CORRIDOR	306010170	639.1	4
CIENEGA CORRIDOR	30601015E	454.1	4
CIENEGA CORRIDOR	30601016A	435.7	4
CIENEGA CORRIDOR	30601015E	8.7	4
CIENEGA CORRIDOR	306010570	153.0	4
COLOSSAL CAVE MOUNTAIN PARK	30601028B	125.2	5
COLOSSAL CAVE MOUNTAIN PARK	306010290	308.8	5
COLOSSAL CAVE MOUNTAIN PARK	30601001C	307.1	5
COLOSSAL CAVE MOUNTAIN PARK	30601004B	158.6	5
COLOSSAL CAVE MOUNTAIN PARK	30601001A	151.5	5
COLOSSAL CAVE MOUNTAIN PARK	30601001B	157.7	5
COLOSSAL CAVE MOUNTAIN PARK	30601031B	46.4	5
COLOSSAL CAVE MOUNTAIN PARK	30601012A	140.4	5
COLOSSAL CAVE MOUNTAIN PARK	306020050	119.0	5
COLOSSAL CAVE MOUNTAIN PARK	306020020	117.9	5
COLOSSAL CAVE MOUNTAIN PARK	30601004A	154.7	5
DIAMOND BELL RANCH	301704020	3.4	6
HONEY BEE VILLAGE ARCHAEOLOGICAL PR	219544630	12.7	7
LORDS RANCH	208370060	200.0	8
LORDS RANCH	20837012A	40.2	8
LORDS RANCH	20837008B	39.8	8
LORDS RANCH	208370050	120.0	8
LORDS RANCH	208370130	39.3	8
LORDS RANCH	208370090	38.8	8
LORDS RANCH	208370100	38.5	8
LORDS RANCH	20837008A	6.3	8
LORDS RANCH	208370180	38.9	8
LORDS RANCH	208370170	19.2	8
LORDS RANCH	208370160	19.7	8
LORDS RANCH	208370140	19.6	8
LORDS RANCH	208370150	18.5	8
LOS MORTEROS	22603038E	11.4	9
LOS MORTEROS	22605014A	0.7	9
LOS MORTEROS	22605013A	0.5	9
LOS MORTEROS	22605011A	0.5	9
LOS MORTEROS	22605012A	0.6	9

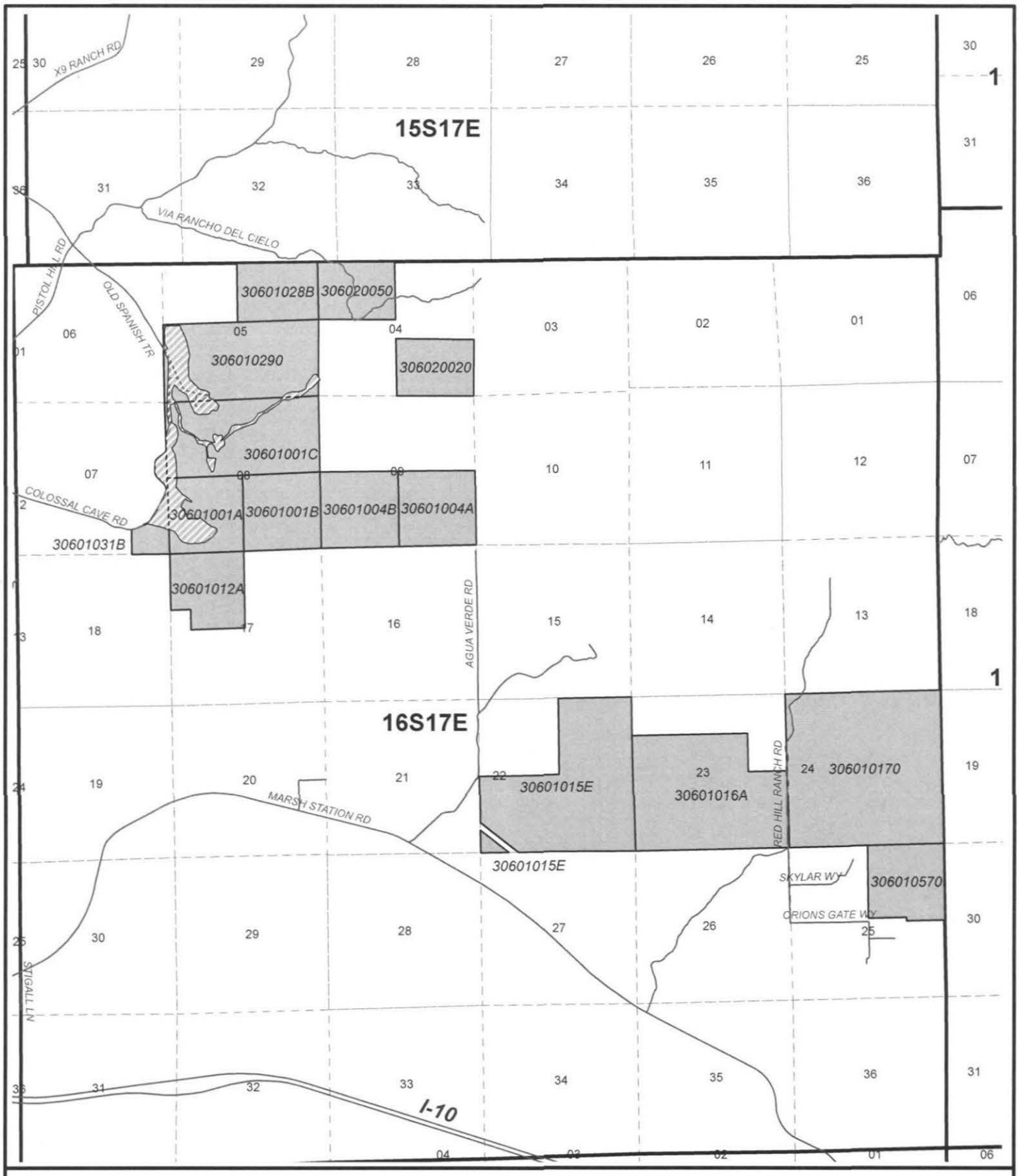
Property	APN	Acres	Map ID
LOS MORTEROS	22605015A	0.7	9
LOS MORTEROS	22605010A	0.5	9
LOS MORTEROS	22605009A	0.5	9
LOS MORTEROS	22605058A	0.9	9
LOS MORTEROS	22605016A	0.7	9
LOS MORTEROS	22605059A	0.6	9
LOS MORTEROS	22605060A	0.4	9
LOS MORTEROS	22605017A	0.5	9
LOS MORTEROS	22605057A	0.4	9
LOS MORTEROS	226050740	0.4	9
LOS MORTEROS	226050750	0.4	9
LOS MORTEROS	226050760	0.4	9
LOS MORTEROS	226050770	0.4	9
LOS MORTEROS	226050780	0.4	9
LOS MORTEROS	226050400	0.4	9
LOS MORTEROS	226050390	0.4	9
LOS MORTEROS	226050380	0.4	9
LOS MORTEROS	22605152B	0.4	9
LOS MORTEROS	22605152A	0.4	9
LOS MORTEROS	22605152C	0.4	9
OLD HAYHOOK RANCH	30124002A	162.4	11
OLD HAYHOOK RANCH	30124004A	505.3	11
OLD HAYHOOK RANCH	30124003A	170.8	11
TORTOLITA MOUNTAIN PARK	219010020	644.3	12
TORTOLITA MOUNTAIN PARK	219030030	118.0	12
TORTOLITA MOUNTAIN PARK	219070030	20.0	12
TORTOLITA MOUNTAIN PARK	219070020	29.9	12
TORTOLITA MOUNTAIN PARK	219070010	30.1	12
TORTOLITA MOUNTAIN PARK	218010010	629.4	12
TORTOLITA MOUNTAIN PARK	219030070	526.6	12
TORTOLITA MOUNTAIN PARK	21901001A	488.2	12
TORTOLITA MOUNTAIN PARK	21901008F	481.4	12
TORTOLITA MOUNTAIN PARK	21901008E	160.8	12
TREEHOUSE	223010030	6.3	13
TUCSON MOUNTAIN PARK	21101001H	10.8	14
TUCSON MOUNTAIN PARK	21101001D	308.8	14
TUCSON MOUNTAIN PARK	21101001E	140.5	14
TUCSON MOUNTAIN PARK	21101001G	90.5	14
TUCSON MOUNTAIN PARK	21101001F	46.7	14
TUCSON MOUNTAIN PARK	214140250	20.7	14
TUCSON MOUNTAIN PARK	214140310	18.4	14
TUCSON MOUNTAIN PARK	212090070	15.1	14
TUCSON MOUNTAIN PARK	212080080	336.5	14
TUCSON MOUNTAIN PARK	21209003A	453.8	14
TUCSON MOUNTAIN PARK	21209011A	171.1	14
TUCSON MOUNTAIN PARK	21209009A	159.6	14

Property	APN	Acres	Map ID
TUCSON MOUNTAIN PARK	212090050	16.1	14
TUCSON MOUNTAIN PARK	212090060	16.1	14
TUCSON MOUNTAIN PARK	212090080	29.6	14
TUCSON MOUNTAIN PARK	21209009A	12.8	14
TUCSON MOUNTAIN PARK	212090080	10.2	14
TUCSON MOUNTAIN PARK	21209009B	163.8	14
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TUCSON MOUNTAIN PARK	21209009B	21.6	14
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TUCSON MOUNTAIN PARK	212090100	28.7	14
TUCSON MOUNTAIN PARK	212090070	0.1	14
TUCSON MOUNTAIN PARK	212090070	0.8	14
TUCSON MOUNTAIN PARK	21209016F	1,086.6	14
TUCSON MOUNTAIN PARK	21209013B	36.2	14
TUCSON MOUNTAIN PARK	21209016F	43.8	14
TUCSON MOUNTAIN PARK	21209016D	79.4	14
TUCSON MOUNTAIN PARK	212090150	64.9	14
TUCSON MOUNTAIN PARK	212090140	10.0	14
TUCSON MOUNTAIN PARK	21209016D	67.8	14
TUCSON MOUNTAIN PARK	212090120	6.0	14
TUCSON MOUNTAIN PARK	212090120	7.2	14
TUCSON MOUNTAIN PARK	21209013A	35.5	14
TUCSON MOUNTAIN PARK	21209013B	1.9	14
TUCSON MOUNTAIN PARK	21209016D	4.2	14
TUCSON MOUNTAIN PARK	212090150	3.6	14
TUCSON MOUNTAIN PARK	21209016F	73.3	14
TUCSON MOUNTAIN PARK	21209016E	29.3	14
TUCSON MOUNTAIN PARK	21209016E	8.9	14
TUCSON MOUNTAIN PARK	21209016F	15.0	14
TUCSON MOUNTAIN PARK	21209016F	1.5	14
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TUCSON MOUNTAIN PARK	21209018A	991.5	14
TUCSON MOUNTAIN PARK	212090230	640.8	14
TUCSON MOUNTAIN PARK	212090210	639.5	14
TUCSON MOUNTAIN PARK	212090220	13.6	14
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TUCSON MOUNTAIN PARK	21209018B	443.6	14
TUCSON MOUNTAIN PARK	212090240	36.0	14
TUCSON MOUNTAIN PARK	21209018B	191.8	14
TUCSON MOUNTAIN PARK	212090240	49.0	14
TUCSON MOUNTAIN PARK	212090240	0.1	14
TUCSON MOUNTAIN PARK	212090240	392.0	14
TUCSON MOUNTAIN PARK	212090170	597.7	14
TUCSON MOUNTAIN PARK	212090190	321.9	14
TUCSON MOUNTAIN PARK	212090270	120.0	14

Property	APN	Acres	Map ID
TUCSON MOUNTAIN PARK	212090260	39.4	14
TUCSON MOUNTAIN PARK	212090250	224.7	14
TUCSON MOUNTAIN PARK	212090280	153.4	14
TUCSON MOUNTAIN PARK	212090250	91.0	14
TUCSON MOUNTAIN PARK	212090280	5.7	14
TUCSON MOUNTAIN PARK	21453007B	13.2	14
TUCSON MOUNTAIN PARK	21206073P	19.1	14
TUCSON MOUNTAIN PARK	21206073D	5.8	14
TUCSON MOUNTAIN PARK	21206073Q	18.2	14
TUCSON MOUNTAIN PARK	21206074B	1.2	14
TUCSON MOUNTAIN PARK	21206073R	20.3	14
TUCSON MOUNTAIN PARK	212060980	39.2	14
TUCSON MOUNTAIN PARK	21201001C	213.7	14
TUCSON MOUNTAIN PARK	21204003F	39.4	14
TUCSON MOUNTAIN PARK	21209016B	137.5	14
TUCSON MOUNTAIN PARK	21209016B	21.2	14
TUCSON MOUNTAIN PARK	212090170	36.8	14
TUCSON MOUNTAIN PARK	212100010	84.1	14
TUCSON MOUNTAIN PARK	212110210	3.9	14
TUCSON MOUNTAIN PARK	212100110	201.9	14
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TUCSON MOUNTAIN PARK	11628001D	161.0	14
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TUCSON MOUNTAIN PARK	116280030	38.7	14
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TUCSON MOUNTAIN PARK	21215013A	290.0	14
TUCSON MOUNTAIN PARK	212140040	323.9	14
TUCSON MOUNTAIN PARK	212140030	78.1	14
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TUCSON MOUNTAIN PARK	212160310	149.8	14
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TUCSON MOUNTAIN PARK	21216032B	8.9	14
TUCSON MOUNTAIN PARK	21219001A	200.7	14
TUCSON MOUNTAIN PARK	21219001C	5.0	14
TUCSON MOUNTAIN PARK	21219001D	15.3	14
TUCSON MOUNTAIN PARK	212190020	20.1	14
TUCSON MOUNTAIN PARK	212190030	78.8	14
TUCSON MOUNTAIN PARK	21219007A	119.9	14
TUCSON MOUNTAIN PARK	212190060	80.7	14

Property	APN	Acres	Map ID
TUCSON MOUNTAIN PARK	21219007B	35.6	14
TUCSON MOUNTAIN PARK	21219009B	40.7	14
TUCSON MOUNTAIN PARK	21219009A	10.4	14
TUCSON MOUNTAIN PARK	212190050	5.2	14
TUCSON MOUNTAIN PARK	118010090	273.2	14
TUCSON MOUNTAIN PARK	212200010	76.7	14
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TUCSON MOUNTAIN PARK	212200040	77.5	14
TUCSON MOUNTAIN PARK	212190080	1.4	14
TUCSON MOUNTAIN PARK	21219009A	6.7	14
TUCSON MOUNTAIN PARK	212190050	2.3	14
TUCSON MOUNTAIN PARK	21101001J	35.9	14
TUCSON MOUNTAIN PARK	21452040D	19.9	14
TUCSON MOUNTAIN PARK	21453007A	26.1	14
TUCSON MOUNTAIN PARK	21453017A	14.1	14
TUCSON MOUNTAIN PARK	21206073J	37.6	14
TUCSON MOUNTAIN PARK	21206073N	19.5	14
TUCSON MOUNTAIN PARK	21206074D	8.8	14
TUCSON MOUNTAIN PARK	212140020	196.3	14
TUCSON MOUNTAIN PARK	212140010	42.1	14
TUCSON MOUNTAIN PARK	119310240	317.8	14
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TUCSON MOUNTAIN PARK	211210010	596.2	14
TUCSON MOUNTAIN PARK	212100100	3.6	14
TUCSON MOUNTAIN PARK	212100060	3.7	14
TUCSON MOUNTAIN PARK	21211026A	76.8	14
TUCSON MOUNTAIN PARK	212100050	3.9	14
TUCSON MOUNTAIN PARK	212100090	3.7	14
TUCSON MOUNTAIN PARK	21206073C	3.7	14
TUCSON MOUNTAIN PARK	212090040	16.3	14
TUCSON MOUNTAIN PARK	214520410	39.5	14
TUCSON MOUNTAIN PARK	21452040B	40.0	14
TUCSON MOUNTAIN PARK	21215013A	29.5	14
TUCSON MOUNTAIN PARK	211220110	648.5	14
TUCSON MOUNTAIN PARK	21210004B	3.4	14
TUCSON MOUNTAIN PARK	21210004C	3.4	14
TUCSON MOUNTAIN PARK	21208007D	335.3	14
TUCSON MOUNTAIN PARK	21204003K	254.4	14
TUCSON MOUNTAIN PARK	214140260	14.5	14
TUCSON MOUNTAIN PARK	21209013A	518.0	14
TUCSON MOUNTAIN PARK	212110510	5.0	14
TUCSON MOUNTAIN PARK	211020010	312.7	14
TUCSON MOUNTAIN PARK	211210020	48.4	14
TUCSON MOUNTAIN PARK	21210002B	84.7	14
TUCSON MOUNTAIN PARK	212100080	3.9	14
TUCSON MOUNTAIN PARK	21210004D	3.6	14

Property	APN	Acres	Map ID
TUCSON MOUNTAIN PARK	11608010F	19.6	14
TUCSON MOUNTAIN PARK	11608010E	80.2	14
TUCSON MOUNTAIN PARK	116080120	40.0	14
TUCSON MOUNTAIN PARK	21209016C	321.4	14
TUCSON MOUNTAIN PARK	118010100	160.0	14
TUCSON MOUNTAIN PARK	11932022B	478.0	14
TUCSON MOUNTAIN PARK	211030020	18.7	14
		26,609.4	



Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

N

0 2,000 ft

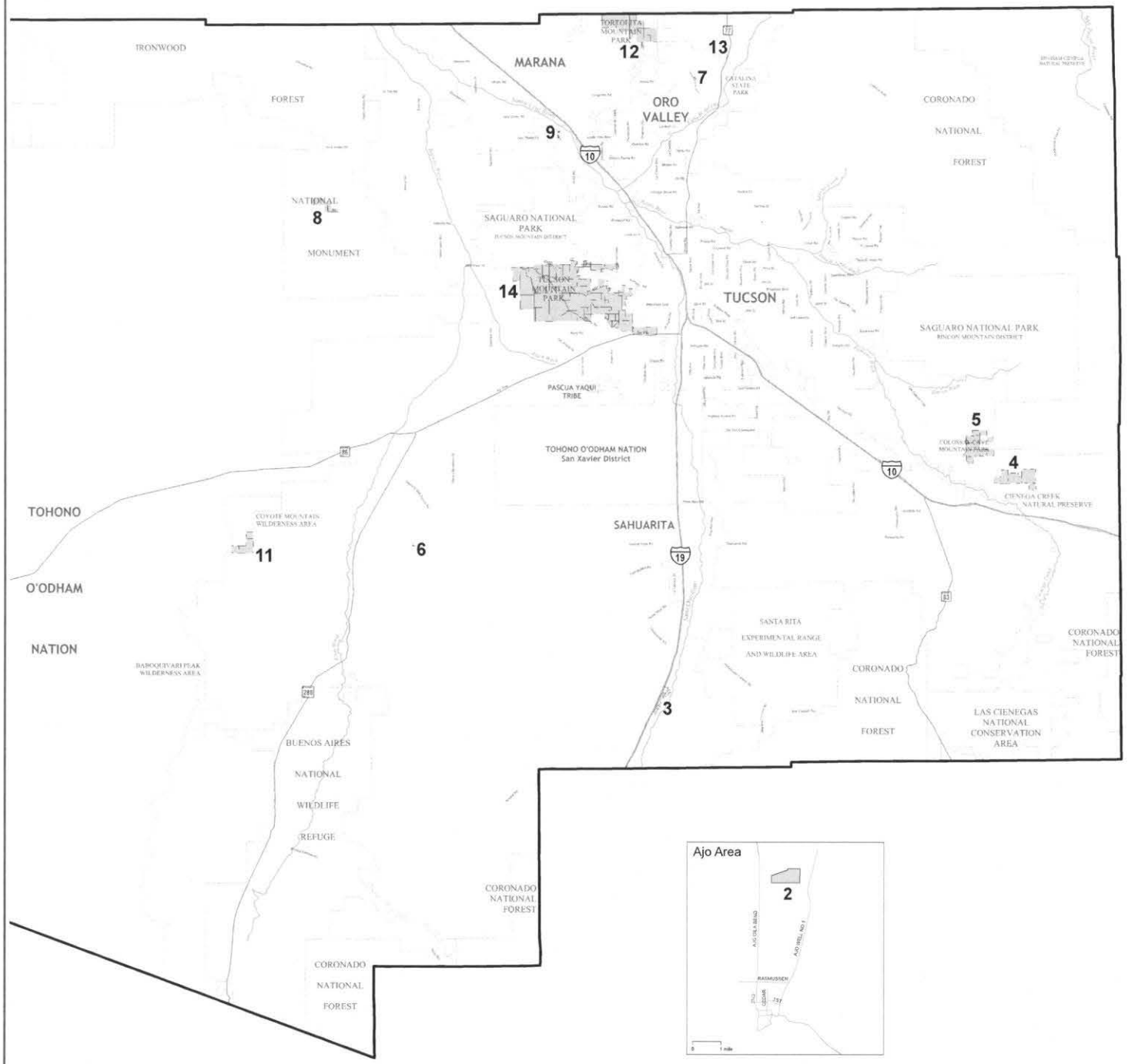
Cienega Corridor (4)
Colossal Cave Mountain Park (5)

No leased property is encumbered.
Leased property is shown as white hatch.

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EXHIBIT B

Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

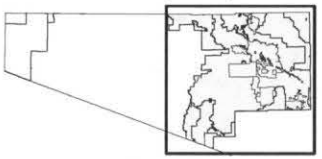


Subject Parcels (26,609 acres)

See **Exhibit A** for key to property IDs.

See **Exhibit C** for parcel detail maps.

Pima County Index Map



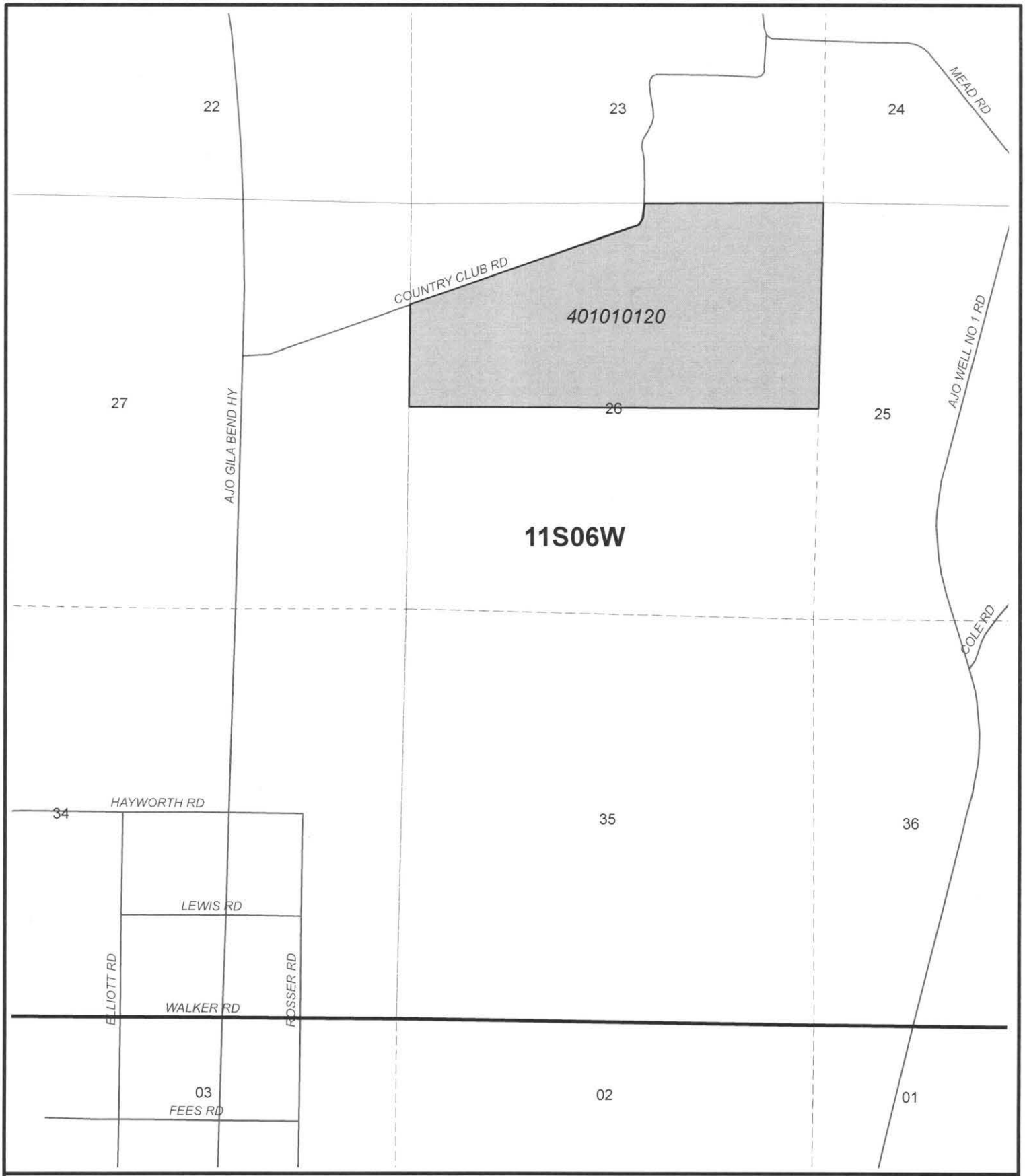
Index Map Scale 1:1,500,000 for Arch E Print

The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. Pima County Information Technology Department Geographic Information Systems makes no claims regarding the accuracy of the information depicted herein. This product is subject to the GIS Division Disclaimer and Use Restrictions.

PIMA COUNTY
GEOGRAPHIC INFORMATION SYSTEMS

Pima County Information Technology Dept.
201 North Stone Avenue - 9th Floor
Tucson, Arizona 85701-1207
(520)740-6675 • FAX (520)784-3429

10/10/2016



Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

N

0 1,000 ft

Ajo (2)

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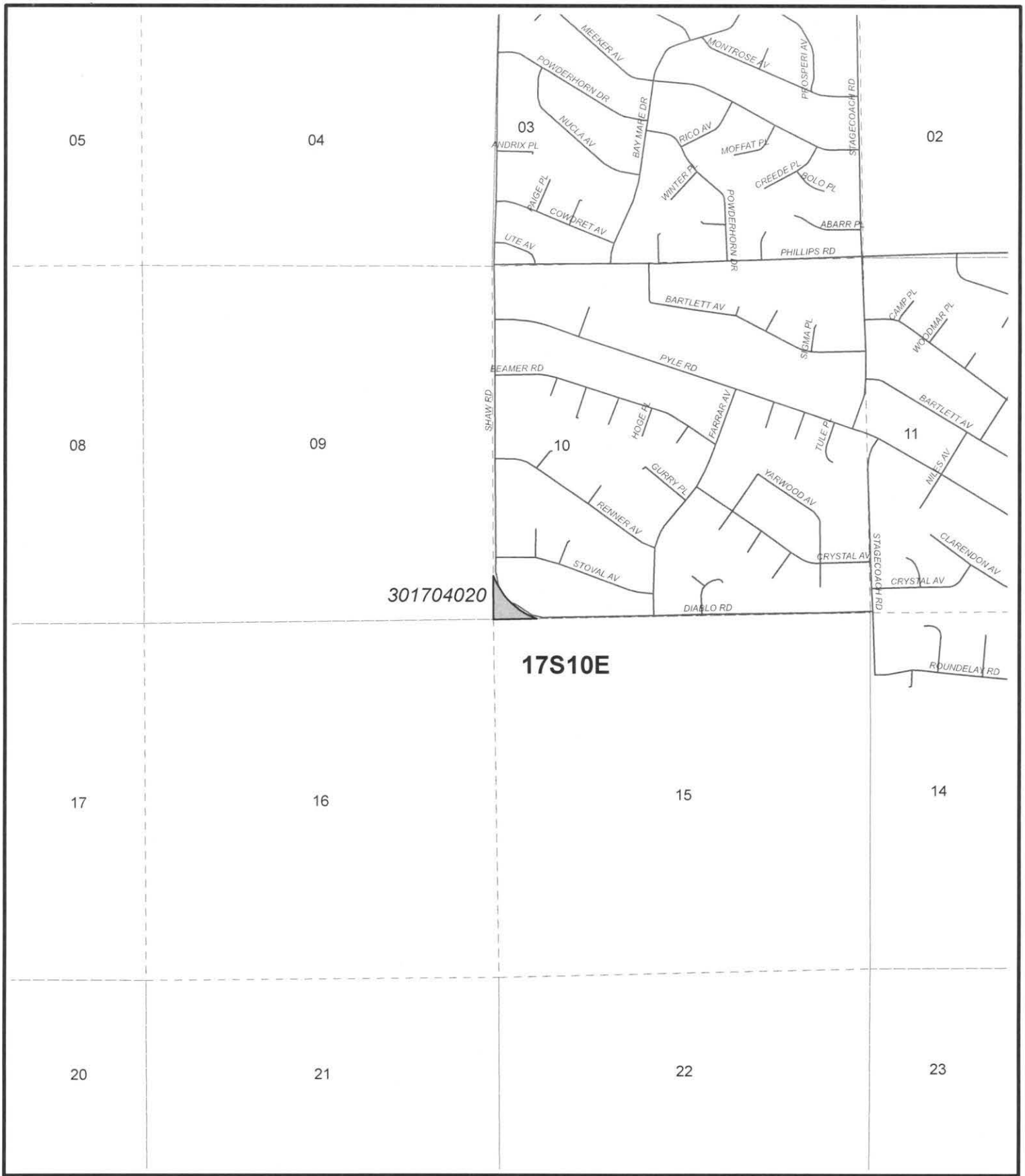
Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

0 1,000 ft

Canoa Ranch (3)

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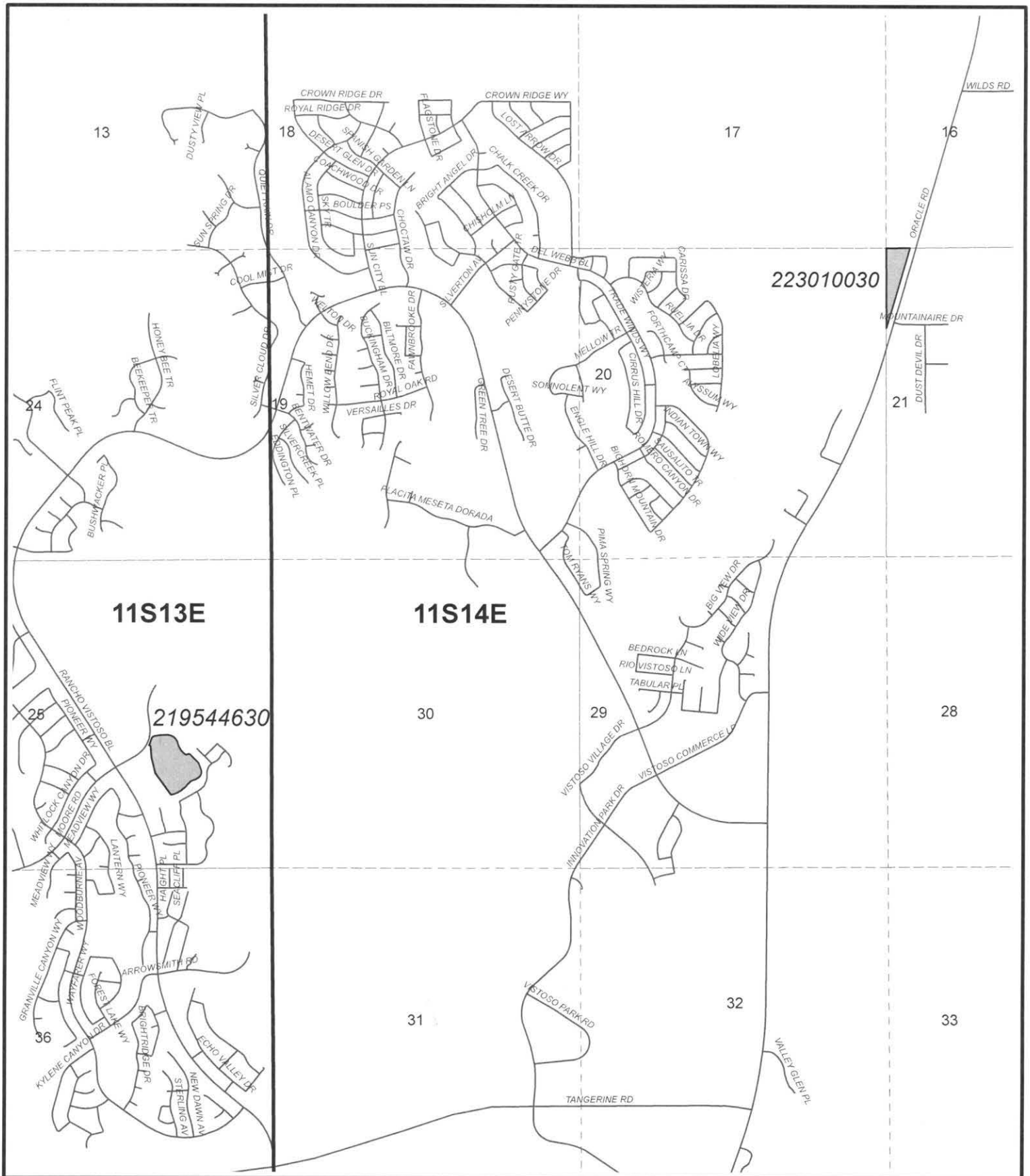
Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

0 1,000 ft

Daimond Bell Ranch (6)

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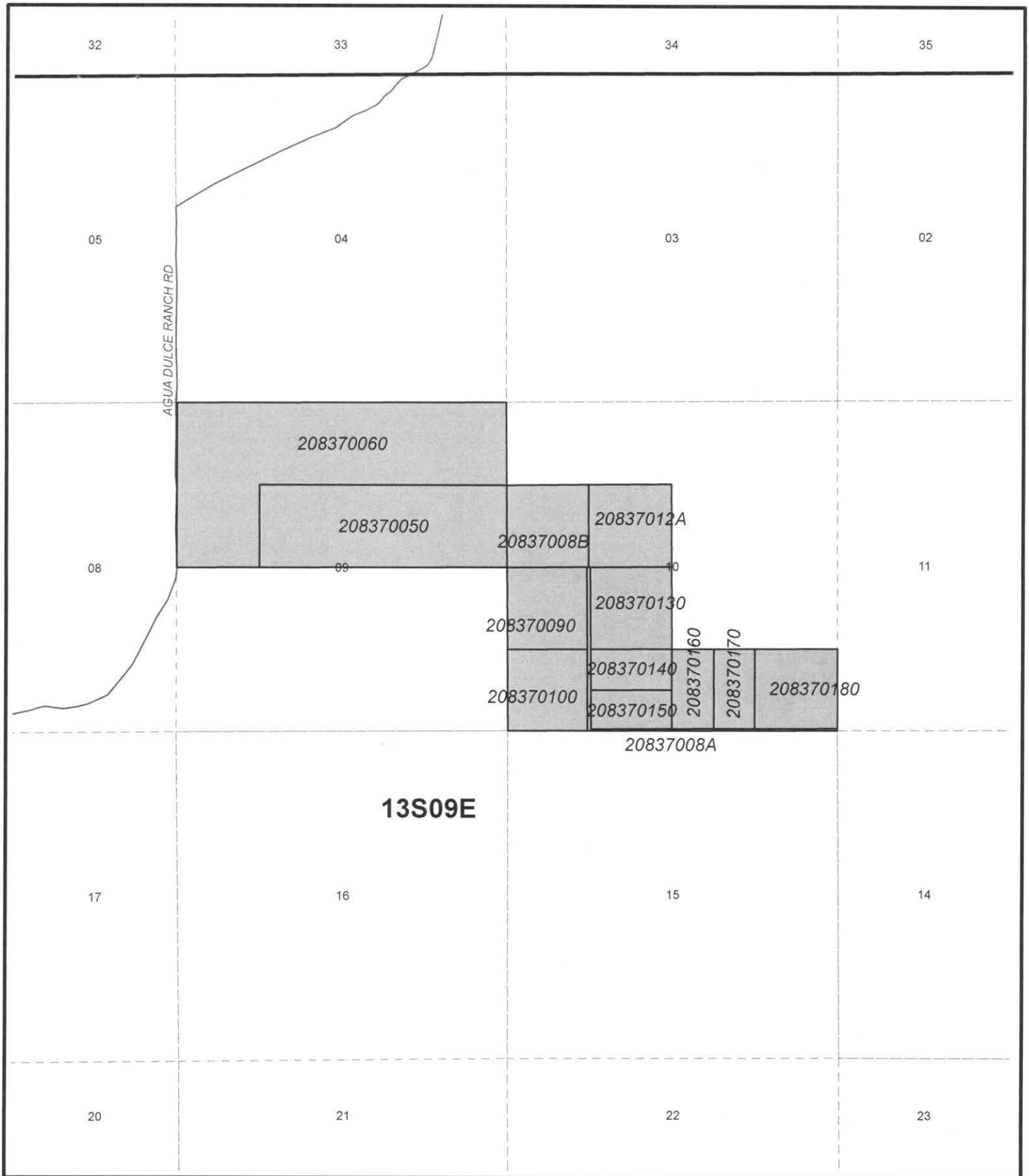


Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

Honey Bee Village (7)
Treehouse (13)

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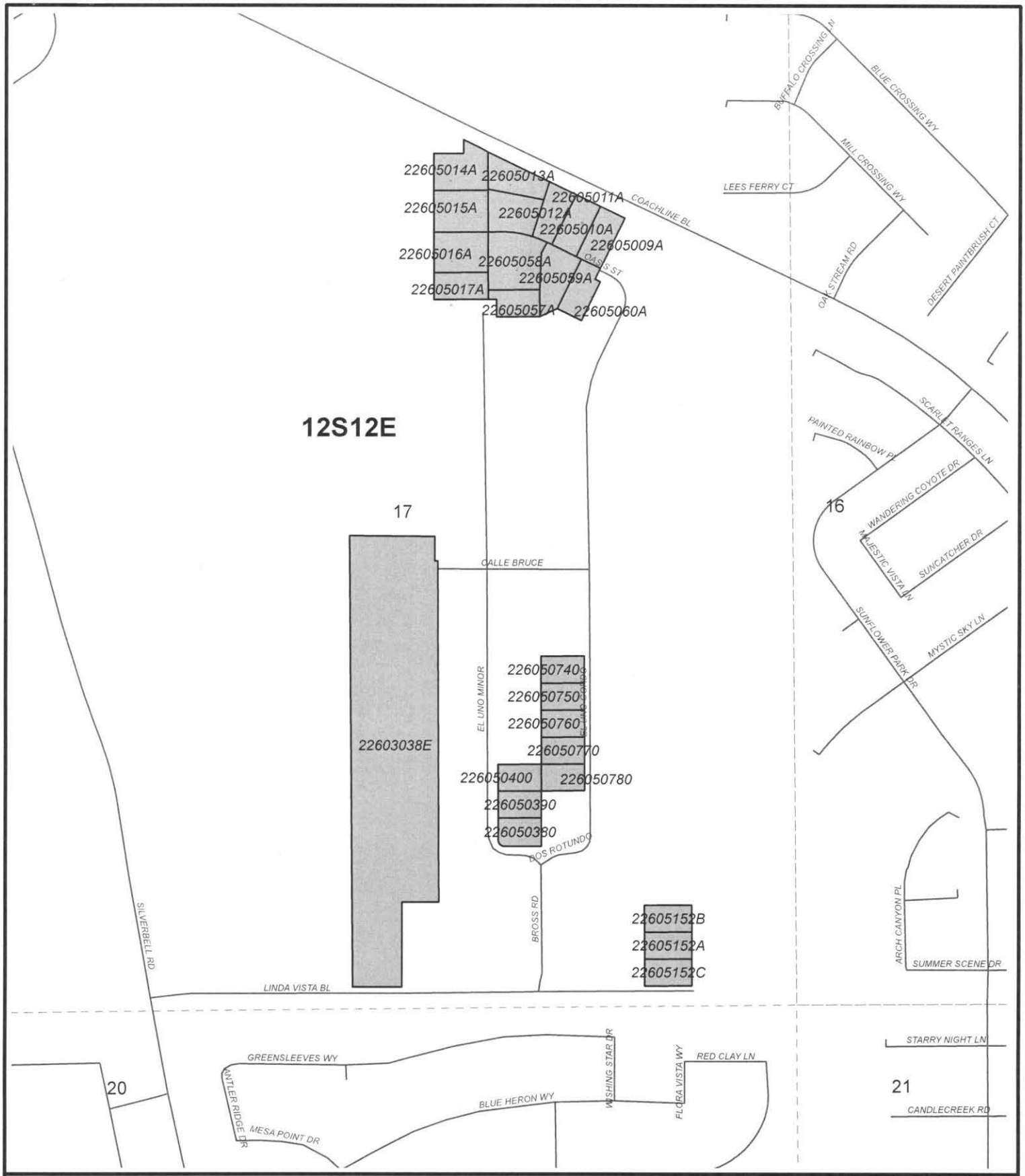
Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

0 1,000 ft

Lords Ranch (8)

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Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

N

0 250 ft

Los Morteros (9)

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Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

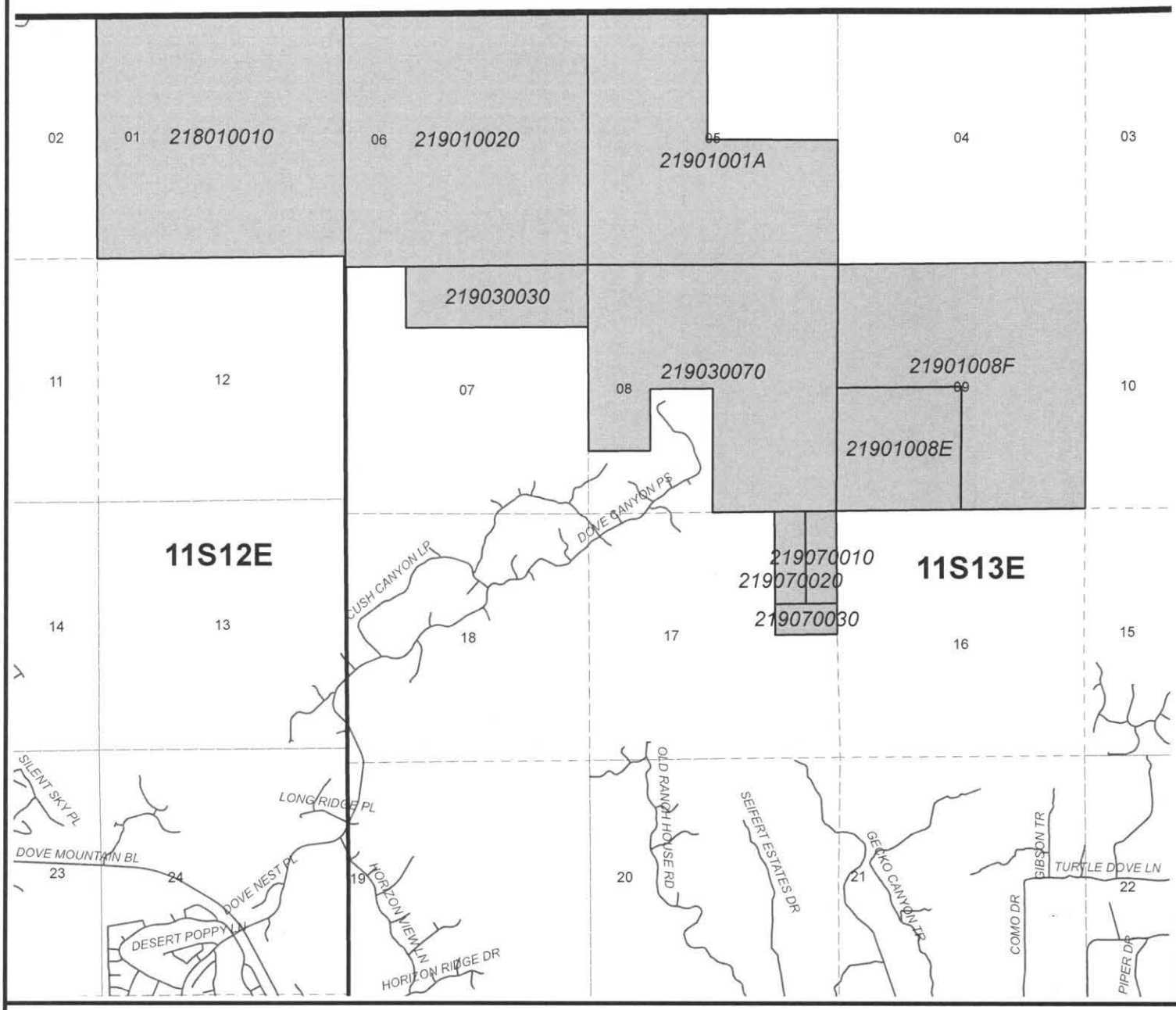
EXHIBIT C

0 1,000 ft

Old Hayhook Ranch (11)

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Pinal Co.



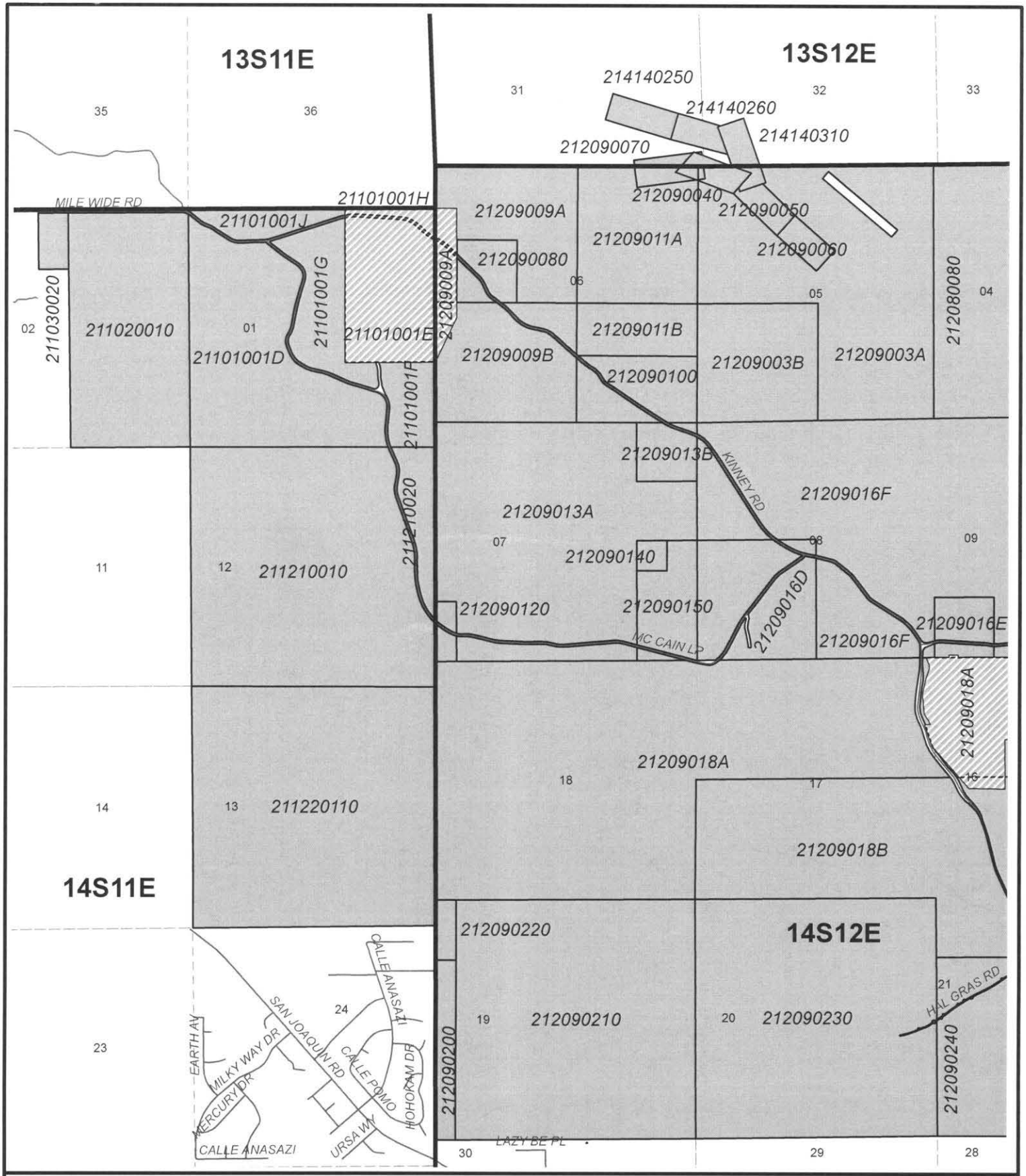
Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

0 2,000 ft

Tortolita Mountain Park (12)

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Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

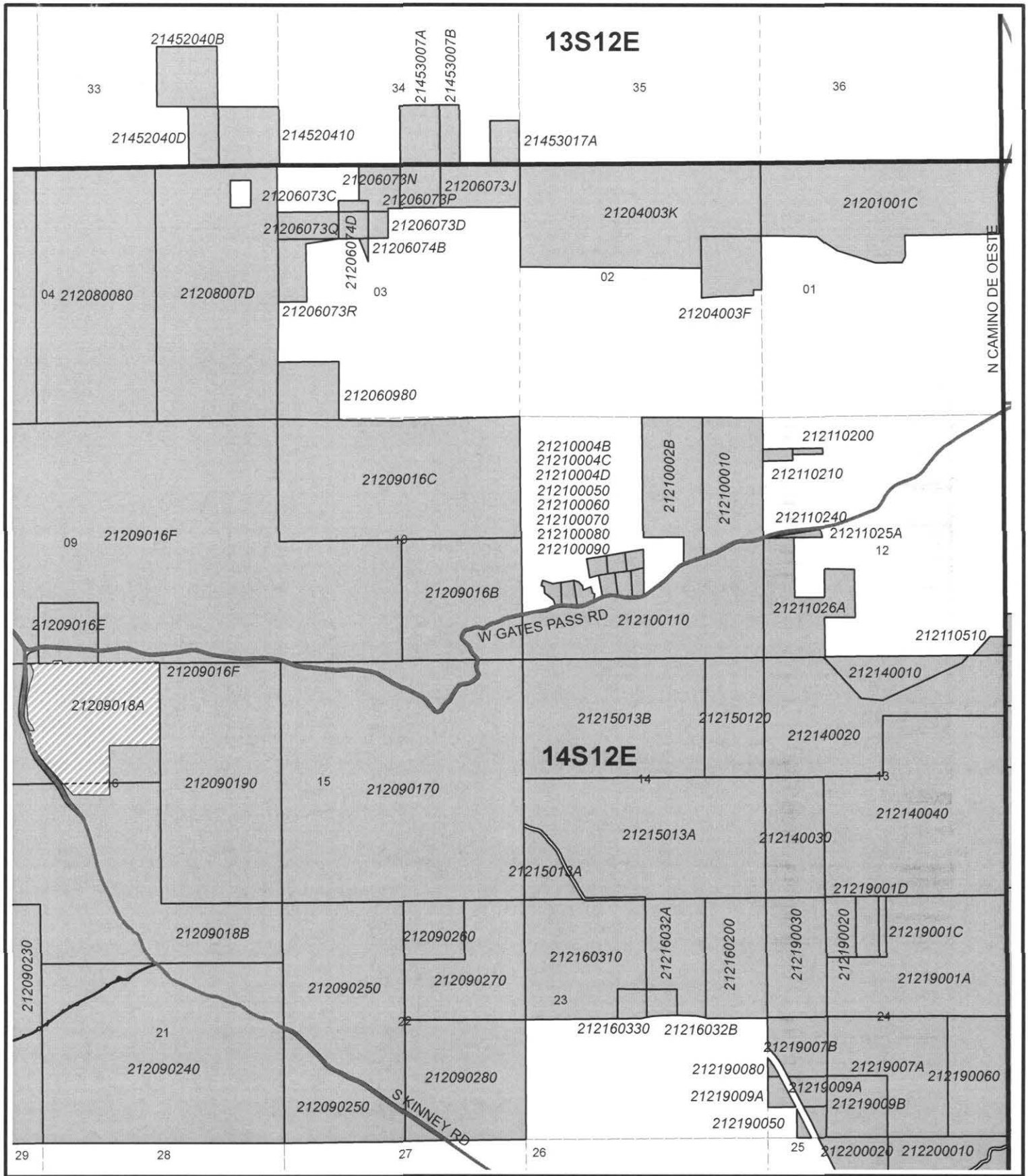
N

0 1,500 ft

Tucson Mountain Park (14)

No leased property is encumbered.
Leased property is shown as white hatch.

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Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

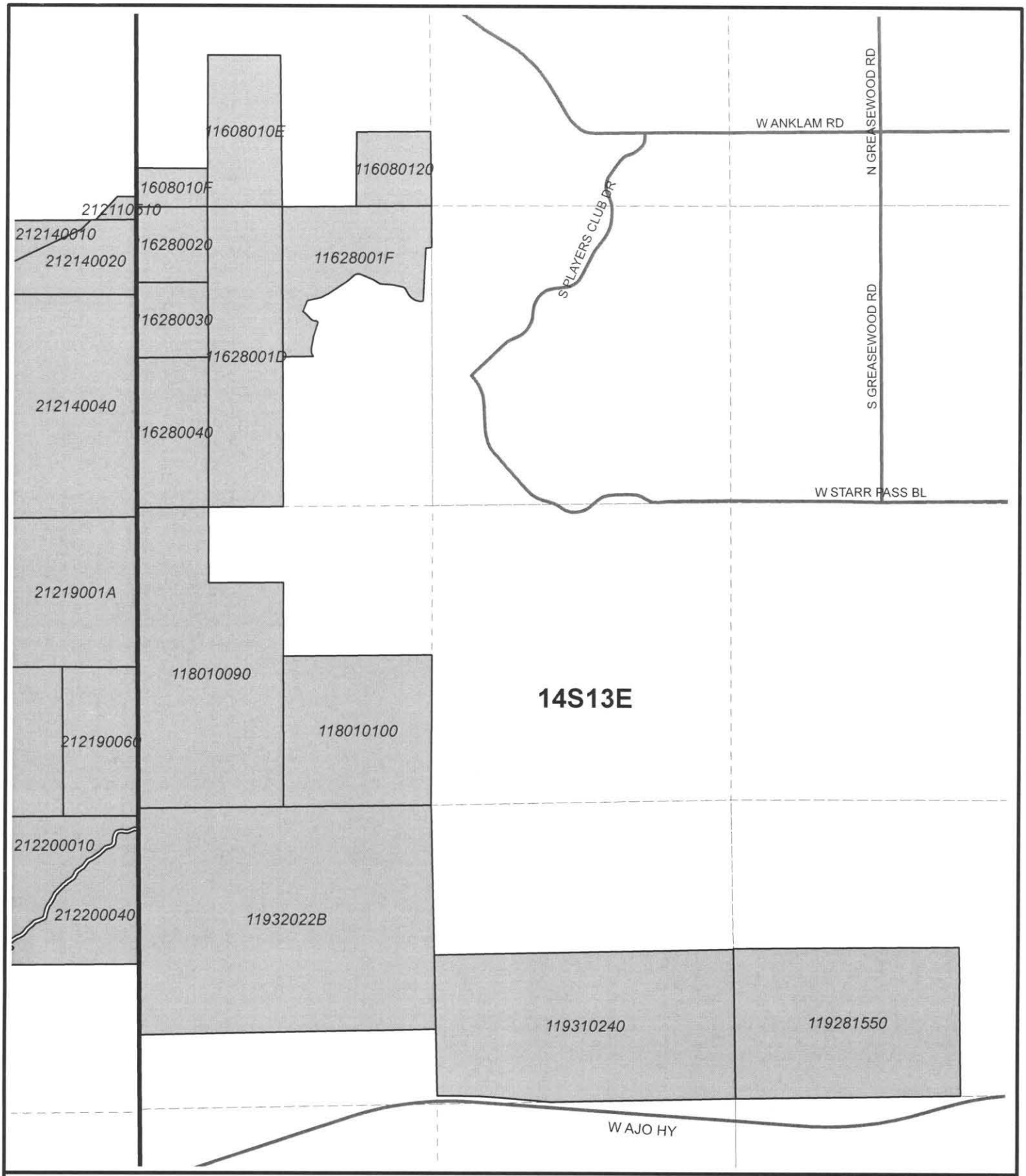
EXHIBIT C

0 1,500 ft

Tucson Mountain Park (14)

No leased property is encumbered.
Leased property is shown as white hatch.

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Conservation Land Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

EXHIBIT C

N

0 1,000 ft

Tucson Mountain Park (14)

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Appendix L. Master Restrictive Covenant for Pima County MSCP Mitigation Land

Master Restrictive Covenant for

Pima County MSCP Mitigation Land

This Master Restrictive Covenant ("**MSCP Master Covenant**") is entered into by Pima County, a political subdivision of the State of Arizona ("**County**"), the Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona ("**District**"), and the Arizona Land and Water Trust, Inc., an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary being collectively the "**Parties**").

1. Background and Purpose

1.1. The United States Fish and Wildlife Service issued permit #TE84356A to County (the "**Permit**") for the incidental take of threatened and endangered species caused by specific, lawful activities within Pima County. To direct the mitigation of these incidental takes and ensure compliance with the permit, the County has established its Multi-Species Conservation Plan ("**MSCP**"). The objectives of the MSCP (the "**Objectives**") include managing mitigation lands to prioritize conservation of Covered Species and their habitats, prevent landscape fragmentation, and support species establishment or recovery.

1.2. The County owns the real property listed in Exhibit A (the "**Restricted Property**" or "**Restricted Properties**"). A map identifying the Restricted Property is attached hereto as Exhibit B. Individual maps of each of the Restricted Properties are attached hereto as Exhibit C. The Restricted Property contains significant undisturbed natural open space that the County wishes to preserve and protect for the mitigation of incidental take covered by the County's incidental take permit.

1.3. The Parties intend this MSCP Master Covenant to prohibit uses of the Restricted Properties that would impair or interfere with the mitigation efforts of the County, except for any pre-existing uses as shown on imagery by Pictometry or Pima Association of Governments dated 2015 or 2016, whichever is more recent (the "**Pre-existing Uses**").

1.4. The Parties intend that this MSCP Master Covenant assure that the Restricted Properties will be forever preserved as natural open space for the conservation of natural habitat for wildlife, the protection of rare and unique native plants and animals and the scenic enjoyment of the general public.

2. Recording of Site Specific Restrictive Covenants

2.1. The Parties intend that a site specific agreement ("**Site Specific Agreement**") be recorded for each individual property listed on Exhibit A and depicted on Exhibits B and C. The Site Specific Agreement shall be in the form of Exhibit D attached hereto. The Parties intend that each Site Specific Agreement incorporate all of the terms and conditions contained in this MSCP Master Covenant. Each Site Specific Agreement will contain the legal description of the referenced property, and recordation of a Site

Specific Agreement will subject the real property described therein to the terms of this MSCP Master Covenant and cause such property to be a Restricted Property.

2.2. County hereby delegates to the County Administrator or his designee the authority to sign each of the Site Specific Agreements on behalf of County. District hereby delegates to the General Manager of the District or his designee the Authority to sign each of the Site Specific Agreements on behalf of District.

3. **Nature of MSCP Master Covenant**

3.1. This MSCP Master Covenant runs with each Restricted Property and binds the County and its successors and assigns.

3.2. This MSCP Master Covenant remains in perpetuity with respect to each Restricted Property, unless released by written consent of County, District, and Beneficiary, with the written concurrence of the U. S. Fish & Wildlife Service. Any release will specify if it relates to a specific Restricted Property or to this Master Agreement and, therefore, all the Restricted Properties.

3.3. The uses of the Restricted Properties prohibited by this MSCP Master Covenant remain in effect notwithstanding any future annexation of all, or any portion, of a specific Restricted Property by a municipality.

3.4. This MSCP Master Covenant may not be amended or modified except upon written agreement of County, District, and Beneficiary, and written concurrence from the U.S. Fish and Wildlife Service.

3.5. This MSCP Master Covenant may be enforced by District or Beneficiary as provided in Section 9 below.

4. **The Restrictions**. Except as provided in Section 5 of this MSCP Master Covenant, the following uses of the Restricted Properties are prohibited (collectively the "**Restrictions**"):

4.1. Development of the Restricted Properties, including subdividing or lot splitting of a Restricted Property;

4.2. Construction or placement of new or additional buildings or structures on a Restricted Property, unless the construction supports the purposes for which the Restricted Property was originally intended including any adopted master plan, and does not degrade the Restricted Property's values as expressed in the purpose statement;

4.3. Alteration of the ground surface or natural vegetation, except as may be needed for ranch, range improvement, or trail-based recreational uses, and only if such alterations are consistent with other provisions of the Multi-species Conservation Plan;

4.4. Impoundment, diversion or alteration of any natural watercourse unless for watershed enhancement to improve species habitat or to maintain a Restricted Property's mitigation values;

4.5. Development of, or the granting of, access, rights-of -way or easements for new roads or new utilities, including telecommunications facilities, except where County has no discretion to prohibit the activity;

4.6. Filling, excavation, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Restricted Property, except where County has no discretion to prohibit the activity;

4.7. Storage, accumulation or disposal of hazardous materials, trash, garbage, solid waste or other unsightly material on the Restricted Property;

4.8. Introduction of non-native fish or amphibians or other non-native animals to or from catchments, tanks, springs or creeks. Other non-native species that might adversely affect the mitigation of permitted activities are also prohibited except for the purposes of supporting existing ranching operations, if any, and limited to those areas identified that have historically been devoted to the growing of such species, as shown on 2015 or 2016 aerial photographs;

4.9. Storage and use of biocides and chemical fertilizers except for residential and agricultural purposes. Aerial application of biocide or other chemicals is prohibited except where County and District concur that it is an appropriate and necessary management technique to promote the recovery and re-establishment of native species, to reduce threats to ecosystem structure and function, or to protect public health, safety and welfare;

4.10. Pumping of water from existing diversions for purposes other than on-site residential, wildlife, recreational, habitat enhancement and agricultural uses associated with livestock grazing on the Restricted Property. Increases in the pumped amounts of surface or subsurface water as allowed by the Arizona Department of Water Resources are not permitted without joint approval from the County and District and concurrence from the U.S. Fish and Wildlife Service;

4.11. Installation of underground storage tanks for petroleum or other polluting substances, except for already existing or permitted septic tanks;

4.12. Confinement of livestock where animals are permanently located in enclosures and the majority of their feed supplied from outside sources. This includes feeder cattle, dairy, pig, poultry and exotic animal farm operations;

4.13. Commercial enterprises inconsistent with the Objectives, excluding farming and ranching. The County and District may jointly approve commercial enterprises, other

than farming or ranching, that provide for ecotourism or wildlife-related recreation provided that it is consistent with the Objectives and does not degrade the Restricted Property's mitigation value;

4.14. Residential use for mobile homes, travel trailers, tent trailers, self-propelled recreational vehicles and like structures or vehicles, except temporary use as permitted by County Park Rules or reasonable use as needed to support the protection or enhancement of the Restricted Property's mitigation value;

4.15. Paving of roads using asphalt or concrete except where required by County ordinance;

4.16. Any modification of the topography of the Restricted Property through the placement of soil, dredging spoils, or other material, except for those uses permitted under this document, or to reduce soil erosion or to protect public health, safety and welfare;

4.17. Severance of water rights appurtenant to the Restricted Property including the transfer, encumbrance, lease and sale of water rights;

4.18. Off-road vehicular travel except to facilitate permitted activities on the Restricted Property; and

4.19. Removal of natural, mineral, or cultural resources that is not authorized by County.

5. **Exceptions to Restrictions.** Notwithstanding any other provision of this MSCP Master Covenant, the following uses of the Restricted Properties are not prohibited:

5.1. Any use of the Restricted Property which the County Board of Supervisors in its reasonable discretion determines is necessary to retain, restore, or enhance the mitigation of incidental take covered by the Permit;

5.2. Any Pre-existing Use of the Restricted Property;

5.3. Any use of the Restricted Property expressly permitted by a contract in effect between the County and a third party as of the date this MSCP Master Covenant is recorded; and

5.4. Any use of the Restricted Property which the County Board of Supervisors determines, based on clear and convincing evidence presented to said Board, is necessary to protect the public health, safety or welfare.

6. Obligations of County

6.1. County, through its employees, agents and contractors, retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Restricted Properties. County remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use undertaken on the Restricted Properties. All such activity shall comply with all applicable Federal, state, and local laws, regulations, and requirements.

6.2. County, through its employees, agents and contractors, at County's expense, will conduct an inspection of the Restricted Properties at least biennially to determine if there are any violations of the Restrictions. The inspection will be completed by either examination of aerial photographs or by physical inspections with onsite photographs taken at the time of the inspections. The County will prepare and deliver copies of biennial reports ("Reports") of its inspections, which reports will describe the then current condition of the Restricted Properties inspected and note any violations of the Restrictions. Copies of the Reports will be provided to District and Beneficiary upon completion, and in no event later than October 15 of each biennial reporting year. County will maintain the Reports as County records in accordance with Arizona state law.

6.3. County shall report any violations of the terms of this MSCP Master Covenant to District and Beneficiary within 2 working days of County discovery and confirmation of any such violation. For purposes of this Section 6.3, the determination of what shall constitute a reportable violation of this MSCP Master Covenant shall be at County's reasonable discretion. However, County's determination of what is reportable pursuant to this Section 6.3 will not limit District or Beneficiary's right to enforce this MSCP Master Covenant as provided for in Sections 7, 8, and 9 of this MSCP Master Covenant.

6.4. The parties acknowledge that Beneficiary has no legal ownership interest in the Restricted Properties, and it is the parties' intent that the Beneficiary not undertake any responsibility or liability with respect to the Restricted Properties, other than liability related to Beneficiary's negligence ("Beneficiary's Negligence"), as more specifically limited below. Therefore, County agrees:

6.4.1. County (as indemnifying party) shall indemnify, defend and hold harmless, Beneficiary and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

6.4.1.1. breach or non-fulfillment of any provision of this Agreement by County, District, or County or District's personnel;

6.4.1.2. any negligent or more culpable act or omission of County, District, or County or District's personnel (including any reckless or willful misconduct) in connection with the performance of County, District, or County or District's personnel under this Agreement;

6.4.1.3. any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of County, District, or County or District's personnel (including any reckless or willful misconduct);

6.4.1.4. any failure by County, District, or County or District's personnel to comply with any applicable federal, state or local laws, regulations or codes, including any failure related to their performance under this Agreement; or

6.4.1.5. any claim by any third party asserting a failure of Beneficiary to enforce Beneficiary's rights, or perform Beneficiary's duties, under this Agreement. County's obligation to indemnify Beneficiary against third party claims related to any failure of Beneficiary perform Beneficiary's duties, under this Agreement will not preclude County from replacing Beneficiary as provided in Section 8.5. Replacement of Beneficiary will be County's sole remedy for Beneficiary's breach of its obligations under this Agreement.

6.4.2. Beneficiary must give notice to County (a "**Claim Notice**") of any claim filed which may give rise to a Losses. Indemnified Party's failure to provide a Claim Notice does not relieve County of any liability, but in no event shall County be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the claim. County's duty to defend applies immediately after receiving a Claim Notice.

6.4.3. County may select legal counsel to represent Beneficiary in any action for which County has an obligation to indemnify, defend and hold harmless Beneficiary, and County shall pay all costs, attorney fees, and Losses.

6.4.4. County shall give prompt written notice to Beneficiary of any proposed settlement of a claim that is indemnifiable under this Agreement. County may settle or compromise any claim without Beneficiary's consent, so long as Beneficiary is not responsible for paying any Losses.

7. Obligations of District

7.1. District shall review any and all reports on potential violations of the Restrictions provided by County to District as required by this MSCP Master Covenant, at District's expense.

7.2. If the event of any action that may constitute a violation of the terms of this MSCP Master Covenant, District shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this MSCP Master Covenant.

7.3. In the event that County desires to take action with respect to the Restricted Properties that may constitute a violation of this MSCP Master Covenant, County will obtain District's prior approval of such action, and District shall respond to any such request from County in a timely manner.

7.4. District and County will advise Beneficiary in writing of any non-privileged communications between County and District with regard to the matters referred to in Sections 7.2 and 7.3. District and County will also provide Beneficiary with copies of any written communications, in whatever form, between District and County with regard to the matters referred to in Sections 7.2 and 7.3.

8. Obligations of Beneficiary

8.1. Beneficiary shall review any and all reports provided by County to Beneficiary as required by this MSCP Master Covenant, at County's expense. County shall compensate Beneficiary for performing its actions under this Section 8.1 on a time and materials basis, pursuant to the terms of professional services contract entered into between County and Beneficiary (the "Services Agreement"). In the event (i) County and Beneficiary cannot agree upon the Services Agreement; (ii) the Services Agreement is terminated, for any reason; (ii) County fails to timely pay Beneficiary under the Services Agreement; or (iii) County materially breaches any other term of the Services Agreement, then Beneficiary will have the right to terminate its obligations under this MSCP Master Covenant by providing County and District ten days prior written notice.

8.2. If the event of any action that may constitute a violation of the terms of this MSCP Master Covenant, Beneficiary shall determine, in its reasonable discretion, whether to take any action to enforce the terms of this MSCP Master Covenant. Beneficiary shall be reimbursed for any expenses incurred by Beneficiary to enforce this Master Agreement in accordance with the Services Agreement.

8.3. In the event that County desires to take action with respect to a Restricted Property that may constitute a violation of this MSCP Master Covenant, County will obtain Beneficiary's prior approval of such action, and Beneficiary shall respond to any such request from County in a timely manner. Beneficiary shall be compensated for any services performed in response to any such request in accordance with the Services Agreement.

8.4. In the event Beneficiary is no longer able to perform its obligations under this MSCP Master Covenant, or no longer desires to serve as Beneficiary, then Beneficiary shall provide not less than sixty (60) days' notice to County. Beneficiary may designate a replacement Beneficiary subject to County's approval. In the event Beneficiary does not designate a replacement Beneficiary within 45 days' after delivery of the notice, then

County will be solely responsible to designate a replacement Beneficiary. Beneficiary's resignation shall be effective sixty (60) days after the delivery of the notice by Beneficiary to County.

8.5. County's sole remedy for Beneficiary's failure to perform Beneficiary's obligations under this Agreement will be to terminate the Services Agreement and replace Beneficiary with a new party who will fill the role of Beneficiary. County will be solely responsible to designate a replacement Beneficiary in such event.

9. **District and Beneficiary's Right To Enforce.**

9.1. District and/or Beneficiary (for purposes of this Section 9, collectively or individually the "**Enforcing Party**") may enforce this MSCP Master Covenant against the County and its successors and assigns.

9.2. If the Enforcing Party has reason to believe that a violation of the Restrictions may have occurred, the Enforcing Party has the right to enter upon the Restricted Properties. The Enforcing Party must provide at least two (2) business days' notice to County prior to entering upon a Restricted Property.

9.3. The Enforcing Party shall hold County harmless from liability for any injuries to its employees or agents occurring on a Restricted Property in the course of its duties pursuant to this MSCP Master Covenant which are not directly or indirectly the result of acts, omissions, or the negligence of County, or County's employees, agents, successors and assigns.

9.4. If the Enforcing Party determines that there is a breach of the terms of the Restrictions, the Enforcing Party may, but is not obligated to, enforce the terms of this MSCP Master Covenant as provided in this Section 9. When evaluating any possible breach or enforcement action, the Enforcing Party will have the right to consult experts (e.g., biologists, engineers, etc.) to assist it in determining both whether or not there is a violation and appropriate remedial action, provided that the cost of any such experts is subject to the maximum dollar limitation in the Services Agreement. Beneficiary will be reimbursed by County for any such expenses in accordance with the Services Agreement.

9.5. Prior to any enforcement action by the Enforcing Party, the Enforcing Party must give written notice to County of such breach (the "**Notice of Breach**") and demand corrective action sufficient to cure the breach and, where the breach involves injury to a Restricted Property resulting from any activity inconsistent with the purpose of this MSCP Master Covenant, to restore the portion of the Restricted Property so injured.

9.6. If (i) under circumstances where an alleged breach can be cured within a 30 day period, County fails to cure an alleged breach within 30 days after receipt of the Notice of Breach, or (ii) under circumstances where an alleged breach cannot reasonably be cured within a 30 day period, County fails to begin curing such breach within the 30 day

period, or County fails to continue diligently to cure such breach until finally cured, the Enforcing Party may in any such event bring an action at law or equity to enforce the terms of this MSCP Master Covenant or to enjoin the breach by temporary or permanent injunction, and to recover any damages caused by the breach of the terms of this MSCP Master Covenant or injury to any protected uses or mitigation, including damages for any loss, and to require the restoration of any Restricted Property to the condition that existed prior to the injury.

9.7. In the event any action, suit or proceeding at law or in equity is instituted with respect to this MSCP Master Covenant, the Enforcing Party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred if it is the prevailing party.

9.8. Nothing contained in this MSCP Master Covenant can be construed to entitle the Enforcing Party to bring any action against the County for any injury to or change in the Restricted Property resulting from causes beyond the County's control including unforeseeable acts of trespassers, fire, flood, storm, drought, pests, natural earth movement, vegetative disease, or resulting from any action taken by the County under emergency conditions to prevent, abate or mitigate significant injury to any Restricted Property resulting from such causes.

10. **General Provisions**

10.1. The laws and regulations of the State of Arizona govern this MSCP Master Covenant. Any action relating to this MSCP Master Covenant must be brought in a court of the State of Arizona in Pima County.

10.2. Unless the context requires otherwise, the term "including" means "including but not limited to".

10.3. Each provision of this MSCP Master Covenant stands alone, and any provision of this MSCP Master Covenant found to be prohibited by law is ineffective only to the extent of such prohibition without invalidating the remainder of this MSCP Master Covenant.

10.4. This instrument sets forth the entire Agreement of the County, District and Beneficiary with respect to this MSCP Master Covenant.

10.5. Any notice given under this MSCP Master Covenant must be in writing and served by delivery or by certified mail upon the other Parties as follows:

If to County: Office of Sustainability and Conservation
Attn: Director
Pima County Public Works
201 N Stone Ave., 6th FL
Tucson, Arizona 85701

If to District: Regional Flood Control District
Attn: Director
Pima Works Building
201 N Stone Ave., 9th FL
Tucson, Arizona 85701

If to Beneficiary: The Arizona Land and Water Trust
Attn: Diana Freshwater, President
3127 N. Cherry Ave.
Tucson, Arizona 85719

The Parties have executed this MSCP Master Covenant by their duly authorized representatives.

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

_____ _____
Chair, Board of Supervisors Date

ATTEST:

_____ _____
Robin Brigode, Clerk of Board of Supervisors Date

DISTRICT: The Pima County Regional Flood Control District

_____ _____
Chair, Board of Directors Date

ATTEST:

_____ _____
Robin Brigode, Clerk of Board of Directors Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

10/18/16

Tobin Rosen, Deputy County Attorney

BENEFICIARY: The Arizona Land and Water Trust, Inc.

Diana Freshwater, President

10/11/16

Date

EXHIBIT D

When Recorded, Please Return to:

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

SITE-SPECIFIC AGREEMENT TO MASTER RESTRICTIVE COVENANT

1. **Parties; Effective Date.** This Site-Specific Agreement (**"SSA"**) is entered into by and between PIMA COUNTY, a body politic and corporate of the State of Arizona (**"County"**), the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona (**"District"**), and the Arizona Land and Water Trust, Inc. an Arizona nonprofit corporation ("**Beneficiary**") (County, District, and Beneficiary being collectively the "**Parties**"). This SSA shall be effective on day it is signed by the Parties (the "Effective Date").

2. **Incorporation of Master Agreement** This SSA incorporates all definitions, terms and conditions of that certain Master Restrictive Covenant for County MSCP Mitigation Land between the Parties, dated _____, and recorded _____, 2016, in in the records of the Pima County Recorder in Sequence No. _____ (the "**Master Covenant**").

3. **Site-Specific Property.**

3.1. The property subject to this SSA is legally described on **Exhibit A** to this SSA (the **"Site-Specific Property"**).

3.2. The Site-Specific Property is subject to all of the terms and conditions of the Master Covenant.

COUNTY: PIMA COUNTY

By: _____ _____
Its: Date

DISTRICT: Regional Flood Control District

By: _____ _____
Its: Date

BENEFICIARY: The Arizona Land and Water Trust, Inc.

By: _____ _____
Its: Date

EXHIBIT ONLY--NOT FOR EXECUTION

EXEMPTION: A.R.S. § 11-1134.A.3.	PCGPR Mitigation: Sec 10 [ ]; ILF [ ]; Sec 7 [ ]; CLS [ ];; Other [ ]		
Agent: MDS	File: E-0019	Activity:	P [ ] Do [ ] Do [ ] E [ ]

EXHIBIT A

MSCP Restrictive Covenants: Pima County Owner & Grantor; FCD Receives Covenant

Property	APN	Acres	MapID
36TH STREET CORRIDOR	118033370	20.4	1
36TH STREET CORRIDOR	118033360	20.5	1
36TH STREET CORRIDOR	118033380	20.1	1
36TH STREET CORRIDOR	118071280	0.5	1
36TH STREET CORRIDOR	118071290	0.5	1
36TH STREET CORRIDOR	118071340	0.6	1
36TH STREET CORRIDOR	118071300	0.3	1
36TH STREET CORRIDOR	118071350	0.4	1
36TH STREET CORRIDOR	118071380	0.5	1
36TH STREET CORRIDOR	118071390	0.4	1
36TH STREET CORRIDOR	118071400	0.4	1
36TH STREET CORRIDOR	118071410	0.4	1
36TH STREET CORRIDOR	118071420	0.4	1
36TH STREET CORRIDOR	118072730	3.9	1
36TH STREET CORRIDOR	118072190	0.3	1
36TH STREET CORRIDOR	118072180	0.2	1
36TH STREET CORRIDOR	118072390	0.7	1
36TH STREET CORRIDOR	118072170	0.2	1
36TH STREET CORRIDOR	118071360	0.3	1
36TH STREET CORRIDOR	118072160	0.2	1
36TH STREET CORRIDOR	118072200	0.4	1
36TH STREET CORRIDOR	118072390	1.3	1
36TH STREET CORRIDOR	118072150	0.2	1
36TH STREET CORRIDOR	118071330	0.4	1
36TH STREET CORRIDOR	118072140	0.2	1
36TH STREET CORRIDOR	118072130	0.2	1
36TH STREET CORRIDOR	118071270	0.3	1
36TH STREET CORRIDOR	118072120	0.2	1
36TH STREET CORRIDOR	11803335A	17.2	1
36TH STREET CORRIDOR	118071130	0.3	1
36TH STREET CORRIDOR	118072720	2.0	1
36TH STREET CORRIDOR	118072110	0.2	1
36TH STREET CORRIDOR	118072210	0.3	1
36TH STREET CORRIDOR	118071370	0.3	1
36TH STREET CORRIDOR	118071310	0.3	1
36TH STREET CORRIDOR	118071140	0.2	1
36TH STREET CORRIDOR	118072230	0.2	1
36TH STREET CORRIDOR	118072220	0.4	1
36TH STREET CORRIDOR	118072100	0.2	1
36TH STREET CORRIDOR	118072090	0.2	1
36TH STREET CORRIDOR	118072080	0.2	1
36TH STREET CORRIDOR	118072070	0.2	1

Property	APN	Acres	MapID
36TH STREET CORRIDOR	118072060	0.3	1
36TH STREET CORRIDOR	118071150	0.2	1
36TH STREET CORRIDOR	118071430	0.3	1
36TH STREET CORRIDOR	118071320	0.4	1
36TH STREET CORRIDOR	118071160	0.2	1
36TH STREET CORRIDOR	118072270	0.2	1
36TH STREET CORRIDOR	118071440	0.2	1
36TH STREET CORRIDOR	118072240	0.3	1
36TH STREET CORRIDOR	118071170	0.2	1
36TH STREET CORRIDOR	118072050	0.2	1
36TH STREET CORRIDOR	118072280	0.2	1
36TH STREET CORRIDOR	118072390	8.7	1
36TH STREET CORRIDOR	118071250	0.2	1
36TH STREET CORRIDOR	118071260	0.2	1
36TH STREET CORRIDOR	118071180	0.2	1
36TH STREET CORRIDOR	118071240	0.2	1
36TH STREET CORRIDOR	118071450	0.2	1
36TH STREET CORRIDOR	118072040	0.2	1
36TH STREET CORRIDOR	118071230	0.2	1
36TH STREET CORRIDOR	118072260	0.4	1
36TH STREET CORRIDOR	118071190	0.2	1
36TH STREET CORRIDOR	118072250	0.3	1
36TH STREET CORRIDOR	118071460	0.2	1
36TH STREET CORRIDOR	118071220	0.2	1
36TH STREET CORRIDOR	118071200	0.2	1
36TH STREET CORRIDOR	118071480	0.2	1
36TH STREET CORRIDOR	118071470	0.2	1
36TH STREET CORRIDOR	118071210	0.2	1
36TH STREET CORRIDOR	118072290	0.2	1
36TH STREET CORRIDOR	118072030	0.2	1
36TH STREET CORRIDOR	118071520	0.3	1
36TH STREET CORRIDOR	118072020	0.2	1
36TH STREET CORRIDOR	118072390	0.9	1
36TH STREET CORRIDOR	118070670	0.4	1
36TH STREET CORRIDOR	118071490	0.2	1
36TH STREET CORRIDOR	118070680	0.3	1
36TH STREET CORRIDOR	118072390	1.3	1
36TH STREET CORRIDOR	118072300	0.2	1
36TH STREET CORRIDOR	118071510	0.3	1
36TH STREET CORRIDOR	118071500	0.3	1
36TH STREET CORRIDOR	118071530	0.3	1
36TH STREET CORRIDOR	118072010	0.3	1
36TH STREET CORRIDOR	118071050	0.5	1
36TH STREET CORRIDOR	118070690	0.2	1
36TH STREET CORRIDOR	118072310	0.2	1
36TH STREET CORRIDOR	118070660	0.2	1

Property	APN	Acres	MapID
36TH STREET CORRIDOR	118071060	0.4	1
36TH STREET CORRIDOR	118071540	0.3	1
36TH STREET CORRIDOR	118071070	0.3	1
36TH STREET CORRIDOR	118071080	0.3	1
36TH STREET CORRIDOR	118072000	0.3	1
36TH STREET CORRIDOR	118071610	0.3	1
36TH STREET CORRIDOR	118071600	0.2	1
36TH STREET CORRIDOR	118071090	0.4	1
36TH STREET CORRIDOR	118071590	0.2	1
36TH STREET CORRIDOR	118071100	0.3	1
36TH STREET CORRIDOR	118071580	0.2	1
36TH STREET CORRIDOR	118070700	0.2	1
36TH STREET CORRIDOR	118071550	0.2	1
36TH STREET CORRIDOR	118071110	0.3	1
36TH STREET CORRIDOR	118071040	0.3	1
36TH STREET CORRIDOR	118071570	0.2	1
36TH STREET CORRIDOR	118070650	0.2	1
36TH STREET CORRIDOR	118071120	0.3	1
36TH STREET CORRIDOR	118072320	0.2	1
36TH STREET CORRIDOR	118072330	0.4	1
36TH STREET CORRIDOR	118071560	0.2	1
36TH STREET CORRIDOR	118071990	0.3	1
36TH STREET CORRIDOR	118071030	0.2	1
36TH STREET CORRIDOR	118070740	0.2	1
36TH STREET CORRIDOR	118070730	0.2	1
36TH STREET CORRIDOR	118070720	0.2	1
36TH STREET CORRIDOR	118070710	0.2	1
36TH STREET CORRIDOR	118071020	0.2	1
36TH STREET CORRIDOR	118071620	0.3	1
36TH STREET CORRIDOR	118070640	0.2	1
36TH STREET CORRIDOR	118070750	0.2	1
36TH STREET CORRIDOR	118071010	0.2	1
36TH STREET CORRIDOR	118072340	0.3	1
36TH STREET CORRIDOR	118070760	0.2	1
36TH STREET CORRIDOR	118071980	0.2	1
36TH STREET CORRIDOR	118071630	0.3	1
36TH STREET CORRIDOR	118071640	0.2	1
36TH STREET CORRIDOR	118071000	0.2	1
36TH STREET CORRIDOR	118071650	0.2	1
36TH STREET CORRIDOR	118070770	0.2	1
36TH STREET CORRIDOR	118070630	0.2	1
36TH STREET CORRIDOR	118071660	0.2	1
36TH STREET CORRIDOR	118071670	0.2	1
36TH STREET CORRIDOR	118070780	0.2	1
36TH STREET CORRIDOR	118071690	0.2	1
36TH STREET CORRIDOR	118071680	0.2	1

Property	APN	Acres	MapID
36TH STREET CORRIDOR	118071970	0.2	1
36TH STREET CORRIDOR	118072350	0.4	1
36TH STREET CORRIDOR	118070790	0.2	1
36TH STREET CORRIDOR	118070850	0.2	1
36TH STREET CORRIDOR	118070860	0.2	1
36TH STREET CORRIDOR	118070990	0.2	1
36TH STREET CORRIDOR	118070870	0.2	1
36TH STREET CORRIDOR	118072360	0.4	1
36TH STREET CORRIDOR	118072390	2.4	1
36TH STREET CORRIDOR	118070620	0.2	1
36TH STREET CORRIDOR	118070880	0.3	1
36TH STREET CORRIDOR	118070800	0.2	1
36TH STREET CORRIDOR	118072390	0.2	1
36TH STREET CORRIDOR	118071960	0.2	1
36TH STREET CORRIDOR	118070890	0.2	1
36TH STREET CORRIDOR	118071780	0.2	1
36TH STREET CORRIDOR	118071770	0.2	1
36TH STREET CORRIDOR	118071760	0.2	1
36TH STREET CORRIDOR	118071750	0.2	1
36TH STREET CORRIDOR	118071740	0.2	1
36TH STREET CORRIDOR	118071730	0.2	1
36TH STREET CORRIDOR	118071720	0.2	1
36TH STREET CORRIDOR	118071710	0.2	1
36TH STREET CORRIDOR	118071700	0.2	1
36TH STREET CORRIDOR	118070610	0.2	1
36TH STREET CORRIDOR	118070980	0.2	1
36TH STREET CORRIDOR	118071790	0.2	1
36TH STREET CORRIDOR	118070820	0.4	1
36TH STREET CORRIDOR	118070830	0.3	1
36TH STREET CORRIDOR	118070900	0.3	1
36TH STREET CORRIDOR	118071950	0.2	1
36TH STREET CORRIDOR	118070930	0.2	1
36TH STREET CORRIDOR	118071800	0.2	1
36TH STREET CORRIDOR	118070600	0.2	1
36TH STREET CORRIDOR	118070940	0.2	1
36TH STREET CORRIDOR	118070810	0.3	1
36TH STREET CORRIDOR	118070970	0.2	1
36TH STREET CORRIDOR	118071810	0.3	1
36TH STREET CORRIDOR	118070910	0.3	1
36TH STREET CORRIDOR	118070840	0.3	1
36TH STREET CORRIDOR	118071820	0.2	1
36TH STREET CORRIDOR	118071830	0.2	1
36TH STREET CORRIDOR	118071900	0.2	1
36TH STREET CORRIDOR	118071940	0.2	1
36TH STREET CORRIDOR	118071920	0.3	1
36TH STREET CORRIDOR	118071840	0.2	1

Property	APN	Acres	MapID
36TH STREET CORRIDOR	118071910	0.3	1
36TH STREET CORRIDOR	118070920	0.3	1
36TH STREET CORRIDOR	118071850	0.2	1
36TH STREET CORRIDOR	118071860	0.2	1
36TH STREET CORRIDOR	118071870	0.2	1
36TH STREET CORRIDOR	118071880	0.2	1
36TH STREET CORRIDOR	118072390	0.7	1
36TH STREET CORRIDOR	118071890	0.3	1
36TH STREET CORRIDOR	118070590	0.2	1
36TH STREET CORRIDOR	118070960	0.2	1
36TH STREET CORRIDOR	118070950	0.2	1
36TH STREET CORRIDOR	118071930	0.2	1
36TH STREET CORRIDOR	119310460	31.1	1
36TH STREET CORRIDOR	119310260	3.3	1
36TH STREET CORRIDOR	119310250	1.0	1
36TH STREET CORRIDOR	119310470	3.1	1
36TH STREET CORRIDOR	119310300	1.7	1
36TH STREET CORRIDOR	119310430	1.5	1
36TH STREET CORRIDOR	119310310	1.5	1
36TH STREET CORRIDOR	119310270	1.6	1
36TH STREET CORRIDOR	119310340	2.2	1
36TH STREET CORRIDOR	119310280	1.5	1
36TH STREET CORRIDOR	119310420	1.2	1
36TH STREET CORRIDOR	119310320	1.1	1
36TH STREET CORRIDOR	119310290	1.4	1
36TH STREET CORRIDOR	119310410	1.8	1
36TH STREET CORRIDOR	119310400	1.6	1
36TH STREET CORRIDOR	119310330	1.3	1
36TH STREET CORRIDOR	119310460	2.3	1
36TH STREET CORRIDOR	119310390	1.9	1
36TH STREET CORRIDOR	119310360	2.2	1
36TH STREET CORRIDOR	119310370	1.8	1
36TH STREET CORRIDOR	119310380	1.5	1
36TH STREET CORRIDOR	119310350	2.9	1
36TH STREET CORRIDOR	119310440	1.8	1
36TH STREET CORRIDOR	119310450	1.9	1
A7 RANCH	20524011E	636.6	2
A7 RANCH	205240140	611.2	2
A7 RANCH	205410010	36.7	2
A7 RANCH	205410020	1,136.7	2
A7 RANCH	20541003A	1,596.7	2
A7 RANCH	20541003A	833.3	2
A7 RANCH	20541003A	1.3	2
A7 RANCH	205410040	159.7	2
A7 RANCH	205410050	40.1	2
A7 RANCH	20542001A	563.0	2

Property	APN	Acres	MapID
A7 RANCH	205420030	80.5	2
A7 RANCH	205410070	628.2	2
AGUA CALIENTE CREEK	20529007B	14.6	3
AGUA CALIENTE CREEK	20529004A	10.2	3
AGUA VERDE CREEK	30603001D	38.7	4
AGUA VERDE CREEK	30603001C	37.7	4
AGUA VERDE CREEK	306030020	119.9	4
AGUA VERDE CREEK	30603001A	79.2	4
AGUA VERDE CREEK	30603005C	18.9	4
AGUA VERDE CREEK	306030040	155.9	4
AGUA VERDE CREEK	30603005B	19.9	4
ANDRADA	21451001C	13.9	5
ANDRADA	21451001D	144.1	5
ARIVACA OPEN SPACE	302241230	18.9	6
ARIVACA OPEN SPACE	302241290	40.3	6
ARIVACA OPEN SPACE	302241280	39.1	6
ARIVACA OPEN SPACE	30228012C	25.7	6
ARTHUR PACK OS	225010220	147.0	7
ARTHUR PACK OS	22501023B	14.5	7
AVRA VALLEY I-10 WILDLIFE CORRIDOR	22601032D	9.7	8
BAR V RANCH	30607002A	150.1	9
BAR V RANCH	30615001A	160.3	9
BAR V RANCH	30615010A	314.8	9
BAR V RANCH	30615011A	314.6	9
BAR V RANCH	30615005B	481.0	9
BAR V RANCH	30615005A	239.1	9
BAR V RANCH	306150070	76.5	9
BAR V RANCH	30615008A	39.4	9
BEAR CREEK RANCH	114083460	17.3	10
BEE	208490030	39.9	11
BEE	208490010	40.5	11
BEE	208490020	79.8	11
BUCKELEW PROPERTIES	20854134A	26.6	12
BUCKELEW PROPERTIES	30119002D	59.0	12
BUCKELEW PROPERTIES	30119005E	6.0	12
BUCKELEW PROPERTIES	30119005H	498.7	12
CANOA RANCH	304690580	943.6	13
CANOA RANCH	304690480	71.6	13
CANOA RANCH	304690410	159.9	13
CANOA RANCH	304690490	49.9	13
CANOA RANCH	304690560	184.4	13
CANOA RANCH	304690570	1,377.0	13
CANOA RANCH	304690500	23.6	13
CANOA RANCH	304690510	11.3	13
CANOA RANCH	304690400	196.8	13
CANOA RANCH	30428001Z	20.0	13

Property	APN	Acres	MapID
CARPENTER RANCH	304050270 (Pinal County	80.0	14
CARPENTER RANCH	304050280 (Pinal County	79.9	14
CARPENTER RANCH	304050290 (Pinal County	79.9	14
CARPENTER RANCH	304050320 (Pinal County	40.1	14
CARPENTER RANCH	30405033A (Pinal County	80.3	14
CARPENTER RANCH	30405044P (Pinal County	100.2	14
CARPENTER RANCH	304050450 (Pinal County	200.3	14
CIENEGA CREEK NATURAL PRESERVE	30504001J	2.2	15
CIENEGA CREEK NATURAL PRESERVE	30504001J	3.0	15
CIENEGA CREEK NATURAL PRESERVE	305122640	23.3	15
CIENEGA CREEK NATURAL PRESERVE	305122670	17.7	15
CIENEGA CREEK NATURAL PRESERVE	30516002A	37.2	15
CIENEGA CREEK NATURAL PRESERVE	30516002B	0.4	15
CLYNE RANCH	30634006A	39.9	16
CLYNE RANCH	30634007A	109.6	16
CLYNE RANCH	30634006D	60.2	16
CLYNE RANCH	30634006F	100.1	16
CLYNE RANCH	30634006G	518.3	16
CLYNE RANCH	30634062D	48.9	16
COCHIE CANYON	21810005W	130.6	17
COCHIE CANYON	21809003A	117.9	17
COCHIE CANYON	218090040	39.4	17
COLOSSAL CAVE MOUNTAIN PARK	306020030	78.8	18
COLOSSAL CAVE MOUNTAIN PARK	306020040	79.7	18
CORTARO-HARTMAN	221060260	24.7	19
CORTARO-HARTMAN	221060230	19.1	19
CORTARO-HARTMAN	221060240	5.1	19
DAKOTA WASH	13711428T	22.6	20
DAKOTA WASH	13711428T	0.4	20
DAKOTA WASH	137150720	0.7	20
DIAMOND BELL RANCH	301580010	1.3	21
DIAMOND BELL RANCH	301580020	1.0	21
DIAMOND BELL RANCH	30119013B	10.2	21
DIAMOND BELL RANCH	30121007Q	159.8	21
DIAMOND BELL RANCH	30165417B	2.4	21
DIAMOND BELL RANCH	301250020	4.7	21
DOS PICOS	11608009B	40.9	22
DOS PICOS	116080110	18.5	22
DOT SECTION 7	22116028A	9.9	63
DOT SECTION 7	22116027A	9.7	63
DOUCETTE	13303332B	21.1	23
DYBVIG	30405044J (Pinal County	109.6	24
ELEPHANT HEAD SEC.15 MIT. LANDS	30448002B	39.9	25
ELEPHANT HEAD SEC.15 MIT. LANDS (EASEL	30447001F	43.8	26
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUT	30448002A	40.0	27
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUT	304480030	18.9	27

Property	APN	Acres	MapID
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUT	30448006B	10.0	27
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUT	30448006C	10.0	27
EMPIRITA RANCH	30637003C	77.6	28
EMPIRITA RANCH	30618008D	757.8	28
EMPIRITA RANCH	30618031A	39.6	28
EMPIRITA RANCH	30618008E	40.1	28
EMPIRITA RANCH	30618029A	427.0	28
EMPIRITA RANCH	306180280	80.2	28
EMPIRITA RANCH	30618029B	98.0	28
EMPIRITA RANCH	30618008F	259.3	28
EMPIRITA RANCH	30618029A	109.1	28
EMPIRITA RANCH	306180300	40.0	28
EMPIRITA RANCH	30618009C	463.6	28
EMPIRITA RANCH	306180320	80.4	28
EMPIRITA RANCH	30618033A	202.3	28
EMPIRITA RANCH	30618033B	40.1	28
ESTHER AND DAVID TANG	216040200	40.4	29
HOLDEN DONATION	21206094A	3.4	30
HOLDEN DONATION	21206094B	3.4	30
HOLDEN DONATION	21206094E	3.6	30
HOLDEN DONATION	21206094C	3.8	30
HOLDEN DONATION	21206094D	4.2	30
HONEY BEE BIOLOGICAL CORRIDOR	219209180	52.9	31
HONEY BEE BIOLOGICAL CORRIDOR	22004006G	86.8	31
HONEY BEE BIOLOGICAL CORRIDOR	22004007C	7.0	31
INA PRESERVE (CR)	21404042G	54.1	32
KING 98 RANCH	30118001A	685.0	33
KING 98 RANCH	30119005B	354.7	33
LAZY C RANCH ESTATES	214540130	3.3	34
LINDA VISTA/PATRICK PROPERTY	216300200	9.3	35
LOS MORTEROS	226010160	40.1	36
LOS MORTEROS	22603033K	37.1	36
LOS MORTEROS	22603036A	31.4	36
LOS MORTEROS	22603033M	6.4	36
LOS MORTEROS	226030350	3.5	36
LOS MORTEROS	22102003B	26.0	36
M DIAMOND RANCH	205190020	38.2	37
M DIAMOND RANCH	205170030	40.1	37
M DIAMOND RANCH	20517005P	20.9	37
M DIAMOND RANCH	205170120	86.5	37
M DIAMOND RANCH	20517004D	20.2	37
M DIAMOND RANCH	20517004B	20.0	37
M DIAMOND RANCH	20517004A	19.9	37
M DIAMOND RANCH	20517005Q	26.4	37
M DIAMOND RANCH	20517007H	39.5	37
M DIAMOND RANCH	20517007G	39.9	37

Property	APN	Acres	MapID
M DIAMOND RANCH	20517007E	30.9	37
M DIAMOND RANCH	20517007C	39.6	37
M DIAMOND RANCH	20517007A	20.8	37
M DIAMOND RANCH	205170200	19.3	37
M DIAMOND RANCH	20517007D	9.0	37
M DIAMOND RANCH	20517010H	4.9	37
MADERA HIGHLANDS	30140002C	286.0	38
MADERA HIGHLANDS	30140002B	5.6	38
MADERA HIGHLANDS	30140002D	88.5	38
MALCOLMSON DONATION	21438001B	62.8	39
MARLEY RANCH	30141001B	606.1	40
MARLEY RANCH	30144001B	389.0	40
MARLEY RANCH	30144001B	48.5	40
MARLEY RANCH	30144001B	9.7	40
MARLEY RANCH	301450010	639.4	40
MARLEY RANCH	30141002C	1,176.5	40
MARLEY RANCH	30146017C	586.2	40
MARLEY RANCH	301460150	160.1	40
MARLEY RANCH	301460180	475.6	40
MARLEY RANCH	301460210	638.1	40
MARLEY RANCH	301460240	156.4	40
MARLEY RANCH	30146023B	39.3	40
MARLEY RANCH	30156002B	528.9	40
MARLEY RANCH	301550020	315.6	40
MARLEY RANCH	302110010	284.6	40
MARLEY RANCH	30208001B	274.6	40
ORACLE RIDGE	20516001D	161.2	41
ORACLE RIDGE	20516001A	150.3	41
ORACLE RIDGE	20516001C	226.4	41
ORACLE RIDGE	205040010	20.4	41
ORACLE RIDGE	205040030	20.9	41
ORACLE RIDGE	205070030	13.5	41
ORACLE RIDGE	205060050	20.3	41
ORACLE RIDGE	205060110	6.2	41
ORACLE RIDGE	205060060	18.9	41
ORACLE RIDGE	20506012A	7.6	41
ORACLE RIDGE	20506012A	1.0	41
ORACLE RIDGE	20506013A	5.0	41
ORACLE RIDGE	205060050	0.0	41
ORACLE RIDGE	205060060	1.2	41
ORACLE RIDGE	20506013B	4.1	41
ORACLE RIDGE	20506014A	12.5	41
ORACLE RIDGE	205060220	20.4	41
ORACLE RIDGE	20506015A	19.5	41
ORACLE RIDGE	205060230	15.2	41
ORACLE RIDGE	205060160	20.6	41

Property	APN	Acres	MapID
ORACLE RIDGE	20506009A	5.2	41
ORACLE RIDGE	20506008A	15.3	41
ORACLE RIDGE	205060070	17.7	41
ORACLE RIDGE	205060170	20.5	41
ORACLE RIDGE	205060210	20.2	41
ORACLE RIDGE	205060180	17.2	41
ORACLE RIDGE	205060200	20.6	41
ORACLE RIDGE	205060190	18.0	41
ORACLE RIDGE	205120020	13.7	41
ORACLE RIDGE	205120060	21.1	41
ORACLE RIDGE	205120090	20.7	41
ORACLE RIDGE	205120080	21.0	41
ORACLE RIDGE	205120070	20.8	41
ORACLE RIDGE	205120110	20.8	41
ORACLE RIDGE	205120100	20.5	41
OS PARK	208230260	40.2	42
PAINTED HILLS	116071250	37.4	43
PAINTED HILLS	11604164A	30.1	43
PAINTED HILLS	11604164B	5.5	43
PAINTED HILLS	116090060	150.9	43
PAINTED HILLS	11608001C	61.1	43
RANCHO SECO	30208002A	327.3	44
RANCHO SECO	30208002G	363.6	44
RANCHO SECO	30208003F	221.2	44
RANCHO SECO	30208004C	180.0	44
RANCHO SECO	30208004E	165.8	44
RANCHO SECO	302110040	186.1	44
RANCHO SECO	302110240	443.7	44
RANCHO SECO	30213001B	34.2	44
RANCHO SECO	302110050	247.0	44
RANCHO SECO	30208002C	363.3	44
RANCHO SECO	30208002D	81.8	44
RANCHO SECO	30208003E	236.0	44
RANCHO SECO	30204001A	239.5	44
RANCHO SECO	30211041A	46.2	44
RANCHO SECO	30203007A	81.0	44
RANCHO SECO	30208020B	21.0	44
RANCHO SECO	30213003E	0.3	44
RANCHO SECO	302040050	19.7	44
RANCHO SECO	30211040A	35.6	44
RANCHO SECO	302040060	20.6	44
RANCHO SECO	30208002E	82.2	44
RANCHO SECO	30203008A	39.7	44
RANCHO SECO	302040070	20.8	44
RANCHO SECO	302040030	18.4	44
RANCHO SECO	302040040	20.6	44

Property	APN	Acres	MapID
RANCHO SECO	30211010A	280.9	44
RANCHO SECO	302560010	73.5	44
RANCHO SECO	302070150	18.6	44
RANCHO SECO	30208006G	546.1	44
RANCHO SECO	30208006F	312.8	44
RANCHO SECO	30206001A	122.6	44
RANCHO SECO	302060020	17.0	44
RANCHO SECO	30208005B	320.8	44
RANCHO SECO	302070020	17.9	44
RANCHO SECO	302070110	10.1	44
RANCHO SECO	302070120	16.1	44
RANCHO SECO	30256003C	33.8	44
RANCHO SECO	302070130	21.0	44
RANCHO SECO	302070030	6.9	44
RANCHO SECO	302070040	2.2	44
RANCHO SECO	302070100	18.1	44
RANCHO SECO	302060030	20.4	44
RANCHO SECO	302070040	9.2	44
RANCHO SECO	302560180	163.0	44
RANCHO SECO	302070030	4.8	44
RANCHO SECO	302070090	17.2	44
RANCHO SECO	302070140	9.4	44
RANCHO SECO	302070050	10.8	44
RANCHO SECO	302060040	10.2	44
RANCHO SECO	302070160	20.7	44
RANCHO SECO	302060050	18.9	44
RANCHO SECO	30208006D	165.7	44
RANCHO SECO	302070080	14.8	44
RANCHO SECO	302060060	20.7	44
RANCHO SECO	302070060	19.4	44
RANCHO SECO	302060070	19.1	44
RANCHO SECO	30211012B	161.4	44
RANCHO SECO	302110090	105.1	44
RANCHO SECO	302060090	20.6	44
RANCHO SECO	302100010	10.5	44
RANCHO SECO	302070070	12.9	44
RANCHO SECO	302060080	5.1	44
RANCHO SECO	302060110	20.7	44
RANCHO SECO	302100010	5.8	44
RANCHO SECO	302060100	16.6	44
RANCHO SECO	302060130	20.7	44
RANCHO SECO	302060120	20.4	44
RANCHO SECO	30211013B	79.3	44
RANCHO SECO	30211013A	46.7	44
RANCHO SECO	302060140	10.9	44
RANCHO SECO	30208005A	42.7	44

Property	APN	Acres	MapID
RANCHO SECO	302110200	580.2	44
RANCHO SECO	302110190	150.1	44
RANCHO SECO	302110150	76.6	44
RANCHO SECO	302110140	231.2	44
RANCHO SECO	302080080	322.5	44
RANCHO SECO	30208006E	305.3	44
RANCHO SECO	30208005C	329.0	44
RANCHO SECO	302080070	80.4	44
RANCHO SECO	302310030	204.9	44
RANCHO SECO	302240030	238.2	44
RANCHO SECO	302240040	40.1	44
RANCHO SECO	302240090	39.9	44
RANCHO SECO	302250030	20.7	44
RANCHO SECO	302240100	77.6	44
RANCHO SECO	302580010	83.1	44
RANCHO SECO	302240130	163.5	44
RANCHO SECO	30258002B	131.8	44
RANCHO SECO	30258003B	57.8	44
RANCHO SECO	302241690	39.3	44
RANCHO SECO	30213001B	93.3	44
REID PARCEL	21630019F	3.3	45
SAN DOMINGO FLOOD PRONE AREA	20536069B	6.7	46
SAN DOMINGO FLOOD PRONE AREA	20536137C	7.7	46
SANDS RANCH	30634040E	4,875.8	47
SANDS RANCH	30634020C	77.8	47
SANDS RANCH	30634020B	79.9	47
SIX BAR RANCH	20516002C	637.2	48
SIX BAR RANCH	20516002B	631.2	48
SIX BAR RANCH	20516003A	175.4	48
SIX BAR RANCH	20516002F	79.6	48
SIX BAR RANCH	20516002E	319.6	48
SIX BAR RANCH	20516002D	319.9	48
SIX BAR RANCH	205230010	116.5	48
SIX BAR RANCH	205230040	361.1	48
SIX BAR RANCH	205230020	644.9	48
SOPORI RANCH	30430015C	489.1	49
SOPORI RANCH	30211002J	539.6	49
SOPORI RANCH	30211002J	3.6	49
SOPORI RANCH	30211002M	311.3	49
SOPORI RANCH	30211002J	11.4	49
SOPORI RANCH	30212001C	10.9	49
SOPORI RANCH	30211002M	26.1	49
SOPORI RANCH	30211002C	42.4	49
SOPORI RANCH	30211002F	6.4	49
SOPORI RANCH	30211002F	510.5	49
SOPORI RANCH	30211002E	361.0	49

Property	APN	Acres	MapID
SOPORI RANCH	30211002Q	109.5	49
SOPORI RANCH	30211002S	45.0	49
SOPORI RANCH	30213006A	195.1	49
SOPORI RANCH	30211002H	214.5	49
SOPORI RANCH	30211021A	664.5	49
SOPORI RANCH	30211021B	82.0	49
SOPORI RANCH	30211021C	20.8	49
SOPORI RANCH	302310010	153.6	49
SOPORI RANCH	302310020	82.2	49
SOPORI RANCH	302310040	40.7	49
SOPORI RANCH	302310090	164.7	49
SOPORI RANCH	302310060	40.0	49
SOUTH WILMOT LLC	30447001E	35.5	50
SOUTHEAST CORRIDOR	30612002K	83.8	51
SOUTHEAST CORRIDOR	306240260	19.3	51
SOUTHEAST CORRIDOR	306210160	38.9	51
SOUTHEAST REGIONAL PARK (PPC)	305010120 (Partial)	52.8	52
STEVENS	224460070	34.3	53
SWEETWATER PRESERVE	214400210	41.5	54
SWEETWATER PRESERVE	214400320	40.5	54
SWEETWATER PRESERVE	214460410	4.0	54
SWEETWATER PRESERVE	214460430	3.9	54
SWEETWATER PRESERVE	214460440	3.4	54
SWEETWATER PRESERVE	214460450	3.3	54
SWEETWATER PRESERVE	214460460	3.4	54
SWEETWATER PRESERVE	214460470	3.3	54
SWEETWATER PRESERVE	214460480	3.3	54
SWEETWATER PRESERVE	214460490	4.8	54
SWEETWATER PRESERVE	214460500	3.3	54
SWEETWATER PRESERVE	214460510	3.7	54
SWEETWATER PRESERVE	214460520	4.0	54
SWEETWATER PRESERVE	214460530	3.5	54
SWEETWATER PRESERVE	214460620	3.3	54
SWEETWATER PRESERVE	214460630	5.3	54
SWEETWATER PRESERVE	21449034K	621.4	54
SWEETWATER PRESERVE	214460420	3.4	54
SWEETWATER PRESERVE	214460400	4.0	54
SWEETWATER PRESERVE	214460640	4.9	54
SWEETWATER PRESERVE	214460780	9.2	54
SWEETWATER PRESERVE	214460540	4.2	54
SWEETWATER PRESERVE	214460390	5.6	54
SWEETWATER PRESERVE	214460560	3.9	54
SWEETWATER PRESERVE	214460550	3.8	54
SWEETWATER PRESERVE	214460380	3.3	54
SWEETWATER PRESERVE	214460320	5.3	54
SWEETWATER PRESERVE	214460370	3.1	54

Property	APN	Acres	MapID
SWEETWATER PRESERVE	214460790	0.3	54
SWEETWATER PRESERVE	214460770	5.1	54
SWEETWATER PRESERVE	214460760	3.3	54
SWEETWATER PRESERVE	21446002B	2.9	54
SWEETWATER PRESERVE	214460330	3.9	54
SWEETWATER PRESERVE	214460570	3.8	54
SWEETWATER PRESERVE	214460610	3.3	54
SWEETWATER PRESERVE	214460600	3.3	54
SWEETWATER PRESERVE	214460590	3.7	54
SWEETWATER PRESERVE	214460340	3.7	54
SWEETWATER PRESERVE	214460650	3.8	54
SWEETWATER PRESERVE	214460350	3.3	54
SWEETWATER PRESERVE	214460360	3.2	54
SWEETWATER PRESERVE	214460580	4.5	54
SWEETWATER PRESERVE	214460660	4.5	54
SWEETWATER PRESERVE	214460670	4.2	54
SWEETWATER PRESERVE	214460680	4.4	54
SWEETWATER PRESERVE	214460690	3.8	54
SWEETWATER PRESERVE	214460750	3.5	54
SWEETWATER PRESERVE	214460720	3.9	54
SWEETWATER PRESERVE	214460700	3.8	54
SWEETWATER PRESERVE	214460710	4.5	54
SWEETWATER PRESERVE	214460740	3.6	54
SWEETWATER PRESERVE	214460730	3.5	54
TANQUE VERDE & HOUGHTON PARTNERS L	13301026D	44.3	55
TANQUE VERDE & HOUGHTON PARTNERS L	13301027A	33.4	55
TERRA RANCHO GRANDE	13301043B	72.6	56
TORTOLITA MOUNTAIN PARK	21901001M	326.0	57
TORTOLITA MOUNTAIN PARK	21901001J	164.1	57
TORTOLITA MOUNTAIN PARK	21901001B	175.2	57
TORTOLITA MOUNTAIN PARK	21901001K	287.0	57
TORTOLITA MOUNTAIN PARK	21901008G	313.9	57
TORTOLITA MOUNTAIN PARK	21901008H	318.7	57
TORTOLITA MOUNTAIN PARK	219010090	637.9	57
TUCSON MOUNTAIN PARK	11607165A	36.8	58
TUCSON MOUNTAIN PARK	11607165B	20.4	58
TUCSON MOUNTAIN PARK	21204003E	56.3	58
TUCSON MOUNTAIN PARK	21201002H	154.4	58
TUCSON MOUNTAIN PARK	21204003N	200.2	58
TUCSON MOUNTAIN PARK	21201002B	9.3	58
TUCSON MOUNTAIN PARK	21211015A	1.4	58
TUCSON MOUNTAIN PARK	212100030	215.6	58
TUCSON MOUNTAIN PARK	212110220	21.8	58
TUCSON MOUNTAIN PARK	212110230	20.3	58
TUCSON MOUNTAIN PARK	11609011A	24.1	58
TUCSON MOUNTAIN PARK	212110290	7.9	58

Property	APN	Acres	MapID
TUCSON MOUNTAIN PARK	212110370	10.0	58
TUCSON MOUNTAIN PARK	212110300	6.6	58
TUCSON MOUNTAIN PARK	21211049A	14.1	58
TUCSON MOUNTAIN PARK	21211049B	4.2	58
TUCSON MOUNTAIN PARK	212110310	4.0	58
TUCSON MOUNTAIN PARK	212110360	2.2	58
TUCSON MOUNTAIN PARK	212110350	6.0	58
TUCSON MOUNTAIN PARK	212110330	9.8	58
TUCSON MOUNTAIN PARK	119351860	114.0	58
TUCSON MOUNTAIN PARK	11934001D	10.7	58
TUCSON MOUNTAIN PARK	11934001K	309.8	58
TUCSON MOUNTAIN PARK	11934001J	301.8	58
TUCSON MOUNTAIN PARK	11941264A	25.3	58
TUCSON MOUNTAIN PARK	11941175D	0.0	58
TUCSON MOUNTAIN PARK	11941266F	0.4	58
TUCSON MOUNTAIN PARK	11941266K	46.7	58
TUCSON MOUNTAIN PARK	119351640	13.3	58
TUCSON MOUNTAIN PARK	119351650	5.5	58
TUCSON MOUNTAIN PARK	11934001H	3.6	58
TUCSON MOUNTAIN PARK	11941277D	2.6	58
TUCSON MOUNTAIN PARK	119351690	1.1	58
TUCSON MOUNTAIN PARK	11935179C	3.4	58
TUCSON MOUNTAIN PARK	11935179D	6.8	58
TUCSON MOUNTAIN PARK	119351880	134.5	58
TUCSON MOUNTAIN PARK	119351900	0.8	58
TUCSON MOUNTAIN PARK BIOLOGICAL COF	11628001G	9.9	59
TUMAMOC	11626754A	277.0	60
VALENCIA ARCHAEOLOGICAL PRESERVE	13801006C	67.1	61
WALDEN	30610017H	22.2	62
WALDEN	30610017J	356.5	62
WALDEN	30610017F	0.1	62
WALDEN	30610017G	67.7	62
		56,811.5	

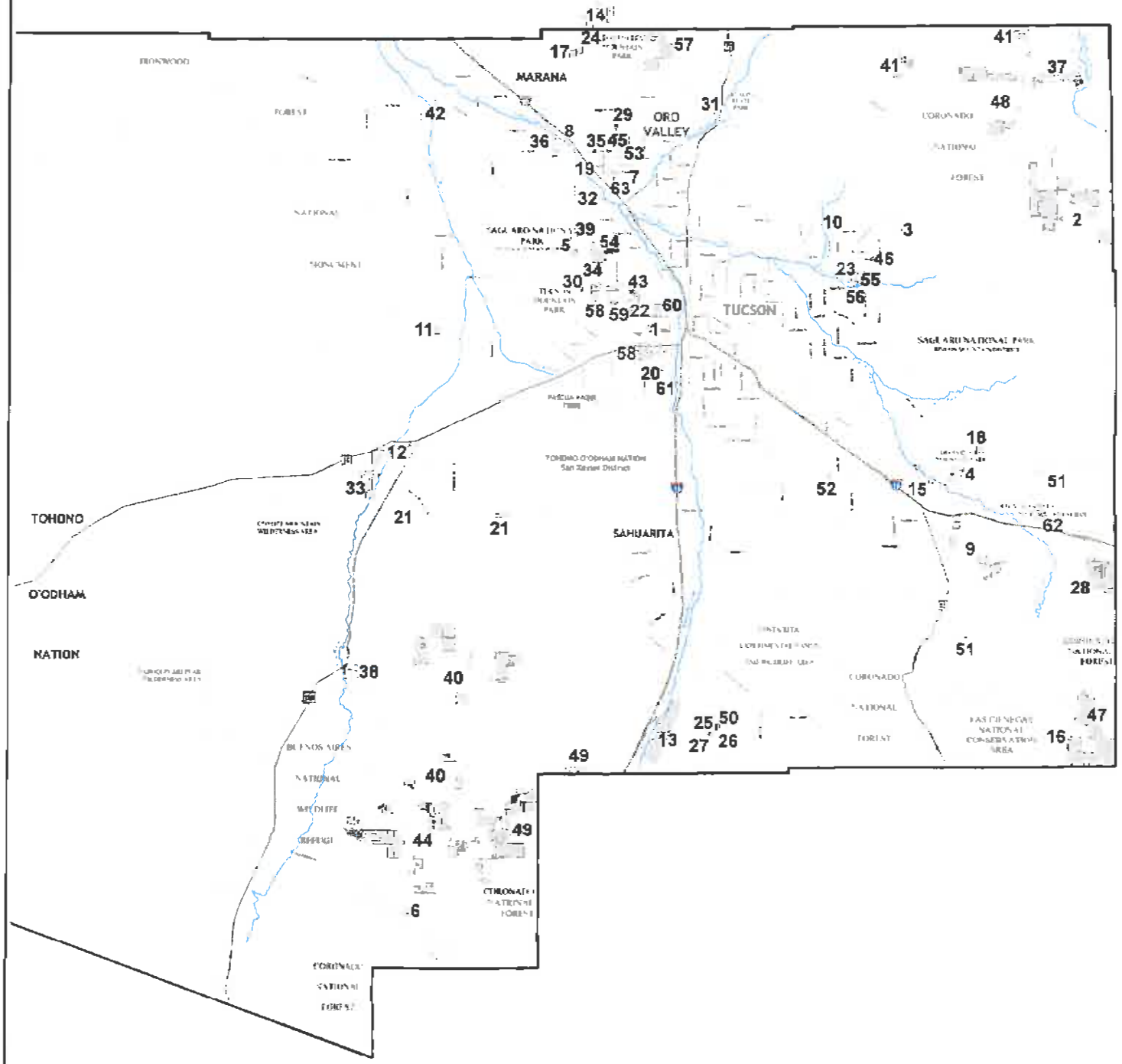


EXHIBIT B

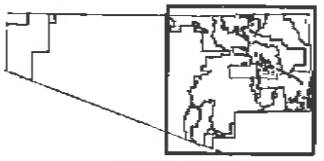
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

Subject Parcels
(56,812 acres)

See **Exhibit A** for key to property IDs.

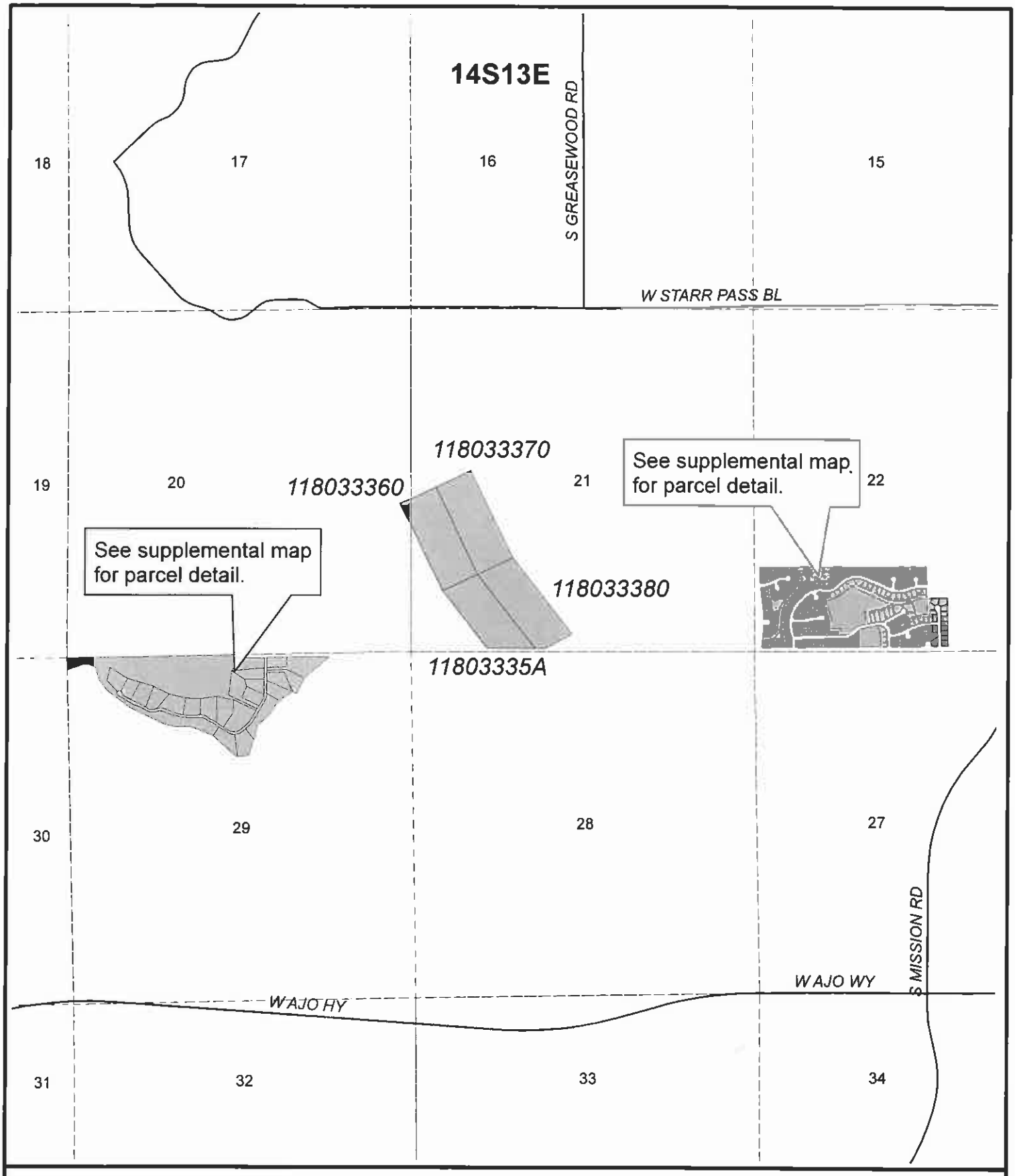
See **Exhibit C** for parcel detail maps.

Pima County Index Map



PIMA COUNTY
GEOGRAPHIC INFORMATION SYSTEMS

10/10/2016



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

36th Street Corridor (1)

36TH & MISSION (1-207)

MP 34020

RECORDED: MAY15, 1981

*** THE FOLLOWING PLAT IS AN ANNOTATED VERSION OF THE ORIGINAL DOCUMENT. IT HAS BEEN ALTERED BY PIMA COUNTY DEVELOPMENT SERVICES TO SHOW ADDITIONAL INFORMATION. ORIGINAL COPIES MAY BE OBTAINED FROM THE PIMA COUNTY RECORDER***

-Approvals-

I, DONALD L. DIMENT, CLERK OF THE CITY OF TUCSON, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA ON THIS THE 5TH DAY OF April, 1981

Donald L. Diment — 6/15/81
CLERK, CITY OF TUCSON — DATE

THIS IS TO CERTIFY THAT THE COMPLETION OF ALL OFF-SITE IMPROVEMENTS, SUCH AS STREETS, SIDEWALKS, WATER, GAS AND ELECTRIC UTILITY INSTALLATIONS, DRAINAGE AND FLOOD CONTROL FACILITIES AND MONUMENTS REQUIRED BY THE CITY OF TUCSON HAVE BEEN COMPLETED OR THE FUTURE COMPLETION OF SUCH IMPROVEMENTS HAVE BEEN SECURED BY THE POSTING OF PERFORMANCE BONDS, ASSURANCES OR SUCH OTHER SECURITY AS THE CITY DEEMS NECESSARY AND APPROPRIATE

Frank R. Emmett — 5-14-81
CITY OF TUCSON ENGINEER — DATE

Wayne Moody — 5-14-81
CITY OF TUCSON PLANNING DIRECTOR — DATE

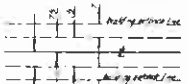
-Certification of Survey-

WE HEREBY CERTIFY THAT THE BOUNDARY SURVEY ON THIS PLAT WAS PERFORMED UNDER OUR DIRECTION AND THAT ALL EXISTING AND OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. WE FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER OUR DIRECTION

PAUL OSBORN
ARIZONA REGISTRATION No. 9574

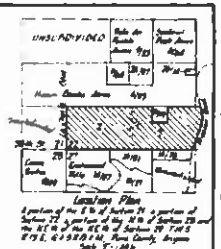
ARTHUR G. PETTERSON
ARIZONA REGISTRATION No. 4785

-General Notes-

1. THE GROSS AREA OF THIS SUBDIVISION IS 100.18 ACRES
2. THE NUMBER OF RESIDENTIAL LOTS IS 207
3. THE TOTAL MILES OF NEW PUBLIC STREETS IS 2.46 MILES
4. COVENANTS RECORDED IN DOCKET 6571 PAGE 491-498 FOR FUTURE IMPROVEMENTS OF MISSION ROAD
5. THE DEVELOPER WILL PAVE THE STREETS TO MINIMUM CITY OF TUCSON STANDARDS INCLUDING LA CUEVA BLVD., 36th STREET
6. ANY UTILITIES THAT MAY HAVE TO BE RELOCATED DUE TO THIS SUBDIVISION WILL BE DONE AT NO EXPENSE TO THE PUBLIC
7. THE DEVELOPER WILL CONSTRUCT SIDEWALKS ALONG ALL STREET FRONTAGES TO CITY OF TUCSON STANDARDS AS PER MAYOR AND COUNCIL REQUIREMENTS
8. • INDICATES ½" STEEL PIN TAGGED R.L.S. 4785 SET AT ALL PC, PT, PCC, PRC, AT PROPERTY LINE CURVES AND BOUNDARY CORNERS
9. ▲ INDICATES A NEW SURVEY MONUMENT, SET 3" BRASS CAP IN CONCRETE MARKED R.L.S. 4785
10. "R" INDICATES A RADIAL LINE
11. (3) INDICATES A CURVE SET CURVE DATA TABLE
12. ▪ INDICATES A FOUND SURVEY MONUMENT
13. • INDICATES A FOUND MARKER AS NOTED
14. THE DEVELOPER WILL PROVIDE ALL-WEATHER CROSSINGS NOT TO EXCEED 1 FOOT DEEP DURING THE 100-YR FLOOD EVENTS AND ALL NECESSARY SLOPE EASEMENTS
15.
16. ■ INDICATES A 5'x5' PEDESTAL EASEMENT
17. □ INDICATES A 8'x6' TRANSFORMER EASEMENT
18.  TYPICAL 15' SEWER AND/OR DRAINAGE EASEMENTS UNLESS OTHERWISE SPECIFIED
19. LOTS 78 thru 82, 113 and 190 ARE OVER 15% SLOPE AND CONSTRUCTION ON THESE LOTS WILL CONFORM TO THE PROVISIONS OF THE HILLSIDE DEVELOPMENT ZONE ORDINANCE. IT IS UNDERSTOOD THAT IF CONFORMANCE IS NOT POSSIBLE, THAT LOTS WILL BE CONSOLIDATED OR RESUBDIVIDED IN ORDER TO COMPLY
20. BASIS OF BEARING: THE NORTH LINE OF SECTION 27 AS RECORDED IN BOOK 16 OF MAPS AND PLATS AT PAGE 21, SAID BEARING BEING N 89°35'00" W
21. DEVELOPMENT PLANS WILL BE SUBMITTED FOR C.D.P.C. REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF PERMITS FOR BLOCKS 1 and 2
22. THERE EXISTS TWO EASEMENTS TO MOUNTAIN STATES FOR POLES, WIRES, ETC. OVER AN UNDEFINED PORTION OF LAND IN THE S.E.¼ OF THE S.E.¼ OF SECTION 22 AS RECORDED IN BK 85 OF MISC. RECORDS AT PG 421 and 423
23. THERE EXISTS AN EASEMENT TO T.G.&E. FOR POLES AND EQUIPMENT OVER THE S.W.¼ OF THE S.E.¼ AND THE S.E.¼ OF THE S.E.¼ OF SECTION 22, T.14 S., R.13 E., ALL LYING WEST OF MISSION ROAD, AS RECORDED IN BOOK 170 OF DEEDS AT PAGE 297
24. THERE EXISTS AN EASEMENT TO THE FLOWING WELLS IRRIGATION DISTRICT FOR CANALS, WATER PIPES, ETC. OVER THE S.W.¼ OF THE S.E.¼ AND THAT PORTION OF THE S.E.¼ OF THE S.E.¼, LYING WEST OF MISSION ROAD, OF SECTION 22, T.14 S., R.13 E. AS RECORDED IN DKT 170 OF DEEDS AT PAGE 139

Admin Address:
2000 W. 33rd. S.T.

ANNOTATED COPY



-Dedication-

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. WE HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ACCESS AND MAINTENANCE WAYS, DRAINAGEWAYS AND EASEMENTS

COMMON AREA A (OPEN SPACE) AS SHOWN HEREON IS RESERVED FOR THE APPURTENANCE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION THEIR GUESTS AND INVITEES AND FOR USE OF THE PUBLIC AND ALL UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES. TITLE TO THE LAND OF COMMON AREA "A" SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 6571 AT PAGE 491, ET. SEQ., IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THIS SUBDIVISION SHALL BE A MEMBER OF THE HOMEOWNERS ASSOCIATION WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF COMMON AREA "A" (OPEN SPACE) WITHIN THIS SUBDIVISION, AS SHOWN HEREON

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY SAVE THE CITY OF TUCSON, ITS SUCCESSORS AND ASSIGNS, ITS EMPLOYEES, OFFICERS AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGE RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL

Stewart Title and Trust of Tucson, AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST No. 2092 & 2526 AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY

BY: _____
WANDA DANNENFELSER, TRUST OFFICER

STATE OF ARIZONA
COUNTY OF PIMA } ss

ON THIS THE 31st DAY OF March, 1981, BEFORE ME, THE UNDERSIGNED OFFICER PERSONALLY APPEARED WANDA DANNENFELSER WHO ACKNOWLEDGED HERSELF TO BE THE TRUST OFFICER OF STEWART TITLE AND TRUST OF TUCSON, AN ARIZONA CORPORATION AND THAT SHE AS SUCH TRUST OFFICER, BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ MY COMMISSION EXPIRES
NOTARY PUBLIC

Beneficiary of Trust No. 2092 and 2526
Andrew Wright Enterprises, Inc.
55 N. Avenida de la Vista
Tucson, Arizona 85710

Beneficiary of Trust No. 2092
Lawyers Title and Trust of Arizona
P.O. Box 3404
Tucson, Arizona 85703

CITY OF TUCSON
MAP 5
ZONE R-1, R-3, B-1

36th and MISSION

LOTS 1 thru 207, BLOCKS 1 and 2, and COMMON AREA "A"

BEING A SUBDIVISION IN A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, T14S, R13E, G & SRB & M., PIMA COUNTY, ARIZONA

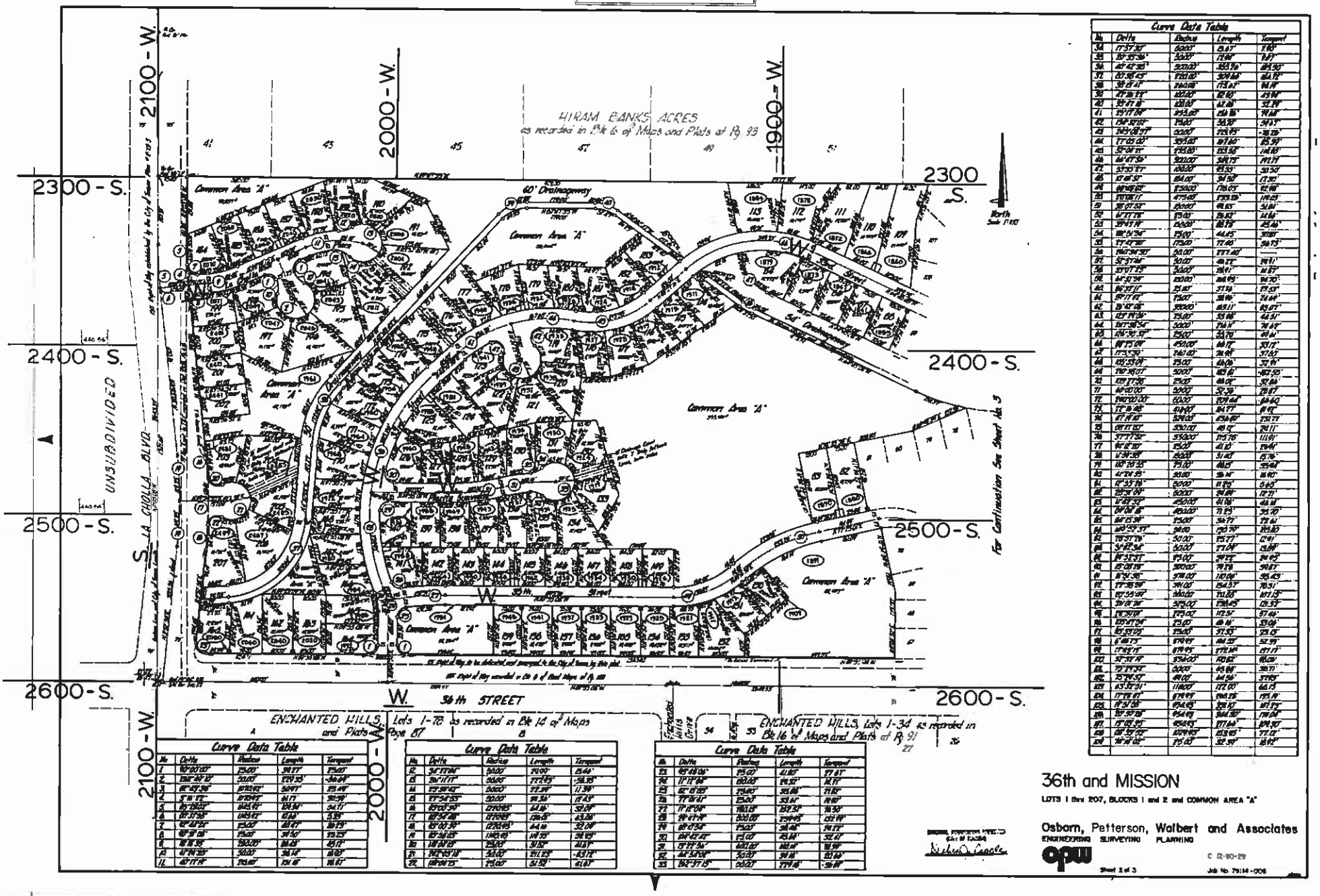
Osborn, Petterson, Walbert and Associates
ENGINEERING SURVEYING PLANNING
opw 575 E. East Coast Road, Tucson, Arizona 85715

C 12 80-29

Sheet 1 of 3

Job No. 79-14 (80)

ANNOTATED COPY



Curve Data Table

No.	Delta	Radius	Length	Tangent
1	90°00'00"	25.00'	39.27'	25.00'
2	106°26'12"	50.00'	92.93'	64.24'
3	89°59'58"	970.00'	34.91'	17.46'
4	5°16'55"	870.00'	80.17'	40.09'
5	89°59'58"	1025.00'	134.94'	84.11'
6	09°31'58"	1025.00'	17.04'	8.53'
7	90°00'02"	25.00'	39.27'	25.00'
8	90°00'00"	975.00'	34.90'	17.45'
9	89°59'58"	550.00'	86.39'	43.31'
10	91°26'02"	50.00'	79.14'	50.00'
11	90°33'58"	725.00'	114.18'	57.22'

Curve Data Table

No.	Delta	Radius	Length	Tangent
12	34°17'46"	300.00'	179.59'	92.66'
13	36°11'17"	150.00'	94.73'	48.95'
14	123°38'42"	60.00'	129.46'	107.39'
15	177°34'55"	20.00'	61.99'	19.93'
16	63°00'00"	270.00'	297.00'	165.96'
17	62°54'08"	270.00'	296.45'	163.38'
18	63°05'52"	270.00'	297.36'	165.04'
19	63°36'05"	1140.00'	1412.35'	784.92'
20	18°08'18"	250.00'	79.15'	39.93'
21	162°08'18"	30.00'	84.82'	59.73'
22	28°04'23"	1140.00'	558.34'	284.93'

Curve Data Table

No.	Delta	Radius	Length	Tangent
23	90°00'00"	25.00'	39.27'	25.00'
24	17°27'49"	600.00'	182.92'	92.19'
25	90°00'00"	25.00'	39.27'	25.00'
26	77°04'41"	130.00'	174.89'	102.00'
27	77°04'41"	130.00'	174.89'	102.00'
28	90°00'00"	25.00'	39.27'	25.00'
29	90°00'00"	975.00'	34.90'	17.45'
30	90°00'00"	25.00'	39.27'	25.00'
31	90°00'00"	975.00'	34.90'	17.45'
32	90°00'00"	25.00'	39.27'	25.00'
33	154°37'15"	30.00'	77.94'	57.84'

36th and MISSION

LOTS 1 thru 207, BLOCKS 1 and 2 and COMMON AREA "A"

Osborn, Petterson, Walbert and Associates
ENGINEERING SURVEYING PLANNING

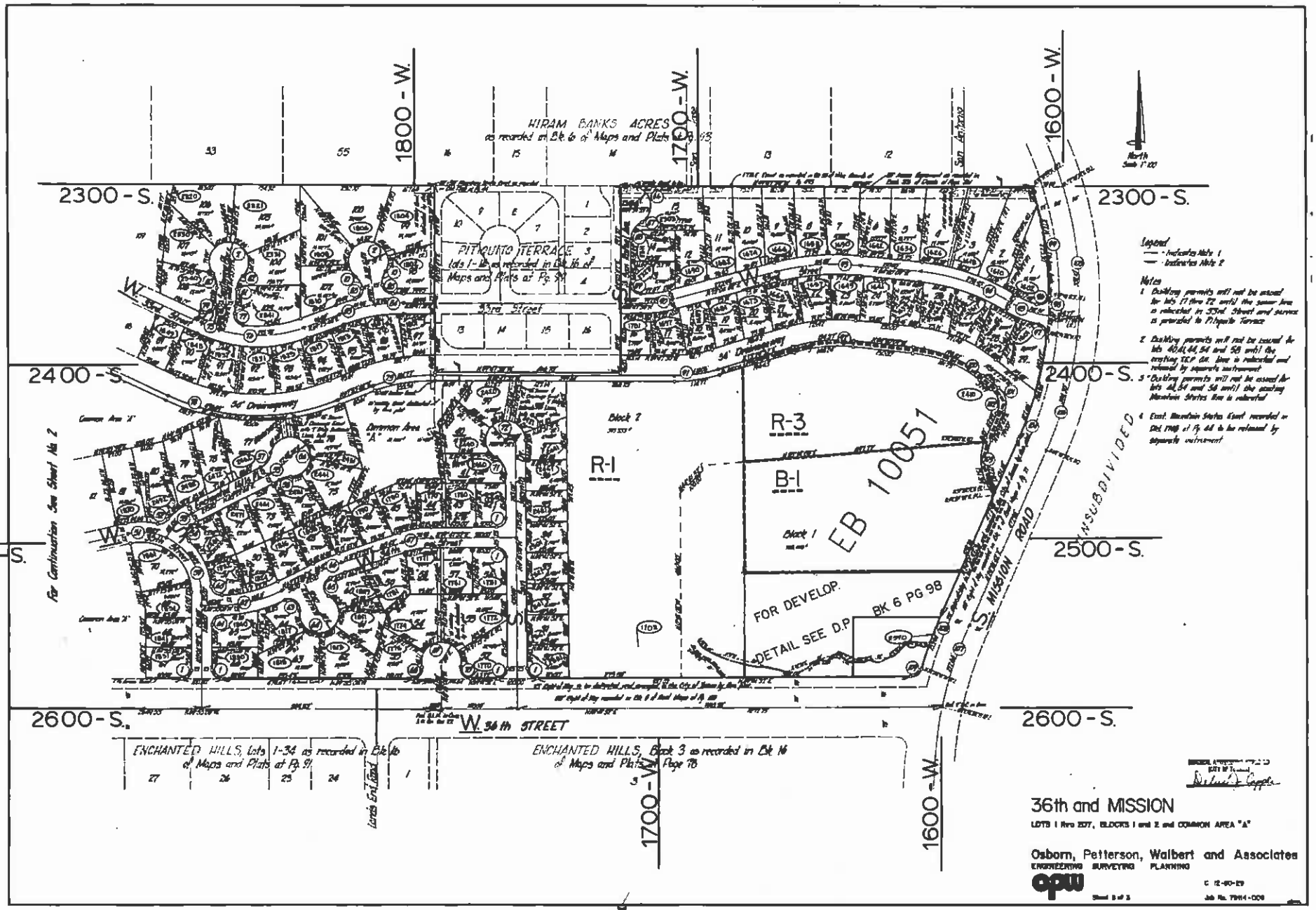
opw

C 12-90-29

Sheet 2 of 3

Job No. 79114-006

ANNOTATED COPY



BELVEDERE ESTATES

MP 35045

RECORDED: JUNE 9, 1982

*** THE FOLLOWING PLAT IS AN ANNOTATED VERSION OF THE ORIGINAL DOCUMENT. IT HAS BEEN ALTERED BY PIMA COUNTY DEVELOPMENT SERVICES TO SHOW ADDITIONAL INFORMATION. ORIGINAL COPIES MAY BE OBTAINED FROM THE PIMA COUNTY RECORDER***

APPROVALS

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED AS TO FORM AND CONTENT

Chuck L Bressi
PIMA COUNTY PLANNING DEPARTMENT — DATE 4-20-82

PIMA COUNTY DEPT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT — DATE 4-9-82

PIMA COUNTY DEPT OF WASTEWATER MANAGEMENT — DATE 4/12/82

I _____ CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, ON THIS 2nd DAY OF June, 1982.

Constance L. Harris
CLERK, BOARD OF SUPERVISORS — DATE 5-5-82

ANNOTATED COPY

CONSENT TO DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY ON THIS PLAT IN THE MANNER DESIGNATED HEREON, AND TO THE DEDICATION HEREON MADE BY STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 2040.

STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION

BY [signature] TITLE Vice President DATE 12-7-81

STATE OF ARIZONA } ss
COUNTY OF PIMA }

ON THIS THE 2nd DAY OF December 1981, BEFORE ME, Patricia J Leonard THE UNDERSIGNED OFFICER PERSONALLY APPEARED Frank C. McElwain KNOWN BY ME TO BE THE Vice President OF STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, AND THAT HE AS SUCH OFFICER BEING AUTHORIZED SO TO DO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF STEWART TITLE & TRUST OF TUCSON, AN ARIZONA CORPORATION, BY HIMSELF AS OFFICER, NOT IN ITS CORPORATE CAPACITY, BUT AS TRUSTEE OF THAT CERTAIN DEED OF TRUST DATED NOV 6, 1979 AND RECORDED NOV 20, 1979 IN DKT 6158 AT PG 550.

Patricia J Leonard — MY COMMISSION EXPIRES 3/1/84
NOTARY PUBLIC

ASSURANCES

SATISFACTORY ASSURANCES IN THE FORM OF A TRUST AGREEMENT FROM STEWART TITLE & TRUST OF TUCSON, TRUST NO. 2040 ___ RECORDED IN DKT 6158, PG 516-522, HAVE BEEN PROVIDED TO GUARANTEE STREET IMPROVEMENTS, DRAINAGE IMPROVEMENTS AND UTILITY IMPROVEMENTS (ELECTRIC, WATER & GAS) IN THIS SUBDIVISION.

CHAIRMAN, BOARD OF SUPERVISORS, PIMA COUNTY, ARIZONA — DATE 5-5-82

GENERAL NOTES

1. AREA OF SUBDIVISION : 72.91 ACRES
2. EXISTING AND PROPOSED ZONING : SR
3. NUMBER OF RESIDENTIAL LOTS : 21
4. THIS SUBDIVISION IS PROPOSED UNDER THE SR-CLUSTER DEVELOPMENT STANDARD OF PIMA COUNTY ZONING ORDINANCE. ALL LOTS SHALL BE 43,560 SQ FT OR MORE.
5. BASIS OF BEARING : WEST LINE OF SEC 29, T.14S., R.13E., PIMA COUNTY, ARIZONA, AS RECORDED IN BK 3, PG 95 OF SURVEY MAPS, SUCH BEARING BEING N.00°13'35"W.
6. ANY UTILITIES THAT MAY HAVE TO BE RELOCATED DUE TO THIS DEVELOPMENT WILL BE DONE SO AT NO EXPENSE TO PIMA COUNTY
7. ▲ - INDICATES EXISTING SURVEY MONUMENT, FOUND 3" BRASS CAP UNLESS OTHERWISE NOTED.
8. △ - INDICATES NEW SURVEY MONUMENT, SET 3" BRASS CAP, STAMPED "PE 13926"
9. • - INDICATES A NEW 14" STEEL PIN & ALUM. CAP, STAMPED "PE 13926" SET AT ALL PROPERTY LINE CORNERS AND AT ALL OTHER PROPERTY CORNERS, OR AS NOTED.
10. ■ - INDICATES A 6'±6' ELECTRIC / TELEPHONE EASEMENT FOR TRANSFORMER BOX
11. □ - INDICATES A 3'±3' ELECTRIC / TELEPHONE EASEMENT FOR TRANSFORMER BOX
12. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS.
13. ALL PUBLIC ROADS ON OR ADJACENT TO THIS SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS TO MINIMUM PIMA COUNTY STANDARDS FOR PAVED ROADS AND THAT CONSTRUCTION PLANS SHALL BE SUBMITTED TO THE PIMA COUNTY DEPT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT FOR REVIEW AND APPROVAL OR ASSURANCES ACCEPTABLE TO THE P.C.D.T.F.C.C.D. SHALL BE RECEIVED
14. SEWAGE DISPOSAL FOR LOTS 1 THRU 21 WILL BE BY PRIVATE INDIVIDUAL DISPOSAL SYSTEMS.
15. NO FURTHER SUBDIVIDING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE PIMA COUNTY BOARD OF SUPERVISORS
16. IF IN THE OPINION OF PIMA COUNTY DEPT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT VIOLATIONS OF THE ONE-FOOT NO ACCESS EASEMENT ARE CREATING HAZARDOUS CONDITIONS, THE PROPERTY OWNER SHALL INSTALL PHYSICAL BARRIER OR MODIFY EXISTING PHYSICAL BARRIER IN ORDER TO RESTRICT VEHICULAR ACCESS TO DESIGNATED POINTS OF INGRESS/EGRESS.
17. THE DATE OF APPROVAL OF THE CLUSTER REVIEW FOR THIS PROJECT WAS JUNE 23, 1981.
18. A FLOOD PLAIN USE PERMIT WILL BE OBTAINED FOR LOTS 3-10, 20 & 21 PRIOR TO THE ISSUANCE OF ANY PERMITS FROM THE ZONING INSPECTOR
19. THE AREA WITHIN THE 100-YR. FLOOD PRONE LIMITS REPRESENTS AN AREA WHICH IS SUBJECT TO FLOODING FROM A 100-YR FREQUENCY FLOOD. ALL LAND IN THIS DELINEATED FLOOD PRONE AREA SHALL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS STATED IN PIMA COUNTY ORD. #1974-86. ALL LOTS CONTAINING LAND WITHIN THE DELINEATED 100-YR. FLOOD PRONE AREA SHALL HAVE DEED RESTRICTIONS PLACED UPON THEM WHICH INDICATE COMPLIANCE WITH SAID ORDINANCE.
20. 2978 ---- INDICATES WATER SURFACE ELEVATION FROM A 100-YR FLOOD
21. ARIZONA EDGE ALLOY #4 ⅜" DIA. CRIMPING MATERIAL COMMON BOUNDARY COMMON AREA 'A' (PT 57)
22. ALL LOTS & STREETS ARE SUBJECT TO HILLSIDE DEVELOPMENT ZONE ORDINANCE.

CERTIFICATE OF WATER ADEQUACY

THIS DEVELOPMENT LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

John B Oder 4-9-82
ARIZONA WATER COORDINATOR

CITY OF TUCSON
Annexed 12-7-82
Ord. 5687
MAP 18
ZONE SR

CERTIFICATION OF SURVEY

I, HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND/OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

ANTONY C. PEARD
REGISTERED PROFESSIONAL ENGINEER

DEDICATION

WE, THE UNDERSIGNED HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT. WE HEREBY CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY GRANT TO ALL UTILITY COMPANIES THE PRIVATE STREET AND THE DESIGNATED 10'X LOT WITHIN THE NATURAL COMMON AREA SHOWN HEREON FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES. ALL STREETS WITHIN THIS SUBDIVISION ARE TO REMAIN PRIVATE.

WE, THE UNDERSIGNED OUR SUCCESSORS AND ASSIGNS DO HEREBY SAVE PIMA COUNTY, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LAND NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER WHETHER SURFACE FLOOD OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED OTHER THAN AS SHOWN HEREON WITHOUT THE WRITTEN APPROVAL OF THE PIMA COUNTY FLOOD PLAIN. THE PRIVATE STREETS AND NATURAL COMMON AREA AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES. TITLE TO THE LAND OF ALL PRIVATE STREETS, UTILITY EASEMENTS AND NATURAL COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 8X 6794 AT PAGES 1284-1315 IN THE OFFICE OF PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF THE PRIVATE STREETS, UTILITY EASEMENTS AND NATURAL COMMON AREAS WITHIN THIS SUBDIVISION AS SHOWN HEREON

STEWART TITLE & TRUST OF TUCSON
AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO 2040

BY [signature] TITLE Assistant Vice President DATE 11-17-81

STATE OF ARIZONA } ss.
COUNTY OF PIMA }

ON THIS THE 17th DAY OF November 1981 BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY APPEARED Timothy B. Kinn KNOWN BY ME TO BE [illegible] OF STEWART TITLE & TRUST OF TUCSON, AND THAT HE/SHE AS SUCH OFFICER BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF STEWART TITLE & TRUST OF TUCSON, BY HIMSELF/HERSELF AS OFFICER.

Patricia J Leonard
NOTARY PUBLIC — MY COMMISSION EXPIRES 3-1-84

BENEFICIARIES OF SAID TRUST NO 2040 ARE AS FOLLOWS

RALEIGH VELAN, JOHN RAGHENTE, SUZELLE VELAN KERR, JOYCE E. REDFORD, TRE, AZ 85715
MOHAMMAD A. NASAB, ISABELLE NASAB; 3019 E. REDFORD TRE, AZ 85715
RAY VELAN, E. MERALYN & SANDRA SUZELLAN MACHAN, 3019 E. REDFORD TRE, AZ 85715
RAMZEY VELAN KERR & GRANVILLE A. KERR, 3019 E. REDFORD, TRE, AZ 85715

BELVEDERE ESTATES

LOTS 1 THRU 21

AND

NATURAL COMMON AREA & COMMON AREA 'A'

BEING A SUBDIVISION OF A PORTION OF THE N.1/2 OF SEC. 29, T.14S., R.13E., G.&S.R.B.&M., PIMA COUNTY, ARIZONA.

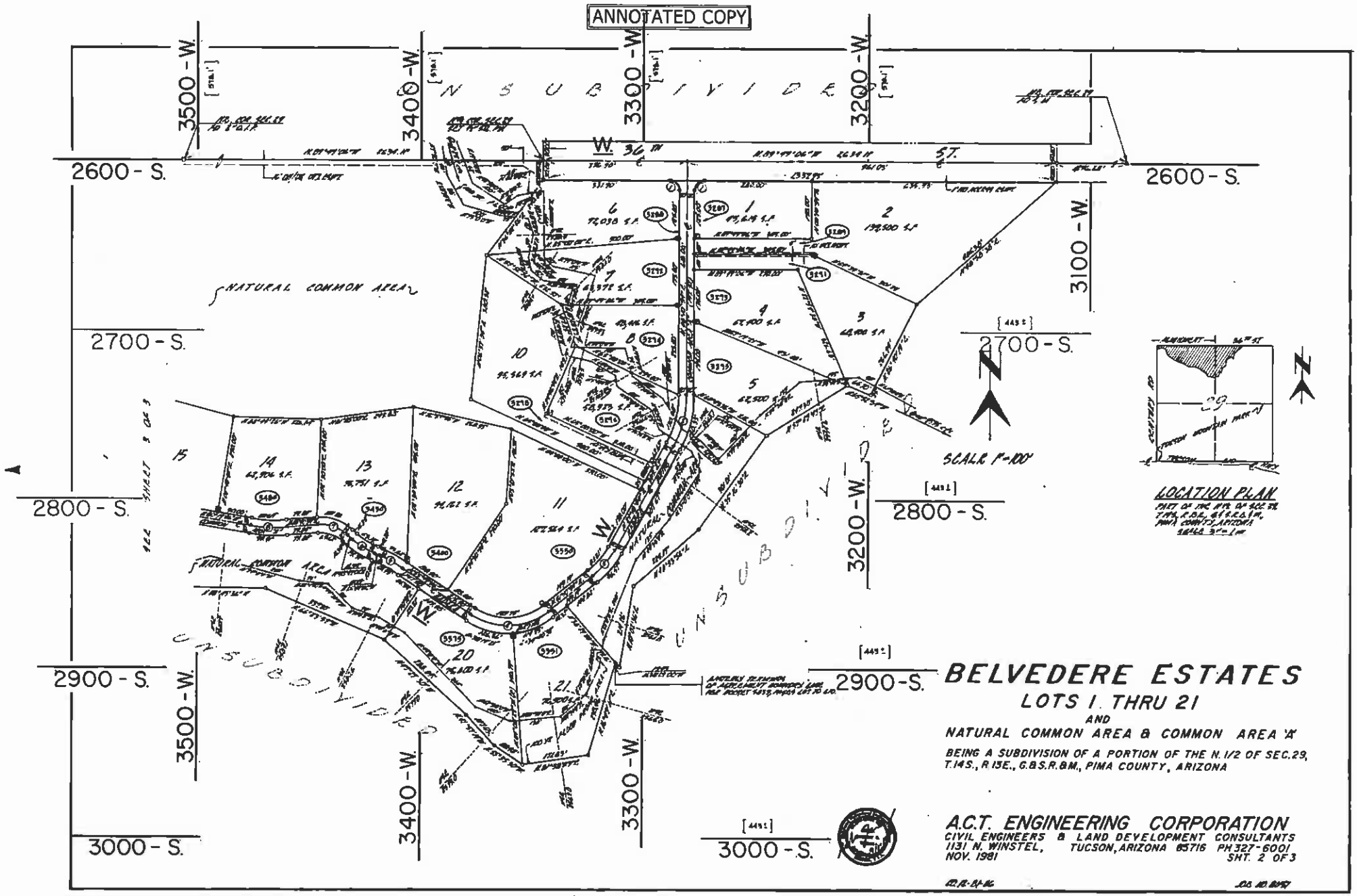
Cluster Development Option - See Sec. 610 k

A.C.T. ENGINEERING CORPORATION
CIVIL ENGINEERS & LAND DEVELOPMENT CONSULTANTS
1131 N. WINSTEL, TUCSON, ARIZONA 85716 PH 327-6001

NOV. 1981 — SHT. 1 OF 3

ACT-81-42 — JOB NO. 8151

ANNOTATED COPY



LOCATION PLAN

BELVEDERE ESTATES

LOTS 1 THRU 21

AND

NATURAL COMMON AREA & COMMON AREA 'A'

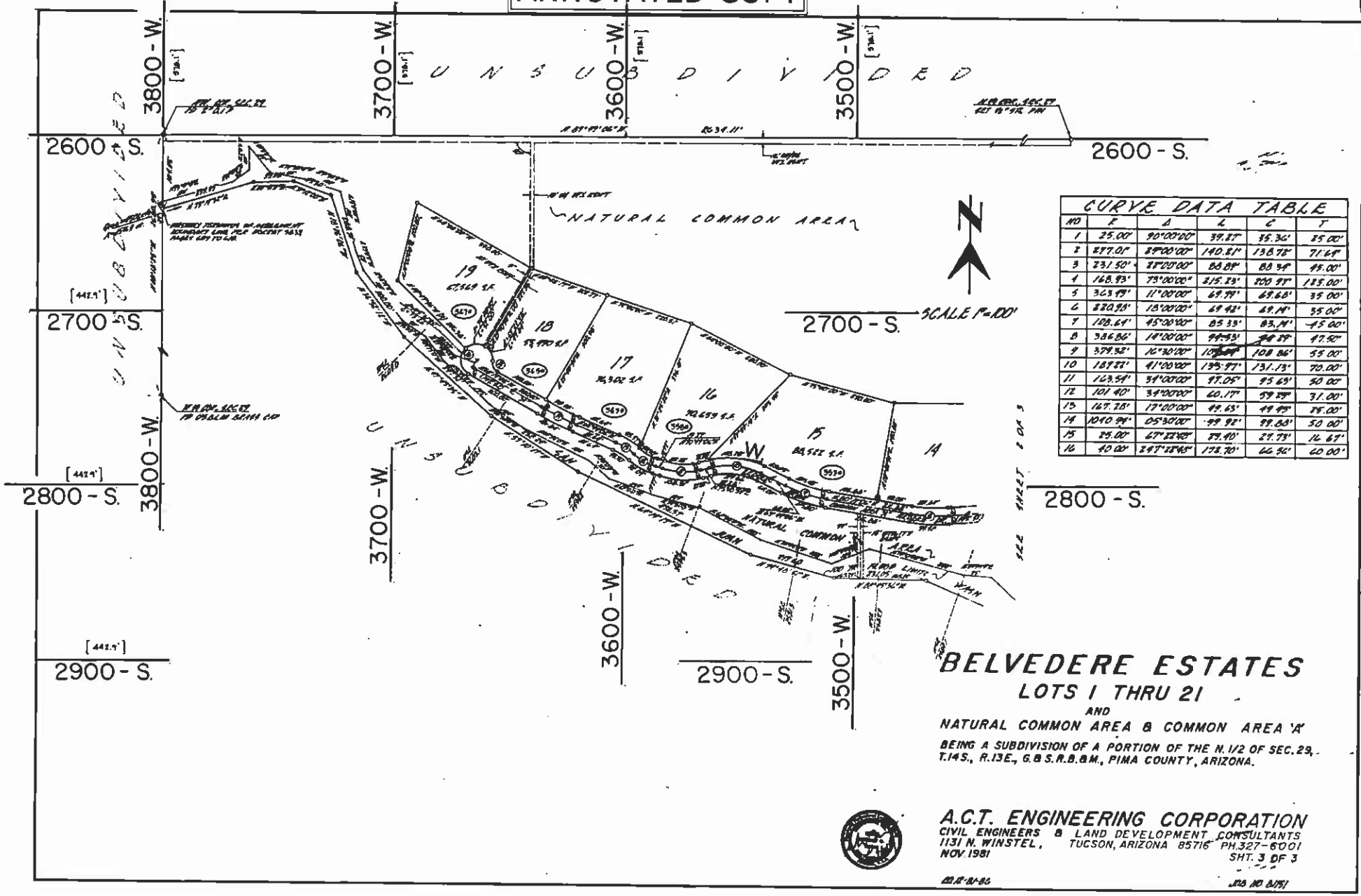
BEING A SUBDIVISION OF A PORTION OF THE N. 1/2 OF SEC. 29, T. 14 S., R. 13 E., G.&S.R.&M., PIMA COUNTY, ARIZONA

A.C.T. ENGINEERING CORPORATION
CIVIL ENGINEERS & LAND DEVELOPMENT CONSULTANTS
1131 N. WINSTEL, TUCSON, ARIZONA 85716 PH 327-6001

NOV. 1981

SHT. 2 OF 3

ANNOTATED COPY



CURVE DATA TABLE					
NO	R	Δ	L	C	T
1	25.00'	90°00'00"	39.27'	35.36'	25.00'
2	277.01'	29°00'00"	140.21'	138.75'	71.64'
3	231.50'	37°00'00"	66.89'	66.94'	95.00'
4	168.93'	73°00'00"	315.39'	300.97'	185.00'
5	363.99'	11°00'00"	69.79'	69.68'	35.00'
6	220.35'	18°00'00"	69.92'	69.14'	35.00'
7	108.64'	45°00'00"	85.33'	83.14'	45.00'
8	386.86'	14°00'00"	94.53'	94.29'	47.50'
9	379.32'	16°30'00"	109.27'	108.86'	55.00'
10	187.33'	41°00'00"	133.97'	131.13'	70.00'
11	163.54'	34°00'00"	97.05'	95.63'	50.00'
12	101.40'	34°00'00"	60.17'	59.29'	31.00'
13	147.76'	17°00'00"	43.63'	43.47'	26.00'
14	1040.96'	05°30'00"	99.92'	99.88'	50.00'
15	25.00'	47°22'00"	20.40'	19.79'	11.07'
16	40.00'	247°38'45"	172.70'	66.90'	60.00'

BELVEDERE ESTATES

LOTS 1 THRU 21

AND

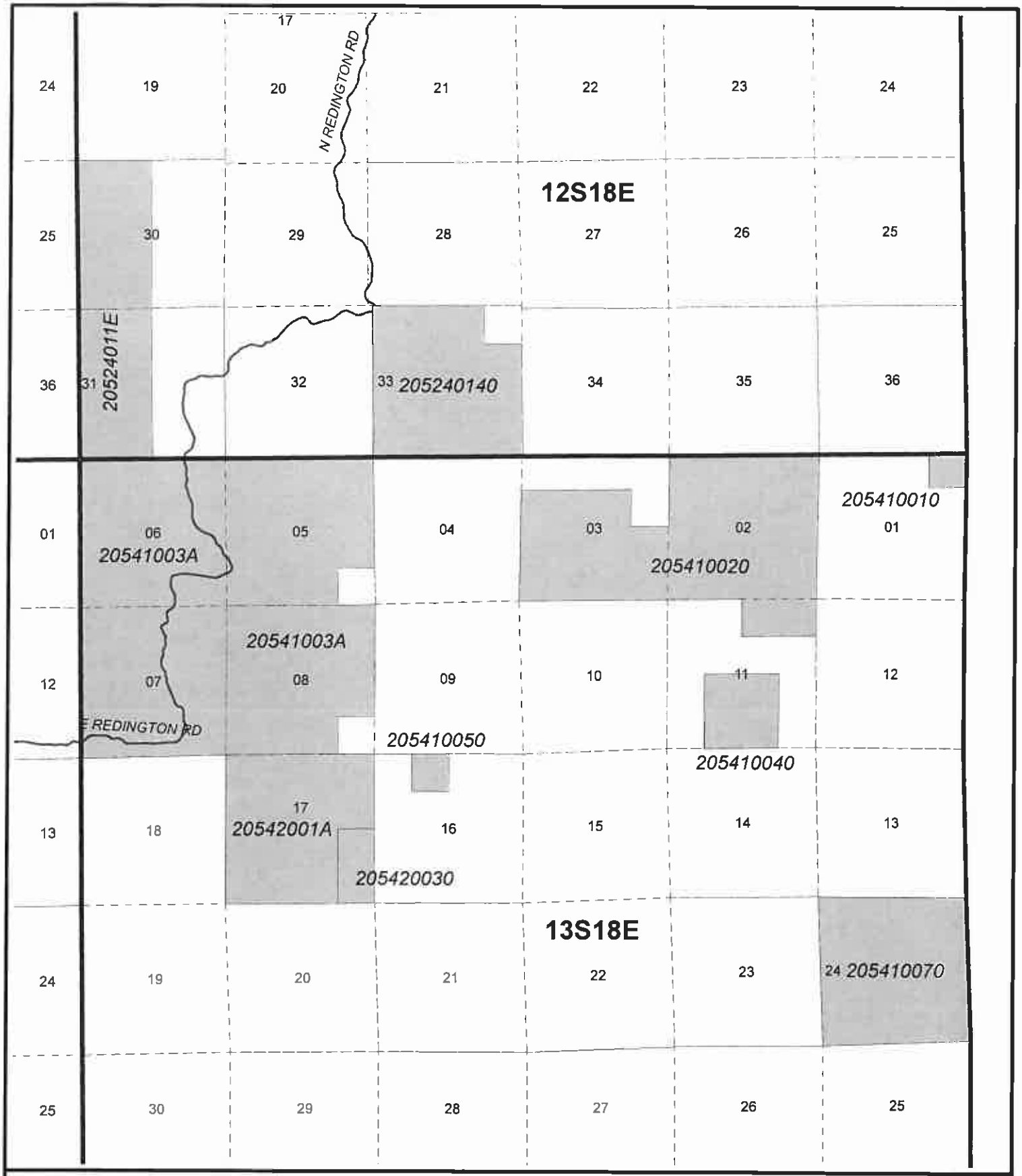
NATURAL COMMON AREA & COMMON AREA 'A'

BEING A SUBDIVISION OF A PORTION OF THE N. 1/2 OF SEC. 29, T.14S., R.13E., G.& S.R.B.&M., PIMA COUNTY, ARIZONA.

A.C.T. ENGINEERING CORPORATION
CIVIL ENGINEERS & LAND DEVELOPMENT CONSULTANTS
1131 N. WINSTEL, TUCSON, ARIZONA 85716 PH.327-6001

NOV 1981

SHT. 3 OF 3

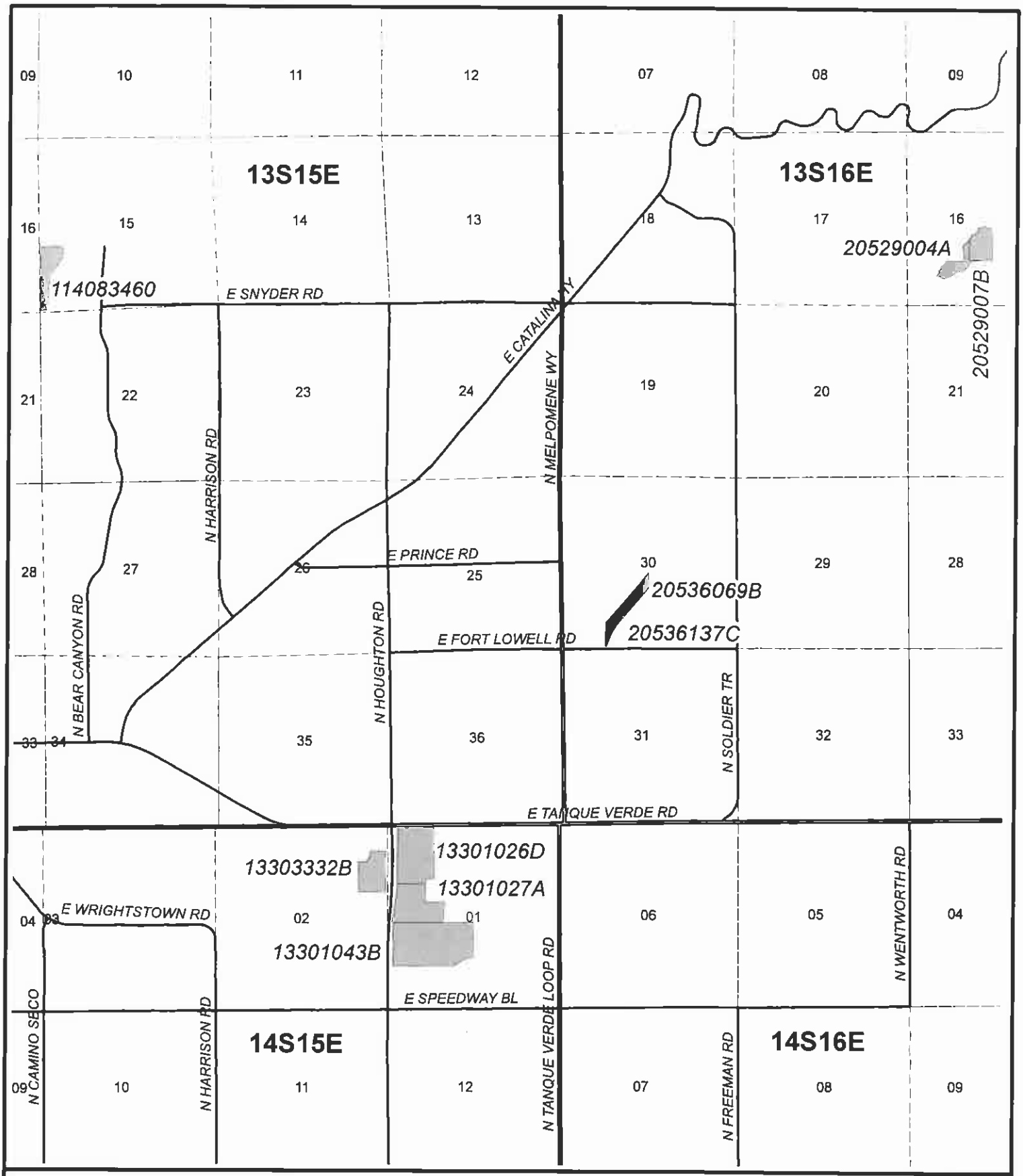


MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

0 2,500 ft

A7 Ranch (2)



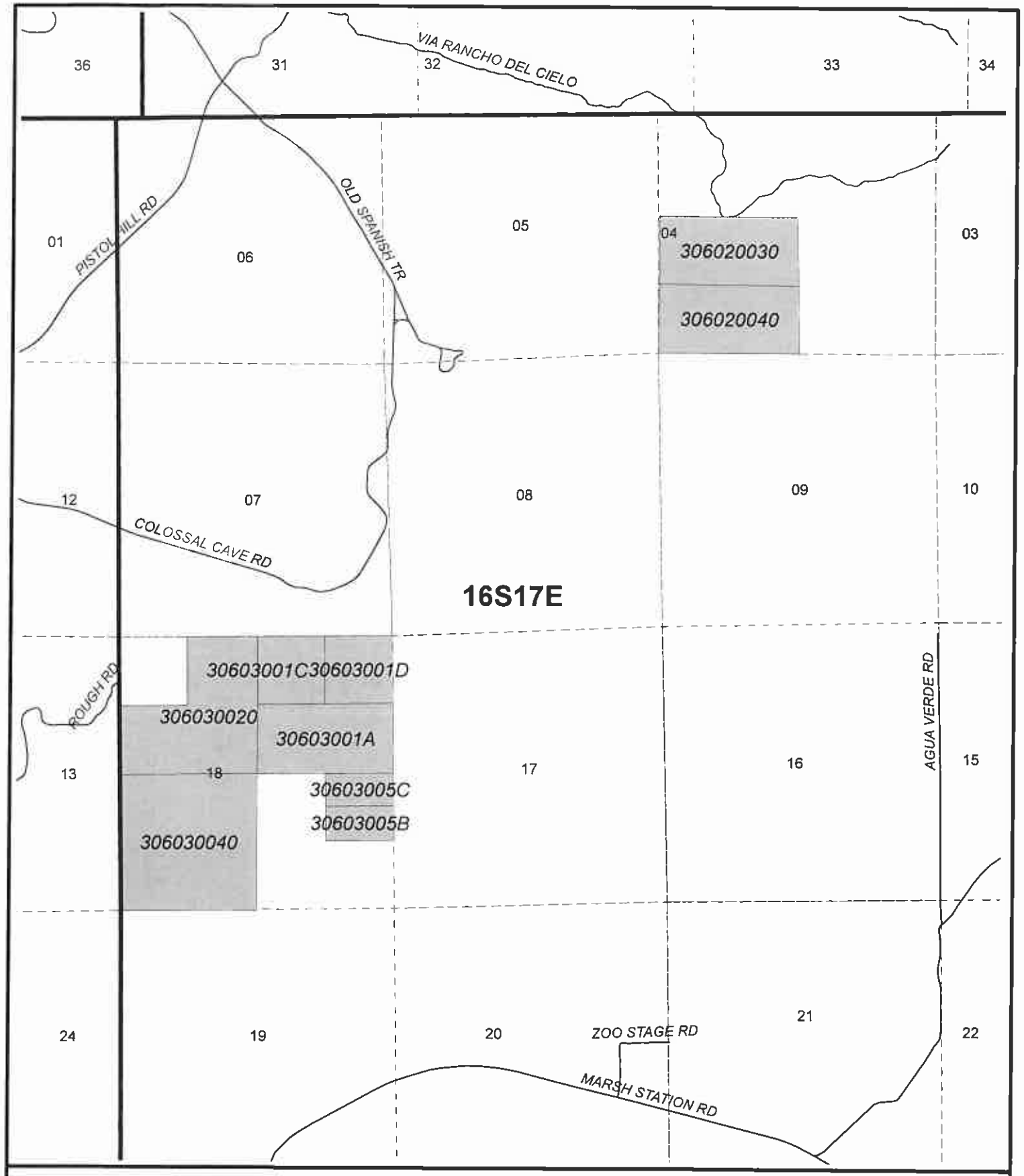
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 2,500 ft

Agua Caliente Creek (3)
Bear Creek Ranch (10)
Doucette (23), San Domingo (46)
Tanque Verde & Houghton (55)
Terra Rancho Grande (56)



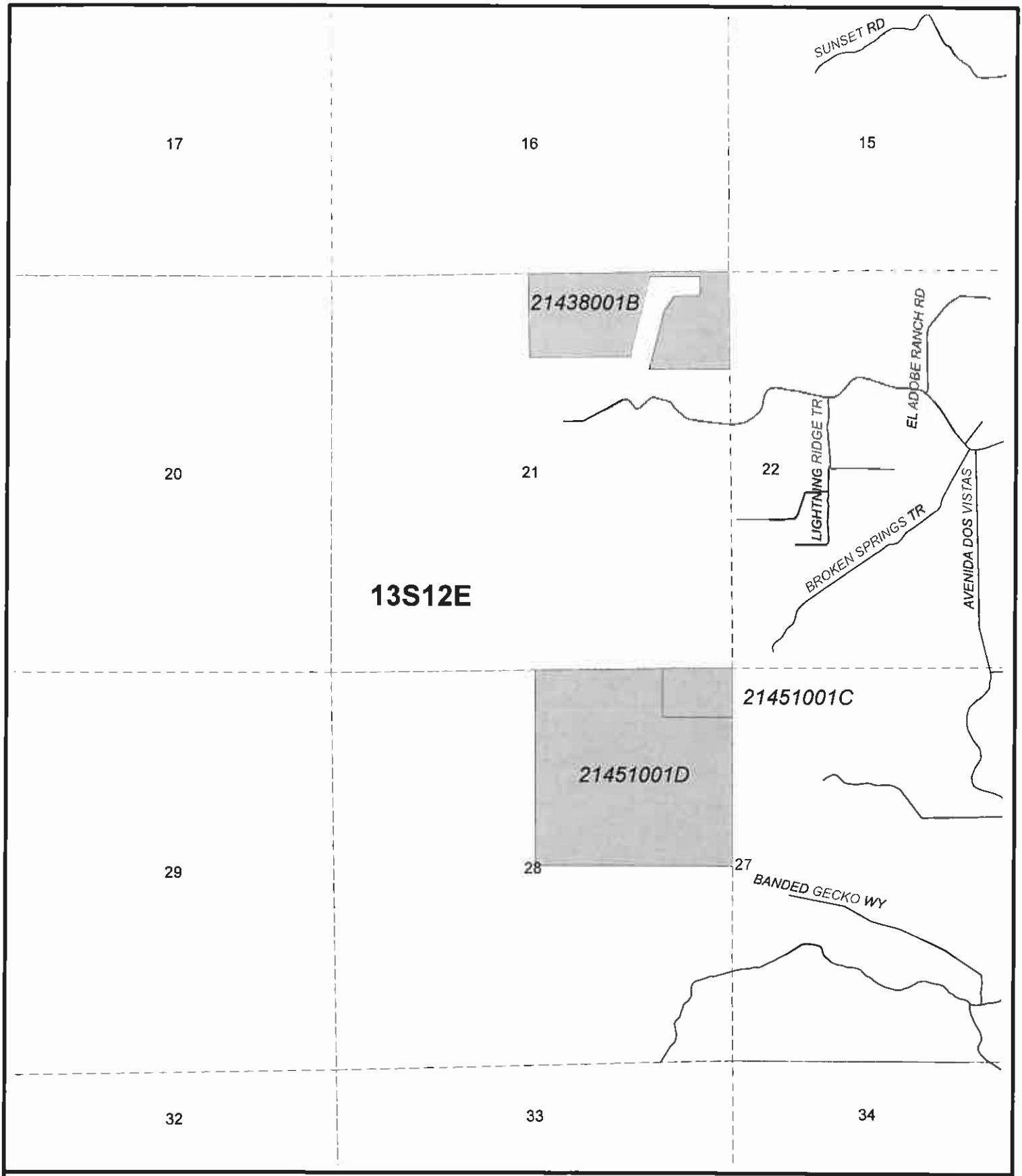
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

Agua Verde Creek (4)
Colossal Cave Mountain Park (18)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

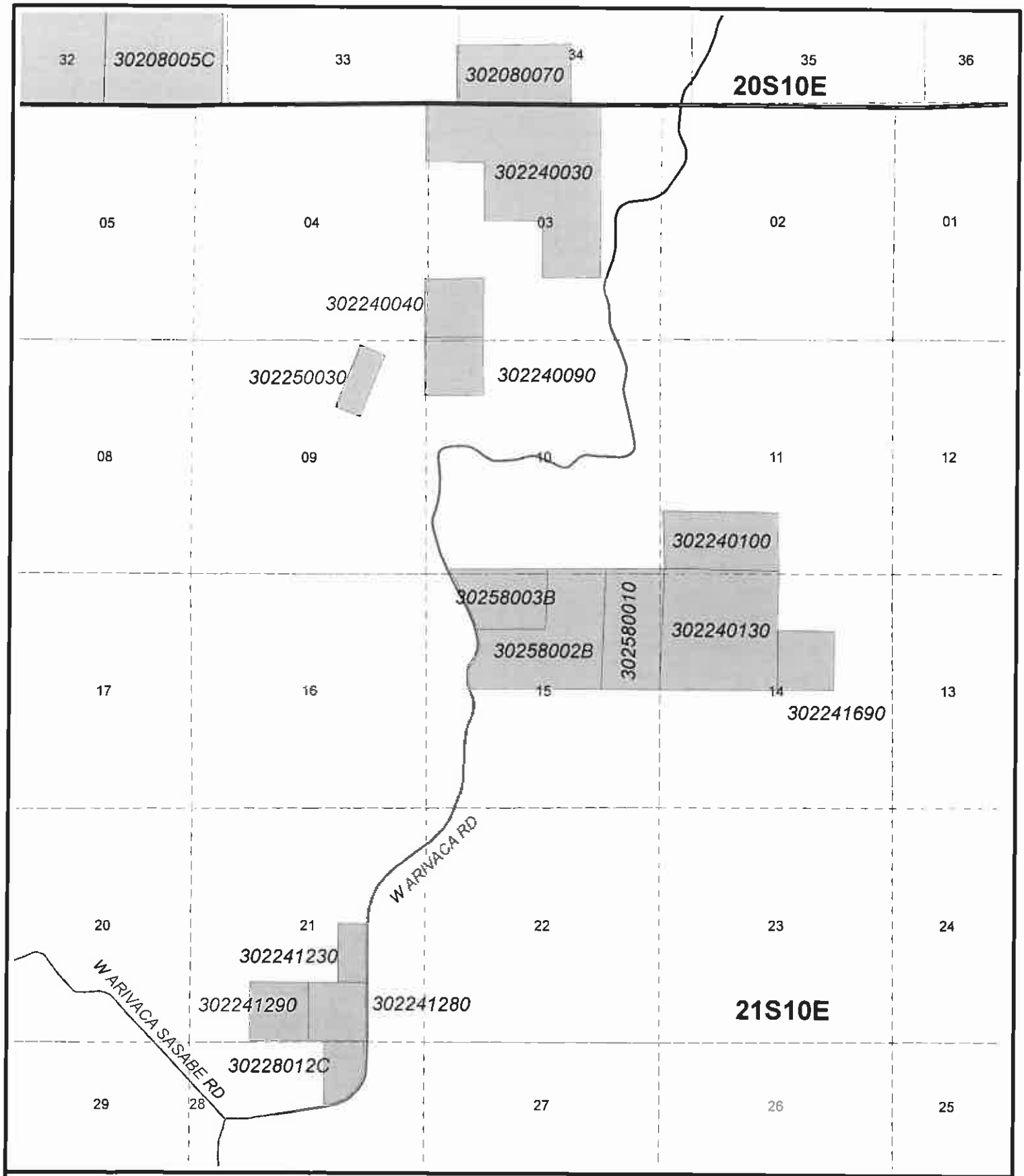
EXHIBIT C

N

0 1,000 ft

Andrada (5)
Malcolmson Donation (39)

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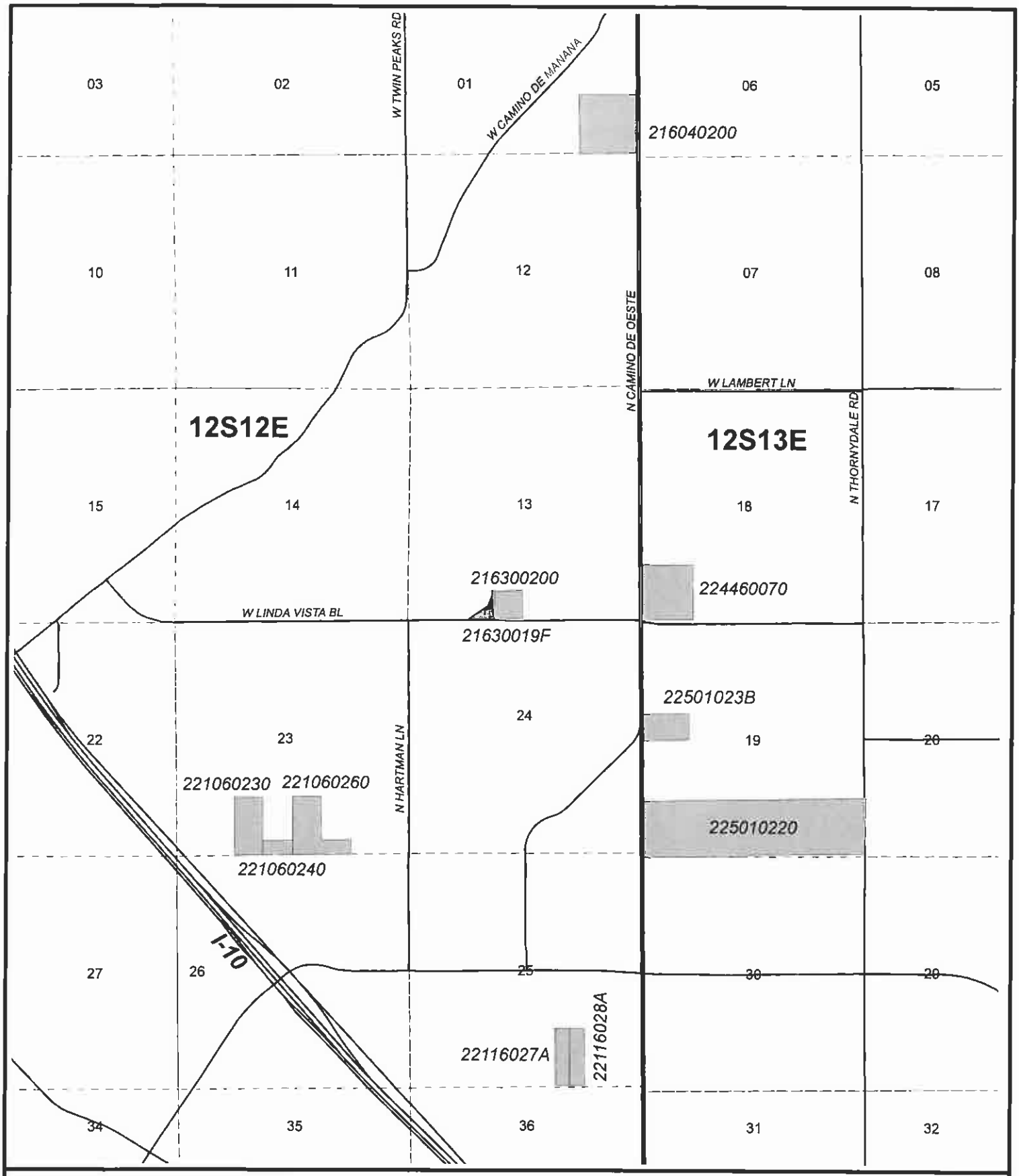
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 2,000 ft

Arivaca Open Space (6)
Rancho Seco (44)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

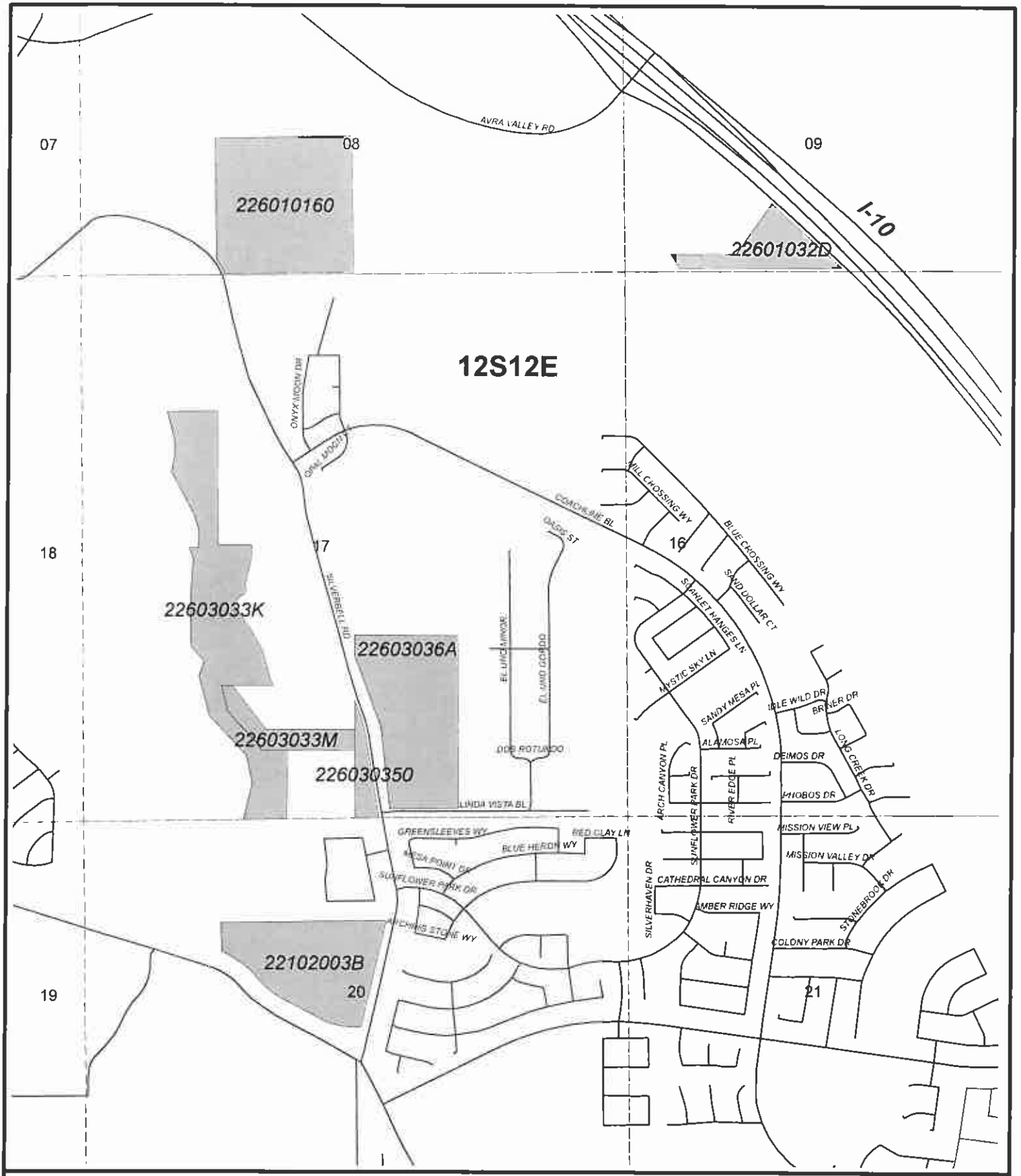
EXHIBIT C

N

0 1,500 ft

Arthur Pack OS (7)
Cortaro-Hartman (19)
Tang (29), Linda Vista (35)
Reid (45), Stevens (53)
DOT Section 7 (63)

No leased property is encumbered.



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

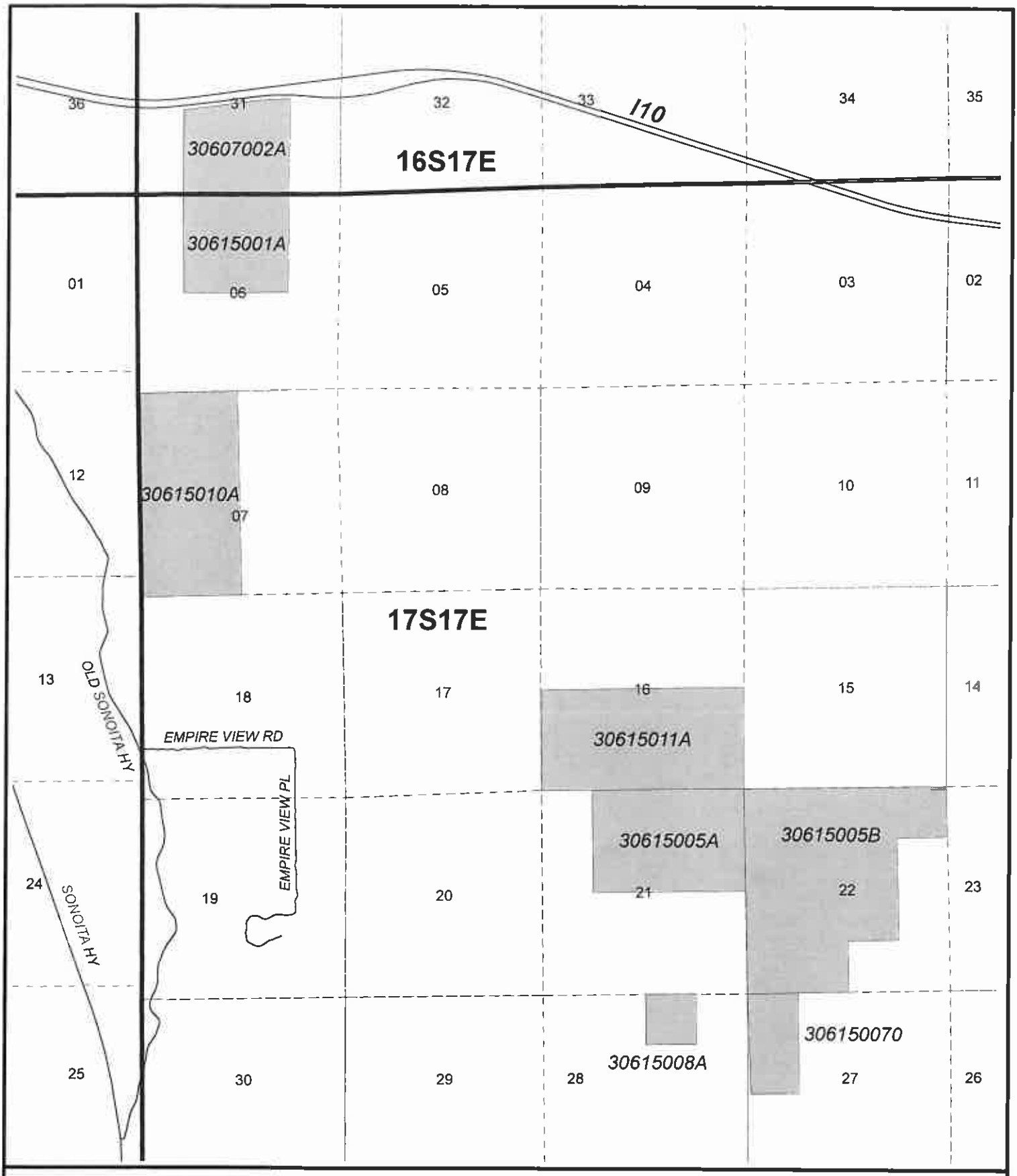
EXHIBIT C

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0 1,000 ft

Avra I-10 Wildlife Corridor (8)
Los Morteros (36)

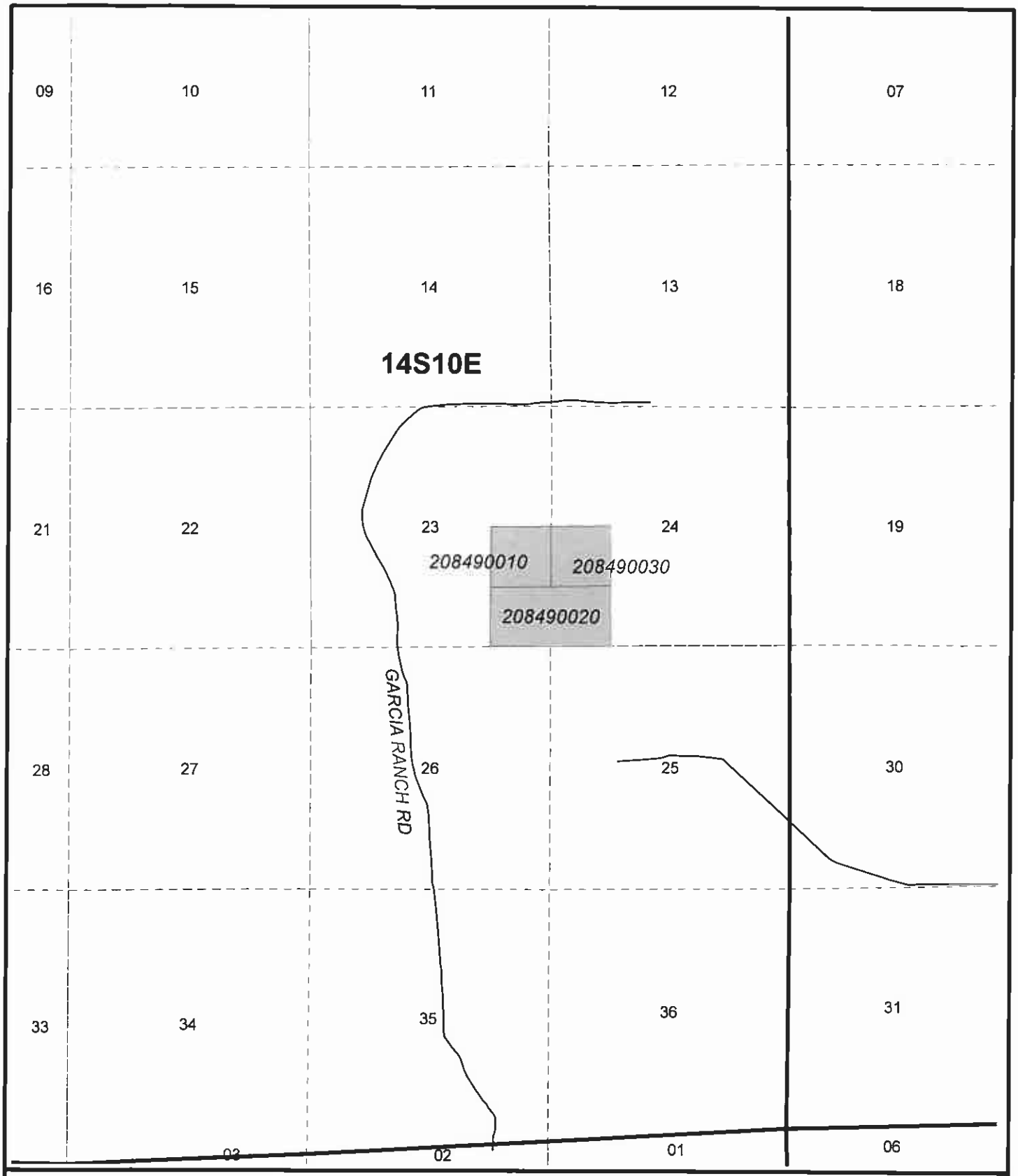
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MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

Bar V Ranch (9)



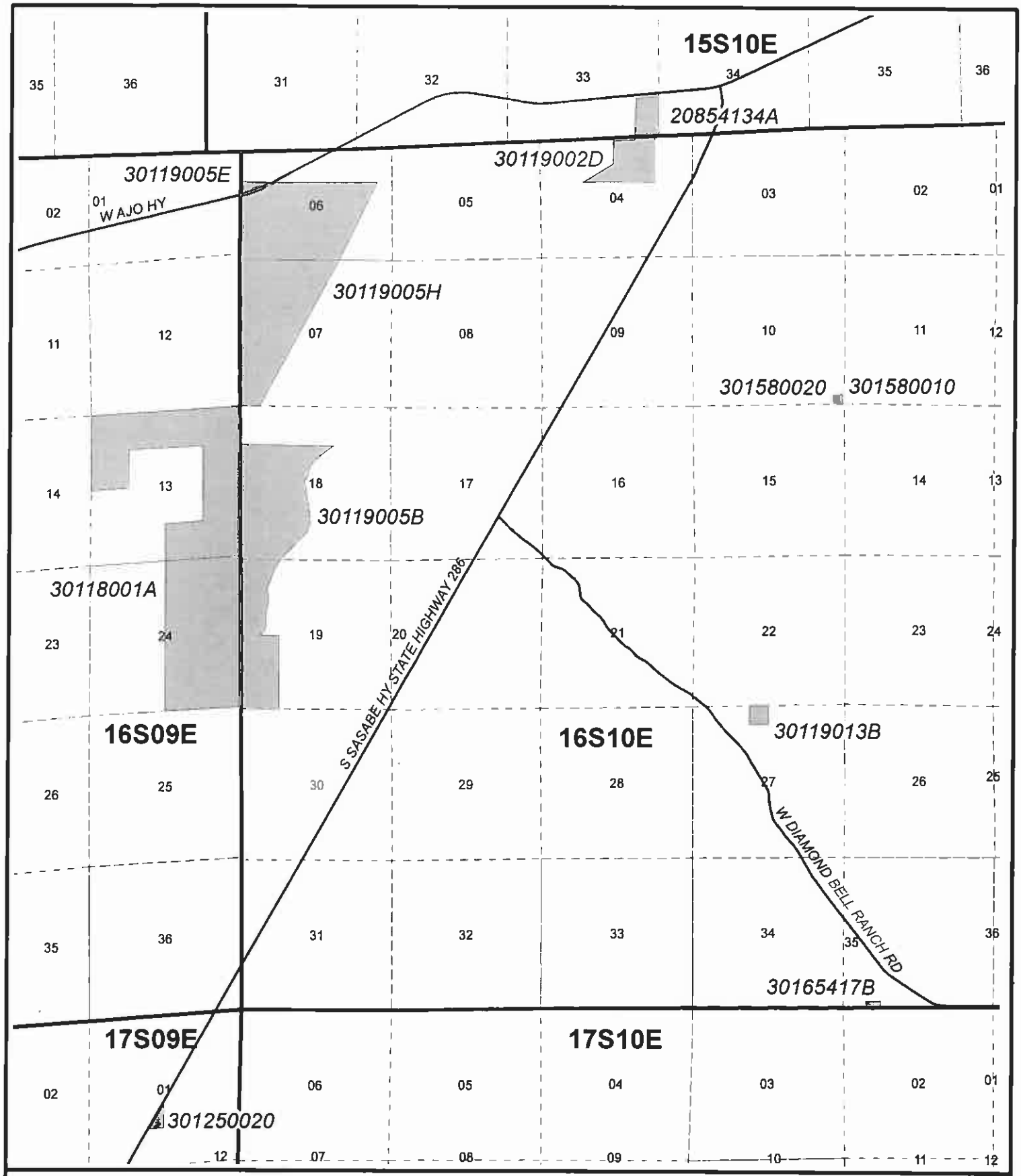
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

Bee (11)



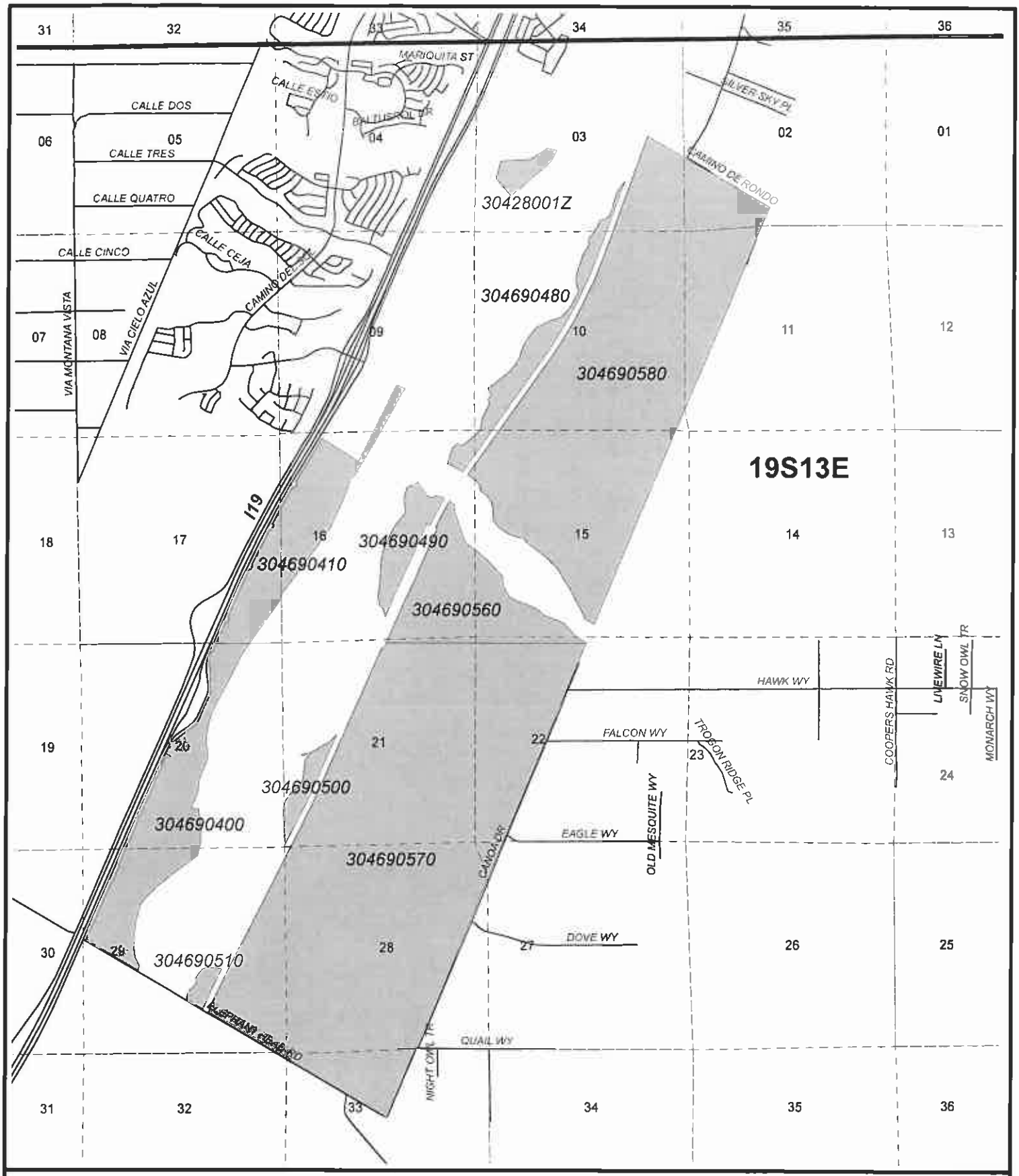
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 2,000 ft

Buckelew (12)
Diamond Bell Ranch (21)
King 98 Ranch (33)

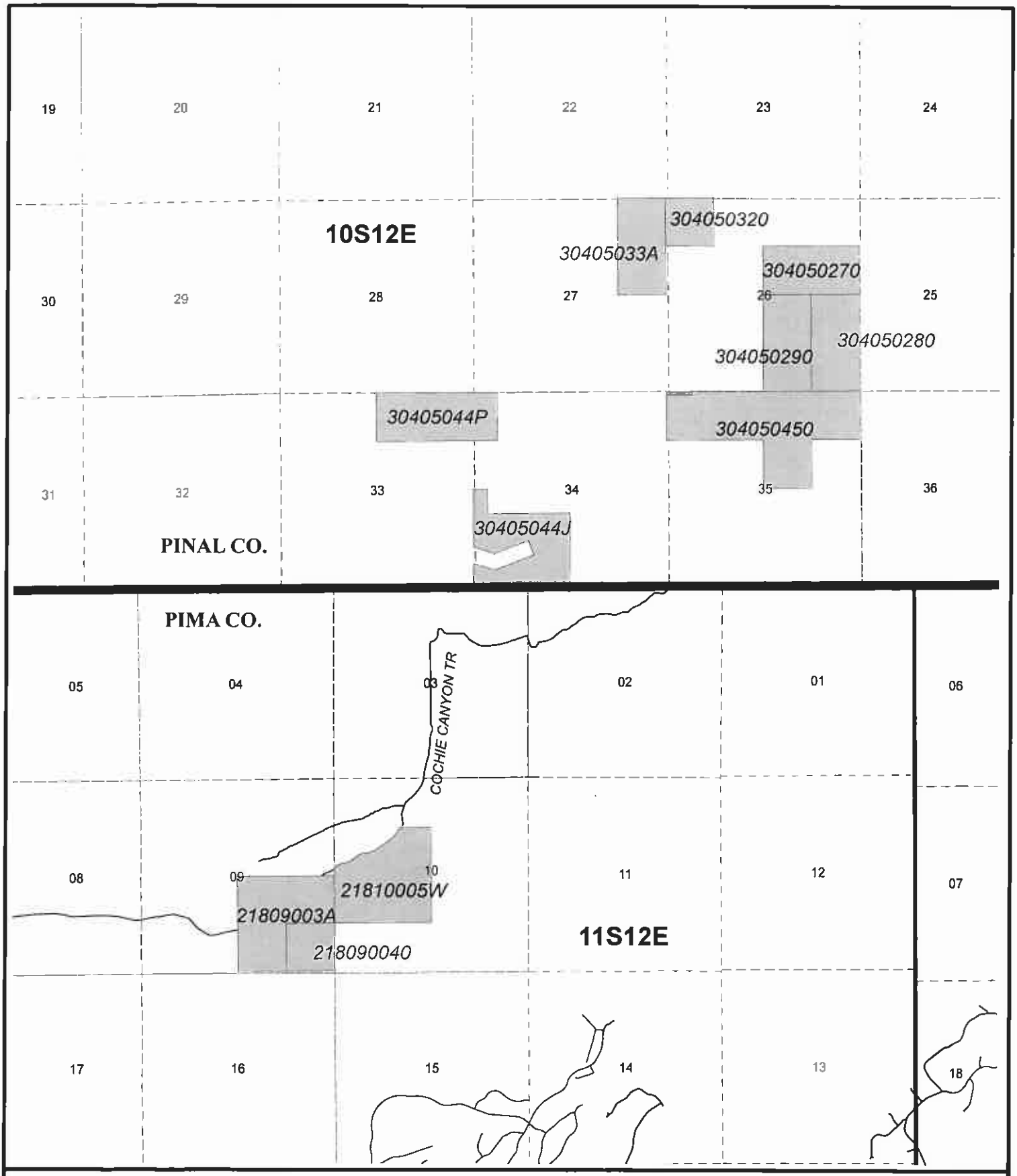


MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

0 2,000 ft

Canoa Ranch (13)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

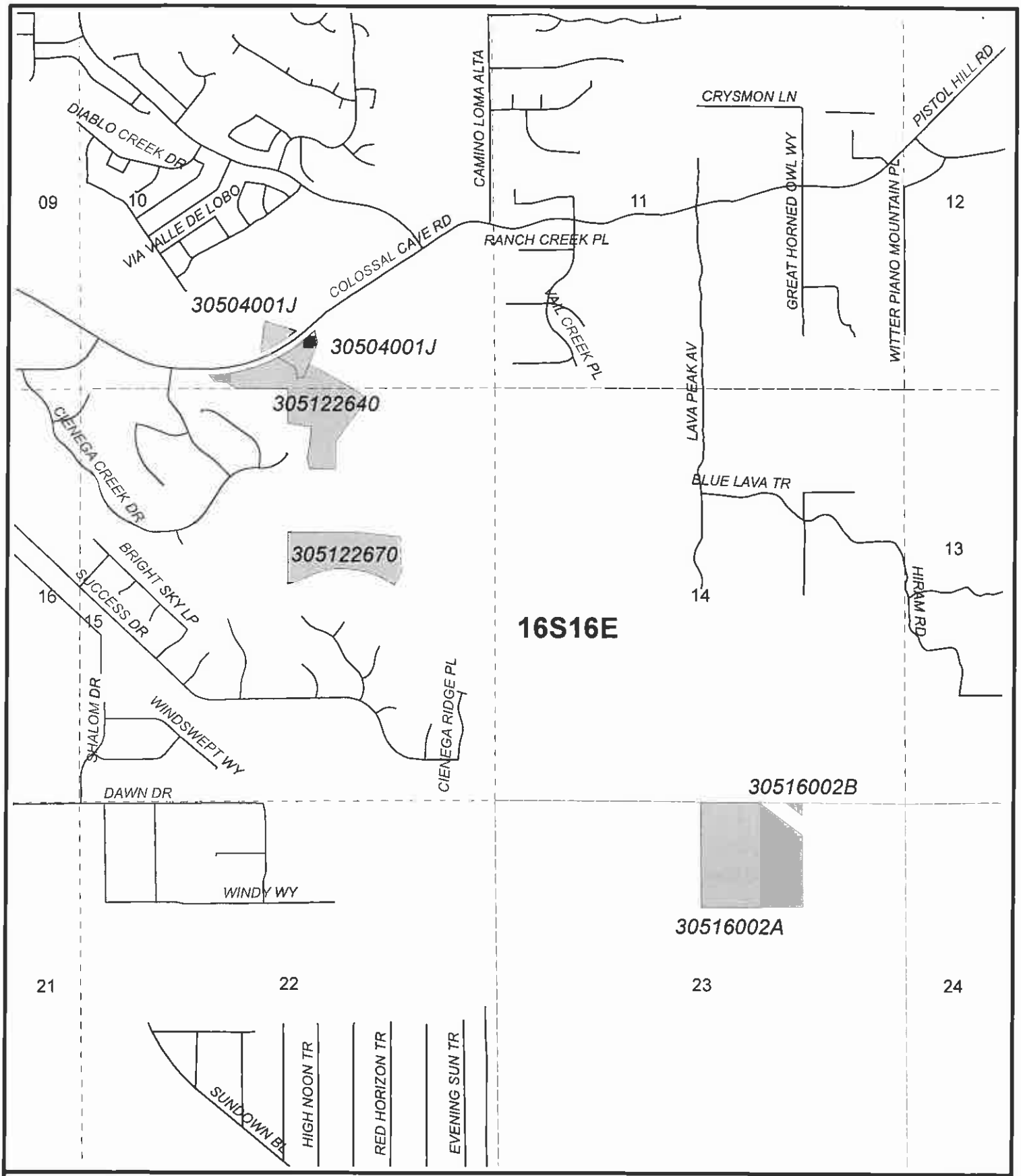
EXHIBIT C

N

0 2,000 ft

Carpenter Ranch (14)
Cochie Canyon (17)
DYBVIG (24)

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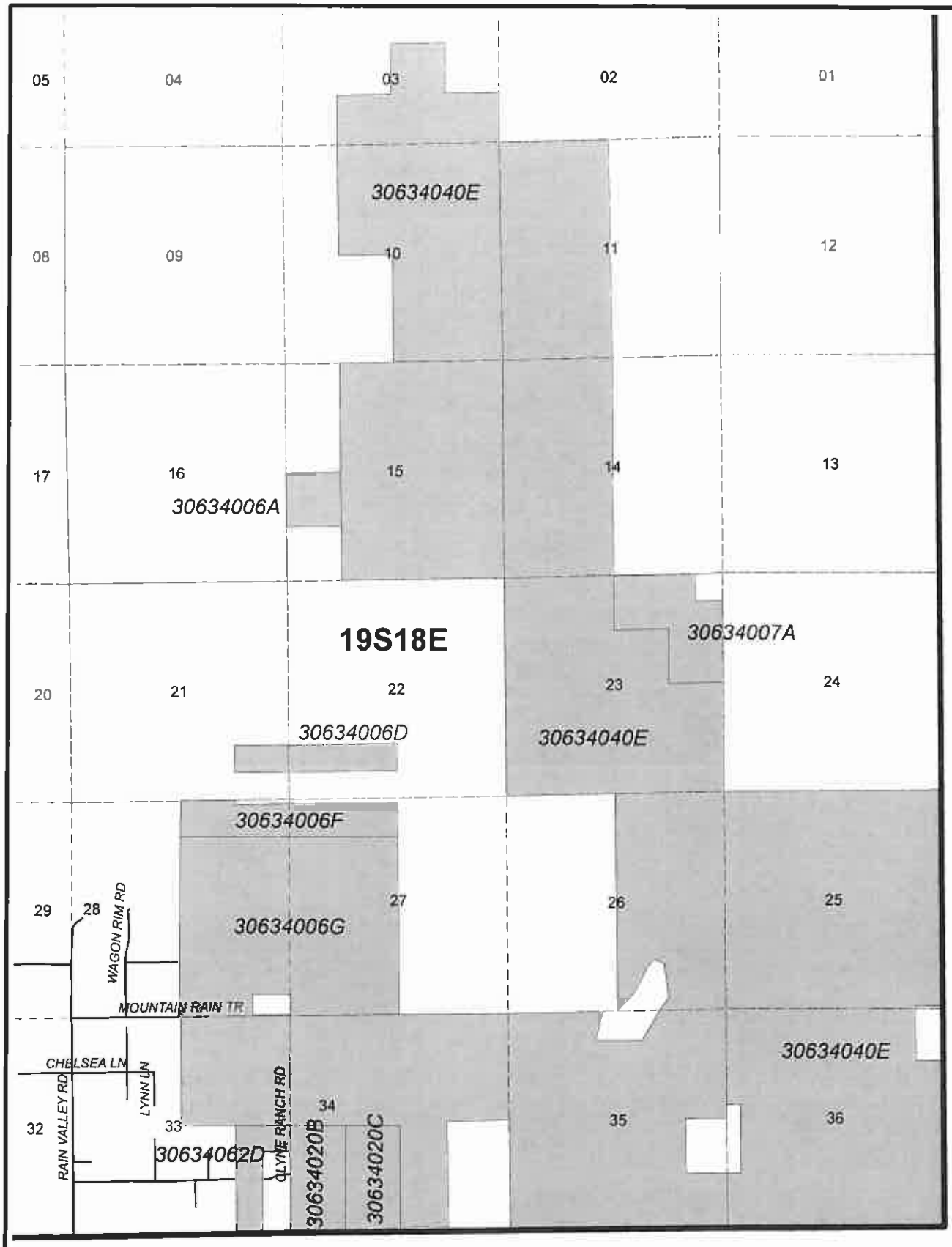
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,000 ft

Cienega Creek Natural Preserve (15)



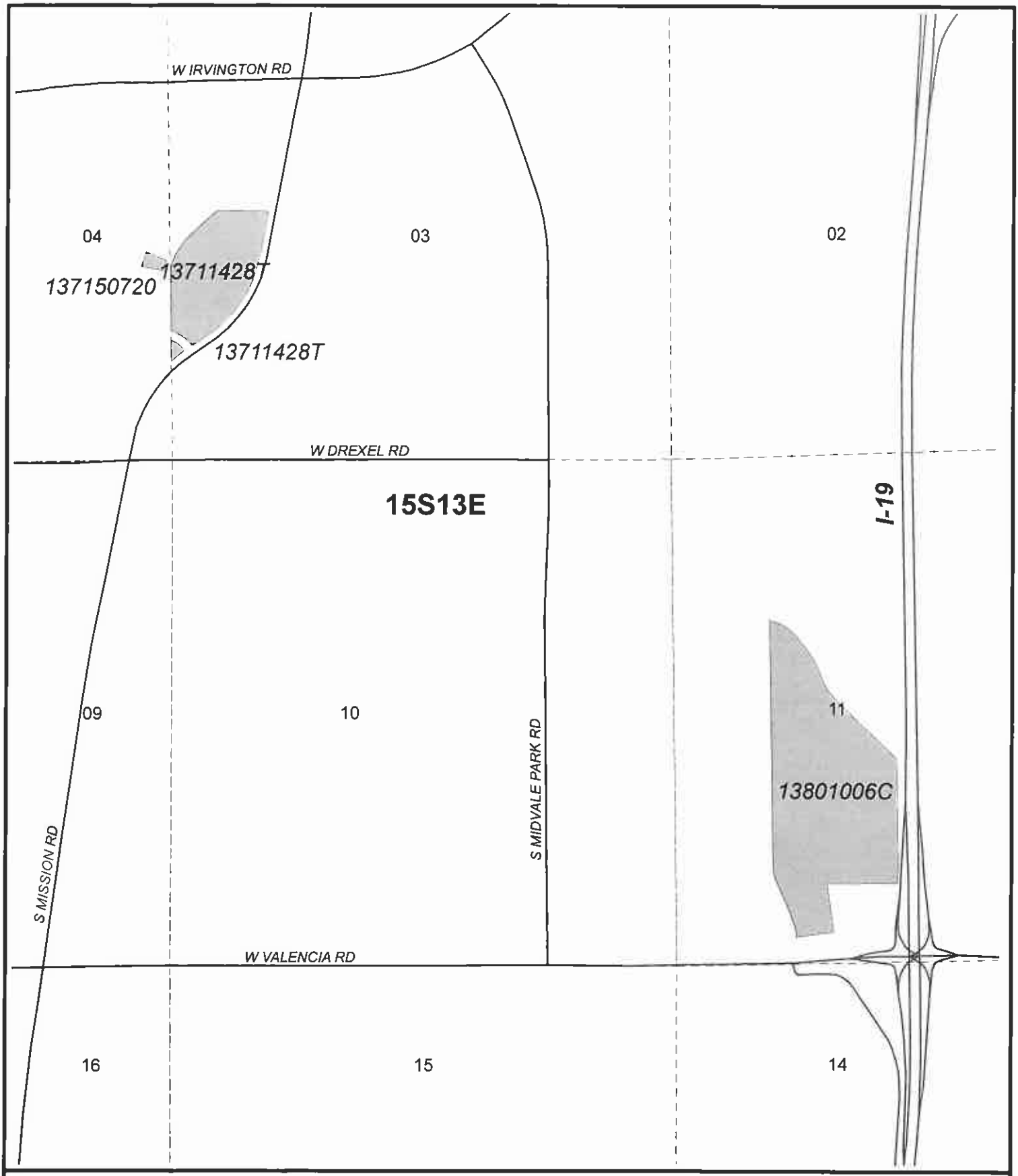
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 2,000 ft

Clyne Ranch (16)
Sands Ranch (47)



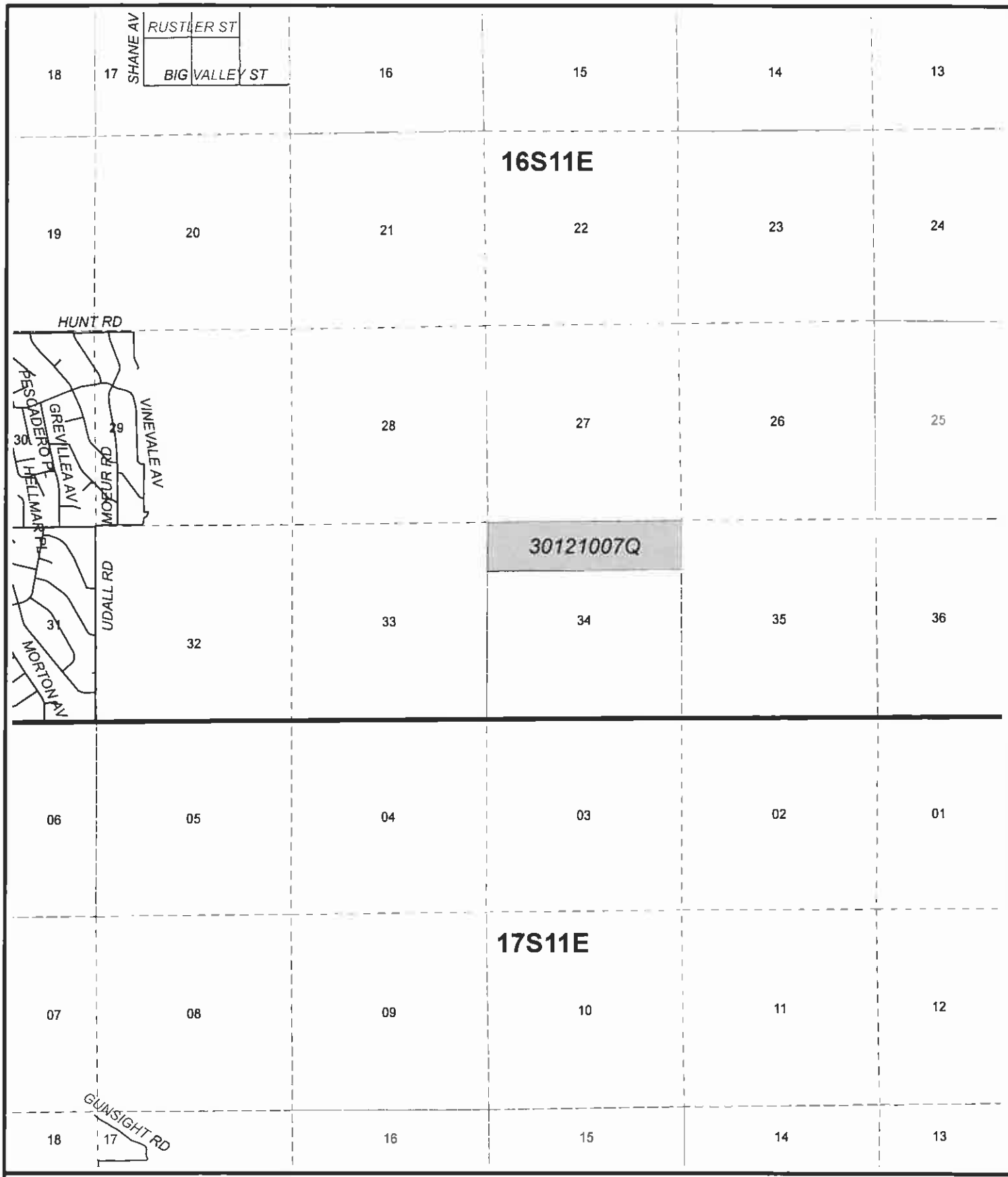
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 500 ft

Dakota Wash (20)
Valencia Archaeological Preserve (61)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

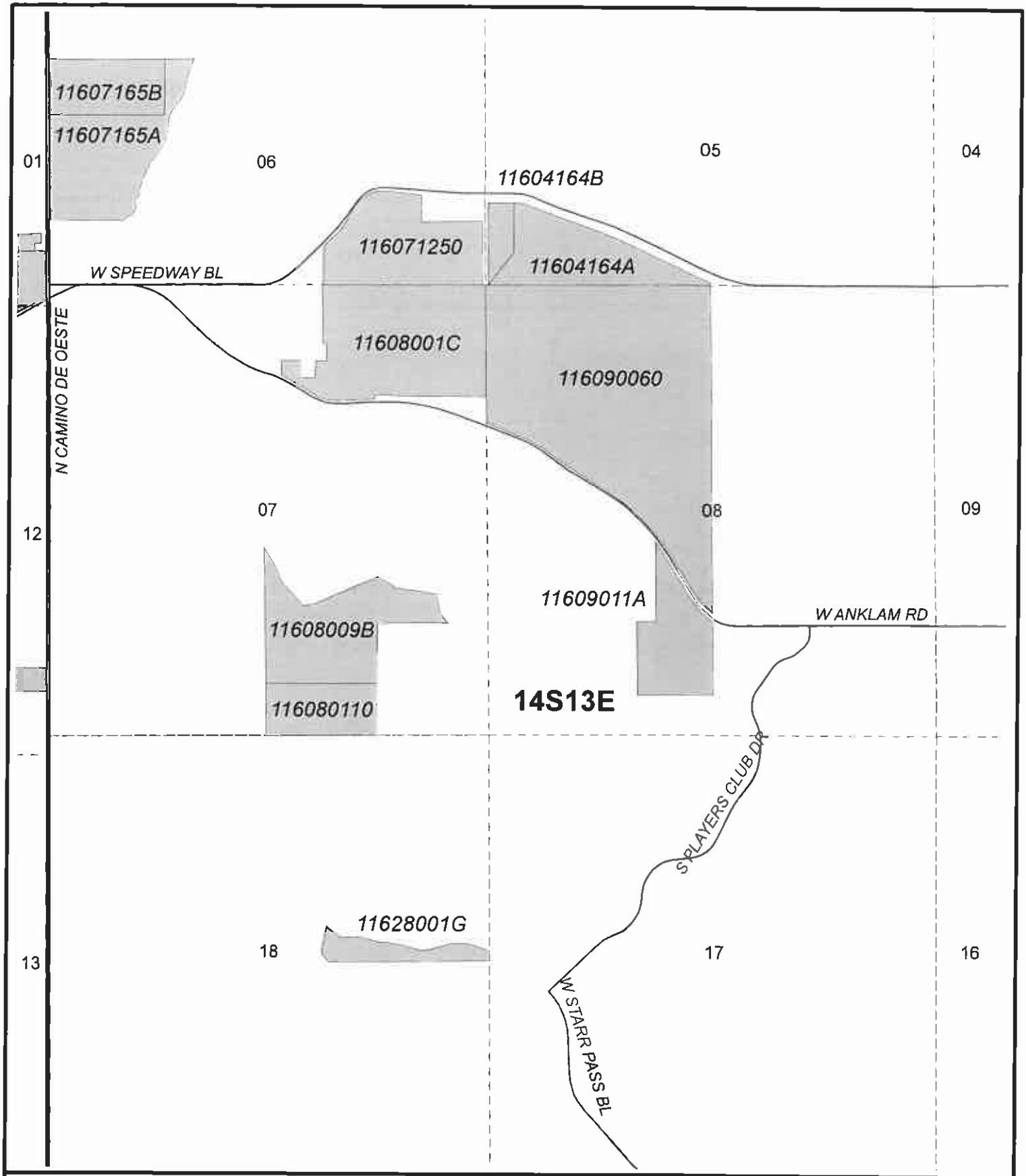
EXHIBIT C

N

0 2,000 ft

Diamond Bell Ranch (21)

\\gisbiz\apecorp\projects\fonseca\mxd\0822\pc_mscp_ExhibitC25.mxd



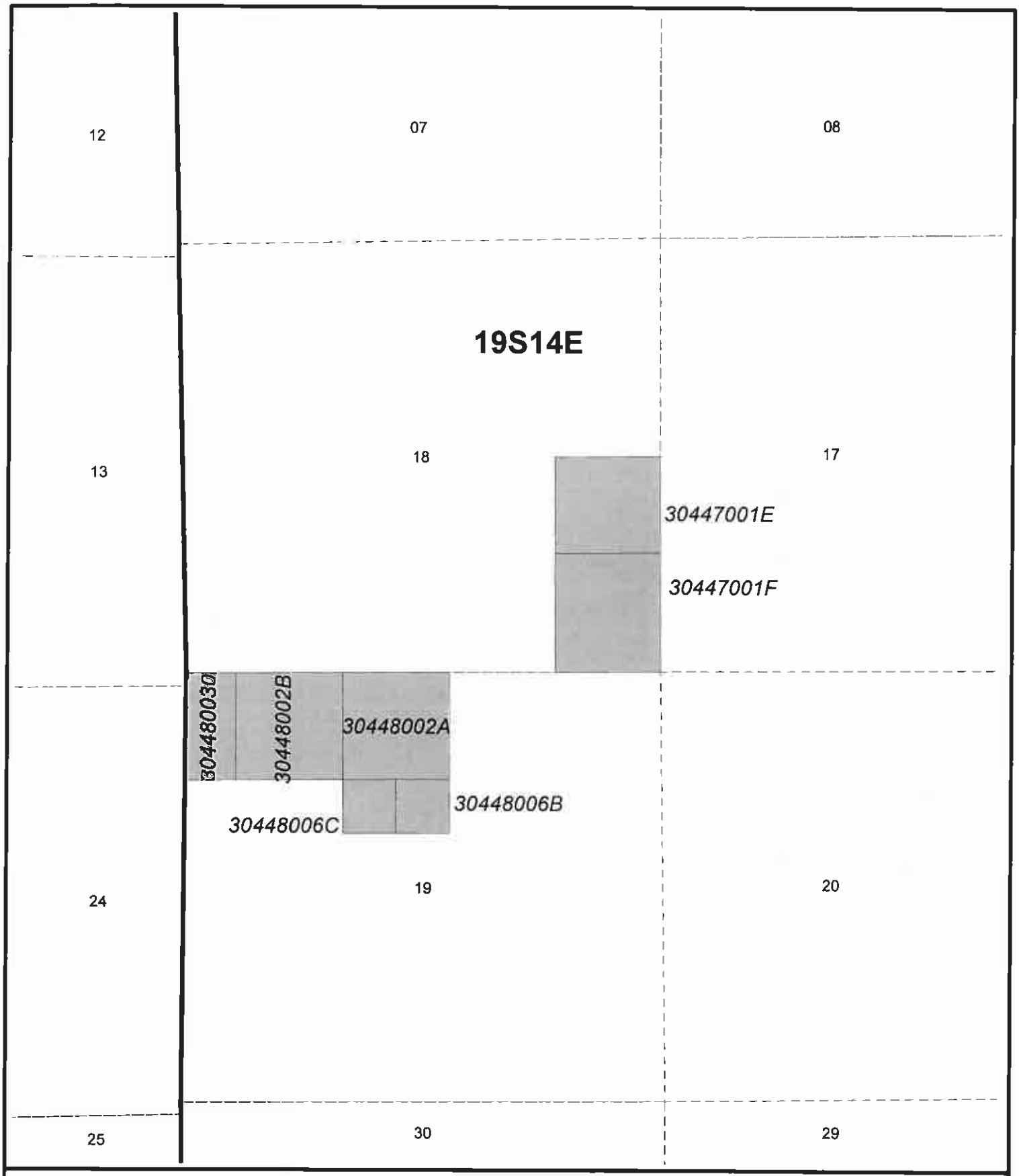
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,000 ft

Dos Picos(22)
Painted Hills (43)
Tucson Mountain Park (58)
Tucson Mountain Park
Biological Corridor (59)



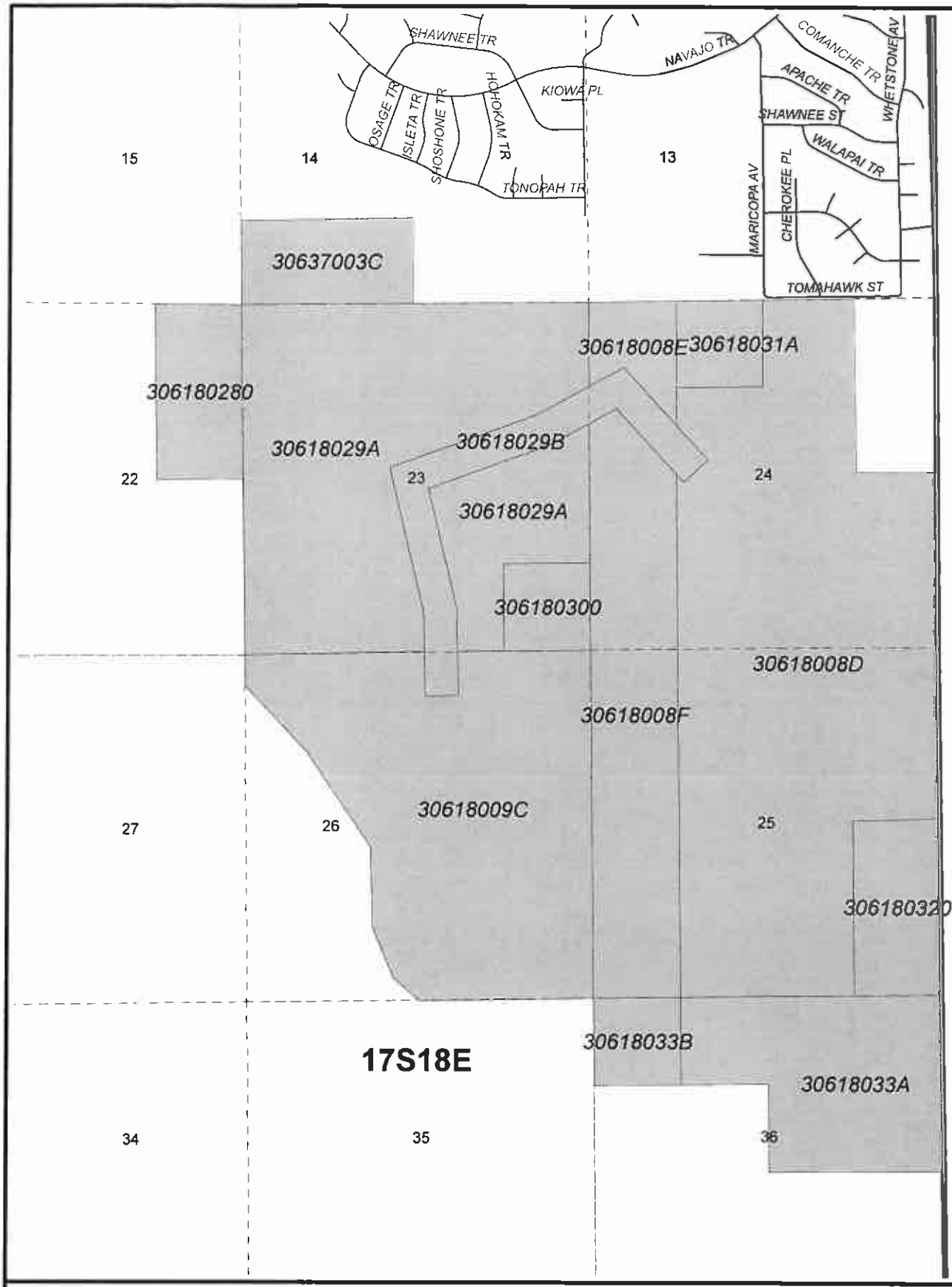
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,000 ft

Elephant Head (25), Easely (26)
Kreutz (27), South Wilmot LLC (50)



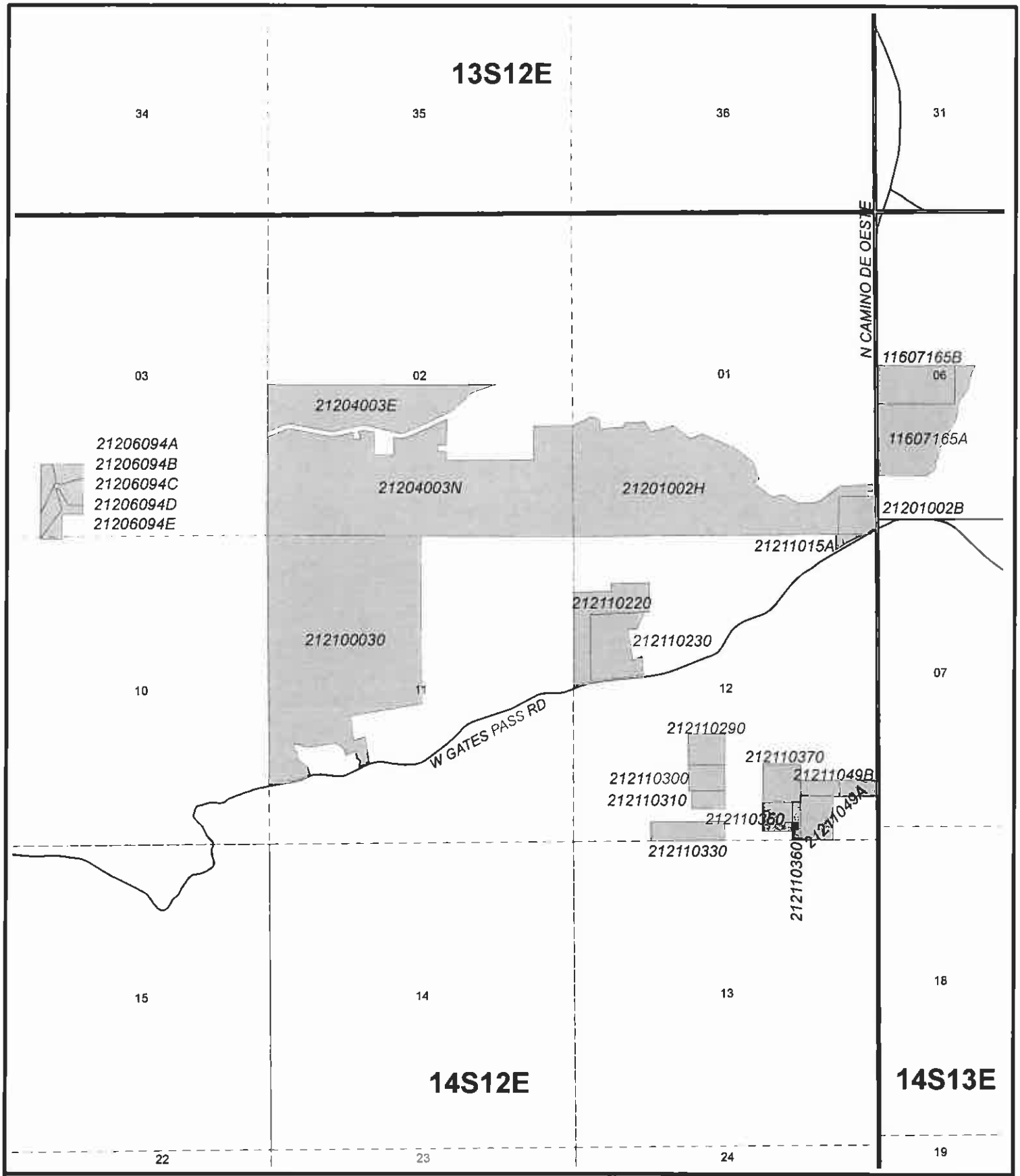
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

Empirita Ranch (28)



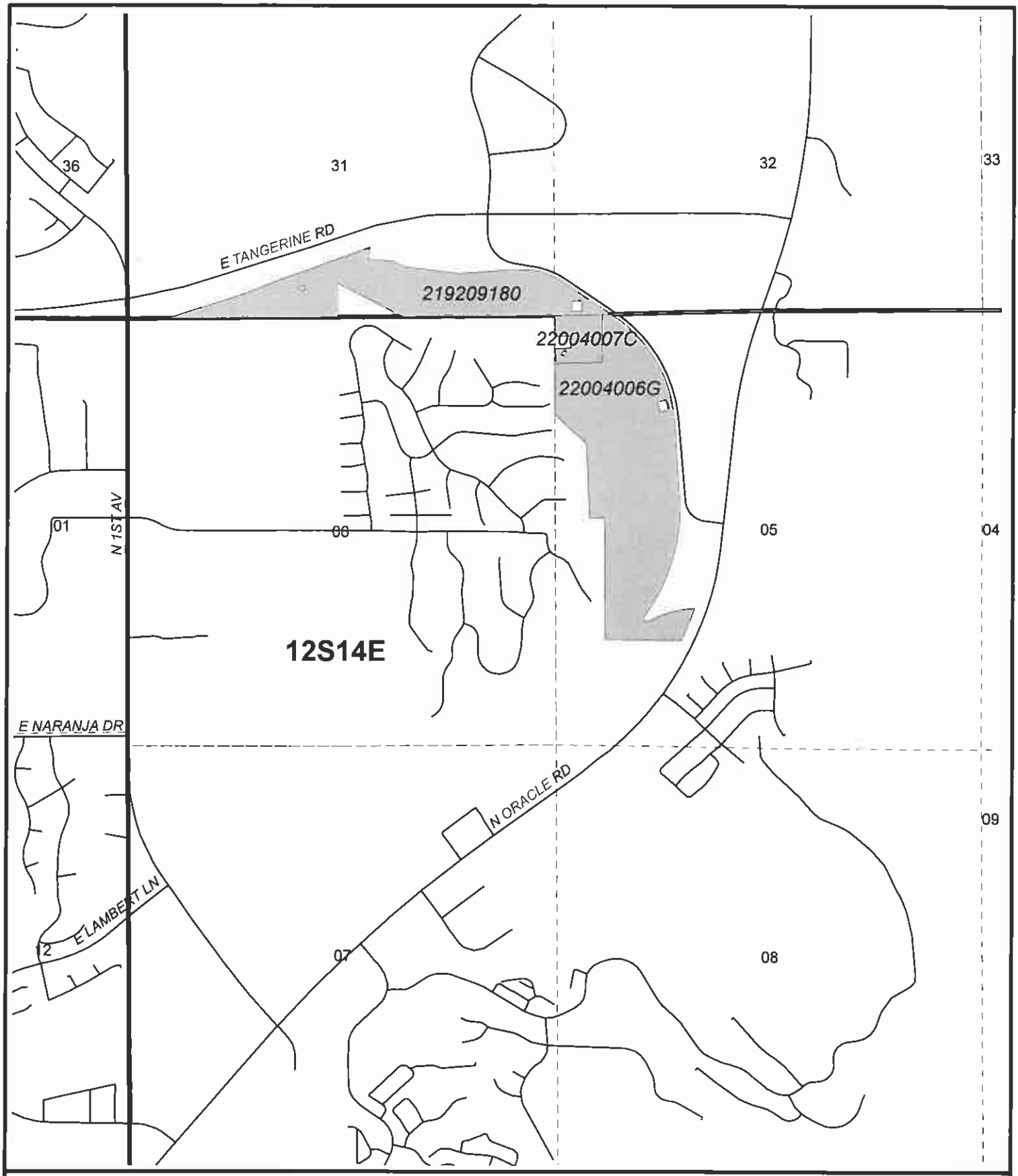
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

Holden Donation (30)
Tucson Mountain Park (58)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

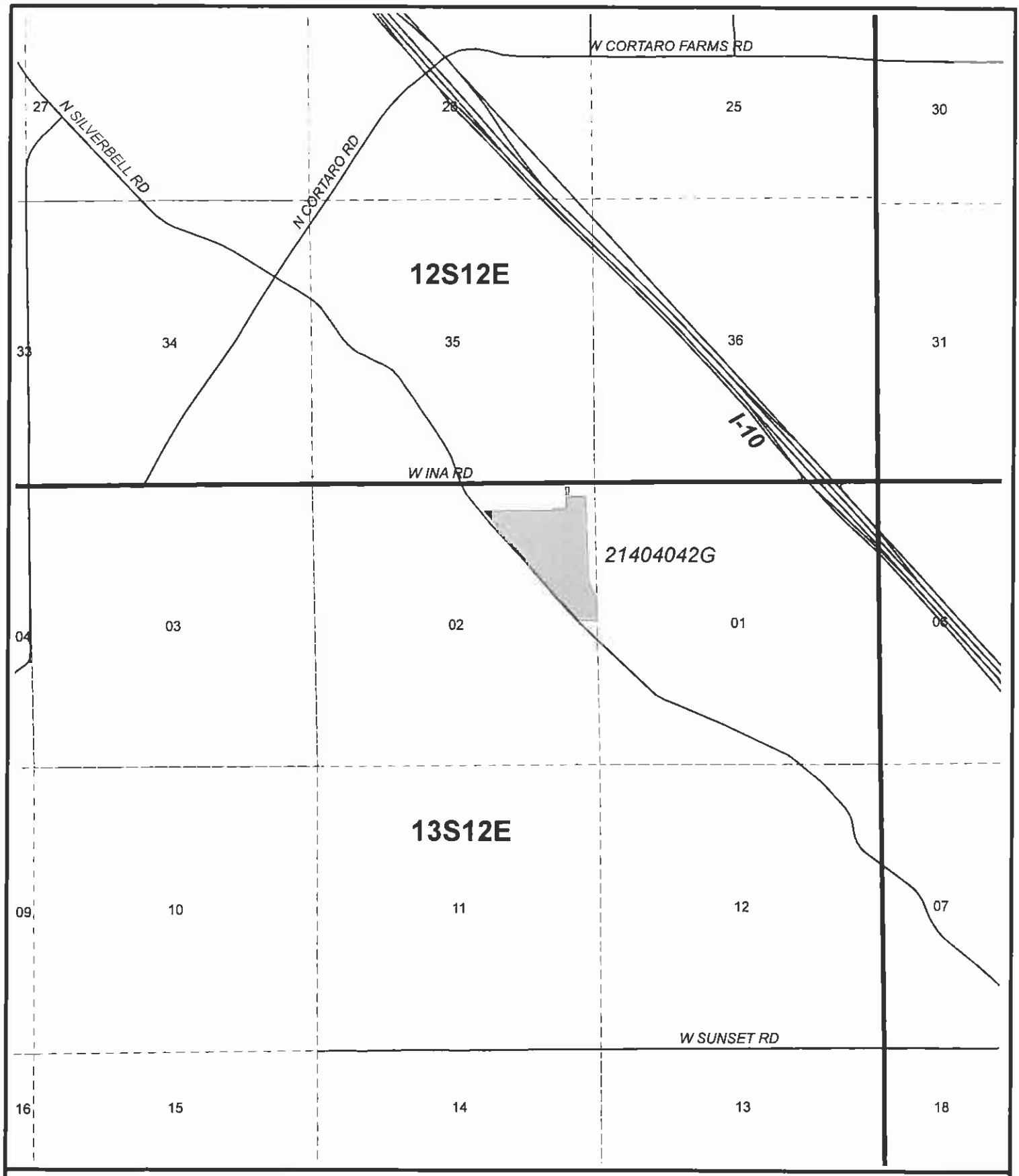
EXHIBIT C

N

0 1,000 ft

Honey Bee Biological Corridor (31)

gis\hbeapcpro_ftmsecasc0622pc_mscpExhibitC6.mxd



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

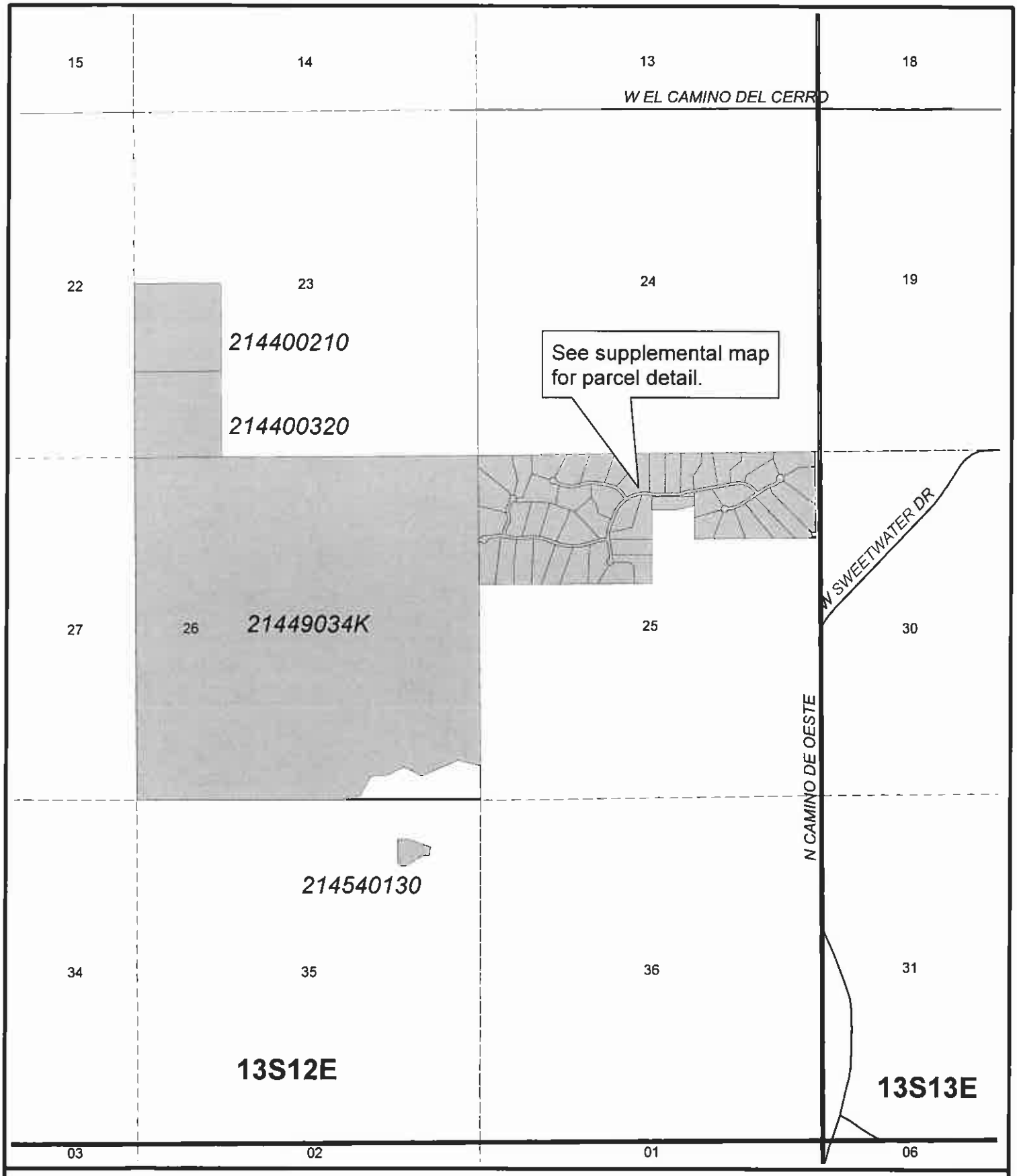
EXHIBIT C

N

0 1,000 ft

Ina Preserve (32)

\\gisfs\dsp\proj\tonaseca\exc0622\pc_mscp\ExhibitC29.mxd



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

Lazy C Ranch Estates (34)
Sweetwater (54)

SWEETWATER CANYON

MP 64071

RECORDED: JULY 13, 2009

THE FOLLOWING PLAT IS AN ANNOTATED VERSION OF THE ORIGINAL DOCUMENT. IT HAS BEEN ALTERED BY PIMA COUNTY DEVELOPMENT SERVICES TO SHOW ADDITIONAL INFORMATION. ORIGINAL COPIES MAY BE OBTAINED FROM THE PIMA COUNTY RECORDER

ASSURANCES

ASSURANCE IN THE FORM OF A TRUST AGREEMENT NO. 9205 FROM FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS RECORDED IN BOOK 13918, PAGE 119, HAS BEEN PROVIDED TO GUARANTEE IMPROVEMENTS AS REQUIRED BY THE PIMA COUNTY ZONING CODE, CHAPTER 18.69 SUBDIVISION STANDARDS) IN THIS SUBDIVISION.

BY: _____ DATE: 7/7/09
CHAIR, BOARD OF SUPERVISORS
PIMA COUNTY, ARIZONA

ATTEST:

I, Lori Godchaux, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY ON THE 7th DAY OF July, 2009.

BY: Lori Godchaux DATE: 7/6/09
CLERK, BOARD OF SUPERVISORS DATE

ANNOTATED COPY

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

JACK A. BUCHANAN, R.L.S. NO. 12214

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND/OR EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED BY ME OR UNDER MY SUPERVISION

JOHN A. HOLLEY, P.E., NO. 21137

Expires 3/31/2011

The WLB Group. WLB Engineering + Planning + Surveying
Offices located in: Tucson, AZ; Phoenix, AZ & Las Vegas, NV
4444 E. Broadway Tucson, AZ 85711 (520) 881-7480

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THE PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED, DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, ITS SUCCESSORS, ASSIGNS, THEIR EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASONS OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL.

WE, HEREBY GRANT TO PIMA COUNTY AND ALL UTILITY COMPANIES ALL PUBLIC EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC UTILITIES, PUBLIC TRAILS AND OTHER USES AS DESIGNATED BY THIS PLAT.

PRIVATE STREETS, COMMON AREAS, AND PRIVATE EASEMENTS AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS, AND INVITEES AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE ACCESS, INSTALLATION, OPERATION AND MAINTENANCE OF ABOVE GROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS TO SERVE THIS AND ADJACENT PROPERTIES.

TITLE TO THE LAND OF ALL PRIVATE STREETS, COMMON AREAS, AND PRIVATE EASEMENTS SHALL BE VESTED IN AN ASSOCIATION OF LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 13541 AT PAGES 105 IN THE OFFICE OF THE PIMA COUNTY RECORDER. THIS ASSOCIATION WILL ACCEPT THE RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, AD VALOREM TAXES, AND LIABILITY FOR THE COMMON AREAS (PRIVATE STREETS, OPEN SPACE, PRIVATE EASEMENTS, AND DRAINAGE FACILITIES WITHIN THE SUBDIVISION).

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER TRUST NO. 9205, AS TRUSTEE ONLY AND NOT OTHERWISE

Cindy A Reiche
TRUST OFFICER

6-19-2009
DATE

BENEFICIARY:
PEPPER VINER AT SWEETWATER CANYON, L.L.C.
AN ARIZONA LIMITED LIABILITY COMPANY

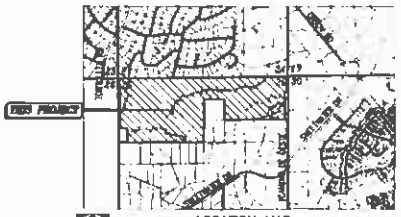
BENEFICIARY OF DEED OF TRUST
NATIONAL BANK OF ARIZONA
335 N WILMOT ROAD
TUCSON, ARIZONA 85711

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

ON THIS THE 19 DAY OF June, 2009, BEFORE ME, PERSONALLY APPEARED Cindy A Reiche WHO ACKNOWLEDGED HER/HIMSELF TO BE THE TRUST OFFICER OF FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

7-2-2012
MY COMMISSION EXPIRES

Rachel L. Finnigan
NOTARY PUBLIC



LOCATION MAP
SCALE: 3"=1 MI

3"=1 MI

SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

GENERAL NOTES

1. GROSS AREA OF THIS SUBDIVISION IS 187.17 ACRES.
2. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 12 EAST, G.&S.R.M., AS SHOWN ON THE PLAT OF RANCHO DEL CERRO, BOOK 28 OF MAPS AND PLATS, PAGE 84 SAID BEARING BEING N 89°39'36" E.
3. THE TOTAL MILES OF NEW PRIVATE STREETS = 1.53 MILES.
   THE TOTAL MILES OF NEW PUBLIC STREETS = 0 MILES
4. THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
5. TOTAL AMOUNT OF RIPARIAN HABITAT ON SITE 632,597± SF = 14.52 AC
   AMOUNT OF HABITAT DISTURBED ON-SITE (BY INFRASTRUCTURE): 11,390 SF± = 0.26 AC
   AMOUNT OF RIPARIAN HABITAT DISTURBED ON-SITE DOES NOT REQUIRE A RH MITIGATION PLAN
6. ADDITIONAL LIMITED ACCESS RIGHTS ARE GRANTED AS AN EASEMENT FOR THE BENEFIT OF THAT REAL PROPERTY DESCRIBED AS THE "EXCLUDED PARCEL" ON SHEETS 4 AND 5 OF THIS THIS PLAT PURSUANT TO AN AGREEMENT TO GRANT AND RELEASE EASEMENTS AND TO ADD RESTRICTIONS DATED JULY 2007, WHICH HAS BEEN RECORDED IN THE OFFICE OF THE PIMA COUNTY RECORDER, TUCSON, ARIZONA.
7. LOTS 27, 33, 35, 37, 38, 39, 40, 41, 42, 43, AND 44 FALL WITHIN OR PARTIALLY WITHIN AN EXISTING TEP BLANKET EASEMENT FOUND IN BOOK 88, MISC PAGE 501, ITEM #4429

PERMITTING NOTES

1. EXISTING ZONING IS SR.
2. GROSS DENSITY IS 0.21 RAC
3. SEWERAGE DISPOSAL FOR LOTS 1 THRU 48 WILL BE PRIVATE ON-SITE DISPOSAL SYSTEMS. SOME LOTS MAY REQUIRE DESIGN ON AN INDIVIDUAL BASIS BY AN ENGINEER REGISTERED IN THE STATE OF ARIZONA. SOME LOTS MAY REQUIRE ALTERNATIVE ON-SITE DISPOSAL SYSTEMS.
4. THERE WILL BE NO FURTHER SUBDIVIDING OR LOT SPLITTING WITHOUT THE WRITTEN APPROVAL OF THE BOARD OF SUPERVISORS.
5. THERE SHALL BE NO MASS GRADING OF RESIDENTIAL LOTS. GRADING SHALL BE LIMITED TO AREAS FOR PRIMARY AND ACCESSORY RESIDENTIAL USES.
6. THIS PROJECT IS SUBJECT TO THE HILLSIDE DEVELOPMENT OVERLAY ZONE.
7. INDIVIDUAL LOT OWNERS WILL BE RESPONSIBLE FOR THE REQUIREMENTS OF THE NATIVE PLANT PRESERVATION AND WILL SUBMIT PLANS TO PIMA COUNTY PLANNING FOR APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT.
8. THIS PROJECT IS SUBJECT TO THE SCENIC ROUTE ORDINANCE.
9. LOTS 1-3, 8-18, 21, 22, 25-28, 32, 35-42 REQUIRE REGIONAL FLOOD CONTROL DISTRICT REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS. THESE LOTS ARE IMPACTED BY REGULATORY FLOODPLAINS AND/OR EROSION HAZARD AREAS. ADDITIONAL ENGINEERING ANALYSES SHALL BE REQUIRED FOR CONSTRUCTION OF ANY STRUCTURES, ACCESSORY BUILDINGS OR WALLS WITHIN THE REGULATORY FLOODPLAIN OR EROSION HAZARD LIMITS SHOWN ON THIS PLAT. LOTS 1-3, 8, 9, AND 35-42 ARE IMPACTED BY THE RIPARIAN AREA.
10. DRAINAGE IMPROVEMENTS WITHIN ACCESS EASEMENTS FOR INDIVIDUAL LOTS SHALL BE INSPECTED AND APPROVED PRIOR TO THE RELEASE OF ASSURANCES AND FINAL INSPECTION.
11. REFER TO SHEETS 18-20 FOR THE NATURAL OPEN SPACE DESIGNATIONS.

SUBDIVISION PURCHASED BY PIMA COUNTY FOR NATURAL OPEN SPACE 12/05/13

LEGEND

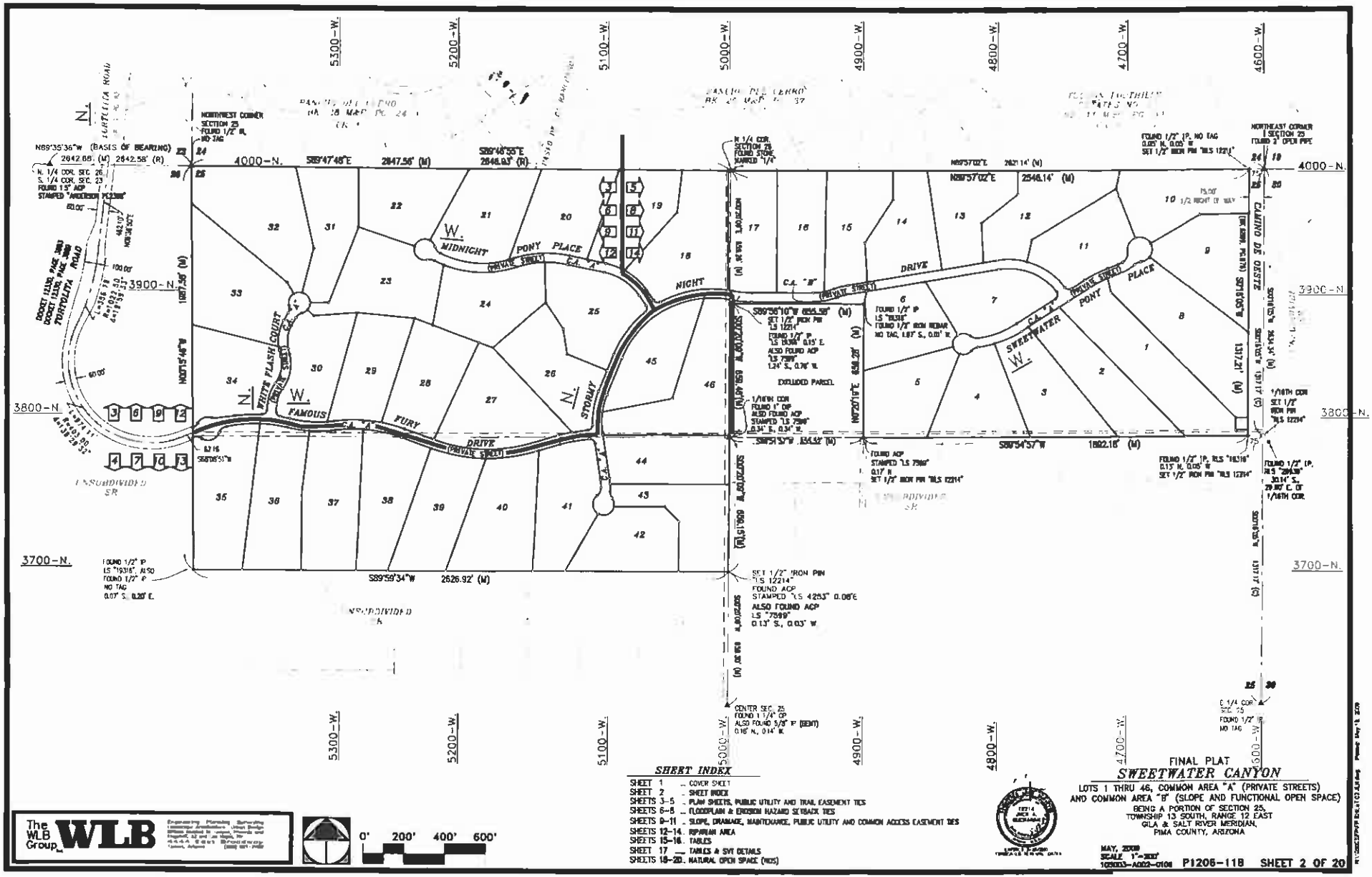
- SUBDIVISION BOUNDARY
- ADJACENT LOT LINE
- LOT LINE
- EASEMENT LINE
- PROPOSED R.O.W. LINE
- SECTION LINE
- R.O.W. LINE EXIST
- QWEST EASEMENT
- MATCH LINE
- INDICATES BRASS DISK SURVEY MONUMENT STAMPED TO BE SET UPON COMPLETION OF ROAD CONSTRUCTION
- FOUND AS NOTED
- 1/2" IRON PIN TAGGED BY A REGISTERED LAND SURVEYOR TO BE SET BY THIS PLAT
- FOUND SECTION CORNER AS NOTED
- R-? ZONING DESIGNATION/LAND USE
- 100-YR FEMA FLOOD PLAIN LINE
- EROSION HAZARD SETBACK LINE
- RIPARIAN AREA LINE
- SHEET INDEX SHEET INDICATOR
- SIGHT VISIBILITY TRIANGLE (SEE SHEET 14)
- XERORIPARIAN AREA CLASS C (XC)
- DRIVEWAY ACCESS
- NATURAL OPEN SPACE (NOS)

PIMA COUNTY
PROJ#: P1206-118
ZONE: S R
Adm. Address:
3802 N TORTOLITA RD

FINAL PLAT
SWEETWATER CANYON
LOTS 1 THRU 46, COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (SLOPE AND FUNCTIONAL OPEN SPACE)
BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

MAY, 2009
SCALE: AS NOTED
105003-A003-0108 P1206-118 SHEET 1 OF 20

ANNOTATED COPY



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SHEETS 18-20 ... NATURAL OPEN SPACE (NOS)

The WLB Group WLB

0' 200' 400' 600'

FINAL PLAT

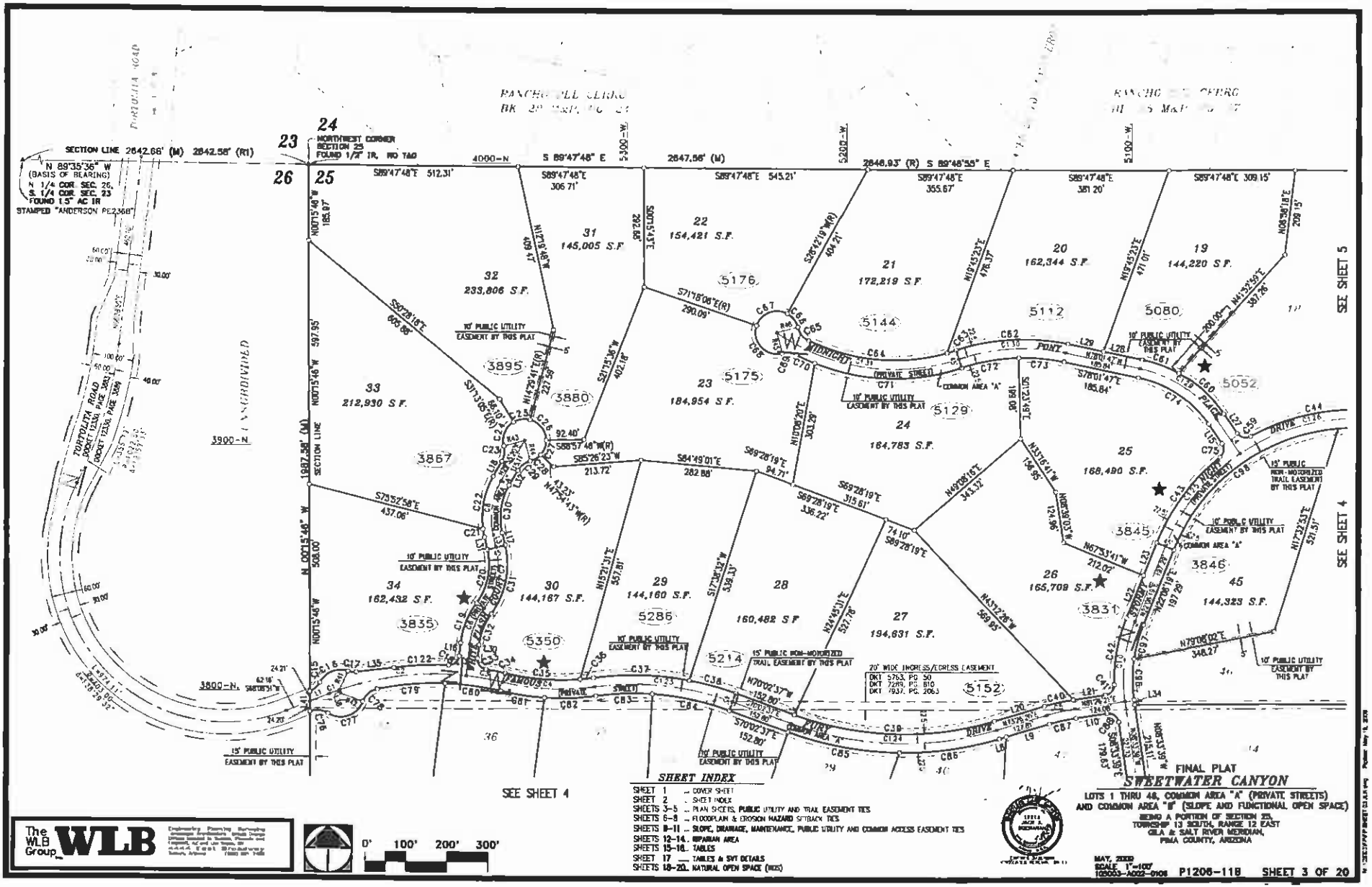
SWEETWATER CANYON

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MAY, 2020
SCALE 1"=200'
109003-A002-0108

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The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

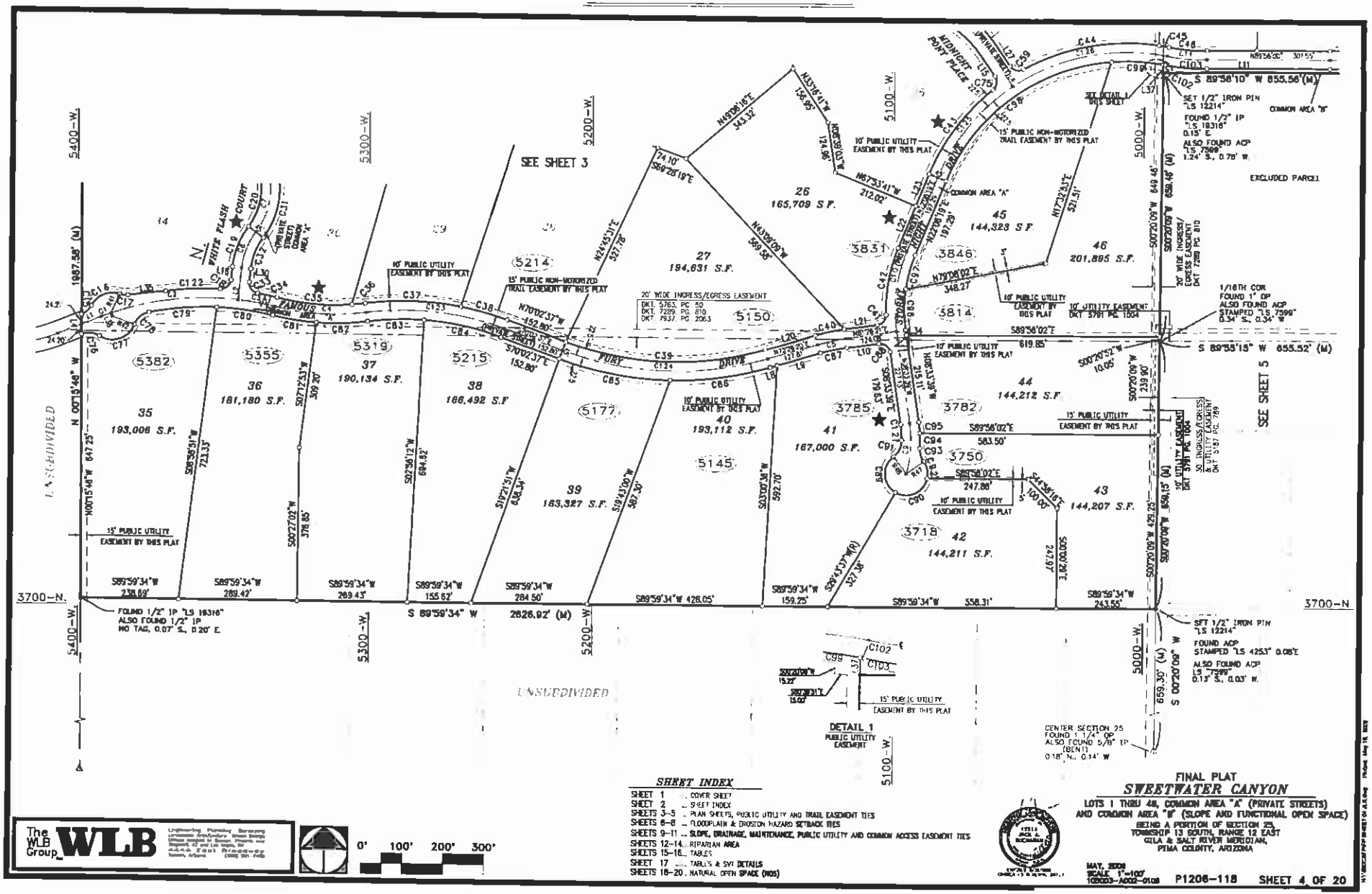
SWEETWATER CANYON

LOTS 1 THRU 48, COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (SLOPE AND FUNCTIONAL OPEN SPACE)

BEING A PORTION OF SECTION 23, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

MAY, 2020
SCALE 1"=100'
126003-A002-0106 P1206-118 SHEET 3 OF 20

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The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

SWEETWATER CANYON

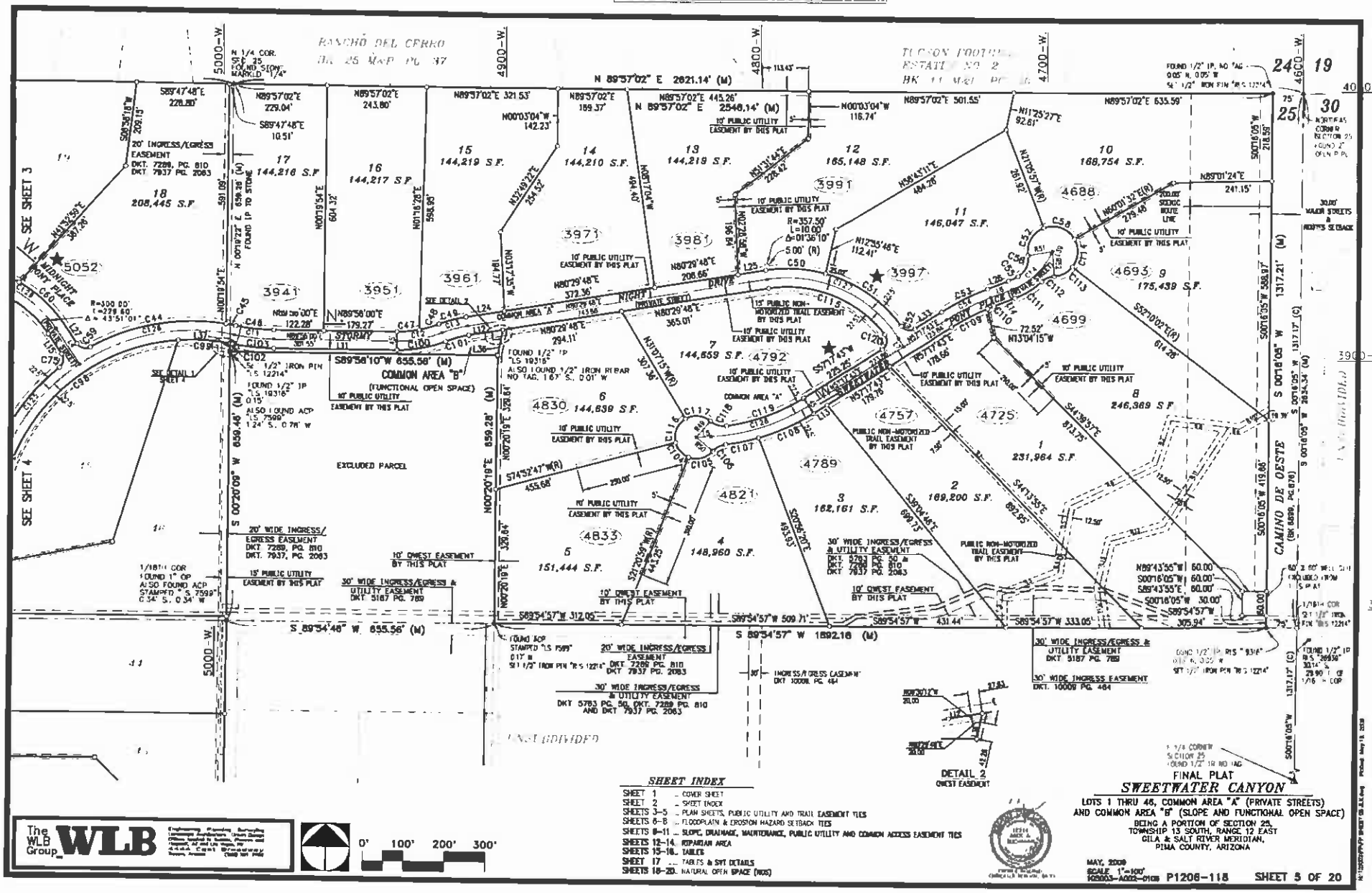
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MAY, 2008
SCALE 1"=100'
105003-A002-0108

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The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

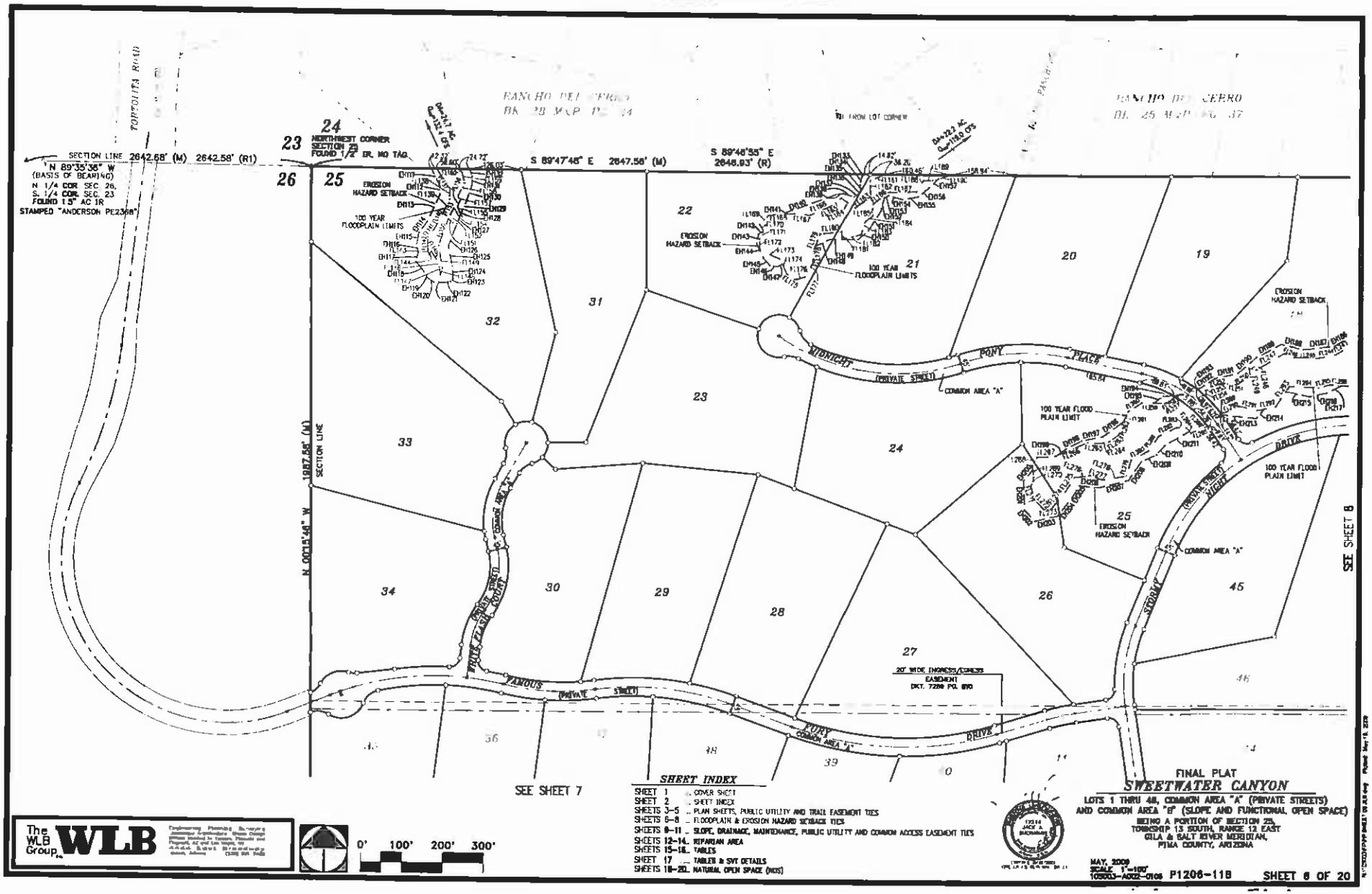
SWEETWATER CANYON

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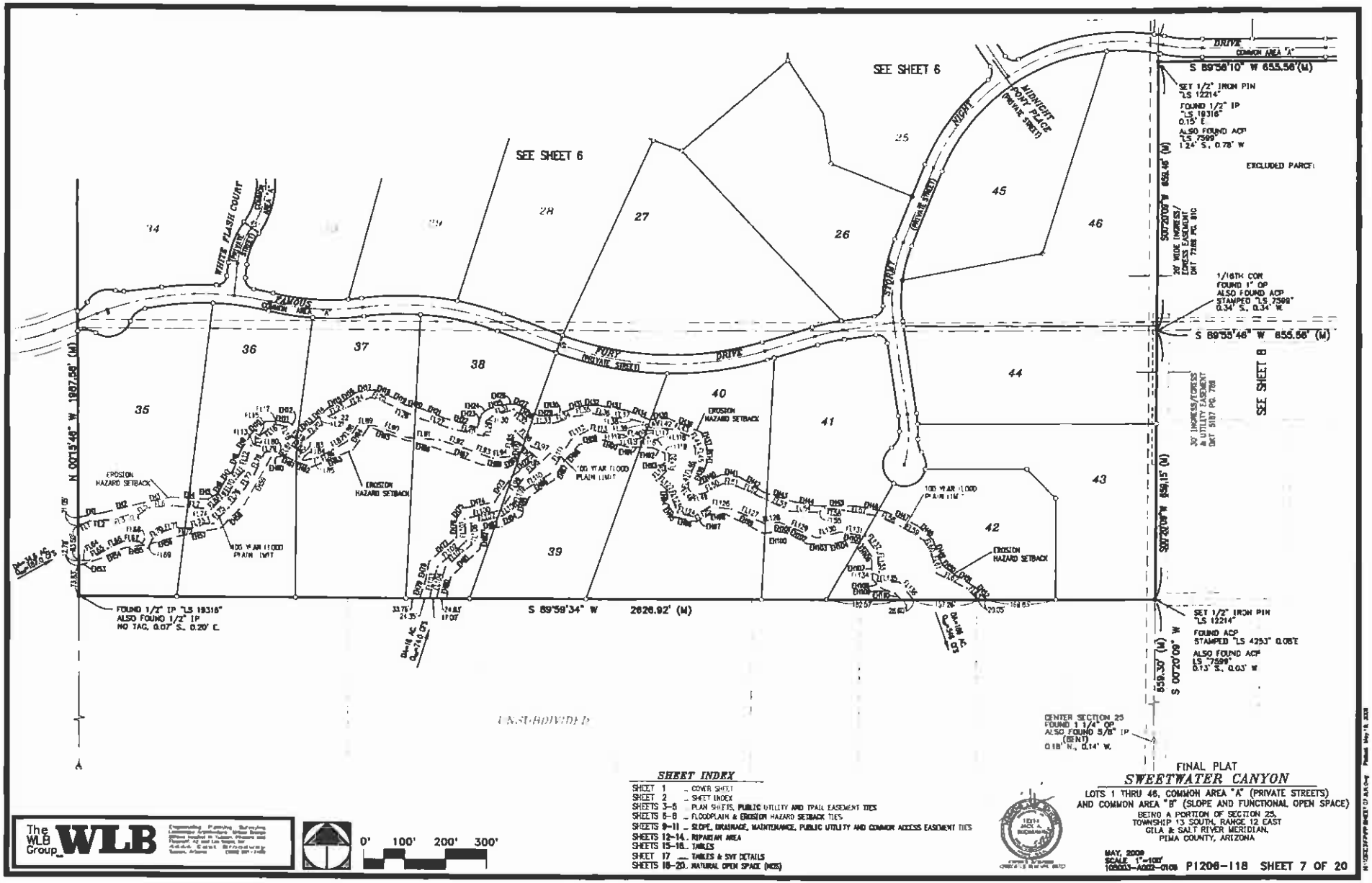
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MAY, 2008
SCALE 1"=100'
162003-A002-0108 P1206-118 SHEET 5 OF 20

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ANNOTATED COPY



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The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

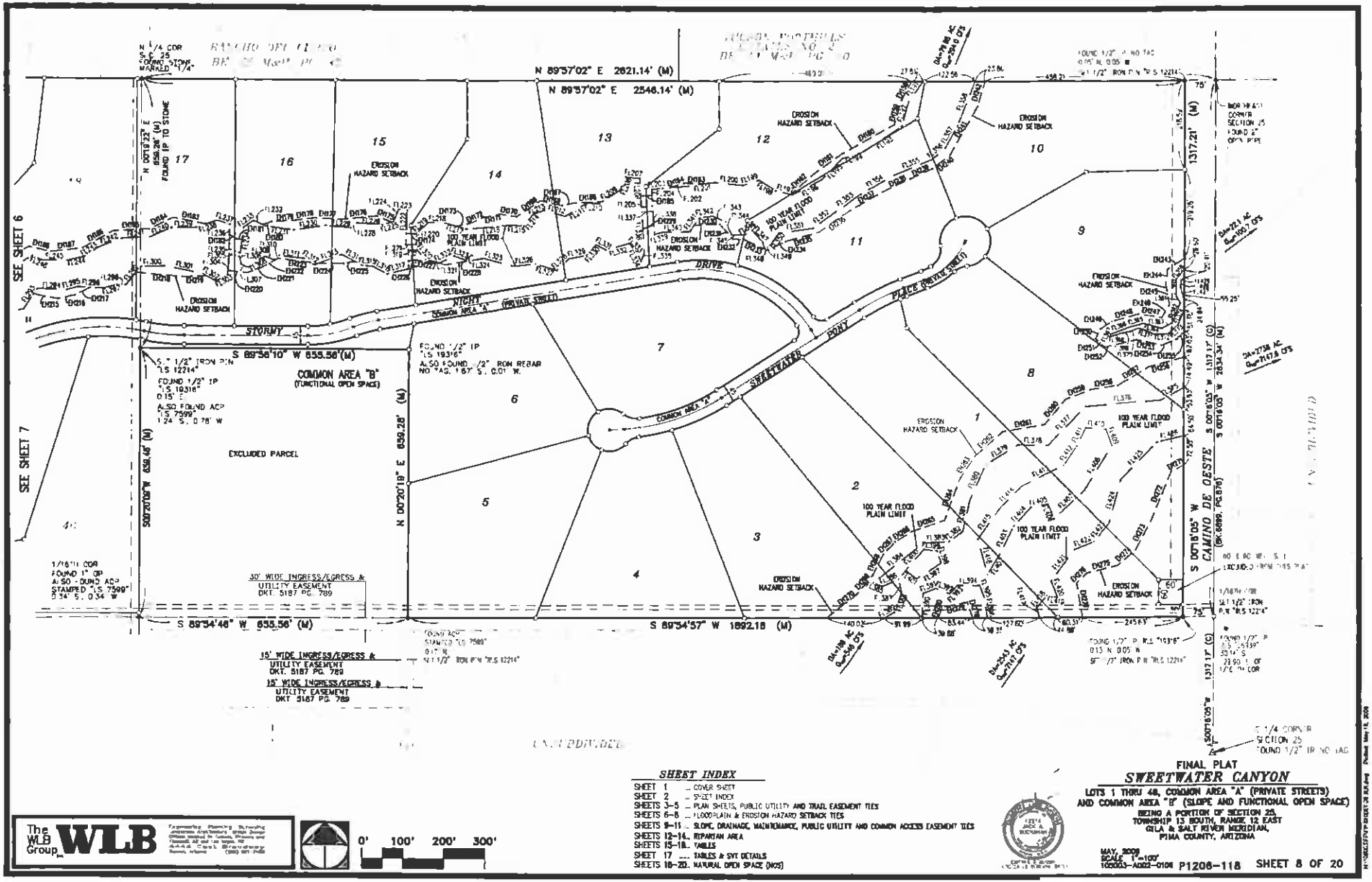
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MAY, 2009
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100033-A002-0108 P1206-118 SHEET 7 OF 20

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The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

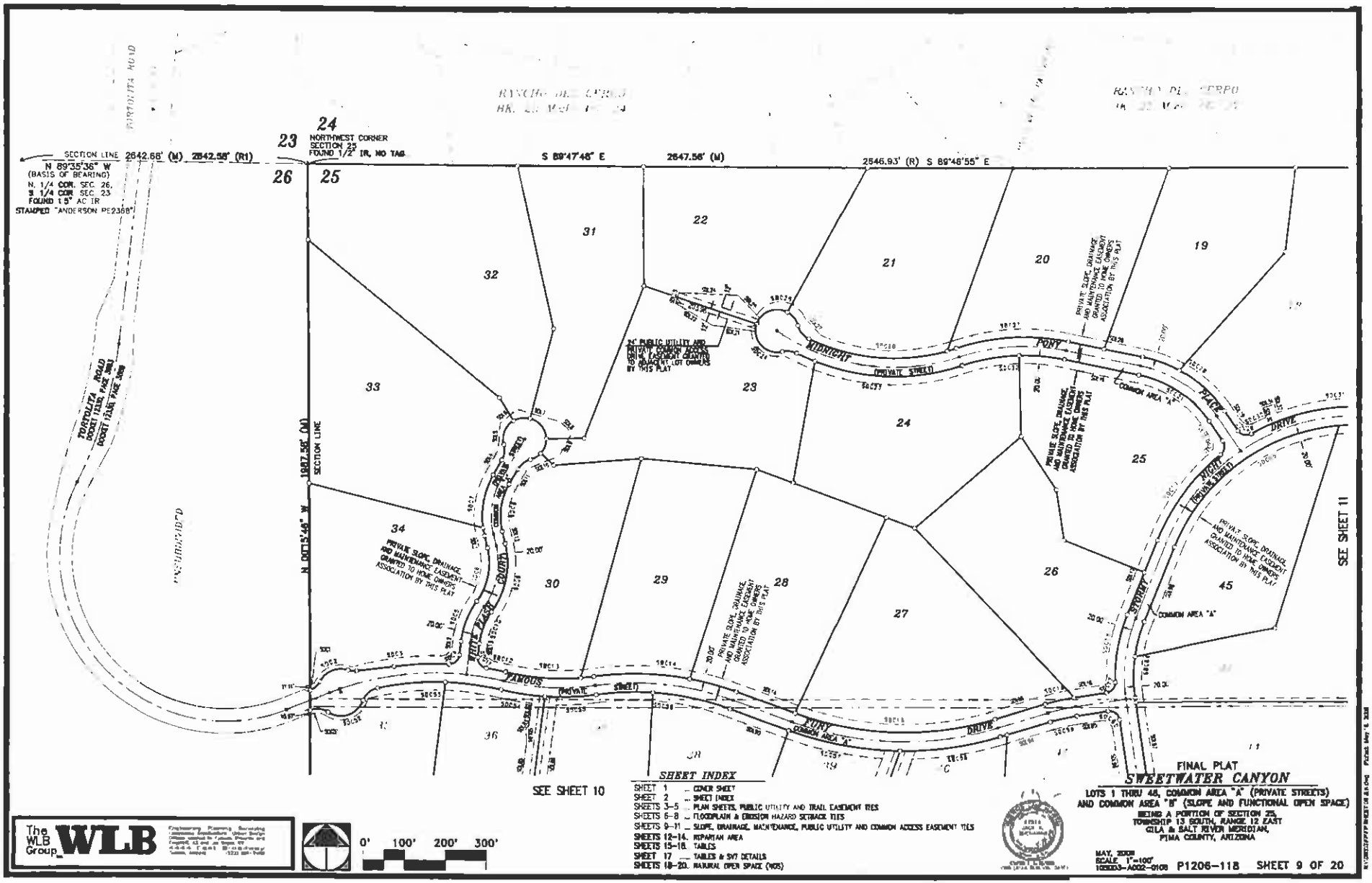
SWEETWATER CANYON

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MAY, 2009
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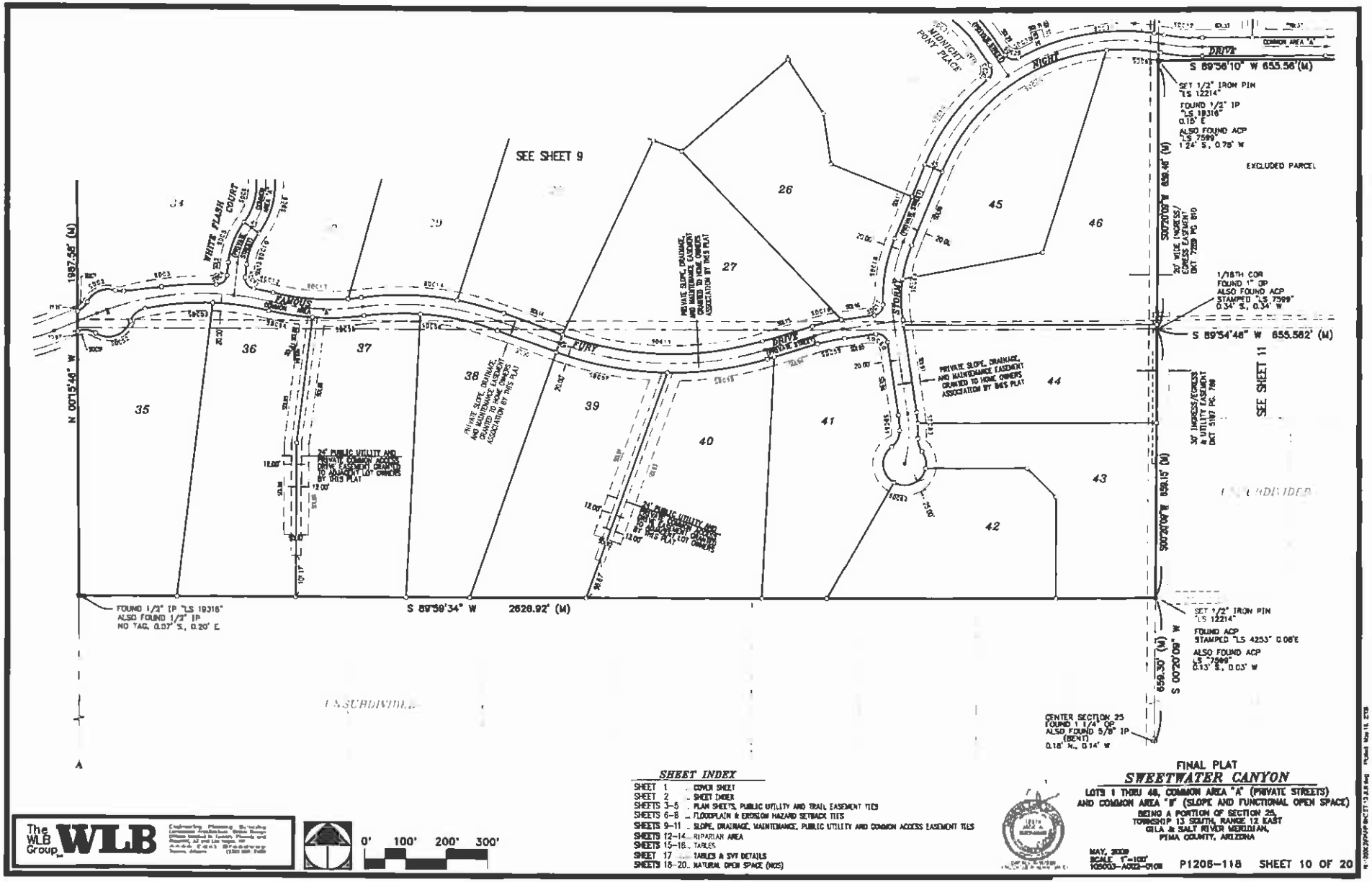
SWEETWATER CANYON

LOTS 1 THRU 48, COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (SLOPE AND FUNCTIONAL OPEN SPACE)

BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

MAY, 2008
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The WLB Group WLB

FINAL PLAT

SWEETWATER CANYON

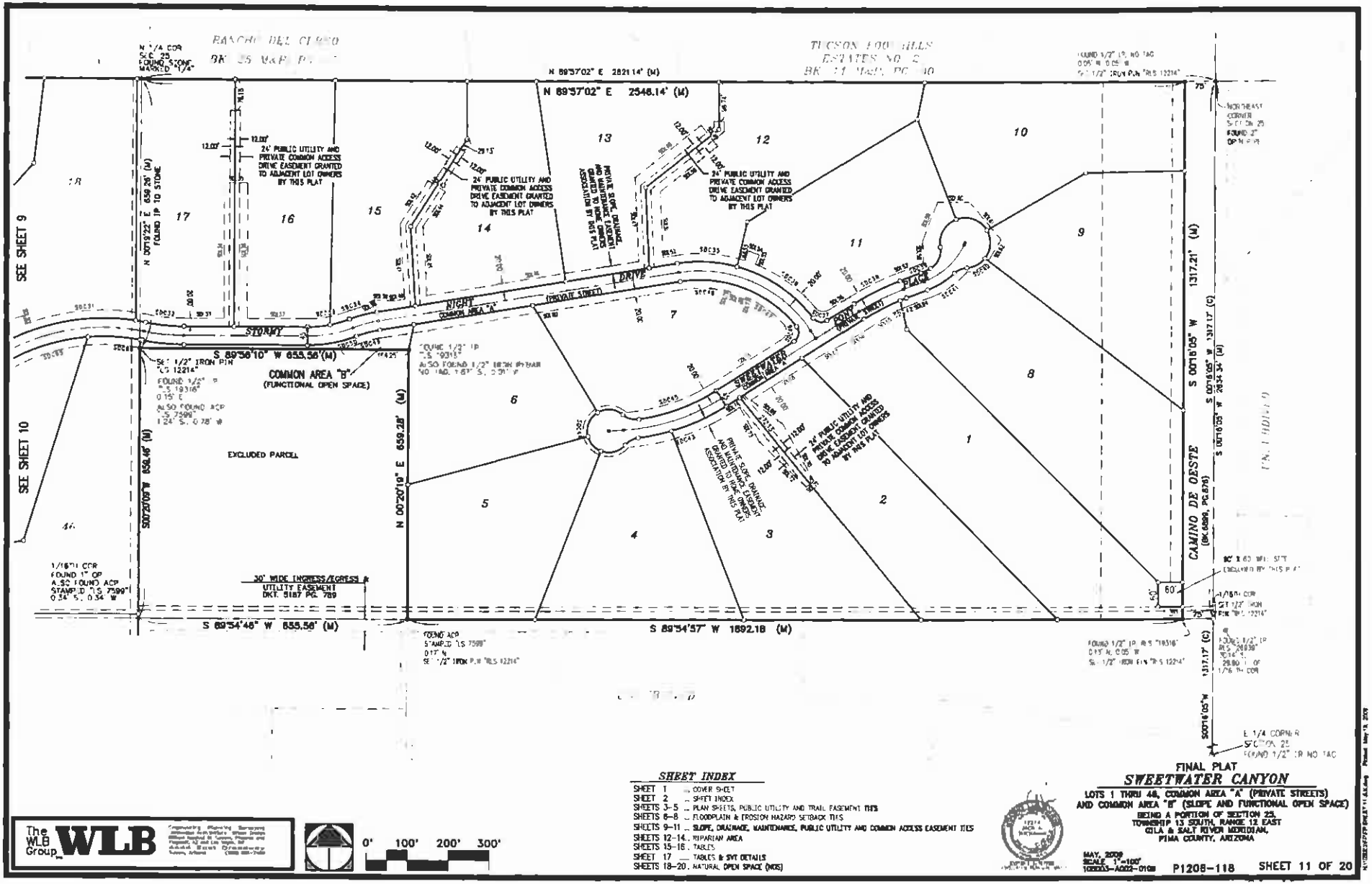
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0' 100' 200' 300'

FINAL PLAT

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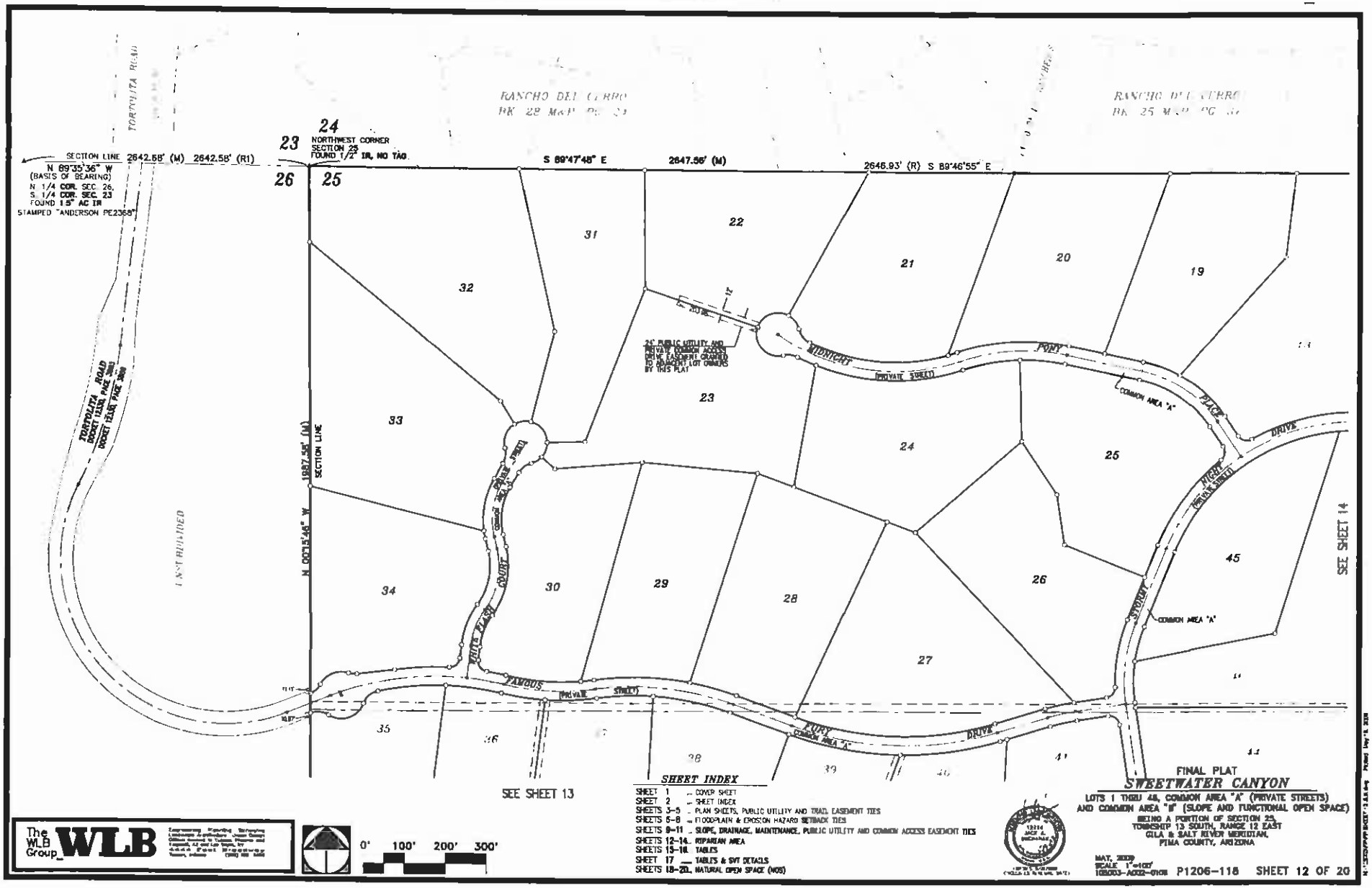
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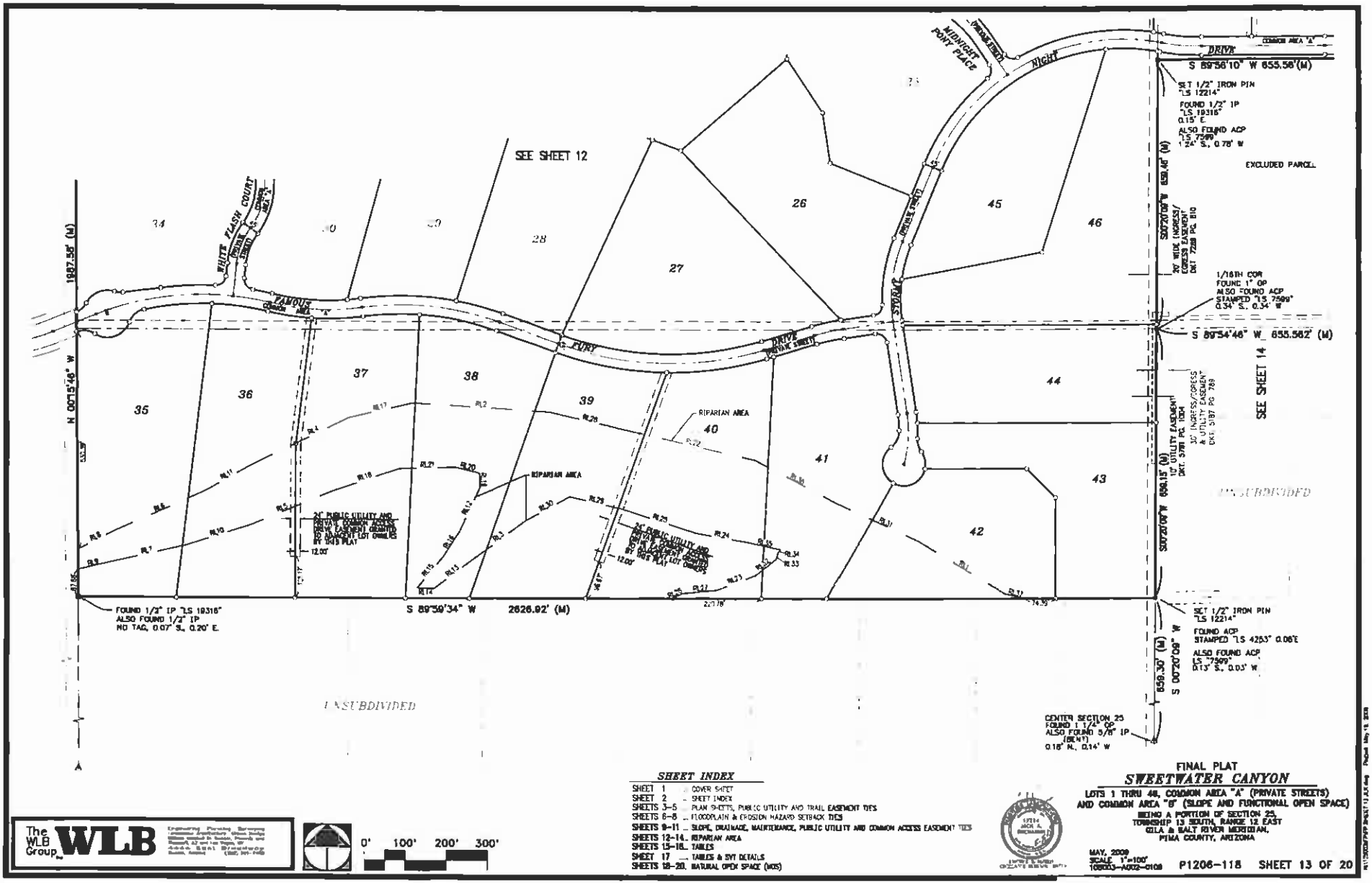
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0' 100' 200' 300'

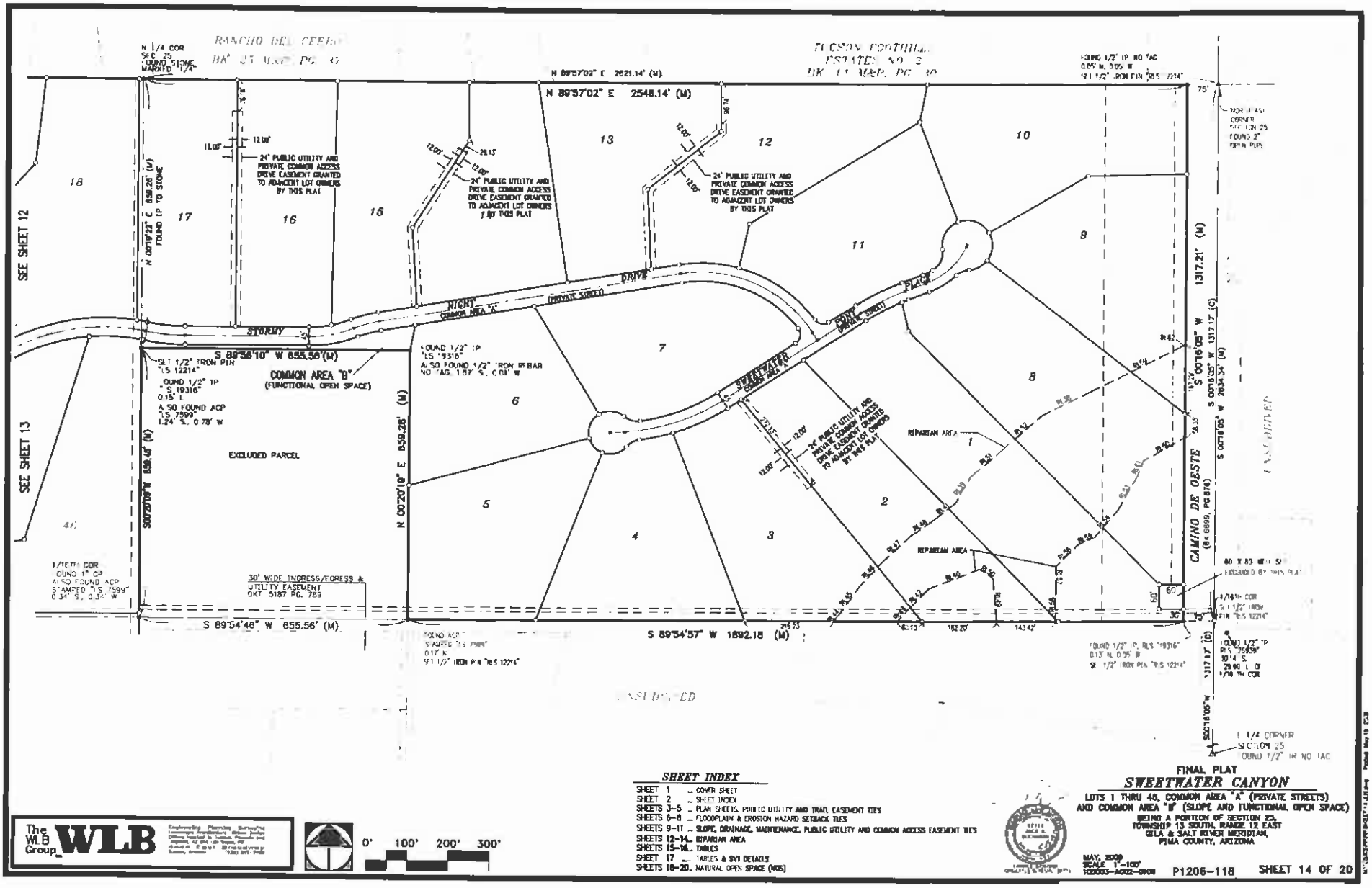
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STREET CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	2°09'49"	700.00	26.46'	13.23'	S68°13'05"W	26.45
C2	25°43'24"	700.00	314.30'	159.87'	S56°09'13"W	311.68
C3	7°28'32"	700.00	91.34'	45.73'	N84°14'37"W	91.27
C4	21°37'11"	600.00	225.33'	114.02'	S82°15'52"E	224.03
C5	5°00'01"	800.00	69.86'	34.96'	S72°26'20"W	69.86
C6	20°16'01"	181.00'	35.61'	17.95'	S21°09'07"W	35.51
C7	45°24'27"	181.00'	143.48'	75.47'	S11°25'21"E	139.77
C8	45°21'03"	181.00'	126.97'	71.05'	S56°34'33"W	135.23'
C9	23°53'51"	800.00'	126.13'	64.10'	N62°32'38"W	126.01'
C10	37°39.53"	315.00'	206.31'	107.80'	S38°46'20"W	189.33'
C11	113°30'0"	500.00'	991.09'	844.19'	S41°27'23"E	837.79'
C12	27°30'02"	300.00'	113.48'	57.42'	N39°05'01"E	112.80'
C13	12°14.06"	300.00'	64.07'	32.16'	S14°22'44"W	63.94'
C14	45°04'42"	181.00'	136.08'	71.44'	N42°51'55"E	132.60'
C15	39°55'46"	45.00'	31.32'	16.46'	N42°09'24"E	30.69'
C16	90°00'00"	57.00'	87.96'	56.00'	S62°31'45"W	79.20'
C17	24°56'10"	45.00'	20.85'	10.58'	S84°49'05"E	20.67'
C18	88°21'24"	45.00'	37.68'	23.45'	N49°11'38"E	34.01'
C19	32°16'01"	205.00'	102.50'	50.64'	S20°23'22"W	101.26'
C20	49°43'22"	159.00'	137.53'	73.61'	N11°25'21"E	133.33'
C21	5°40'52"	203.00'	20.18'	10.10'	S30°15'47"E	20.09'
C22	32°10'32"	203.00'	113.97'	58.57'	S11°06'35"W	111.47'
C23	44°56'52"	57.00'	39.70'	20.75'	N62°29'35"E	38.70'
C24	75°50'34"	52.50'	67.66'	39.47'	S21°01'36"W	63.08'
C25	45°52'43"	50.00'	41.69'	22.13'	S61°18'18"W	40.58'
C26	74°18'50"	52.50'	68.04'	39.90'	N12°31'16"A	63.34'
C27	43°07'30"	52.50'	39.52'	20.75'	N70°01'22"E	38.59'
C28	32°19'09"	52.50'	30.37'	15.68'	N39°23.49"W	29.68'
C29	44°56'52"	50.00'	39.06'	20.72'	S32°31'49"A	38.75'
C30	43°51'34"	158.50'	121.35'	63.01'	S09°14'53"W	118.41'
C31	49°31'22"	203.00'	175.60'	94.78'	S31°17'27"E	170.13'
C32	30°56'01"	158.50'	85.23'	43.67'	S11°06'35"W	82.75'
C33	85°21'24"	47.00'	32.68'	23.46'	S37°09'35"E	34.21'
C34	24°25'56"	729.57'	46.52'	24.17'	N78°29.19"W	46.51'
C35	16°5'30"	557.50'	164.45'	83.05'	S85°42'20"E	163.89'
C36	5°5.01"	557.50'	52.45'	16.22'	N89°34'59"E	52.42'
C37	18°53'37"	777.50'	254.89'	118.43'	N86°42'44"E	253.85'
C38	6°21'18"	777.50'	117.92'	59.07'	N74°43'18"E	117.84'
C39	35°31'01"	777.50'	499.94'	258.31'	S88°18'09"E	491.80'
C40	6°09'0"	557.50'	72.96'	36.52'	S77°26'20"W	72.90'
C41	8°33'27"	26.50'	36.45'	22.35'	N39°00'20"E	33.31'
C42	24°2'40"	537.50'	167.97'	85.26'	S09°04'50"W	166.72'
C43	46°44'18"	527.50'	262.01'	138.66'	S36°28'28"W	259.34'
C44	37°38.52"	527.50'	343.35'	178.12'	S23°31'20"W	337.19'
C45	2°42'14"	527.50'	24.86'	12.43'	N40°0'20"W	24.85'
C46	89°1'09"	57.50'	89.45'	56.83'	S84°57'28"E	90.80'
C47	15°12'50"	527.50'	98.08'	49.29'	N68°16'51"E	94.89'
C48	10°14'20"	277.50'	43.83'	21.97'	N73°24'40"E	43.82'
C49	12°4.29"	325.00'	68.87'	34.52'	N76°2'44"W	68.74'
C50	24°41'31"	345.50'	148.87'	75.65'	N81°09'36"W	147.73'
C51	38°16'48"	345.50'	228.83'	118.57'	S55°45'57"W	224.66'
C52	36°10'4"	25.00'	37.80'	23.28'	S78°21'15"W	34.52'
C53	11°25'08"	822.50'	164.94'	82.68'	S84°56'27"W	164.72'
C54	11°32.29"	800.00'	121.26'	60.90'	S82°22.21"W	121.15'
C55	9°35'21"	158.50'	26.43'	13.25'	N84°36.31"E	26.40'
C56	68°13'22"	50.00'	60.41'	34.51'	N24°45.07"E	56.89'
C57	78°47'54"	61.50'	84.57'	50.51'	S28°30'15"W	78.07'
C58	81°07'30"	61.50'	87.08'	52.64'	N77°53'13"W	79.96'
C59	85°51'23"	25.00'	37.47'	23.22'	S76°41'26"E	33.79'
C60	28°48'56"	322.50'	150.38'	76.58'	N47°32.14"W	148.92'
C61	17°08'04"	322.50'	96.44'	48.56'	N69°27'45"E	96.08'
C62	30°26'14"	522.50'	277.26'	141.98'	S58°46'06"W	274.02'
C63	2°48'18"	477.50'	23.28'	11.64'	N72°57'07"E	23.09'
C64	41°28'14"	477.50'	345.34'	180.81'	S84°56.38"E	337.86'
C65	49°38.12"	50.00'	43.33'	23.15'	S39°23'50"E	41.99'
C66	48°45'22"	52.50'	47.81'	22.98'	N31°54'00"W	41.84'
C67	100°00'00"	52.50'	91.64'	62.57'	S86°42'56"E	80.44'
C68	122°53'56"	52.50'	112.64'	96.56'	S42°46'04"E	92.20'
C69	4°13'54"	50.00'	35.89'	18.81'	N59°37'04"W	35.21'
C70	5°27'11"	522.50'	48.87'	24.50'	S85°41'13"E	48.85'
C71	40°03'45"	522.50'	365.34'	190.49'	S88°24'08"E	357.84'
C72	17°27'12"	477.50'	141.98'	71.54'	S90°05.02"W	141.46'
C73	13°22'02"	477.50'	111.45'	55.95'	N84°47'48"W	111.15'
C74	44°51.02"	237.50'	212.30'	111.70'	N54°06'16"W	207.23'
C75	85°51.23"	25.00'	37.10'	22.92'	N38°18'08"E	33.78'
C76	54°35.28"	48.50'	45.85'	24.85'	N84°37'18"W	44.23'
C77	102°36'31"	57.50'	102.99'	71.79'	N21°17'09"E	89.76'

STREET CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C78	87°21.22"	45.50'	69.97'	28.80'	S48°39.16"W	46.92'
C79	14°04.07"	877.50'	166.35'	83.60'	S84°41.01"W	185.84'
C80	11°49.39"	877.50'	138.07'	69.22'	N82°20.31"W	137.85'
C81	9°36.37"	522.50'	108.03'	54.15'	S81°28.40"E	107.90'
C82	11°34.34"	522.50'	125.77'	63.12'	N87°45.15"E	125.46'
C83	1°49.45"	877.50'	134.45'	69.29'	S87°46.50"W	137.86'
C84	18°18.10"	877.50'	192.17'	97.04'	N78°31.52"W	192.13
C85	18°15.44"	522.50'	278.74'	139.69'	S79°40.37"E	275.44
C86	9°14.22"	822.50'	247.48'	124.85'	N72°05.31"W	248.55
C87	8°20.01"	477.50'	68.87'	35.39'	S77°26.20"W	68.62'
C88	90°00'00"	25.00'	39.27'	25.00'	N23°33.39"W	35.36
C89	11°10.20"	52.50'	103.50'	79.56'	S20°41'10"E	87.65'
C90	127°50.27"	52.50'	88.81'	72.05'	N65°48.24"E	84.95'
C91	53°00.19"	50.00'	46.69'	25.21'	N26°28.53"E	45.01'
C92	48°05.22"	52.50'	44.06'	23.49'	N79°09.31"W	42.76'
C93	39°05.83"	50.00'	34.12'	17.75'	S.63°39.16"E	33.46'
C94	8°35.20"	522.50'	37.09'	18.56'	N00°25.56"W	37.07'
C95	4°32.00"	522.50'	27.39'	13.71'	N05°17.39"E	27.38'
C96	8°28.59"	362.50'	59.51'	29.11'	S00°18'40"E	101.18'
C97	14°09.59"	352.50'	87.16'	43.80'	S.9°39.10"W	86.93'
C98	83°00.07"	477.50'	576.87'	283.19'	S53°39.20"W	494.72
C99	15°16.00"	477.50'	127.54'	64.15'	N8°08.35"W	127.15'
C100	21°49.21"	322.50'	121.69'	61.75'	N12°05.52"E	121.00'
C101	12°14.09"	322.50'	68.26'	29.74'	S74°27'46"E	59.15'
C102	0°08.33"	477.50'	5.30'	2.65'	N7°10'14"E	5.30'
C103	15°3.02"	522.50'	102.59'	51.51'	S84°42'28"E	102.43'
C104	53°31'48"	52.50'	48.06'	26.48'	S41°53.07"E	47.28'
C105	70°56.38"	52.50'	65.01'	37.41'	S37°56'52"E	61.85'
C106	42°0'24"	50.00'	36.81'	19.28'	S61°29.48"E	35.98'
C107	9°06.02"	522.50'	82.99'	41.58'	N7°02'14"E	82.90'
C108	16°1.30"	522.50'	147.86'	74.32'	N85°53.28"E	147.37'
C109	9°34.39"	577.50'	96.86'	50.01'	S82°25.01"W	99.76'
C110	1°40.55"	577.50'	16.95'	8.47'	S78°52.45"W	16.95'
C111	21°57.08"	203.50'	77.73'	39.34'	N5°56.39"E	77.26'
C112	28°00.53"	50.00'	34.05'	17.71'	S66°3.38"W	33.39'
C113	48°2.08"	81.50'	51.96'	27.51'	N61°58.02"E	50.23'
C114	8°7.58.28"	81.50'	12.78'	41.33'	N02°56.45"E	69.6'
C115	81°21.38"	297.50'	379.98'	177.44'	N65°41.25"W	324.79'
C116	73°59.56"	52.50'	67.81'	38.58'	S21°32.48"W	63.19'
C117	71°19.11"	52.50'	65.35'	37.87'	N65°27.59"W	61.21'
C118	48°2.08"	53.00'	42.55'	22.54'	S74°04.04"E	41.28'
C119	24°22.15"	473.50'	203.10'	103.1'	N69°29.49"E	201.57'
C120	90°00'00"	25.00'	41.53'	27.36'	N09°42.34"E	36.91'
C121	7°37.33"	277.50'	36.56'	18.32'	N64°34.56"W	36.50'
C122	08°28.41"	722.50'	119.25'	80.00'	S67°31.42"E	119.11'
C123	27°56.53"	700.00'	341.87'	174.41'	N84°02.04"W	338.48'
C124	38°31.04"	800.00'	509.86'	263.84'	S88°18.06"E	501.30'
C125	33°2.50"	500.00'	294.22'	151.61'	S.85°7.67"W	290.00'
C126	45°18.49"	500.00'	395.56'	208.39'	S78°28.06"W	385.34
C127	81°4.54"	500.00'	373.00'	210.99'	N86°16.16"W	342.30'
C128	28°04.09"	500.00'	245.16'	129.83'	N71°49.45"E	242.65'
C129	43°51.00"	500.00'	229.60'	120.75'	N56°26.16"W	224.04
C130	30°24.14"	500.00'	265.32'	135.87'	S88°46.06"W	262.22'
C131	331°1.48"	500.00'	464.25'	250.18'	S81°50.35"E	447.75'

STREET LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N68°08'52"E	51.33'
L2	N09°11'00"E	73.89'
L3	N13°28.4"W	30.51'
L4	N34°0'45"W	103.95'
L5	S89°2'.47"W	35.86'
L6	N68°51'0"E	54.94'
L7	N32°43'1"W	22.94'
L8	N73°28.20"E	17.56'
L9	N73°28.20"E	110.23'
L10	N81°28.20"E	28.58'
L11	N89°56.00"E	301.55'
L12	N80°28.46"E	84.53'
L13	N57°1'.43"E	78.28'
L14	N58°31'1"E	54.94'
L15	N34°0.45"W	58.42'
L16	N09°0'.20"E	32.86'
L17	S13°28.14"E	30.51'
L18	N28°31'20"E	42.85'
L19	NOT USED	
L20	N75°26'20"E	127.81'
L21	N81°28.21"E	78.28'
L22	N22°06.19"E	112.12'
L23	N22°06.19"E	85.17'
L24	N80°28.48"E	95.57'
L25	N80°28.48"E	89.57'
L26	N68°51'0"E	54.94'

STREET LINE TABLE		
LINE	DIRECTION	LENGTH
L27	S34°0.45"E	58.42'
L28	N78°01.43"E	98.55
L29	N78°01.43"E	89.29
L30	S09°0'.20"E	32.86'
L31	N13°28.14"W	30.51'
L32	S28°59'0"E	42.85'
L33	S57°1'.43"W	77.15'
L34	N09°31'.39"W	12.00'
L35	S82°30'.00"E	106.56'
L36	N15°21.12"E	83.89
L37	N00°00.08"E	20.89
L38	S13°42'.40"E	8.75'
L39	N25°48.13"E	5.15'
L40	N20°15.42"W	48.41'
L41	N00°15.46"W	48.41'
R41	N23°21.58"E	
R42	S70°06.22"E	
R43	S74°56'2"W	
R44	S15°05.41"E	
R45	S14°41'0"E	
R46	N78°25.41"E	
R47	N37°30'2"W	
R48	N40°11'0"E	
R49	N40°11'0"E	
R50	N40°11'0"E	
R51	S80°06'2"W	
R52	S03°57'2"E	

NORTH FLOODPLAIN LINE TABLE		
LINE	LENGTH	BEARING
L 149	56.75	N87°44.56"E
L 150	82.71	N89°24.57"E
L 151	14.63	S52°17.39"E
L 152	25.77	N12°12'7"W
L 153	18.57	N70°02.54"E
L 154	78.27	S44°46'56"E
L 155	29.81	N24°24'55"W
L 156	18.30	N22°37'29"E
L 157	11.40	N28°.5.57"W
L 158	37.26	N12°55'58"E
L 159	28.54	N14°29.02"W
L 160	10.21	N35°44.47"W
L 161	78.85	S87°17'24"W
L 162	41.38	S01°53.22"E
L 163	45.07	S44°44.28"W
L 164	40.42	N58°50.37"W
L 165	33.88	S54°27'0"E
L 166	59.51	S84°15.26"E
L 167	38.17	N84°54.02"W
L 168	52.49	S28°18'49"E
L 169	25.54	S59°03.38"E
L 170	24.17	N73°2.32"E
L 171	40.09	N28°57.21"E
L 172	74.05	N74°0.08"E
L 173	40.39	N21°35.37"E
L 174	52.31	N57°39.55"E
L 175	78.56	N17°09.54"E
L 176	48.8	N57°30.14"E
L 177	47.40	N5°.8.64"E
L 178	73.50	N57°44.30"E
L 179	120.23	N31°06.42"E
L 180	76.90	N0°.30.16"E
L 181	47.98	N52°.7.45"E
L 182	67.34	N68°.4.40"E
L 183	32.99	N.31.45.18"E
L 184	77.30	N19°00.00"E
L 185	3.78	N21°.5.30"E
L 186	17.67	N90°00.00"E
L 187	28.05	S17°28.22"E
L 188	44.05	S.2°06.57"E
L 189	38.12	S0°.2.8"E
L 190	60.44	S46°.7.45"E
L 191	41.54	S47°.3.27"E
L 192	54.32	S21°.7.30"E
L 193	38.76	S.2°.2.8"E
L 194	58.20	S.2°.6.57"E
L 195	47.87	N59°.9.39"E
L 196	93.66	S84°.7.25"E
L 197	88.52	N.2°.2.8"E
L 198	58.35	S.30°.0.04"E
L 199	54.07	N51°.9.33"E
L 200	69.41	N84°.0.14"E
L 201	44.42	S.8°.4.22"E
L 202	63.87	S84°.4.26"E
L 203	25.89	S.2°.7.49"E
L 204	41.27	S.2°.7.49"E
L 205	26.41	S.2°.7.49"E
L 206	72.18	N0°.4.32"E
L 207	44.39	N.2°.2.8"E
L 208	98.35	S.2°.0.58"E
L 209	98.52	S.2°.1.30"E
L 210	52.11	N90°.0.00"E
L 211	60.57	S.2°.0.58"E
L 212	90.32	N.2°.5.30"E
L 213	27.72	S.2°.4.21"E
L 214	35.47	S.2°.4.08"E
L 215	54.58	N.2°.2.8"E
L 216	137.20	S.2°.4.26"E
L 217	54.44	S.2°.3.58"E
L 218	41.47	N.2°.4.42"E
L 219	39.13	S.2°.2.8"E
L 220	27.27	S.2°.2.8"E
L 221	25.90	S.2°.2.8"E
L 222	51.18	S.2°.2.8"E

NORTH FLOODPLAIN LINE TABLE		
LINE	LENGTH	BEARING
L 223	20.73	N89°.0.41"E
L 224	52.54	S22°.0.54"E
L 225	38.35	S.2°.2.8"E
L 226	81.91	N89°.0.25"E
L 227	18.92	S32°.0.26"E
L 228	61.72	N85°.0.26"E
L 229	71.42	N82°.4.40"E
L 230	31.54	N85°.1.26"E
L 231	28.53	S86°.0.16"E
L 232	64.73	S.80°.0.15"E
L 233	28.24	N89°.0.27"E
L 234	54.98	N.2°.2.8"E
L 235	98.88	N0°.0.12"E
L 236	54.99	S.2°.2.8"E
L 237	58.05	S.2°.2.8"E
L 238	45.07	S.2°.2.8"E
L 239	53.71	S.2°.2.8"E
L 240	60.42	N.2°.2.8"E
L 241	53.88	S.2°.2.8"E
L 242	59.55	S.2°.2.8"E
L 243	42.68	S.2°.2.8"E
L 244	42.03	S.2°.2.8"E
L 245	60.35	S.2°.2.8"E
L 246	38.77	N.2°.2.8"E
L 247	78.91	S.2°.2.8"E
L 248	78.56	N.2°.2.8"E
L 249	80.86	S.2°.2.8"E
L 250	38.77	S.2°.2.8"E
L 251	54.99	S.2°.2.8"E
L 252	27.27	S.2°.2.8"E
L 253	29.83	S.2°.2.8"E
L 254	21.58	S.2°.2.8"E
L 255	30.72	S.2°.2.8"E
L 256	85.25	S.2°.2.8"E
L 257	38.77	S.2°.2.8"E
L 258	27.99	S.2°.2.8"E
L 259	54.99	S.2°.2.8"E
L 260	38.77	S.2°.2.8"E
L 261	54.99	S.2°.2.8"E
L 262	27.27	S.2°.2.8"E
L 263	29.83	S.2°.2.8"E
L 264	21.58	S.2°.2.8"E
L 265	30.72	S.2°.2.8"E
L 266	85.25	S.2°.2.8"E
L 267	38.77	S.2°.2.8"E
L 268	27.99	S.2°.2.8"E
L 269	54.99	S.2°.2.8"E
L 270	27.99	S.2°.2.8"E
L 271	54.07	S.2°.2.8"E
L 272	54.32	S.2°.2.8"E
L 273	18.40	S.2°.2.8"E
L 274	54.88	N.2°.2.8"E
L 275	40.99	S.2°.2.8"E
L 276	38.99	S.2°.2.8"E
L 277	32.42	S.2°.2.8"E
L 278	42.79	S.2°.2.8"E
L 279	44.78	S.2°.2.8"E
L 280	29.63	S.2°.2.8"E
L 281	18.63	S.2°.2.8"E
L 282	54.88	N.2°.2.8"E
L 283	43.77	S.2°.2.8"E
L 284	54.76	S.2°.2.8"E
L 285	NOT USED	
L 286	NOT USED	
L 287	27.1	S.2°.2.8"E
L 288	43.20	S.2°.2.8"E
L 289	54.99	S.2°.2.8"E
L 290	61.18	S.2°.2.8"E
L 291	54.99	S.2°.2.8"E
L 292	49.50	S.2°.2.8"E
L 293	70.69	S.2°.2.8"E
L 294	54.99	S.2°.2.8"E
L 295	78.11	S.2°.2.8"E
L 296	61.18	S.2°.2.8"E
L 297	54.99	S.2°.2.8"E

NORTH FLOODPLAIN LINE TABLE		
LINE	LENGTH	BEARING
L 298	21.75	S89°.0.41"E
L 299	54.26	N.2°.2.8"E
L 300	56.35	N89°.0.36"E
L 301	98.88	S.2°.2.8"E
L 302	39.49	S.2°.2.8"E
L 303	52.38	N.2°.2.8"E
L 304	51.75	S.2°.2.8"E
L 305	28.83	S.2°.2.8"E
L 306	19.57	S.2°.2.8"E
L 307	19.99	S.2°.2.8"E
L 308	51.98	S.2°.2.8"E
L 309	24.12	S.2°.2.8"E
L 310	19.67	N.2°.2.8"E
L 311	21.70	S.2°.2.8"E
L 312	28.01	S.2°.2.8"E
L 313	21.82	S.2°.2.8"E
L 314	55.79	S.2°.2.8"E
L 315	25.82	S.2°.2.8"E
L 316	40.45	S.2°.2.8"E
L 317	54.78	N.2°.2.8"E
L 318	50.12	S.2°.2.8"E
L 319	20.97	S.2°.2.8"E
L 320	31.60	S.2°.2.8"E
L 321	39.23	S.2°.2.8"E
L 322	28.27	S.2°.2.8"E
L 323	29.00	S.2°.2.8"E
L 324	19.25	S.2°.2.8"E
L 325	102.72	S.2°.2.8"E
L 326	53.14	S.2°.2.8"E
L 327	53.56	S.2°.2.8"E
L 328	41.06	S.2°.2.8"E
L 329	43.11	S.2°.2.8"E
L 330	38.56	S.2°.2.8"E
L 331	27.13	S.2°.2.8"E
L 332	58.62	S.2°.2.8"E
L 333	25.96	S.2°.2.8"E
L 334	28.82	S.2°.2.8"E
L 335	29.63	S.2°.2.8"E
L 336	24.06	S.2°.2.8"E
L 337	19.63	S.2°.2.8"E
L 338	46.46	S.2°.2.8"E
L 339	18.83	S.2°.2.8"E
L 340	87.2	S.2°.2.8"E
L 341	48.90	S.2°.2.8"E
L 342	33.14	S.2°.2.8"E
L 343	34.45	S.2°.2.8"E
L 344	34.91	S.2°.2.8"E
L 345	33.80	S.2°.2.8"E
L 346	18.37	S.2°.2.8"E
L 347	38.04	S.2°.2.8"E
L 348	15.98	S.2°.2.8"E
L 349	18.46	S.2°.2.8"E
L 350	34.57	S.2°.2.8"E
L 351	83.58	S.2°.2.8"E
L 352	69.9	S.2°.2.8"E
L 353	73.85	S.2°.2.8"E
L 354	94.84	S.2°.2.8"E
L 355	33.15	S.2°.2.8"E
L 356	83.95	S.2°.2.8"E
L 357	83.95	S.2°.2.8"E
L 358	116.72	S.2°.2.8"E
L 359	70.67	S.2°.2.8"E
L 360	19.21	S.2°.2.8"E
L 361	52.7	S.2°.2.8"E
L 362	27.50	S.2°.2.8"E
L 363	27.50	S.2°.2.8"E
L 364	27.50	S.2°.2.8"E
L 365	27.50	S.2°.2.8"E
L 366	27.50	S.2°.2.8"E
L 367	27.50	S.2°.2.8"E
L 368	27.50	S.2°.2.8"E
L 369	27.50	S.2°.2.8"E
L 370	27.50	S.2°.2.8"E
L 371	27.50	S.2°.2.8"E

SHEET INDEX

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FINAL PLAT

SWEETWATER CANYON

LOTS 1 THRU 46, COMMON AREA "A" (PRIVATE STREETS)
AND COMMON AREA "B" (SLOPE AND FUNCTIONAL OPEN SPACE)

BEING A PORTION OF SECTION 25,
TOWNSHIP 13 SOUTH, RANGE 12 EAST
GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

MAY, 2008
SCALE AS NOTED
1206003—ADD2—0108 P1206-118 SHEET 15 OF 20

The WLB Group WLB

Engineering Planning Surveying
Landscape Architecture Urban Design
3110 East Broadway
Tucson, Arizona (520) 881-7480

Plotted: May 16, 2008

ANNOTATED COPY

NORTH FLOODPLAIN LINE TABLE		
LINE	LENGTH	BEARING
L1372	37.64	N89°52'38"E
L1373	32.28	N68°56'12"E
L1374	38.46	N22°34'17"E
L1375	84.53	S81°35'36"W
L1376	184.37	S86°23'22"W
L1377	132.84	S43°46'39"W
L1378	73.53	N89°12'18"W
L1379	91.23	S58°17'19"W
L1380	186.37	S24°24'37"W
L381	79.08	S12°48'34"W
L1382	87.37	S32°32'38"W
L383	82.37	S87°11'37"W
L384	154.88	S81°21'47"W
L385	51.33	S66°48'13"W
L386	43.86	N85°14'30"W
L1387	32.87	S14°28'37"E
L388	97.31	S20°34'16"W
L1389	38.04	S36°09'5 "W
L1390	59.80	N52°47'23"E
L1391	53.47	N66°43'03"E
L1392	35.83	S41°03'54"W
L1393	33.33	S53°37'01"E
L402	57.06	N31°37'38"E
L403	27.87	S28°11'08"E
L1404	81.92	N42°24'30"E
L405	47.89	N78°55'41"E
L1406	98.87	S22°36'08"E
L1407	107.56	N42°46'47"E
L1408	130.15	N13°39'58"E
L1409	43.05	N19°45'38"W
L1410	48.31	N86°28'52"W
L1411	48.74	S28°11'34"W
L412	57.95	S33°23'37"W
L1413	114.43	S8°57'13"W
L1414	80.38	S44°18'06"W
L415	88.9	S36°22'24"W
L1416	88.75	S14°58'13"E
L1417	25.25	N53°37'57"W
L1418	38.45	S40°18'30"E
L1419	29.07	S78°24'50"E
L1420	42.88	N27°54'09"W
L1421	88.15	N38°38'47"E
L422	57.52	N86°-2'26"E
L1423	98.38	N38°45'37"E
L1424	110.87	N51°07'22"E
L425	127.14	N43°48'39"E
L1426	87.46	N78°34'20"E
L1427	33.64	N15°29'11"E
L1428	16.36	N89°52'10"E
L1429	10.48	N68°45'50"E

EROSION HAZARD SETBACK LINE TABLE		
LINE	LENGTH	BEARING
L1	85.14	N78°-0'07"E
L402	88.22	N75°45'11"E
L403	77.02	N77°35'26"E
L 04	50.19	S80°21'32"E
L 05	79.08	N89°2 '36"E
L406	28.52	N82°35'07"E
L407	41.45	N78°32'34"E
L408	50.68	N80°2 '48"E
L409	48.67	N63°18'07"E
L410	46.84	N48°34'20"E
L411	55.02	N88°33'25"E
L412	39.37	S84°26'22"E
L413	38.68	N50°09'07"E
L414	48.32	N44°37'07"E
L415	43.01	N84°16'49"E
L416	38.18	N53°37'34"E
L417	44.87	N87°38'30"E
L418	43.63	S89°04'28"E
L419	43.32	S58°24'36"E
L420	47.77	S 7°07'46"E
L421	55.84	S86°47'54"E
L422	68.12	S74°44'07"E
L423	34.42	N17°09'54"E
L424	18.58	N39°59'10"E
L425	65.40	N72°11'01"E
L426	24.04	N85°47'09"E
L427	33.98	S44°02'27"E
L428	42.48	S66°18'32"E
L429	30.83	N88°15'52"E
L430	41.72	N77°34'08"E
L431	44.28	N73°16'04"E
L432	33.88	S80°12'09"E
L433	21.24	S82°02'32"E
L434	57.51	S67°00'08"E
L435	44.83	N65°22'25"E
L436	57.88	S67°20'08"E
L437	38.98	S80°22'03"E
L438	41.74	S78°34'42"E
L439	53.74	N 8°05'53"E
L440	61.71	N64°27'28"E
L441	43.36	S81°54'26"E
L442	70.82	S52°52'32"E
L443	79.25	S72°56'48"E
L444	58.53	S78°44'33"E
L445	91.78	N88°30'53"E
L446	72.87	S78°14'24"E
L447	34.19	S67°23'10"E
L448	52.88	S41°39'55"E
L449	65.37	S20°23'12"E
L450	78.55	S58°09'01"E
L451	87.83	S86°45'21"E
L452	41.00	S40°21'21"E
L453	57.12	S87°27'38"E
L454	62.80	N85°59'20"E
L455	48.12	S80°45'39"E
L456	74.50	N75°07'39"E
L457	102.34	N78°24'56"E
L458	82.68	N45°01'45"E
L459	130.83	N20°08'02"E
L460	31.44	N82°37'11"E
L461	27.90	S61°05'32"E
L462	41.80	S70°23'48"E
L463	117.38	N66°33'25"E
L464	85.05	N63°59'36"E
L465	81.47	S77°08'23"E
L466	82.89	S80°47'36"E
L467	120.46	S70°09'57"E
L468	82.89	S80°47'36"E
L469	30.88	N58°28'45"E
L470	45.60	N68°28'58"E
L471	55.31	S49°25'14"E
L472	27.26	S4 °08'-0"W
L473	74.74	S34°27'54"W
L474	78.15	S78°19'10"W
L475	29.81	S47°08'17"W
L476	48.77	S60°45'52"W
L477	89.21	S48°31'52"W
L478	47.91	S11°00'45"W
L479	45.17	S1 °22'36"W

EROSION HAZARD SETBACK LINE TABLE		
LINE	LENGTH	BEARING
L1280	52.74	N10°54'55"E
L1481	99.50	N45°56'05"E
L1482	45.18	N85°47'34"E
L1483	50.87	N 8°37'43"E
L1484	53.45	N82°50'13"E
L1485	51.28	N22°05'50"E
L1486	72.90	N55°34'12"E
L1487	57.72	N28°12'28"E
L1488	58.44	N41°19'50"E
L1489	80.76	N79°26'55"E
L1490	80.91	S12°32'45"E
L1491	80.45	S85°58'07"E
L1492	32.38	S68°34'21"E
L1493	48.85	S63°04'48"E
L1494	41.47	S52°12'28"E
L1495	32.42	S34°34'09"E
L1496	58.80	S17°24'49"E
L1497	79.18	S82°17'18"E
L1498	34.91	N88°37'41"E
L1499	107.33	S81°20'43"E
L1500	78.18	N78°20'26"E
L1501	29.93	S85°36'17"E
L1502	54.08	S81°25'08"E
L1503	58.25	S87°36'48"E
L1504	34.23	N75°47'01"E
L1505	44.81	S80°32'00"E
L1506	34.84	S35°15'58"E
L1507	57.10	S60°12'18"E
L1508	30.48	S49°28'49"E
L1509	33.86	S68°42'16"E
L1510	24.09	S47°41'38"E
L1511	45.58	S22°20'15"E
L1512	24.02	S80°46'57"E
L1513	72.85	S34°44'48"E
L1514	34.02	S80°05'54"W
L1515	27.52	S11°27'26"W
L1516	22.52	S68°26'09"E
L1517	22.41	S13°36'13"W
L1518	32.23	S38°52'27"E
L1519	18.86	S38°47'29"E
L1520	12.08	S82°43'44"E
L1521	26.47	S87°36'5 "E
L1522	14.14	N78°13'08"E
L1523	50.32	N38°49'38"E
L1524	30.47	N24°28'56"W
L1525	50.45	N11°28'54"W
L1526	58.46	N22°44'54"E
L1527	23.87	N20°0 '24"E
L1528	8.87	N28°36'24"E
L1529	27.32	N24°48'21"E
L1530	43.16	N 8°00'38"E
L1531	29.85	N0°34'33"E
L1532	18.83	N19°42'4 "W
L1533	8.06	S40°1 '54"W
L1534	18.22	S13°28'21"W
L1535	16.05	S0°43'33"E
L1536	10.20	S31°28'25"W
L1537	17.07	S39°0 '45"W
L1538	28.53	N76°1 '36"W
L1539	12.15	S68°1 '35"W
L1540	132.05	S89°42'03"W
L1541	7.18	S48°24'45"W
L1542	14.07	S82°31'48"W
L1543	23.86	S11°44'51"W
L1544	35.88	S22°6 '48"E
L1545	24.68	S40°06'20"E
L1546	18.79	S89°38'34"E
L1547	1.38	N80°44'30"E
L1548	38.41	S83°2 '58"E
L1549	67.71	N78°00'20"E
L1550	33.83	N47°58'32"E
L1551	56.90	N32°11'40"E
L1552	34.07	N1°37'46"E
L1553	72.33	N60°22'38"E
L1554	35.38	S7°35'4 "E
L1555	39.51	N78°5 '4"E
L1556	33.07	N48°31'08"E
L1557	33.98	N45°08'39"E
L1558	52.94	S68°55'56"W

EROSION HAZARD SETBACK LINE TABLE		
LINE	LENGTH	BEARING
L1179	87.65	S46°15'15"W
L1180	143.77	S30°22'22"W
L1181	86.46	S36°19'32"W
L1182	78.83	S44°08'33"W
L1183	59.58	N89°26'24"W
L1184	39.43	S71°39'28"W
L1185	27.36	S88°05'57"W
L1186	27.57	S86°43'56"W
L1187	28.78	S75°37'17"W
L1188	58.78	N71°09'22"W
L1189	69.45	S85°28'10"W
L1190	38.88	N80°32'41"W
L1191	37.39	S88°38'40"W
L1192	38.19	S68°14'30"W
L1193	32.37	S73°29'43"W
L1194	29.37	N86°20'52"W
L1195	38.80	N87°44'05"W
L1196	87.14	S83°42'33"W
L1197	85.86	N82°00'04"W
L1198	30.62	S81°28'53"W
L1199	63.87	S86°03'43"W
L1200	71.85	S71°42'48"W
L1201	74.62	N84°48'05"W
L1202	8.01	N58°12'28"W
L 03	81.13	N78°36'12"W
L1204	64.05	S63°5 '08"W
L1205	87.51	S89°31'13"W
L 06	85.91	S80°38'12"W
L1207	77.38	S84°12'35"W
L1208	56.39	N78°48'09"W
L1209	69.65	S61°08'26"W
L1210	28.64	S48°59'02"W
L1211	57.26	S 7°32'34"W
L1212	43.34	S38°56'43"W
L1213	7.35	S38°19'02"W
L1214	25.48	S58°05'20"W
L1215	28.52	S53°35'54"W
L1216	67.57	S54°28'10"W
L1217	53.37	S70°32'54"W
L1218	45.42	S62°2 '17"W
L1219	27.07	S54°28'50"W
L1220	35.83	S38°1 '34"W
L1221	71.15	S22°5 '08"E
L1222	37.67	S42°28'15"E
L1223	57.03	N3 °0 '12"E
L1224	54.35	N37°46'48"E
L1225	37.39	N34°08'25"E
L1226	42.70	S84°31'52"E
L1227	72.82	N75°47'41"E
L1228	55.25	N34°3 '09"E
L1229	47.44	N64°28'58"E
L1230	30.05	N41°27'46"E
L1231	69.67	N80°05'27"E
L1232	NOT USED	
L1233	83.89	S84°08'18"E
L1234	30.82	N41°44'44"E
L1235	58.39	S78°47'47"E
L1236	43.84	N72°47'22"E
L1237	40.89	N8 °8'26"E
L1238	113.00	S88°17'0 "E
L1239	60.47	N88°5 '34"E
L1240	48.75	S82°27'34"E
L1241	33.07	N72°20'34"E
L1242	51.36	N81°18'28"E
L1243	78.92	S80°08'34"E
L1244	81.33	N89°38'18"E
L1245	37.48	N78°47'34"E
L1246	18.85	N48°5 '52"E
L1247	72.83	S81°20'46"E
L1248	93.33	N89°22'34"E
L1249	28.18	N71°24'06"E
L1250	62.88	N87°54'43"E
L1251	48.44	S41°22'51"E
L1252	28.78	S87°08'13"E
L1253	56.28	S61°44'37"E
L1254	51.05	N64°3 '48"E
L1255	84. 0	N37°7 '37"E
L1256	92.94	N54°58'22"E
L1257	125.84	N89°19'07"E

NATURAL OPEN SPACE		
LINE	LENGTH	BEARING
N1051	47.18	S82°28'07"E
N1052	26.42	N45°55'35"E
N1053	60.50	N0°28'35"W
N1054	50.81	S89°32'18"E
N1055	113.31	N84°23'11"E
N1056	85.16	N76°53'25"E
N1057	75.90	N82°09'41"E
N1058	54.19	N72°43'56"E
N1059	69.95	N53°44'52"E
N1060	95.27	N86°50'07"E
N1061	27.14	N84°58'25"E
N1062	130.79	N10°28'36"E
N1515	58.50	N85°47'15"E
N1514	48.24	S80°18'48"W
N1515	18.01	N65°41'34"E
N1516	69.08	N52°39'58"E
N1517	27.47	N65°49'53"E
N1518	62.99	S86°12'35"E
N1519	24.53	S51°28'27"E
N1520	80.00	N0°0'0"E
N1521	80.00	N89°59'34"E

EROSION HAZARD SETBACK LINE TABLE CONTINUES ON SHEET 17 OF 17

SHEET INDEX

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SHEET 2 .. SHEET INDEX
SHEETS 3-5 .. PLAN SHEETS, PUBLIC UTILITY AND TRAIL EASEMENT TIES
SHEETS 6-8 .. FLOODPLAIN & EROSION HAZARD SETBACK TIES
SHEETS 9-11 .. SLOPE, DRAINAGE, MAINTENANCE, PUBLIC UTILITY AND COMMON ACCESS EASEMENT TIES
SHEETS 12-14 .. RIPARIAN AREA
SHEETS 15-18 .. TABLES
SHEET 17 .. TABLES & SVT DETAILS
SHEETS 18-20 .. NATURAL OPEN SPACE (NOS)

The WLB Group WLB

FINAL PLAT

SWEETWATER CANYON

LOTS 1 THRU 48, COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (SLOPE AND FUNCTIONAL OPEN SPACE)

BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

MAY, 2009
SCALE: AS NOTED
108003-A022-0108 P1206-118 SHEET 16 OF 20

ANNOTATED COPY

SLOPE-DRAINAGE CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD
SDC1	32.29'	38.50'	37°10'32"	16.87'	31.38'
SDC2	100.53'	62.50'	92°09'05"	64.27'	89.98'
SDC3	222.51'	742.50'	17°10'14"	112.15'	221.68'
SDC4	37.62'	25.00'	84°37'46"	23.08'	34.26'
SDC5	118.07'	223.50'	30°16'07"	60.44'	116.70'
SDC6	120.19'	139.50'	49°21'21"	64.18'	116.46'
SDC7	199.11'	223.50'	51°02'34"	106.85'	192.55'
SDC8	124.28'	139.50'	51°02'34"	66.86'	120.23'
SDC9	184.98'	223.50'	47°25'21"	100.56'	179.83'
SDC10	73.16'	139.50'	30°03'01"	37.46'	72.32'
SDC11	37.02'	25.00'	84°51'16"	23.06'	33.76'
SDC12	31.48'	242.50'	7°26.46"	15.75'	31.46'
SDC13	208.38'	557.50'	21°25'11"	105.54'	207.16'
SDC14	382.82'	742.50'	29°32'06"	195.09'	378.63'
SDC15	482.80'	757.50'	36°32'04"	249.89'	474.86'
SDC16	75.75'	542.50'	8°00'01"	37.94'	75.69'
SDC17	35.44'	25.00'	81°15'33"	21.46'	32.56'
SDC18	199.53'	417.50'	27°23'11"	101.73'	198.55'
SDC19	754.95'	542.50'	79°45'04"	139.68'	252.22'
SDC20	36.28'	25.00'	83°09.08"	22.18'	33.19'
SDC21	187.01'	257.50'	41°36'10"	193.86'	182.90'
SDC22	242.77'	457.50'	30°24'16"	124.32'	239.93'
SDC23	455.84'	542.50'	48°08'14"	242.41'	442.64'
SDC24	114.64'	82.50'	79°39'05"	69.45'	99.17'
SDC25	147.87'	64.98'	130°26.37"	140.83'	117.97'
SDC26	331.20'	457.50'	41°28'45"	173.25'	324.02'
SDC27	287.26'	542.50'	30°24'14"	147.41'	284.51'
SDC28	262.15'	342.50'	43°51'09"	137.68'	255.78'
SDC29	38.28'	25.00'	87°43'08"	23.98'	33.98'
SDC30	33.91'	542.50'	3°34'11"	16.96'	33.91'
SDC31	392.54'	542.50'	41°26'26"	156.21'	288.64'
SDC32	388.57'	457.50'	113°19'02"	44.85'	88.43'
SDC33	97.40'	257.50'	21°40'21"	49.28'	96.83'
SDC34	35.34'	342.50'	5°54'49"	17.68'	35.33'
SDC35	199.78'	382.50'	29°56'07"	86.48'	198.23'
SDC36	182.05'	382.50'	28°49.28"	92.89'	180.15'
SDC37	38.38'	25.00'	88°23'43"	23.23'	33.78'
SDC38	129.98'	542.50'	11°26.29"	65.21'	129.76'
SDC39	14.85'	138.50'	6°08'12"	7.43'	14.83'
SDC40	73.33'	71.50'	58°45.28"	40.58'	70.19'
SDC41	170.75'	223.50'	28°13.26"	88.28'	169.13'
SDC42	20.48'	557.50'	2°06'01"	10.25'	20.48'
SDC43	295.30'	542.50'	28°31.09"	150.98'	292.00'
SDC44	259.71'	82.50'	216°31'46"	57.88'	155.91'
SDC45	222.30'	457.50'	27°50'48"	113.42'	220.13'
SDC46	43.21'	25.00'	100°09'54"	29.88'	38.25'
SDC47	113.52'	217.50'	29°22.22"	57.90'	112.42'
SDC48	121.06'	277.50'	24°59'41"	61.51'	120.10'
SDC49	54.59'	257.50'	12°08'09"	27.80'	54.49'
SDC50	48.15'	342.50'	8°03'14"	24.11'	48.15'
SDC51	40.48'	38.50'	60°13'00"	22.34'	38.65'
SDC52	139.31'	87.50'	109°30'31"	93.98'	118.45'
SDC53	324.02'	857.50'	21°39'01"	164.27'	320.72'
SDC54	80.45'	842.50'	5°28'28"	40.28'	80.42'
SDC55	100.72'	842.50'	6°51'06"	50.43'	100.66'
SDC56	321.11'	857.50'	21°27'26"	163.02'	317.83'
SDC57	238.01'	842.50'	16°11'21"	120.27'	239.10'
SDC58	223.18'	842.50'	15°10'40"	112.25'	222.57'
SDC59	63.88'	457.50'	8°00'01"	31.99'	63.83'
SDC60	39.27'	25.00'	90°00'00"	25.00'	35.36'
SDC61	47.23'	257.50'	10°30'31"	23.66'	47.16'
SDC62	398.28'	27.50'	208°00'41"	54.78'	80.50'
SDC63	73.55'	342.50'	12°17'42"	36.88'	73.39'
SDC64	172.98'	332.50'	29°48'28"	88.17'	171.02'
SDC65	631.19'	457.50'	79°02.43"	377.44'	582.28'
SDC66	1.21'	542.50'	0°07'41"	0.61'	1.21'

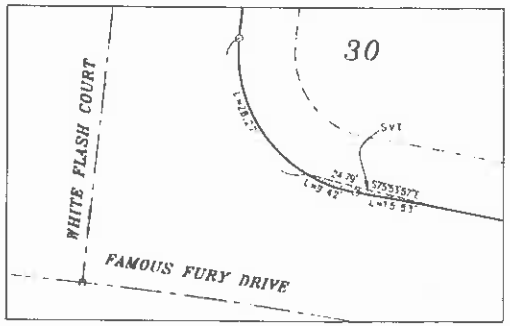
SLOPE-DRAINAGE LINE TABLE		
LINE	LENGTH	BEARING
SDL1	NOT USED	
SDL2	14.37'	N08°08'25"E
SDL3	30.51'	N13°28'14"W
SDL4	59.07'	N28°56'20"E
SDL5	85.95'	N04°09'25"E
SDL6	54.12'	N49°42'38"E
SDL7	109.87'	N73°59'23"W
SDL8	38.26'	N45°38'24"W
SDL9	65.28'	N29°15'47"E
SDL10	82.74'	N85°57'07"E
SDL11	52.44'	N28°56'20"E
SDL12	30.51'	N13°28'14"W
SDL13	14.38'	N08°08'25"E
SDL14	152.80'	N70°52'37"W
SDL15	127.81'	N17°58'23"E
SDL16	61.78'	N87°58'23"E
SDL17	187.28'	N02°06'19"E
SDL18	40.38'	N34°16'45"W
SDL19	189.84'	N78°01'49"W
SDL20	NOT USED	
SDL21	89.56'	N81°57'49"W
SDL22	109.83'	S68°12'06"W
SDL23	37.00'	N13°33'28"E
SDL24	144.92'	N82°41'33"W
SDL25	88.85'	N43°01'51"W
SDL26	NOT USED	
SDL27	34.85'	S42°48'20"W
SDL28	185.84'	N78°01'49"W
SDL29	40.38'	N34°16'45"W
SDL30	24.35'	N16°05'20"W
SDL31	29.00'	N73°33'40"E
SDL32	2° 18'	N14°08'20"W
SDL33	82.42'	N89°26'20"E
SDL34	335.67'	N00°18'54"E
SDL35	57.00'	N89°40'06"W
SDL36	332.28'	N00°18'54"E
SDL37	149.15'	N89°58'20"E
SDL38	38.00'	N81°58'30"E
SDL39	50.14'	N07°58'26"W
SDL40	25.00'	N82°28'46"E
SDL41	185.55'	N03°37'35"W
SDL42	125.88'	N32°49'22"E
SDL43	50.00'	N57°10'38"W
SDL44	101.09'	N32°49'22"E
SDL45	120.09'	N03°37'35"W
SDL46	543.84'	N89°29'49"E
SDL47	704.87'	N82°28'58"W
SDL48	208.06'	N51°21'44"E
SDL49	83.00'	N38°38'16"W
SDL50	179.11'	N51°21'44"E
SDL51	198.72'	N02°28'58"W
SDL52	21.34'	N89°29'49"E
SDL53	75.04'	N19°37'28"E
SDL54	79.00'	N70°22'32"W
SDL55	25.04'	N19°37'28"E
SDL56	58.94'	N82°17'43"E
SDL57	64.94'	N89°53'11"E
SDL58	52.57'	N07°28'04"W
SDL59	133.06'	N01°37'39"E
SDL60	77.56'	N90°00'00"W
SDL61	170.00'	N39°54'19"W
SDL62	45.88'	N31°48'52"E
SDL63	NOT USED	
SDL64	54.94'	N89°53'11"E
SDL65	60.65'	N58°05'28"E
SDL66	54.86'	N82°17'43"E
SDL67	50.00'	N89°00'04"E
SDL68	208.75'	N82°17'43"E
SDL69	99.23'	N52°20'48"E
SDL70	156.48'	N38°18'13"W
SDL71	23.51'	N50°56'14"E
SDL72	180.42'	N45°31'18"E
SDL73	95.70'	N09°46'02"W
SDL74	28.14'	N82°17'43"E
SDL75	NOT USED	
SDL76	202.49'	N82°17'43"E
SDL77	8.04'	N19°37'28"E
SDL78	40.00'	N70°22'32"W
SDL79	8.04'	N19°37'28"E
SDL80	743.66'	N89°29'49"E
SDL81	NOT USED	
SDL82	52.82'	N07°11'30"E
SDL83	31.89'	N35°33'49"E

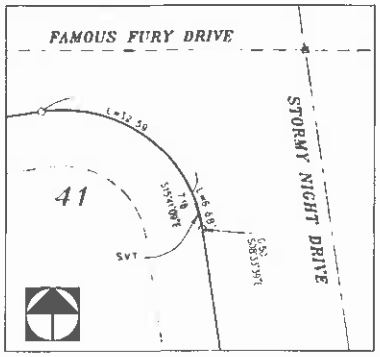
SLOPE-DRAINAGE LINE TABLE		
LINE	LENGTH	BEARING
SDL84	52.01'	N82°33'43"W
SDL85	198.02'	N07°11'30"E
SDL86	223.94'	N00°22'49"E
SDL87	60.00'	N89°34'11"W
SDL88	220.45'	N00°22'49"E
SDL89	283.45'	N27°19'00"E
SDL90	152.80'	N70°52'37"W
SDL91	403.56'	N19°37'28"E
SDL92	70.00'	N70°22'32"W
SDL93	427.15'	N19°37'28"E
SDL94	27.81'	N73°26'22"E
SDL95	58.56'	N89°28'21"E
SDL96	158.63'	N00°31'39"W
SDL97	227.15'	N00°31'39"W
SDL98	197.29'	N27°09'19"E

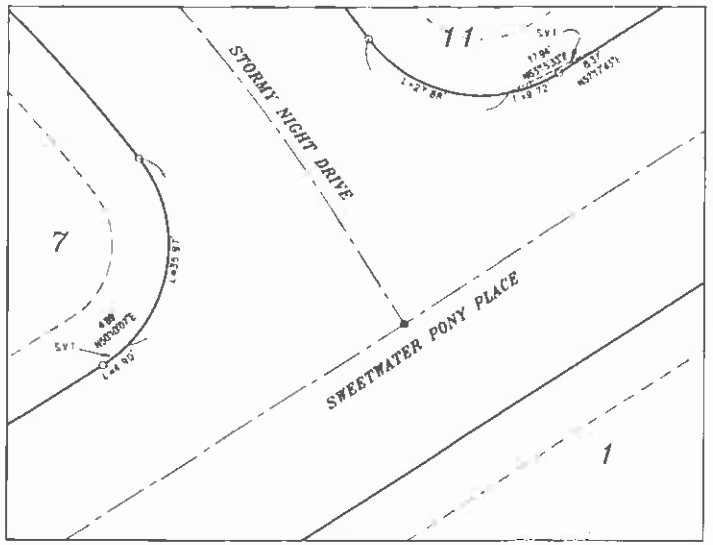
EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
TL1	613.25	N44°35'55"W
TL2	98.22'	N00°18'00"E
TL3	148.78'	N89°26'26"E
TL4	86.39'	N08°46'30"E
TL5	88.36'	N09°52'27"E
TL6	285.43	N84°24'37"E
TL7	814.45'	N17°46'55"E
TL8	141.90'	N82°26'21"W
TL9	28.04'	N82°26'21"W
TL10	82.35'	N89°18'06"E
TL11	487.56	N33°30'47"E
TL12	138.14'	N76°41'12"E
TL13	117.29'	N13°30'08"E
TL14	160.19'	N08°46'33"E

RIPARIAN AREA LINE TABLE		
LINE	LENGTH	BEARING
RA1	247.24	S58°28'47"E
RA2	333.33	S38°21'42"E
RA3	156.16	S53°49'13"W
RA4	298.52	N84°28'46"E
RA5	278.09	S67°21'23"W
RA6	248.18	N85°55'41"E
RA7	189.06	S77°03'22"W
RA8	109.25	N82°26'21"W
RA9	79.50	S76°52'09"W
RA10	185.98	S72°21'55"W
RA11	176.42	N89°32'27"E
RA12	188.97	N24°07'05"E
RA13	925.71	S57°45'38"W
RA14	40.12	N07°05'55"W
RA15	109.97	N38°19'43"E
RA16	73.78	N32°46'36"E
RA17	158.42	N78°55'37"E
RA18	189.13	S77°36'42"W
RA19	34.83	N03°28'55"W
RA20	188.77	N78°35'06"W
RA21	138.51	S89°13'55"W
RA22	514.88	S78°34'30"E
RA23	109.61	N68°56'38"E
RA24	126.18	N89°55'10"W
RA25	190.03	N77°43'53"W
RA26	32.48	N88°30'57"E
RA27	84.53	N84°27'46"E
RA28	199.71	S76°48'56"E
RA29	131.69	N78°37'30"W
RA30	120.88	S61°33'38"W
RA31	276.80	S85°02'05"E
RA32	84.08	N51°17'30"E
RA33	14.55	N16°50'09"E
RA34	11.88	N00°54'55"E
RA35	82.14	N77°46'22"W
RA36	226.83	S62°05'37"E
RA37	59.11	S76°09'27"E
RA38	131.65	N83°46'09"E
RA39	77.16	N31°06'04"E
RA40	133.98	S68°46'17"W
RA41	64.08	N51°17'47"E
RA42	70.74	S44°57'26"E
RA43	40.30	S41°56'19"W
RA44	21.00	N39°45'42"E
RA45	83.23	N35°10'17"E
RA46	84.93	N13°22'58"E

RIPARIAN AREA LINE TABLE		
LINE	LENGTH	BEARING
RA47	97.60	N48°46'33"E
RA48	73.5'	N54°57'41"E
RA49	108.73	N02°08'13"W
RA50	38.87	N55°41'04"W
RA51	108.19	N04°40'22"E
RA52	178.17	N49°02'35"E
RA53	92.26	S26°56'48"E
RA54	88.38	S49°20'09"W
RA55	43.82	S85°47'39"W
RA56	76.40	S44°57'26"E
RA57	59.95	S00°07'13"E
RA58	82.46	S00°28'03"W
RA59	248.87	N85°47'16"E
RA60	113.45	S80°18'24"W
RA61	43.06	S27°41'08"W
RA62	8.29	N89°54'30"E







SVT DETAILS

SCALE: 1" = 10' (TYP. ALL)

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SHEET 2 ... SHEET INDEX
SHEETS 3–5 ... PLAN SHEETS, PUBLIC UTILITY AND TRAIL EASEMENT TIES
SHEETS 6–8 ... FLOODPLAIN & EROSION HAZARD SETBACK TIES
SHEETS 9–11 ... SLOPE, DRAINAGE, MAINTENANCE, PUBLIC UTILITY AND COMMON ACCESS EASEMENT TIES
SHEETS 12–14 ... RIPARIAN AREA
SHEETS 15–16 ... TABLES
SHEET 17 ... TABLES & SVT DETAILS
SHEETS 18–20 ... NATURAL OPEN SPACE (NOS)

FINAL PLAT

SWEETWATER CANYON

LOTS 1 THRU 46, COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" (SLOPE AND FUNCTIONAL OPEN SPACE)

BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

MAY, 2008
SCALE AS NOTED
10XXXS—AXXX—0100

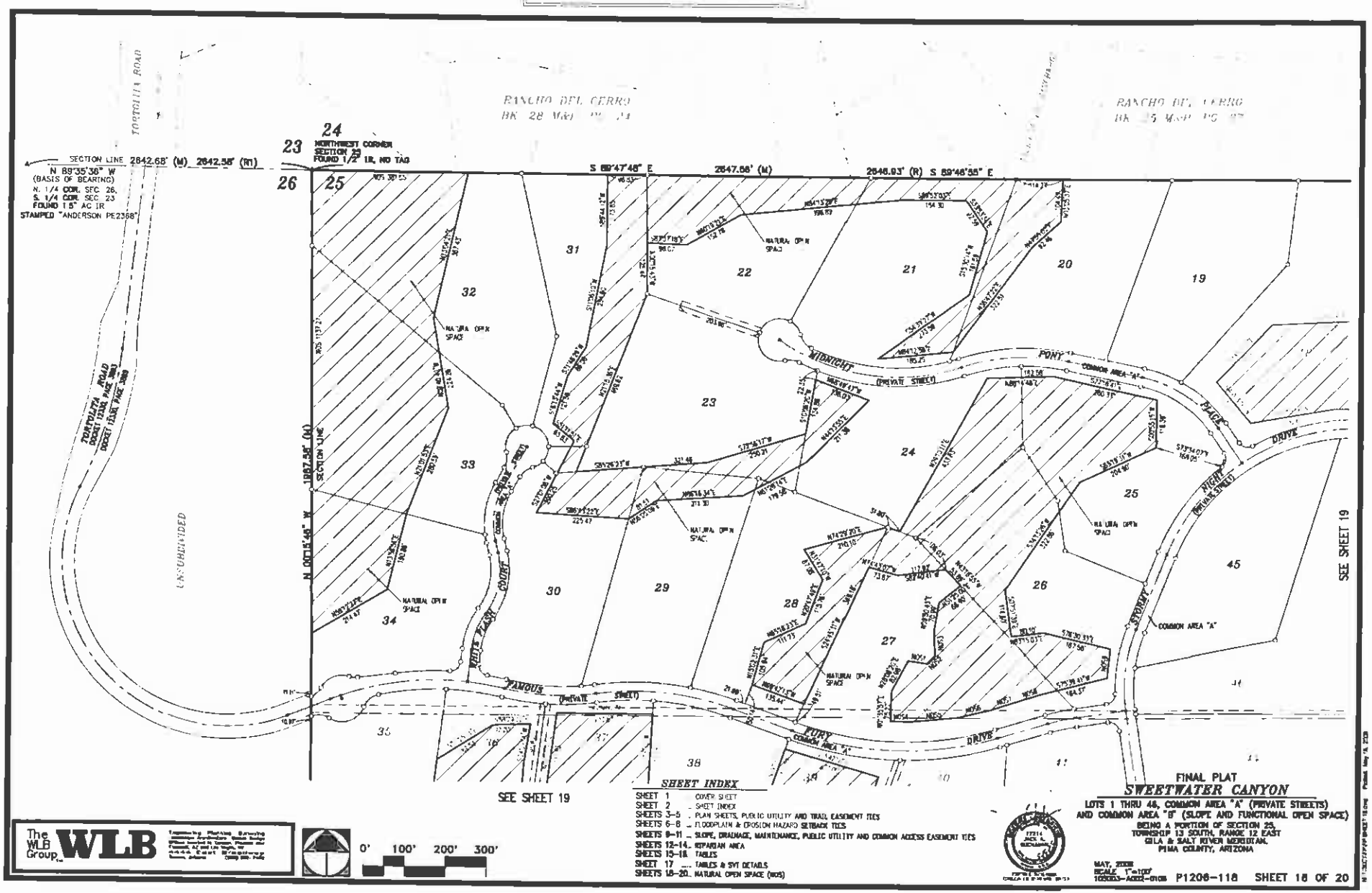
P1206-118

SHEET 17 OF 20

The WLB Group WLB

Engineering, Planning, Surveying
Landscape Architecture, Urban Design
Offices located in Tucson, Phoenix and Flagstaff, AZ and Las Vegas, Reno and Fernley, Nevada
4444 E. Fort Lowell Road
Tucson, Arizona 85712
(520) 881-7480

ANNOTATED COPY



SHEET INDEX

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SHEET 2 ..... SHEET INDEX
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SHEETS 18–20.. NATURAL OPEN SPACE (NOS)

The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

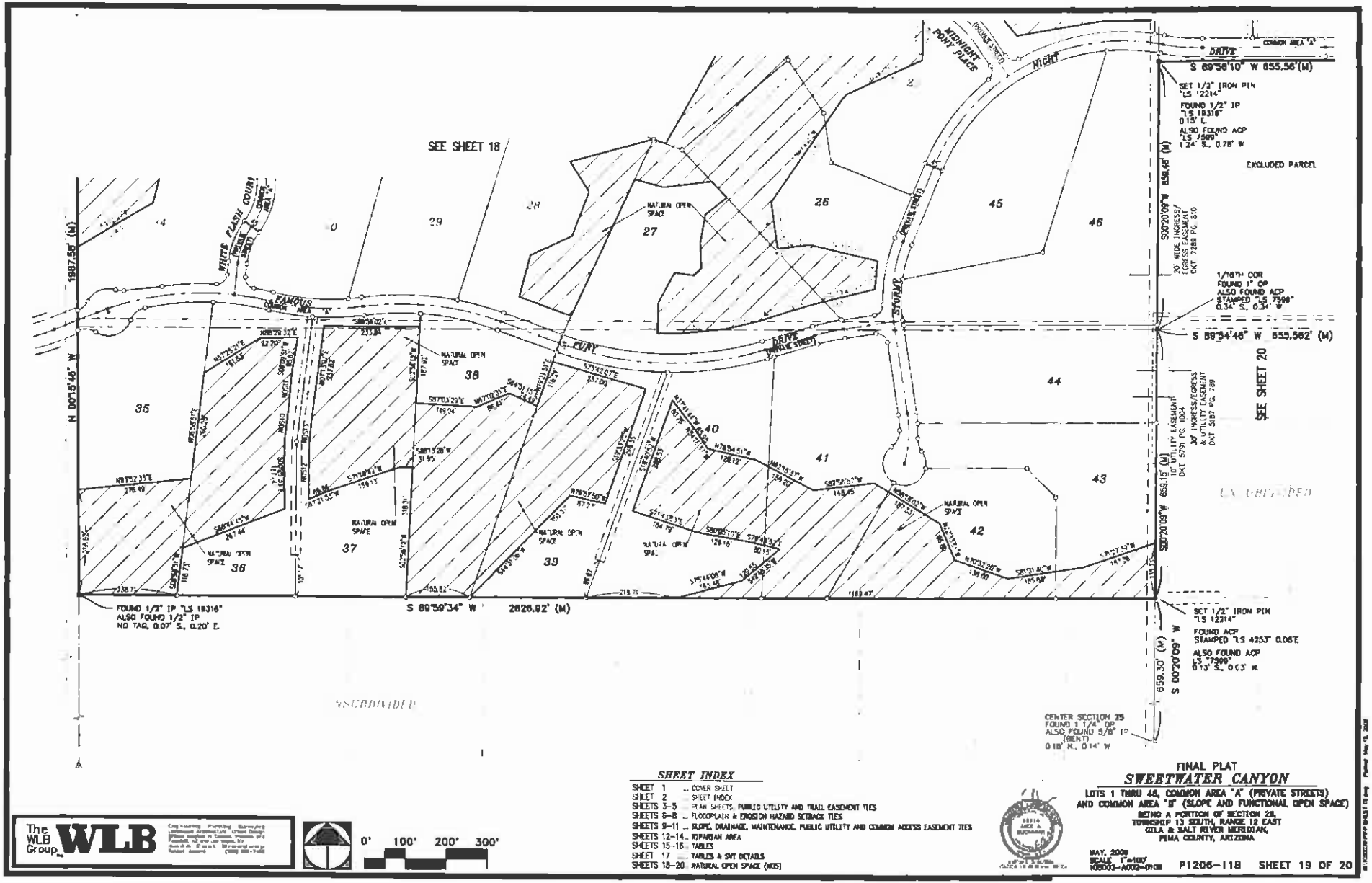
SWEETWATER CANYON

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BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 12 EAST GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

MAY, 2008
SCALE 1"=100'
10080A-ACE2-0108 P1208-118 SHEET 18 OF 20

ANNOTATED COPY



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SHEETS 18-20 ... NATURAL OPEN SPACE (NOS)

The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

SWEETWATER CANYON

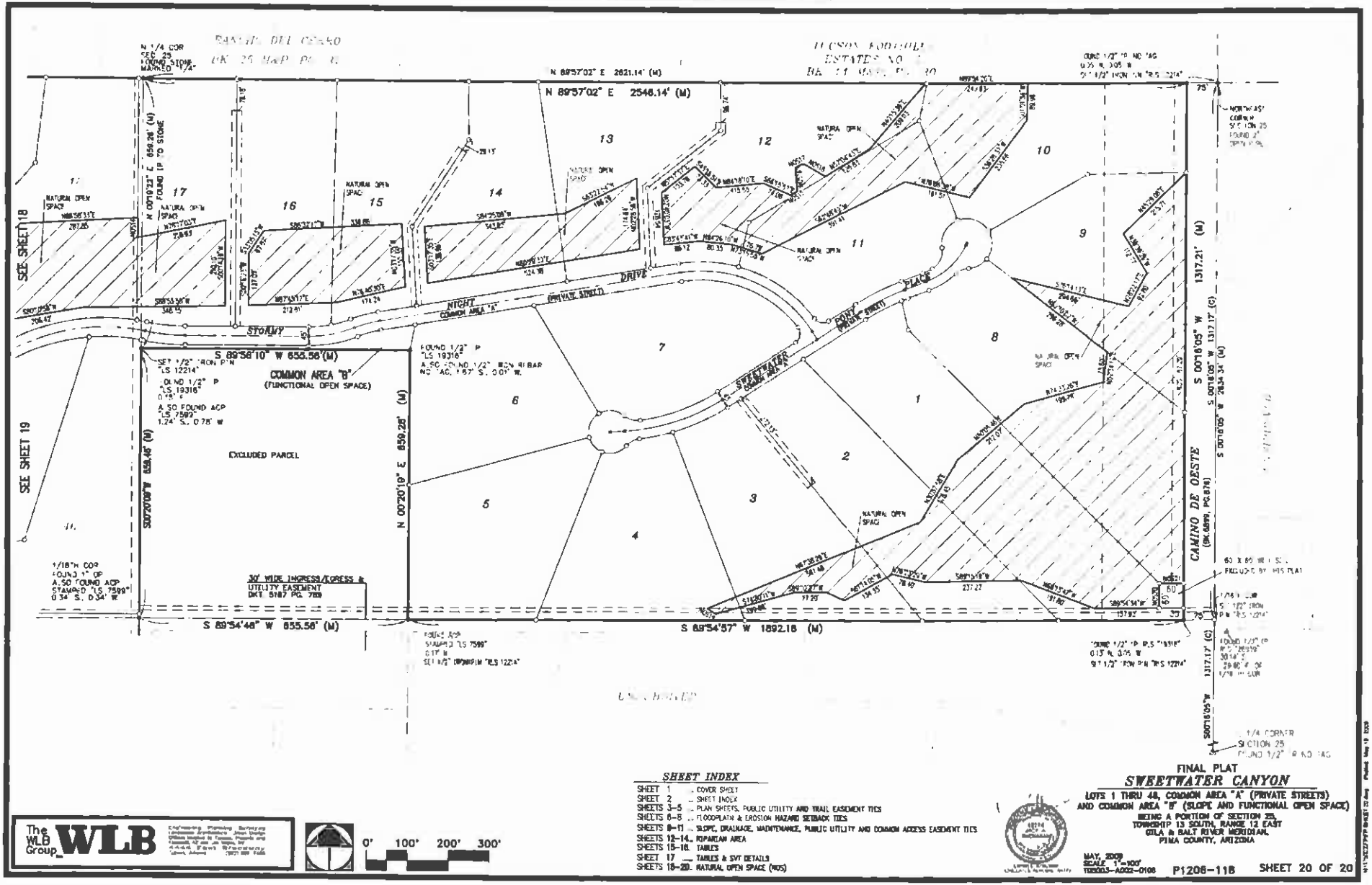
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MAY, 2009
SCALE 1"=100'
105003-A002-0108

P1206-118 SHEET 19 OF 20

ANNOTATED COPY



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The WLB Group WLB

0' 100' 200' 300'

FINAL PLAT

SWEETWATER CANYON

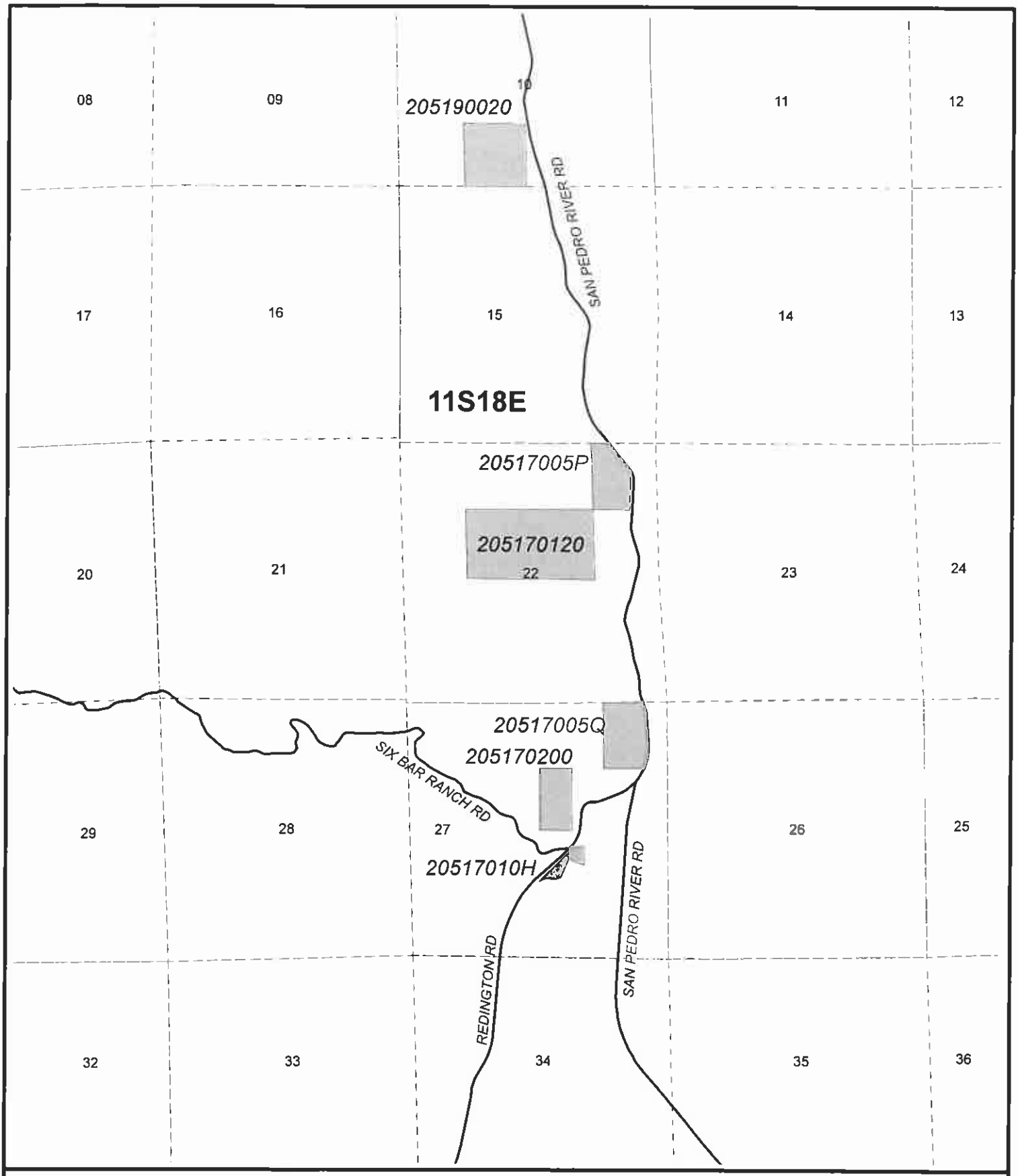
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MAY, 2009
SCALE 1"=100'
110003-A022-0108

P1206-118

SHEET 20 OF 20



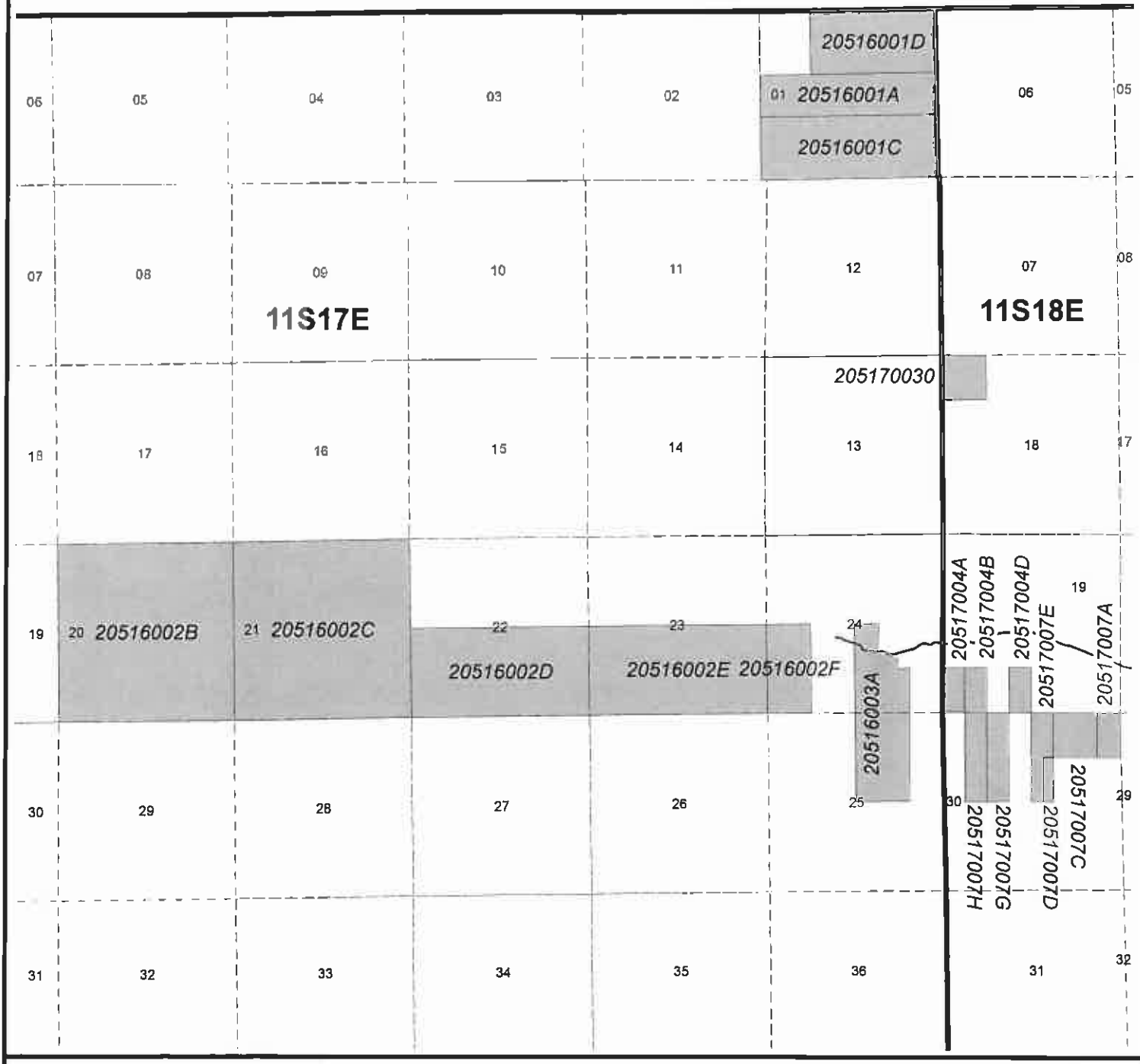
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,500 ft

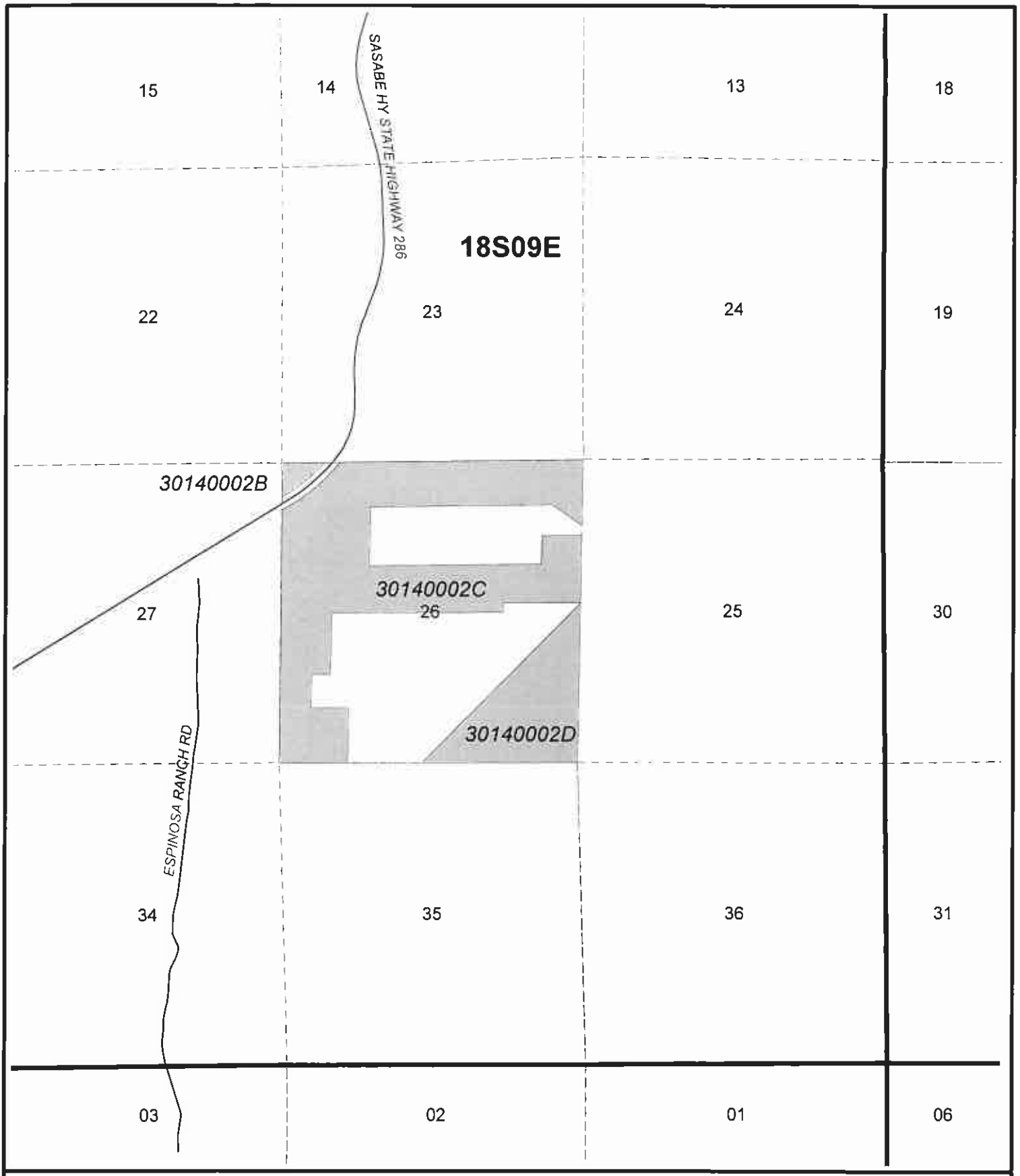
M Diamond Ranch (37)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

M Diamond Ranch (37)
Oracle Ridge (41)
Six Bar Ranch (48)



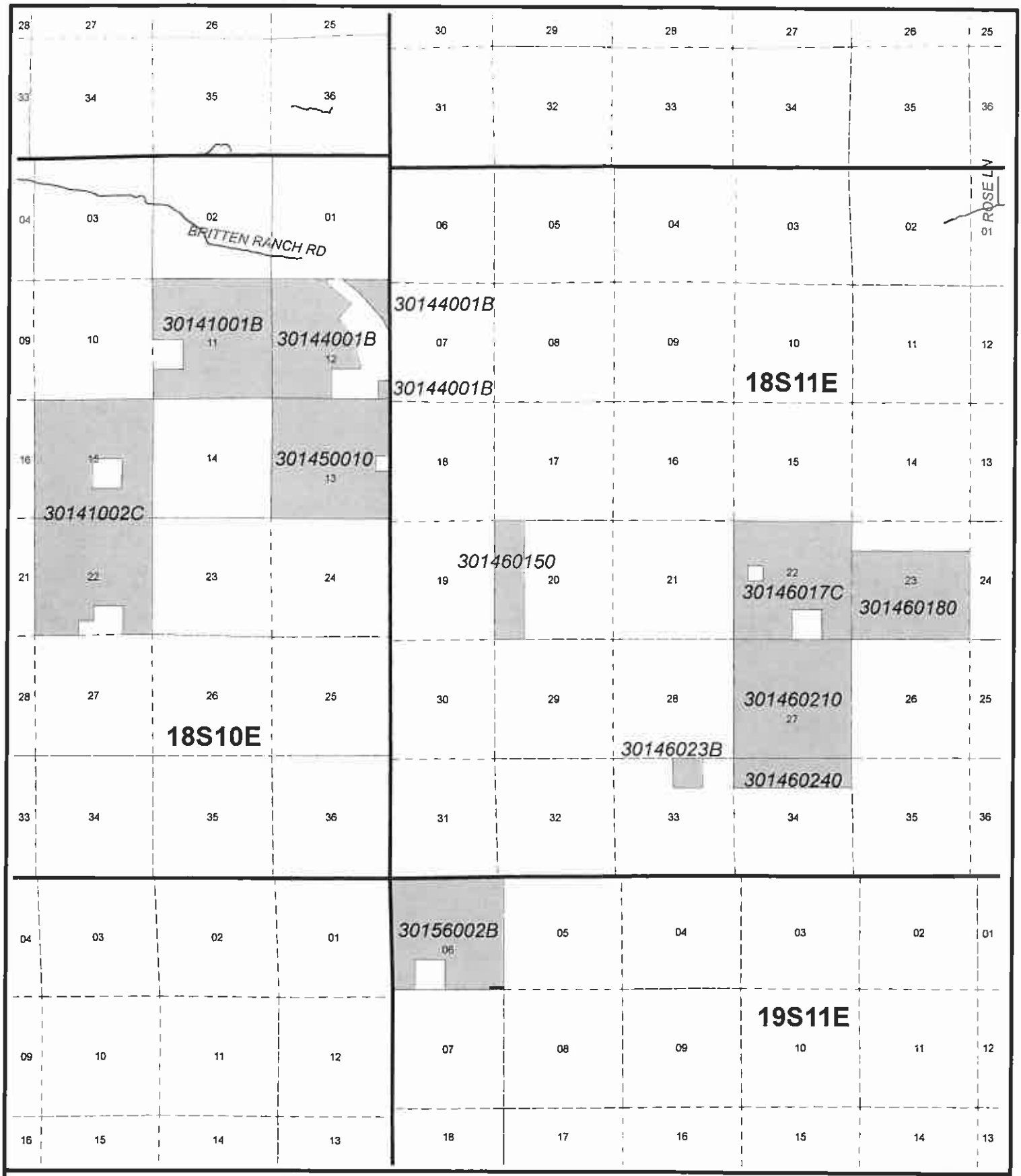
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,500 ft

Madera Highlands (38)



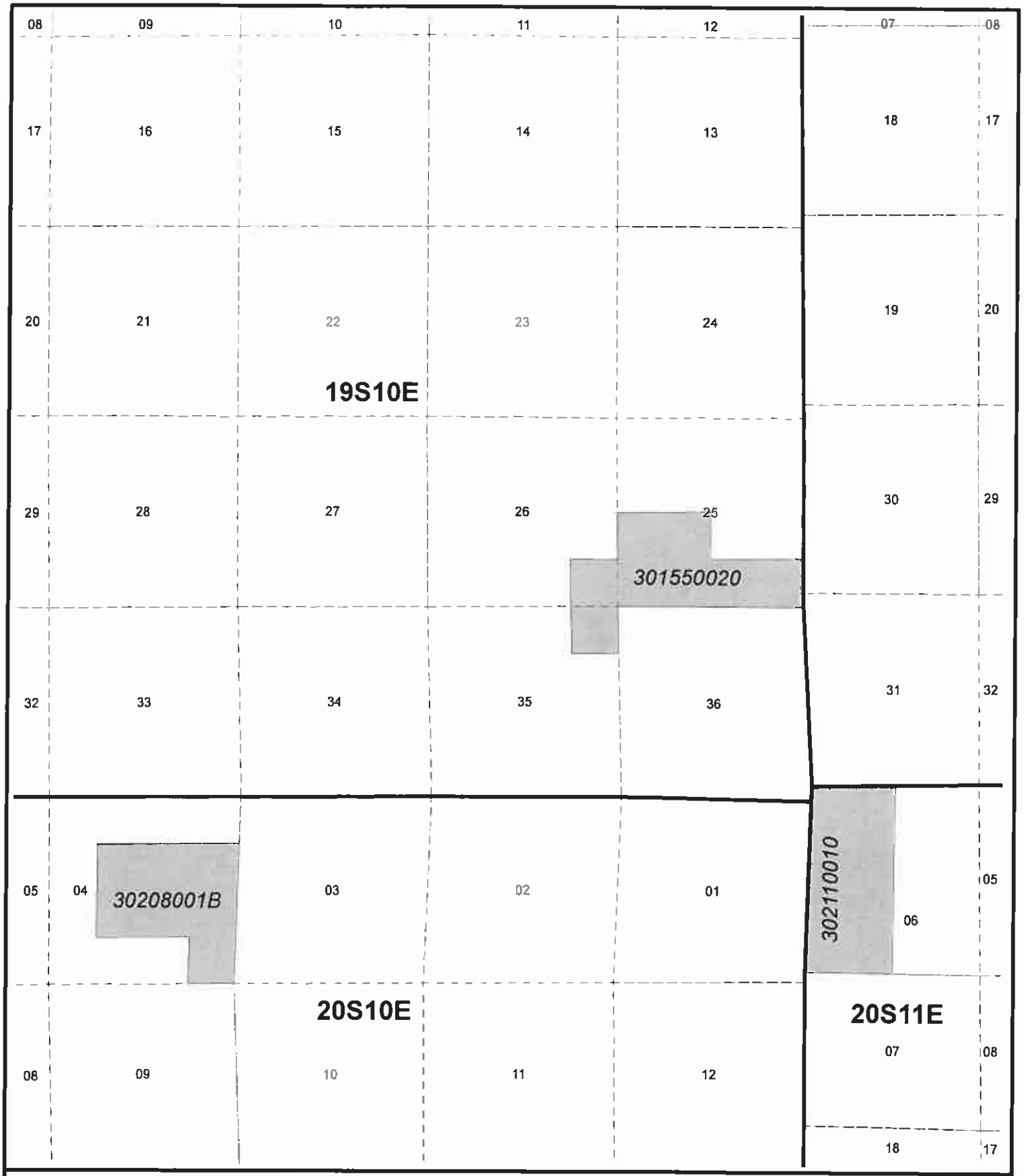
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 2,500 ft

Marley Ranch (40)



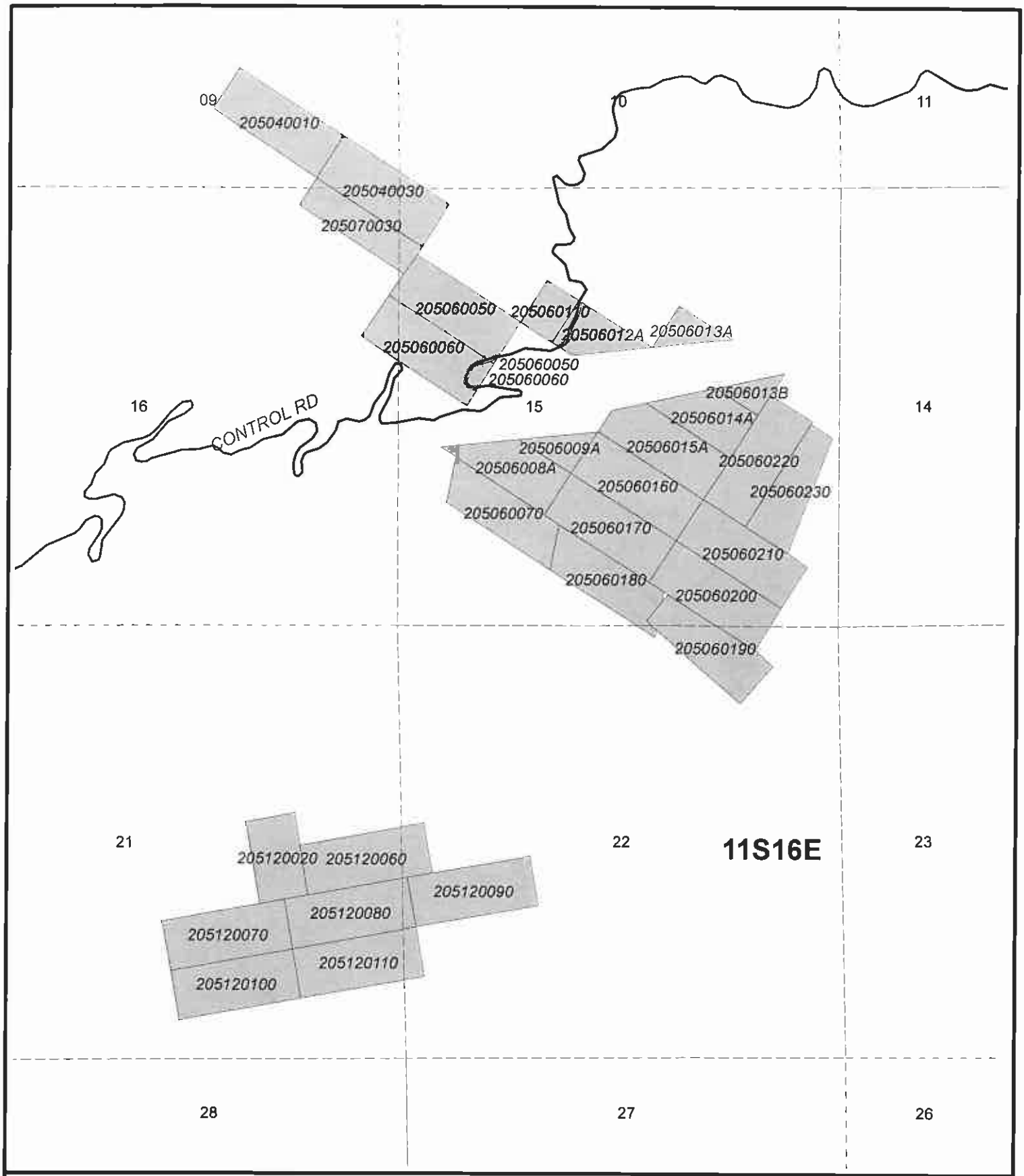
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,600 ft

Marley Ranch (40)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

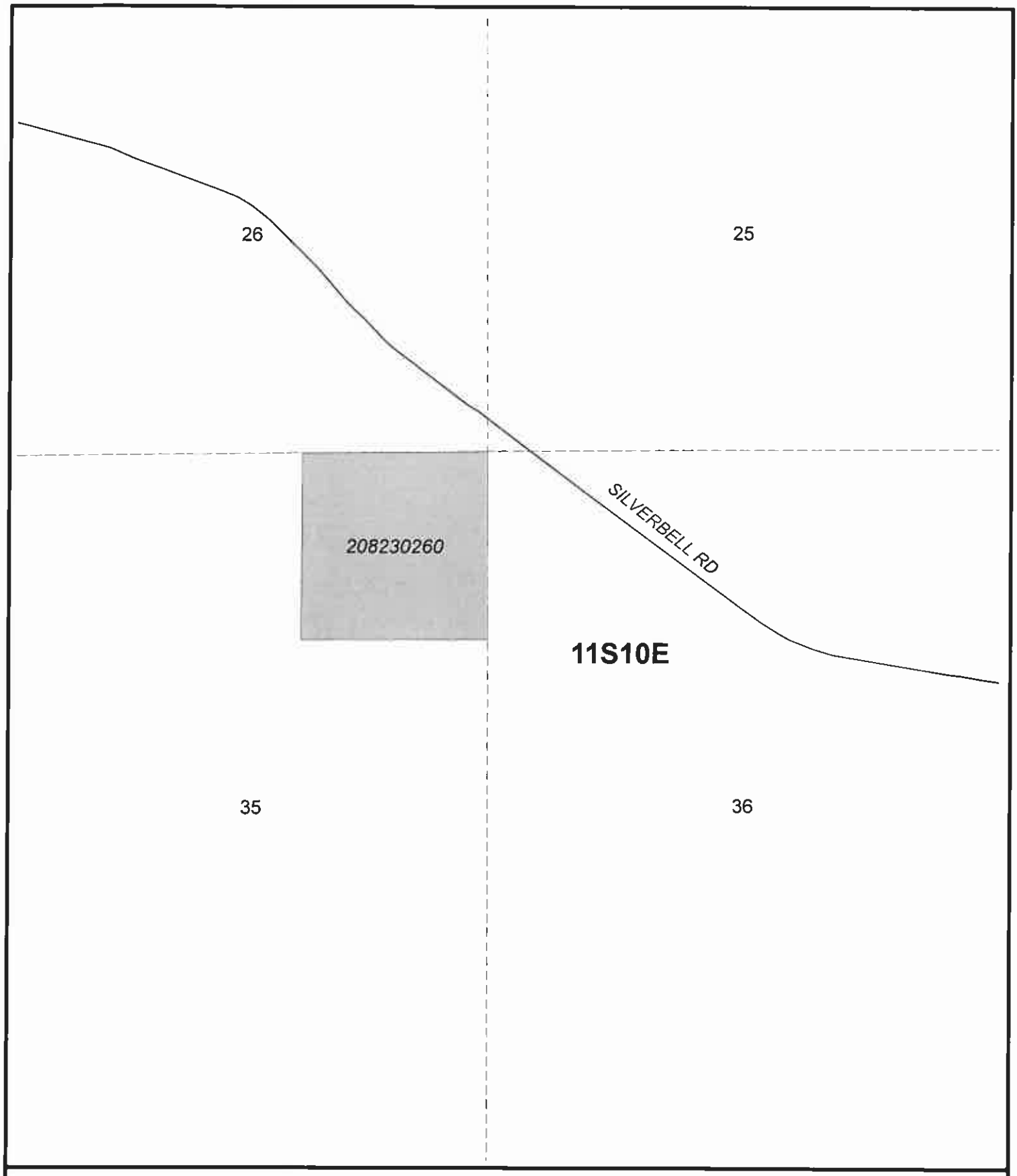
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Oracle Ridge (41)

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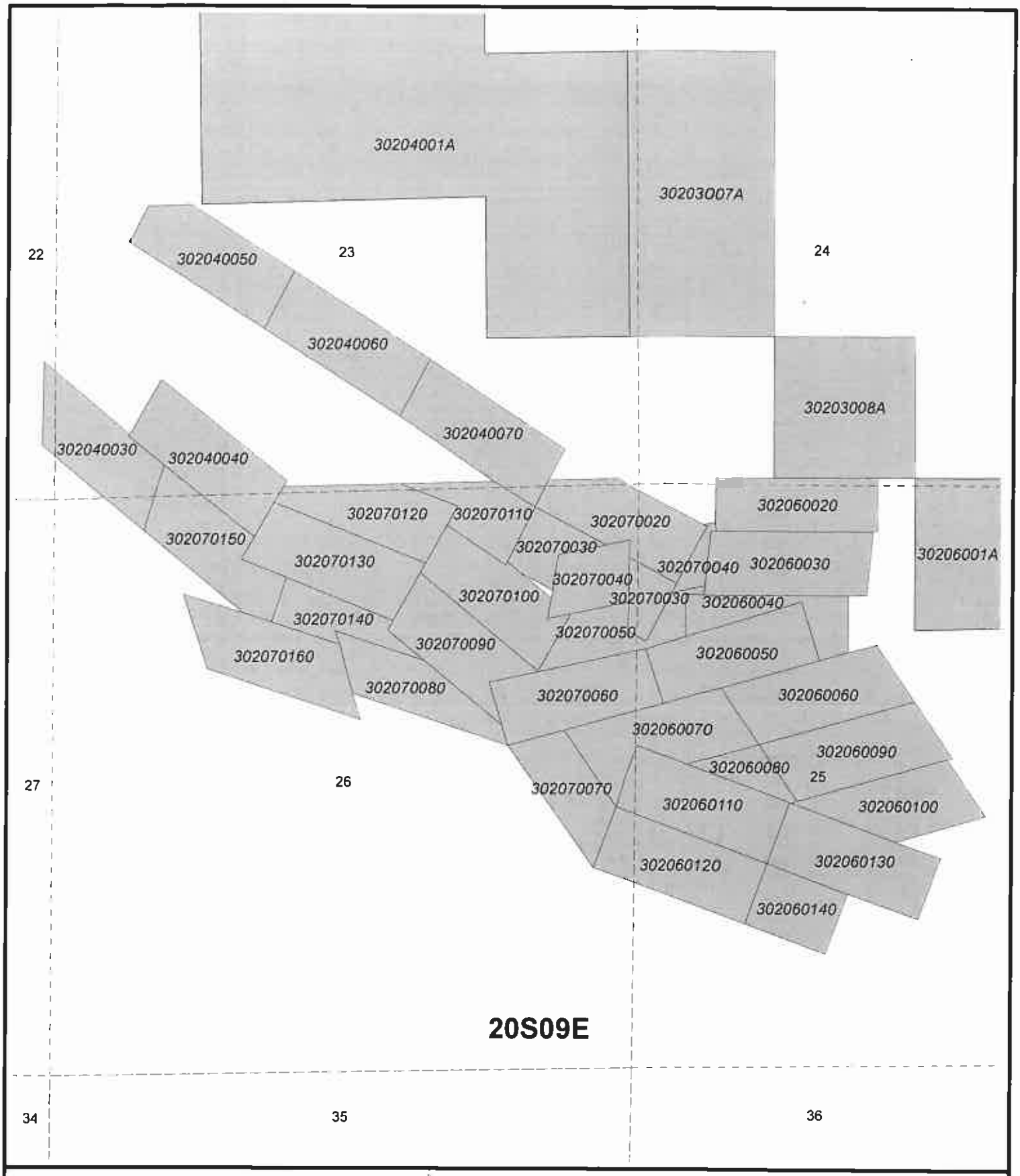
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FCD Receives Covenant

EXHIBIT C

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0 500 ft

OS Park (42)



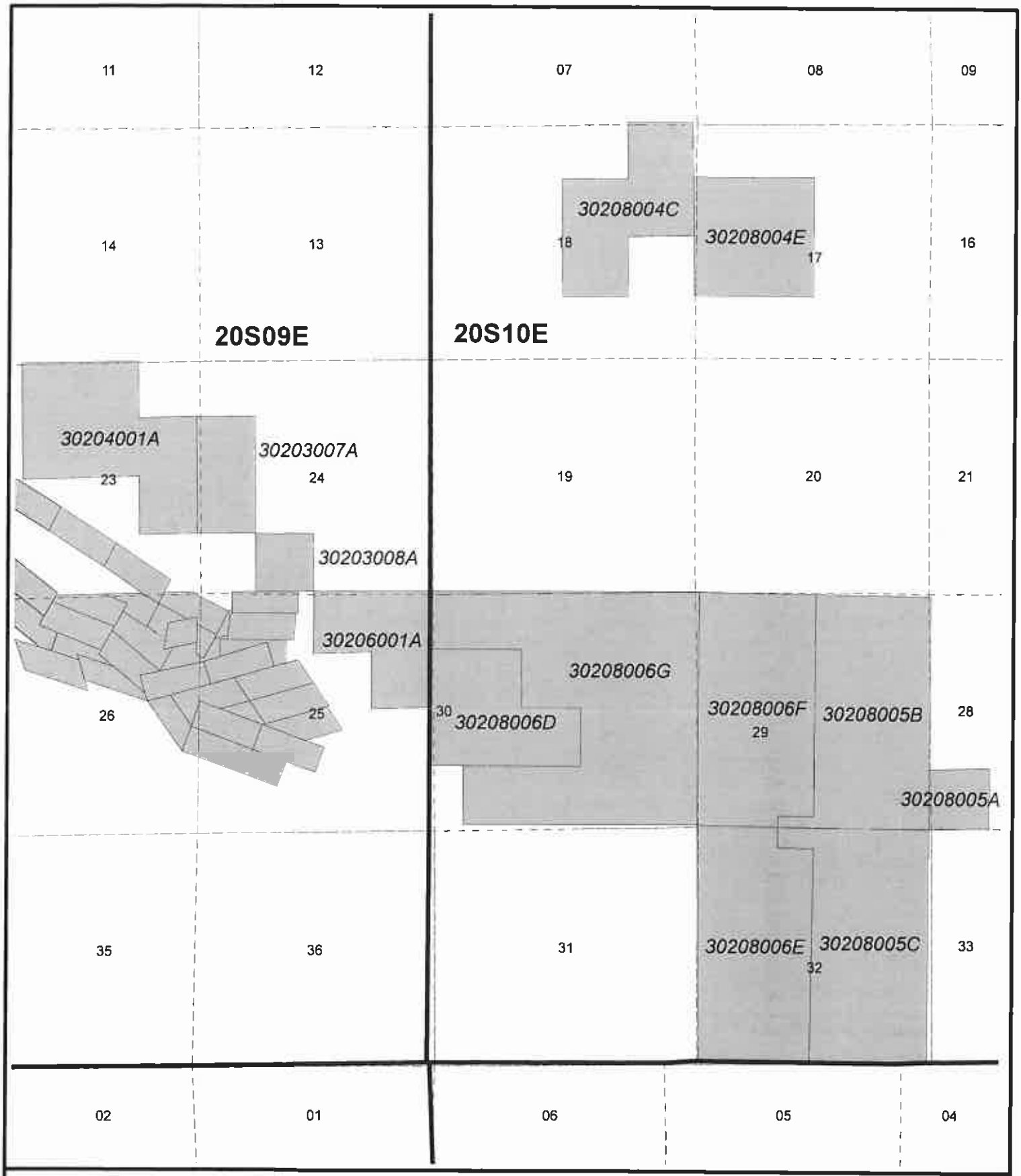
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,000 ft

Rancho Seco (44)



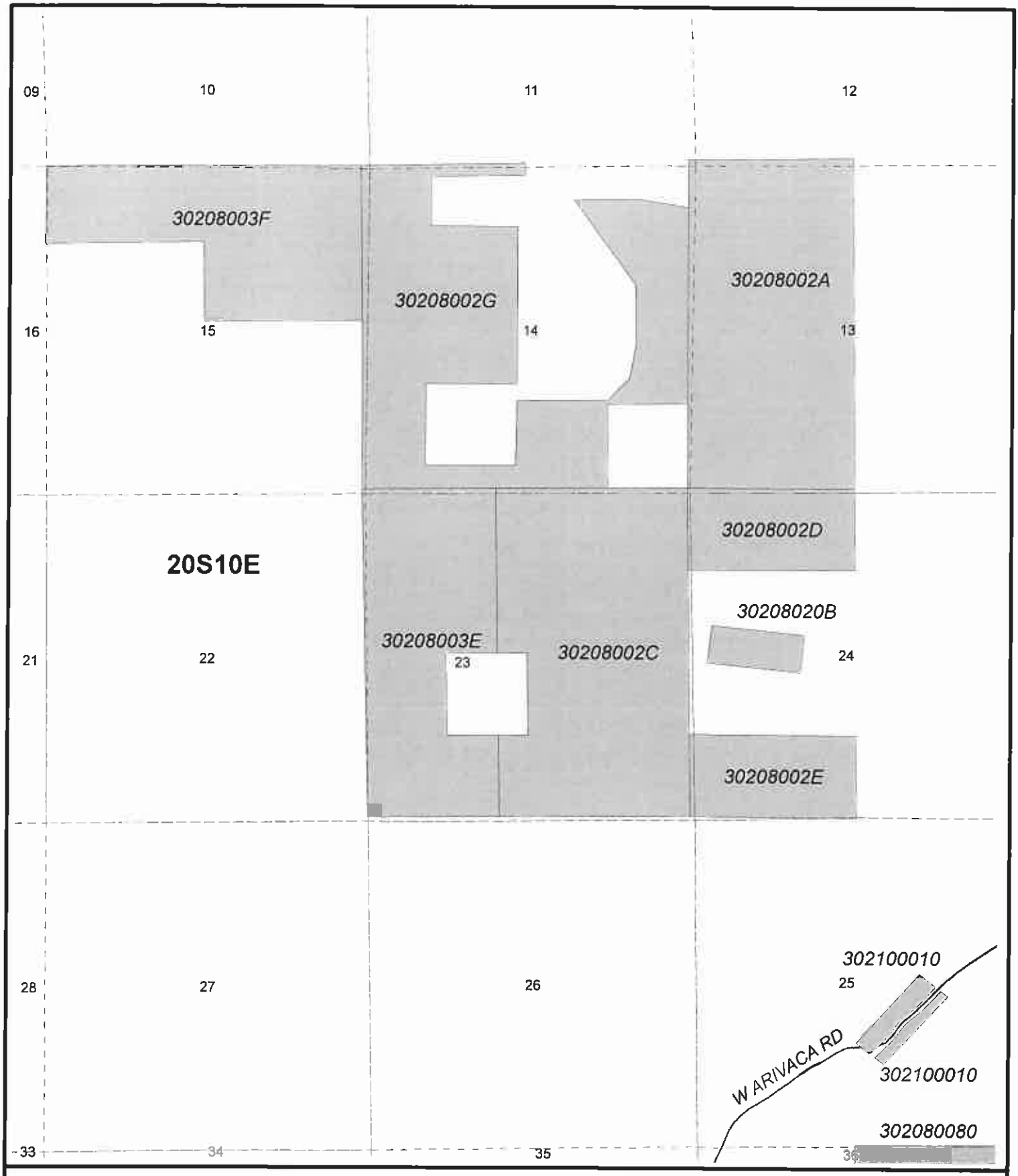
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Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 2,000 ft

Rancho Seco (44)



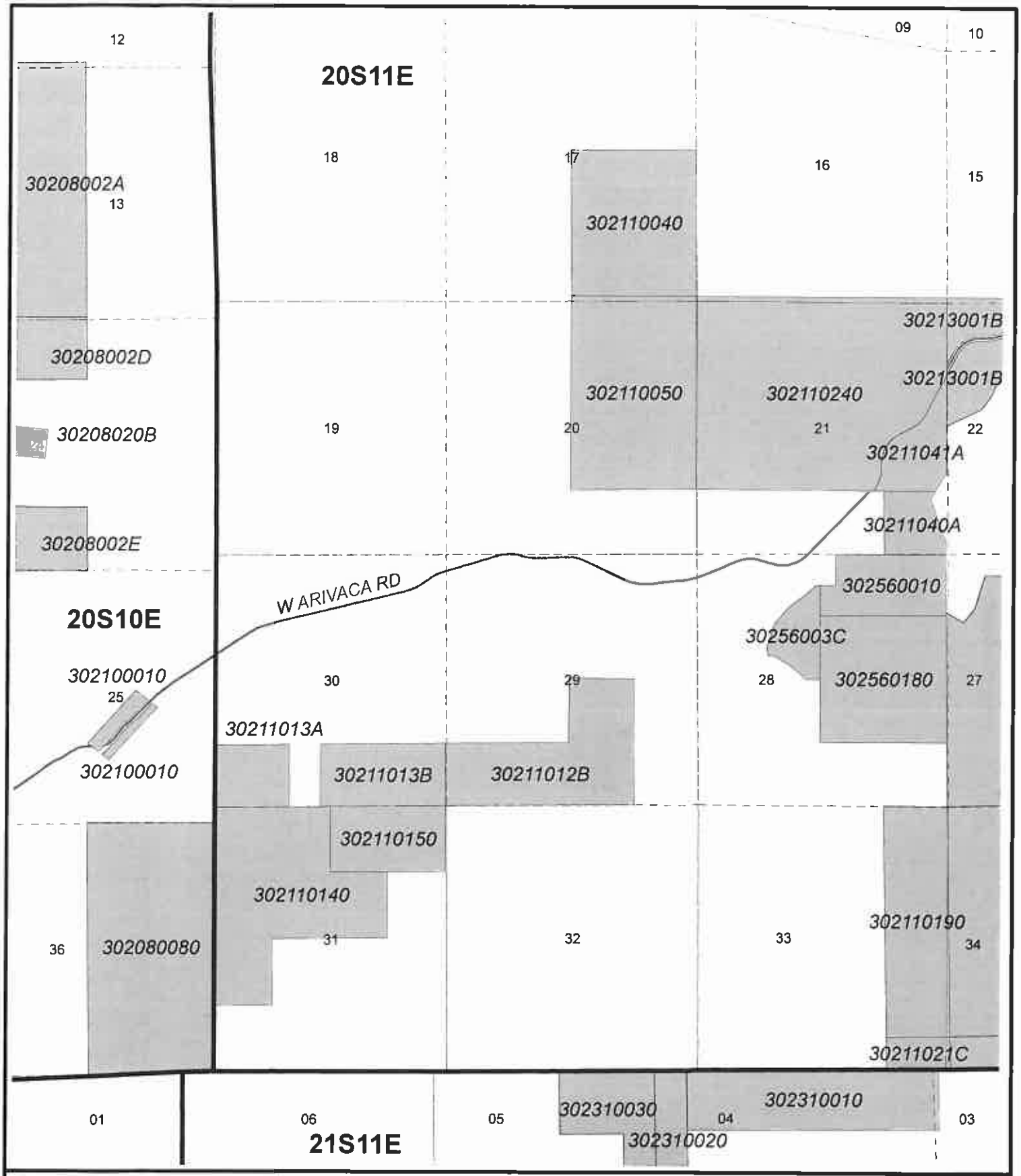
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Rancho Seco (44)



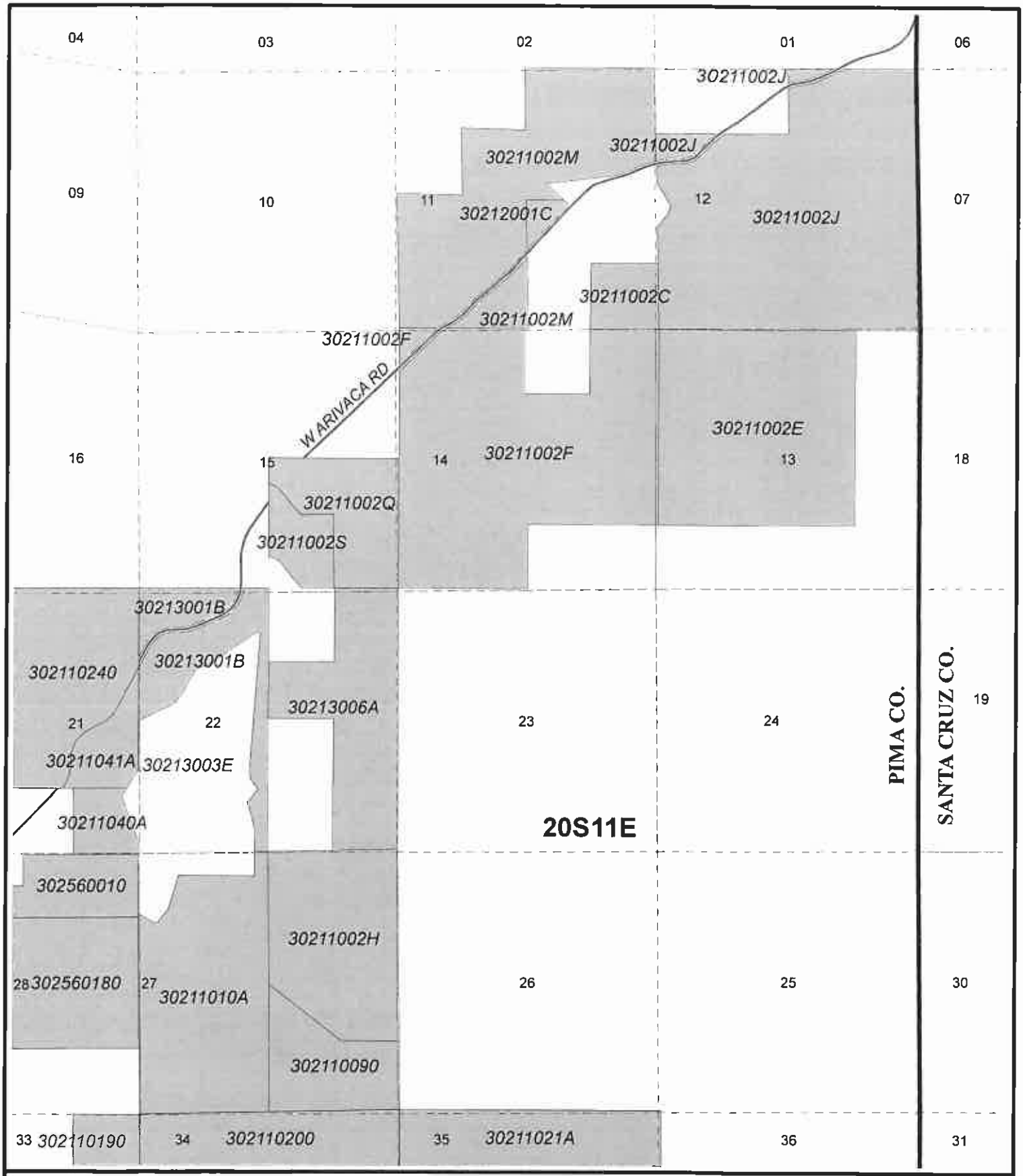
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Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 2,000 ft

Rancho Seco (44)
Sopori Ranch (49)

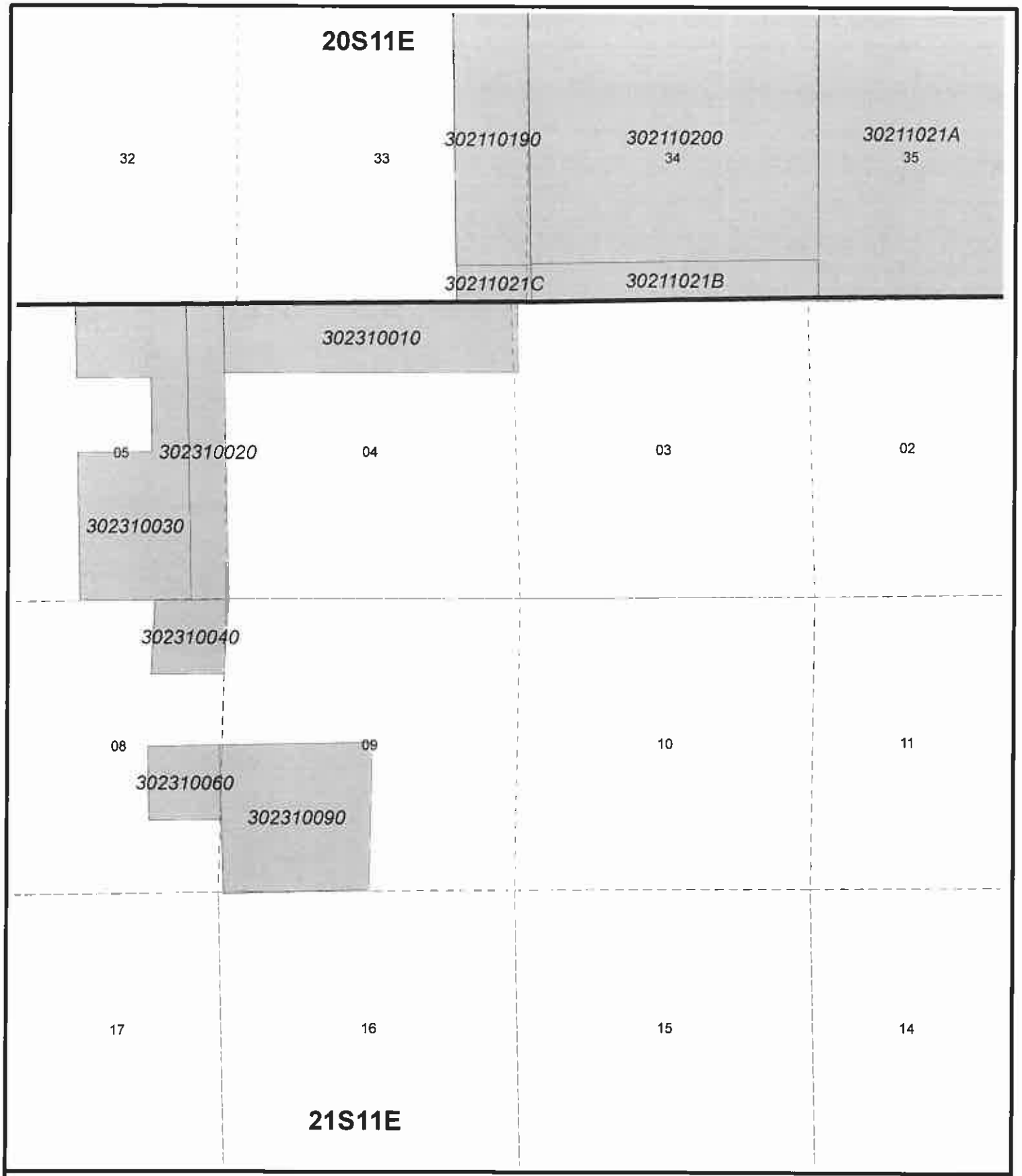


MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

0 1,500 ft

Rancho Seco (44)
Sopori Ranch (49)



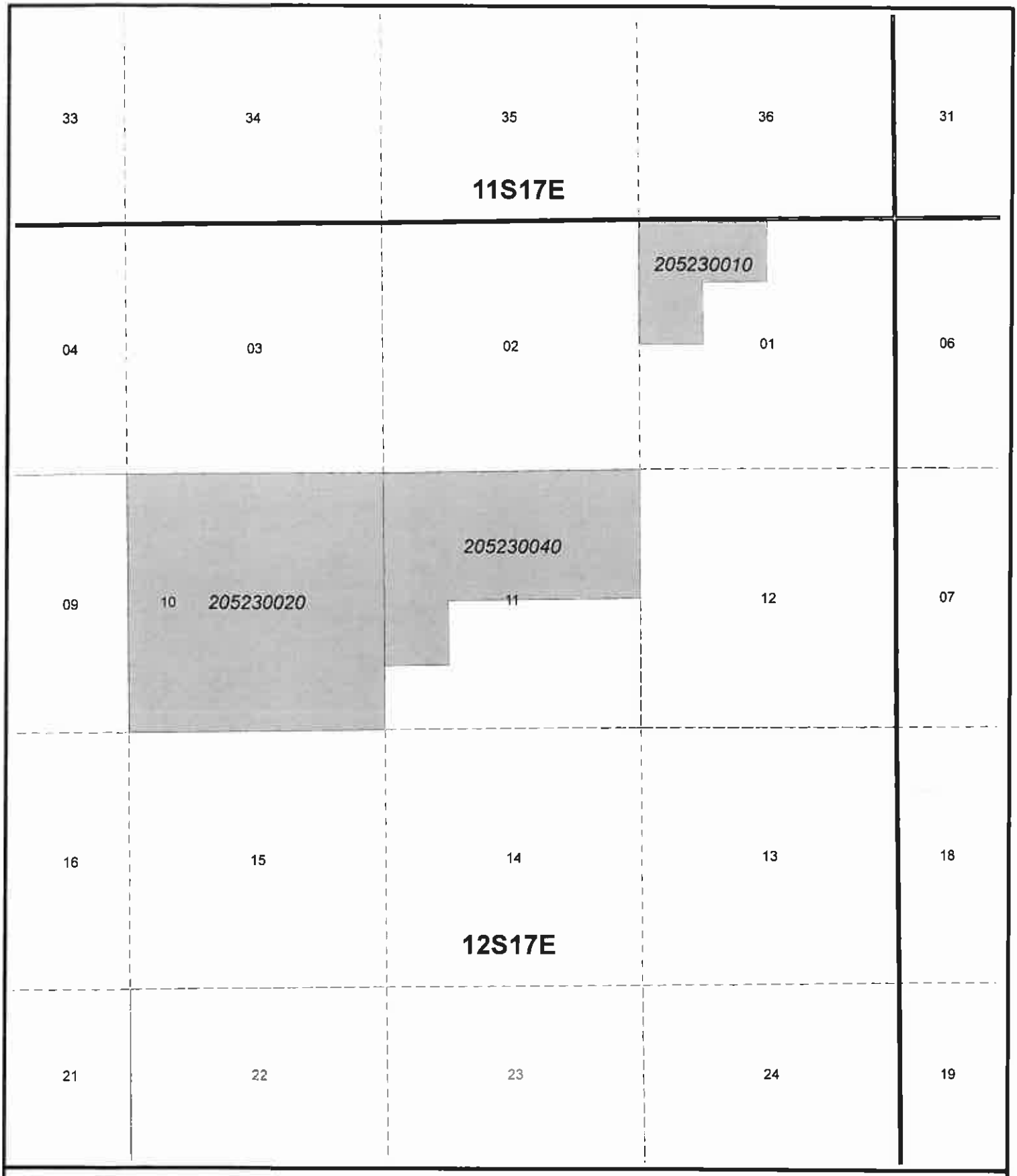
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,500 ft

Rancho Seco (44)
Sopori Ranch (49)



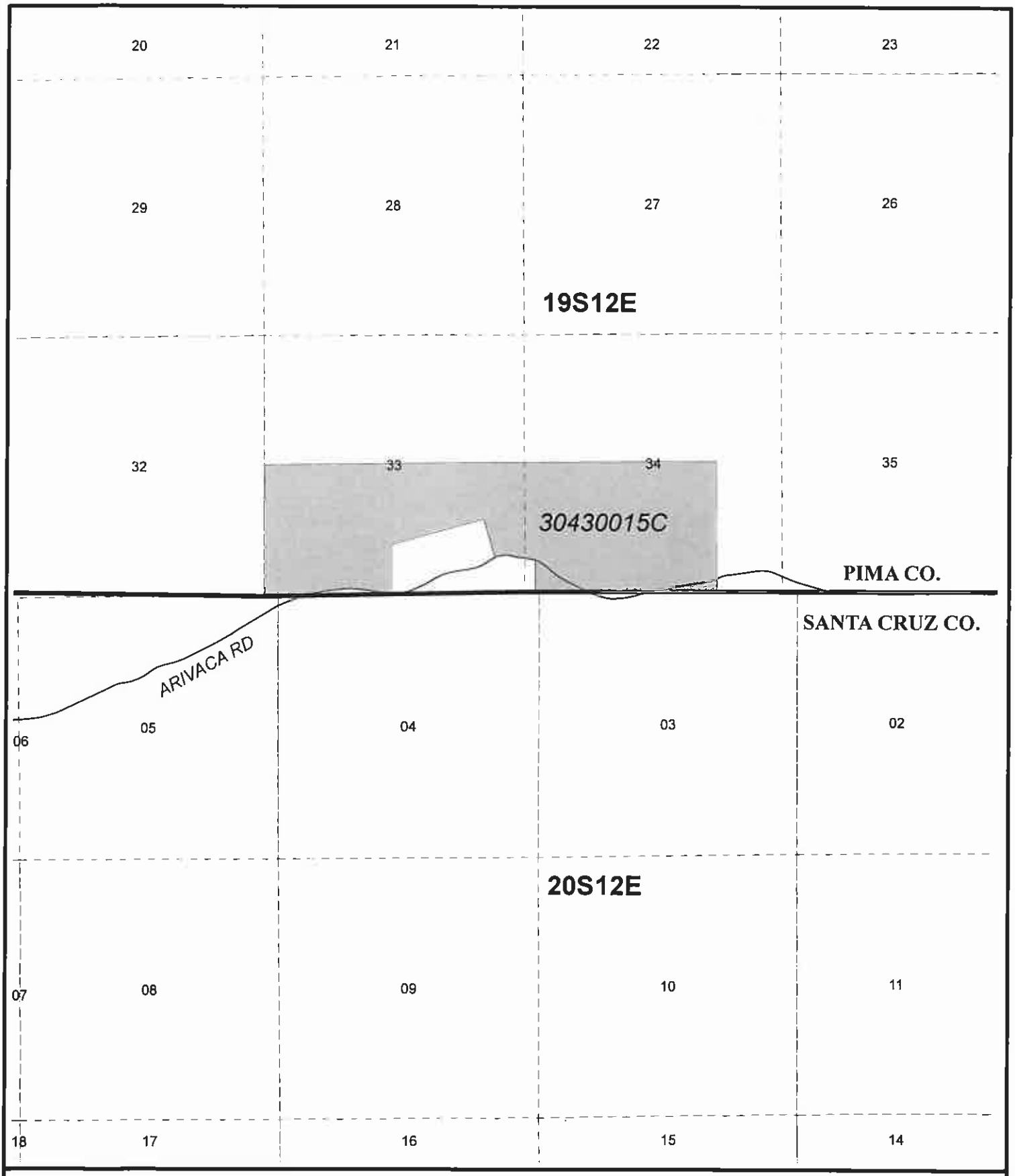
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,500 ft

Six Bar Ranch (48)



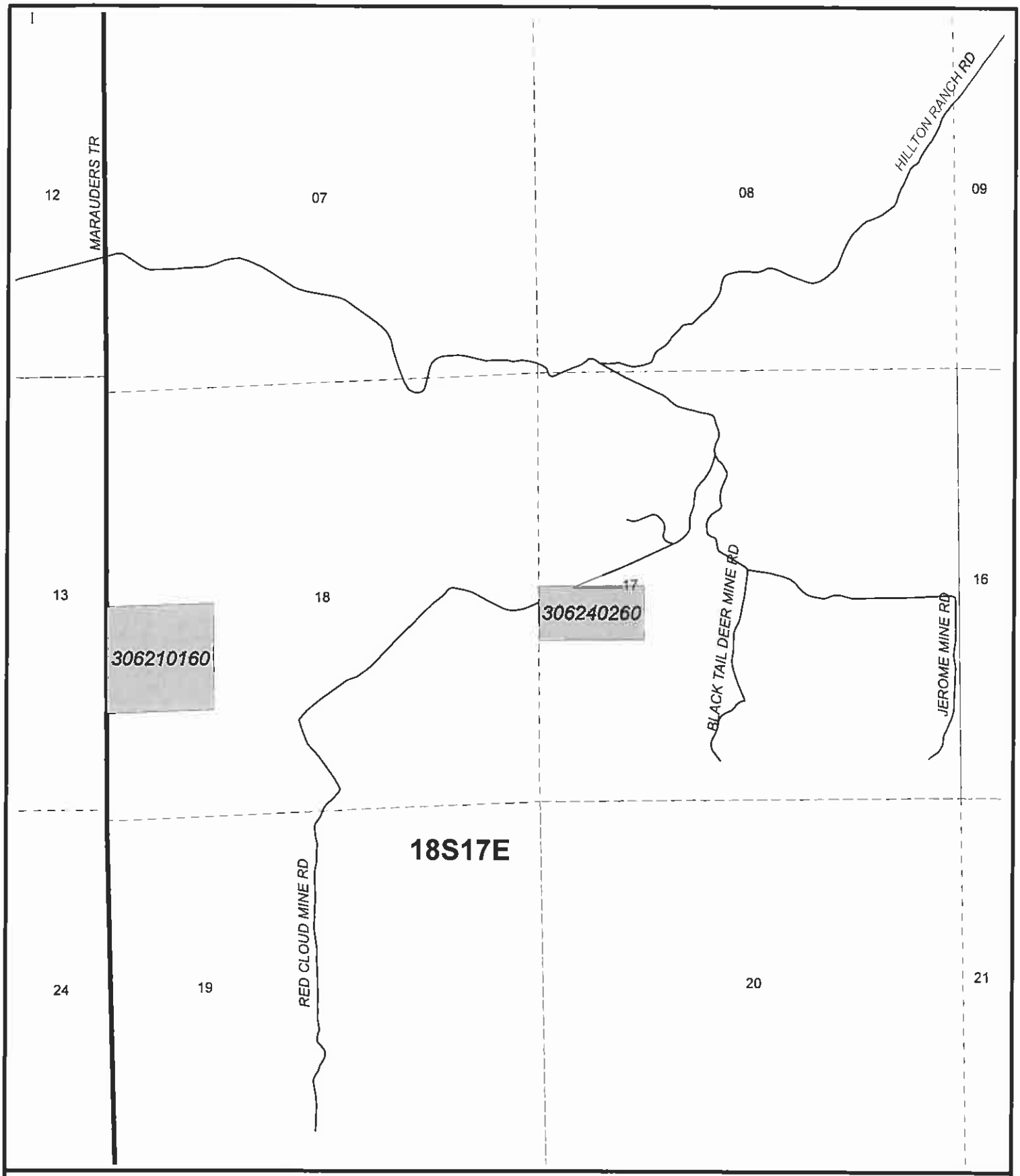
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Restrictive Covenants:
Pima County Owner & Grantor;
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EXHIBIT C

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0 1,500 ft

Sopori Ranch (49)



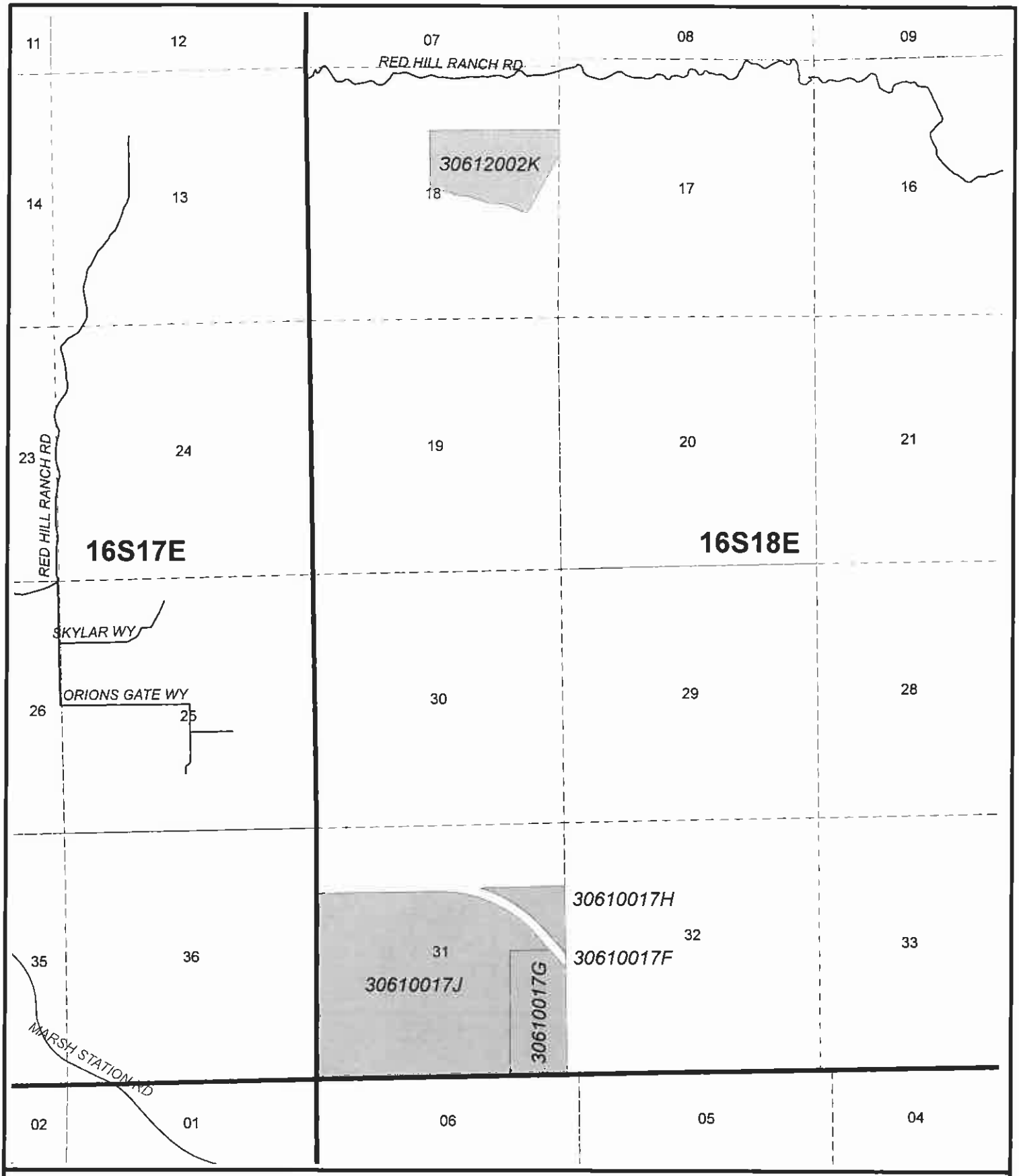
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,000 ft

Southeast Corridor (51)



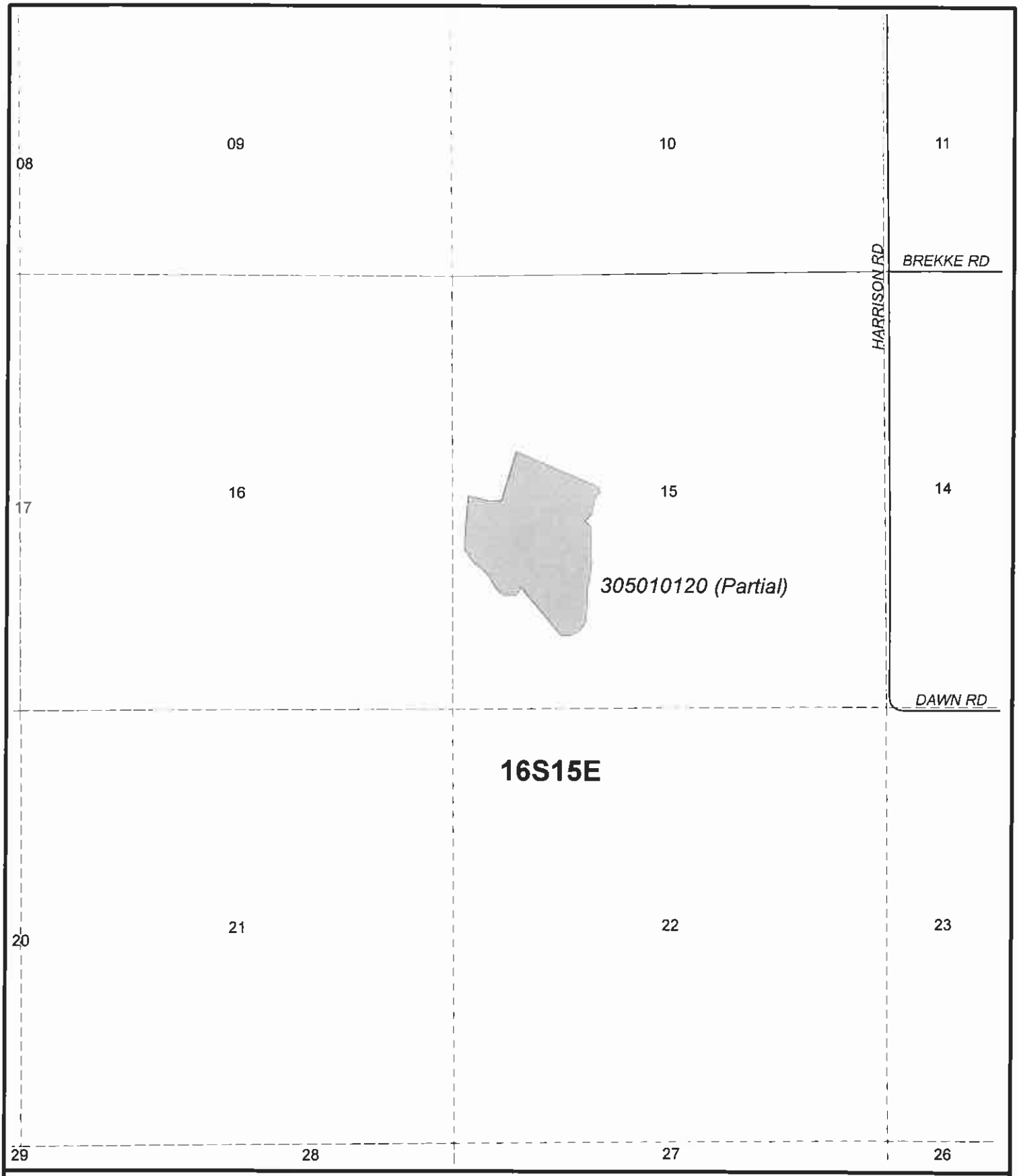
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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

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0 1,500 ft

Southeast Corridor (51)
Walden (62)

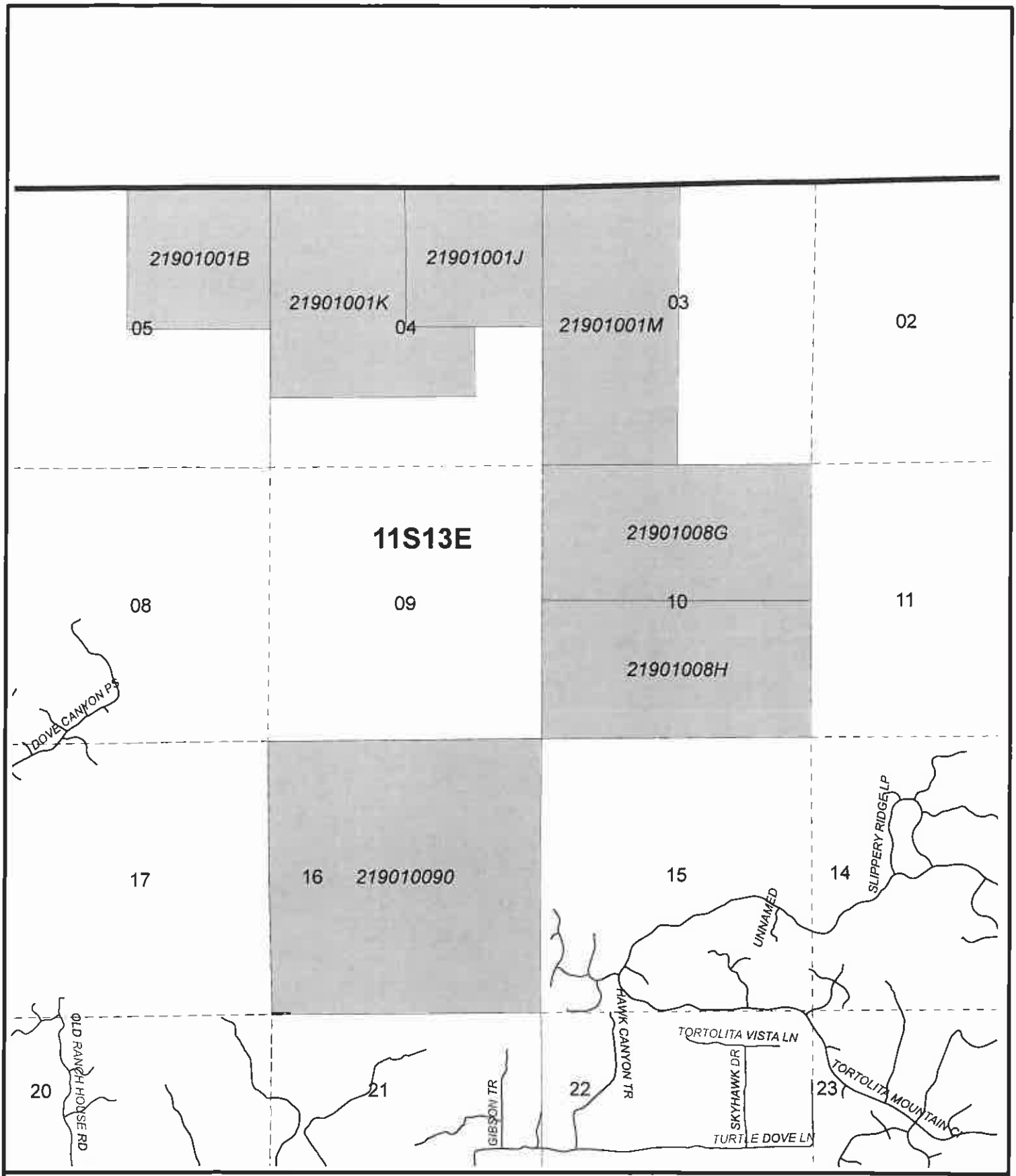


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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

0 1,000 ft

Southeast Regional Park - PPC (52)

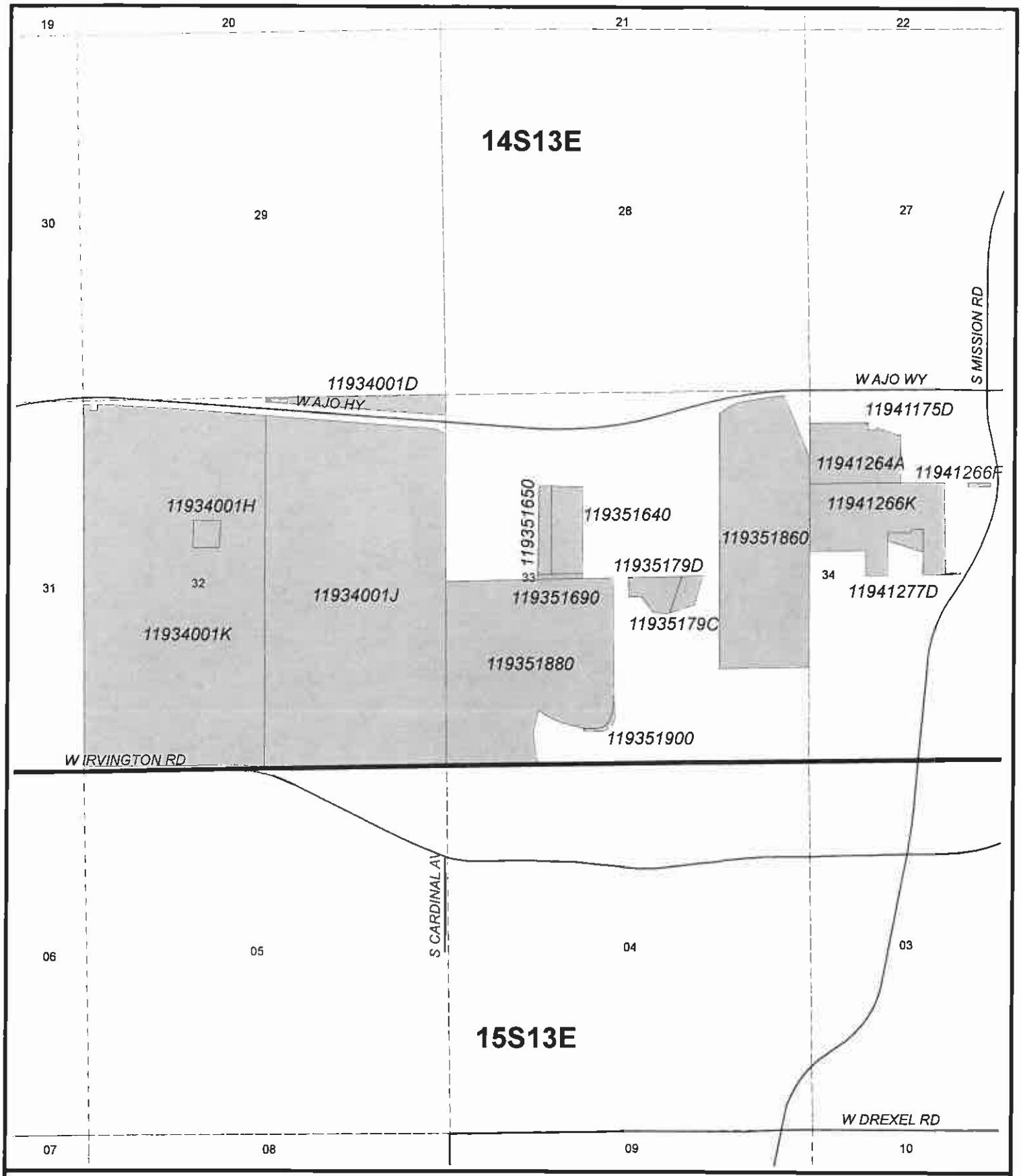


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Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

0 1,000 ft

Tortolita Mountain Park (57)



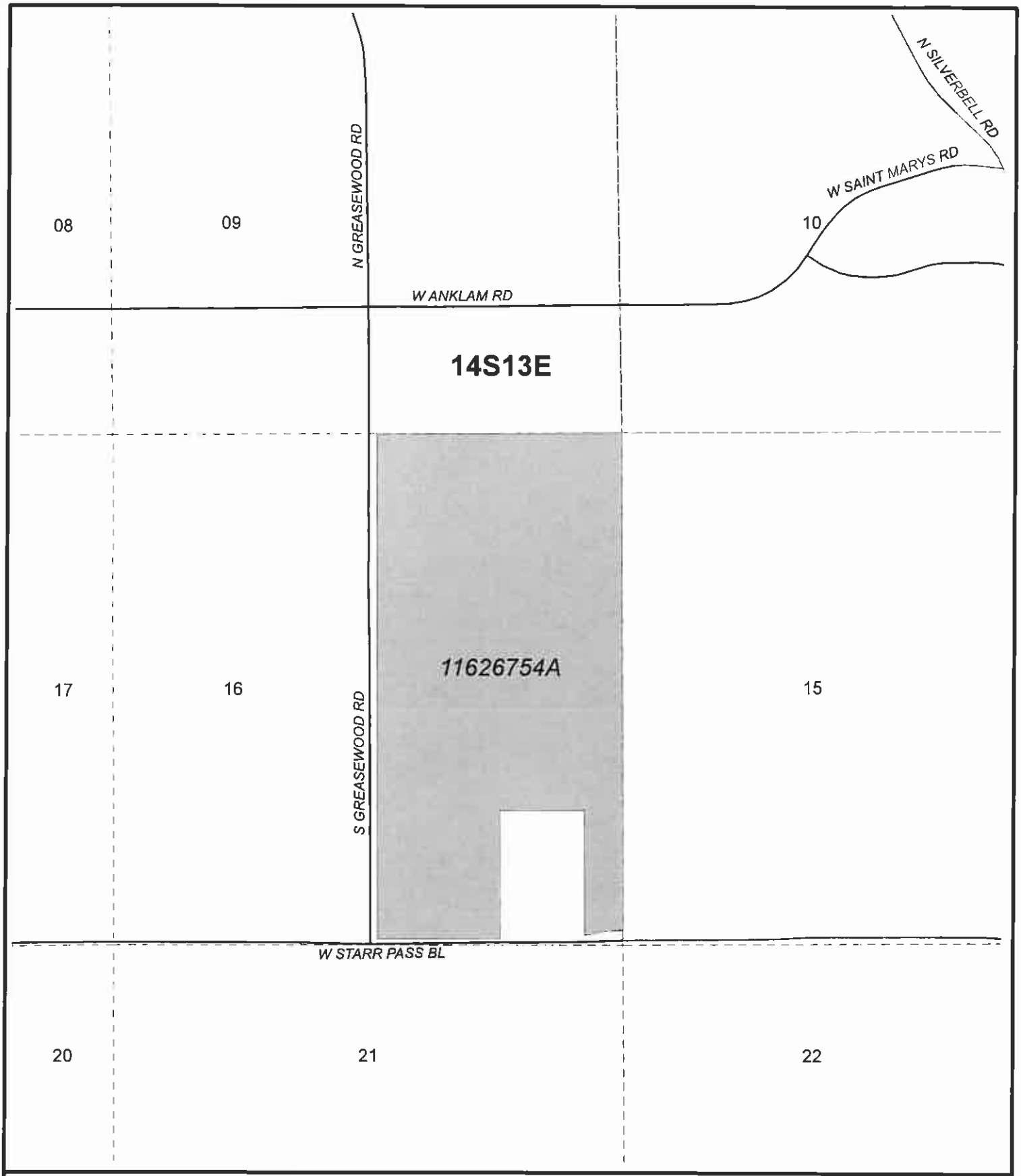
MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 1,000 ft

Tucson Mountain Park (58)



MSCP
Restrictive Covenants:
Pima County Owner & Grantor;
FCD Receives Covenant

EXHIBIT C

N

0 500 ft

Tumamoc (60)

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Appendix M. Hufault Maintenance Agreement

Combined Property Ingress/Egress Impacting Instruments

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6	Declaration of Covenants Conditions and Restrictions and Road Maintenance Agreement for Upper Agua Verde Roads Association	20141920153	7/11/2014	12
18	Amendment and Restatement of Declaration of Covenants Conditions and Restrictions and Road Maintenance Agreement for Upper Agua Verde Roads Association	20152510064	9/8/2015	12
30	Amendment and Restatement of Declaration of Covenants Conditions and Restrictions and Road Maintenance Agreement for Upper Agua Verde Roads Association	20153640482	12/30/2015	20

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: RBP
DEPUTY RECORDER
3591 AS2

TFNTI
WILLIAM ARNOLD LTD
GENESIS REAL ESTATE DEV INC
4400 E BROADWAY #600
TUCSON AZ 85711

DOCKET: 12676
PAGE: 6441
NO. OF PAGES: 4
SEQUENCE: 20052171314
11/08/2005
AG 17:30

MAIL
AMOUNT PAID $ 10.00

4400 E. Broadway #600
Tucson, Az 85711

Accomodation Recording

ROAD UTILIZATION AND MAINTENANCEAGREEMENT

The Tierra Serena Home Owners Association (hereinafter referred to as "TSHOA") and the Rancho Agua Verde Home Owners Association (hereinafter referred to as "RAVHOA") acknowledge the following:

1.) TSHOA acknowledges that RAVHOA, and it's members, have the continuing right to utilize the easements of record on, over, and through that certain subdivision known as Tierra Serena Estates (Arizona Department of Real Estate Subdivision Registration #DM98-016624) resulting from the perpetually dedicated, non-exclusive, easements as noted on the recorded subdivision plats located at Record of Survey Book 13, Pages 72 and 73 of the Pima County Recorders Office. (see attached Exhibit "A")

2.) RAVHOA, and it's members, acknowledges that there is an ongoing need for general maintenance of the easements noted in paragraph #1 above resulting from the use of the aforementioned easements.

THEREFORE; The parties hereby mutually agree as follows:

A.) TSHOA, upon adoption of it's annual budget(s), shall notify RAVHOA of that portion of the road maintenance line item to which RAVHOA is liable to pay to TSHOA as it's proportionate share of the total cost of same.

The proportionate share of the TSHOA road maintenance line item allocable to RAVHOA shall be determined using the following formula:

Gross Road length in Tierra Serena Estates II* and Terra Serena Estates III* = "A"
Gross road length used by Rancho Agua Verde for access = "B"
Number of lots sold in Tierra Serena Estates II and Terra Serena Estates III = "C"
Number of lots sold in Rancho Agua Verde = "D"

B / A = Percentage ("%").
% X Annual Maintenance Cost ("AMC") of applicable roads = Gross Maintenance Allocation ("GMA") subject to financial participation by RAVHOA.
D / C = Percentage of Allocable Lots ("PAL").
GMA X PAL = Annual Maintenance Amount ("AMA") Due from RAVHOA to TSHOA.

For illustrative purposes (A = 4.75, B = 2.5, C = 29, D = 12, AMC = $3,000)

2.5 / 4.75 = .526 ("%")
.526 X $3,000 = $1,578.90 ("GMA")
12 / 29 = .413 ("PAL")
$1,578.90 X .413 = $652.08 ("AMA")

12676 0644 1

*The road maintenance costs allocable to Tierra Serena Estates I and IV shall not be included in this calculation as they are unnecessary for access to RAVHOA.

B.) RAVHOA shall include the proportionate share of the total cost of the TSHOA road maintenance line item in the annual budget(s) of the RAVHOA, which shall become a portion of the annual fees payable by the lot owner(s) of Rancho Agua Verde.

C.) The parties acknowledge that payment from RAVHOA to TSHOA will be due and payable within 6 months from the adoption of the RAVHOA annual budget(s). It is further acknowledged that this payment shall be in the form of a check payable from RAVHOA to TSHOA. The first such payment shall be payable in the year following the sale and closing of the first lot in Tierra Serena II or Tierra Serena III, and the subsequent sale and closing of a lot in Ranch Agua Verde.

D.) Prior to the year in which lot sales are occurring in both Tierra Serena and Rancho Agua Verde it shall be the sole responsibility of the first of the parties to sell and close a lot(s) from the respective subdivisions to maintain the respective road(s).

E.) The parties acknowledge that in the event that RAVHOA fails to timely pay it's annual portion of the budgeted TSHOA road maintenance line item that TSHOA shall have the right to pursue against RAVHOA any remedies available at law or in equity as a result of such default, including, but not limited to, enforcing the provisions of this Agreement against RAVHOA by filing suit for collection or other equitable relief. All remedies of TSHOA shall be cumulative. If legal action is instituted for collection of the annual road maintenance costs, or any portion thereof, RAVHOA agrees to pay reasonable attorney's fee and all costs in connection with such action

F.) Each person signing this Agreement warrants that he has the capacity, full power and authority to execute this Agreement and consummate the transaction contemplated hereby on his own behalf or on behalf of the party he represents, as appropriate. This Agreement shall inure to the benefit of and is binding upon the parties and their heirs, beneficiaries, personal representatives, successors in interest and assignees.

G.) If a court of competent jurisdiction makes a final determination that any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

H.) This Agreement, any attached exhibits and any addenda or supplements signed by the parties, shall constitute the entire agreement between Seller and Purchaser and shall supersede any other written or oral agreements between Seller and Purchaser. This Agreement can be modified only by a writing signed by TSHOA and RAVHOA.

I.) The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. Words used in masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate.

12676 06442

J.) Any dispute or claim arising out of or relating to this Agreement, any alleged breach of this Agreement or services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers/Homebuyers Dispute Resolution System or, if not available, another mediation provider. Disputes shall include representations made by TSHOA and/or RAVHOA in connection with the costs, allocation(s), workmanship, condition or other aspect of the access and proportionate payment scheme to which this Agreement pertains. Any agreement signed by the parties pursuant to the mediation conference shall be binding on the parties.

K.) This Agreement shall be governed by Arizona law; venue: Pima County.

State of Arizona)
)ss.
County of Pima)

Dated this 5 th day of February, 2001 By: _____
Steven Russo as Spokesperson/
beneficiary of Fidelity National Title
Trust #10,770 for Tierra Serena Estates I and II

SUBSCRIBED AND SWORN before me this 5 th day of February, 2001
By: Steven Russo

My commission expires: July 13, 2001

Rosa Perotti
Notary Public nee Rosa Perotti

OFFICIAL SEAL
Rosa Perotti
PIMA COUNTY, ARIZONA
NOTARY PUBLIC-STATE OF AZ
My Comm. Expires 07/13/01

FIDELITY NATIONAL TITLE AGENCY, INC.
an Arizona corporation as TRUSTEE Under

State of Arizona) Dated this 8 th day of February, 2001 By: TRUST NO. 10770 + 30,086 and not in its
)ss. _____ as corporate capacity.
County of Pima) By: Linda Rayne
as Trust Officer

SUBSCRIBED AND SWORN before me this 8 th day of February, 2001
By: LINDA RAYNE, TRUST OFFICER.

My commission expires: 8/27/01

OFFICIAL SEAL
MARTHA L. HILL
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires Aug 27, 2001

Martha L. Hill
Notary Public

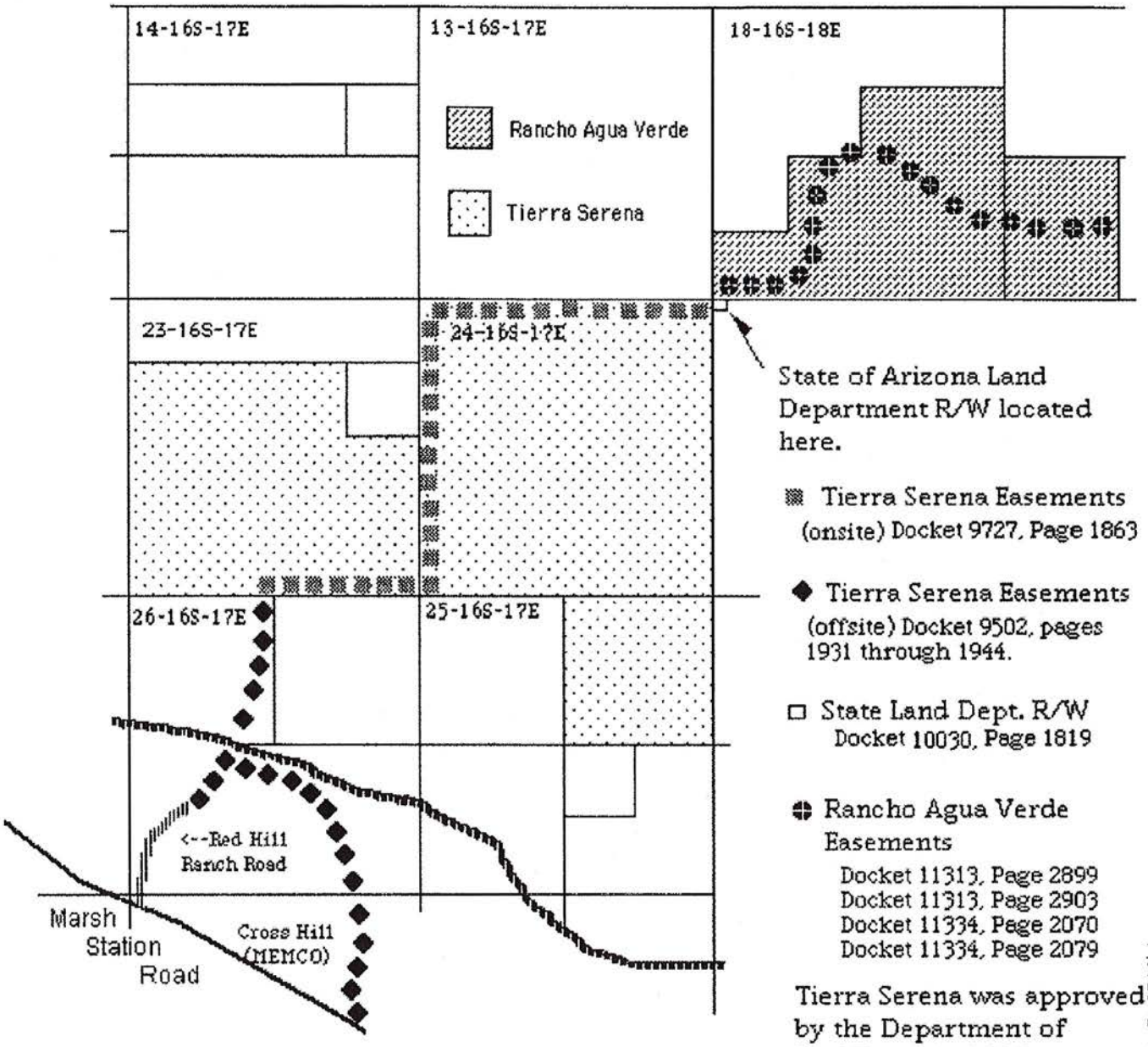
Approved for execution by _____ (Steve Russo) as spokesperson/beneficiary of Fidelity National Title Trust #10,770 for Tierra Serena Estates II and III.

Approved for execution by Wade Poteet (Wade Poteet) as spokesperson/beneficiary of Fidelity National Title Trust #30,086 for Rancho Agua Verde (RAV Properties LLC).

12676 0643

Rancho Agua Verde

Exhibit "A"



State of Arizona Land Department R/W located here.

▩ Tierra Serena Easements (onsite) Docket 9727, Page 1863

◆ Tierra Serena Easements (offsite) Docket 9502, pages 1931 through 1944.

□ State Land Dept. R/W Docket 10030, Page 1819

✣ Rancho Agua Verde Easements

Docket 11313, Page 2899
Docket 11313, Page 2903
Docket 11334, Page 2070
Docket 11334, Page 2079

Tierra Serena was approved by the Department of Real Estate in 1998. See Registration # DM98-016624

12676 0644

Consulting agent: Bill Arnold. 520-885-7490	Project # 00-4	MAP REVISION DATE 1/8/01
the land man ©2000/2001 William G. Arnold Ltd.	**Genesis Real Estate and Development, Inc.** 4400 E. Broadway #600•Tucson, Az 85711. 795-4753/fax This is not a survey plat - Use it for reference purposes only. The information contained hereon is subject to change without notice.	◆ Genesis Sign

Escrow Agent: Laura Pulvertaft c/o Fidelity National Title: 7750 E. Broadway A200: Tucson: 290-6227

05/24/2018 9:30 AM

F. ANN RODRIGUEZ, RECORDER
Recorded By: CR
DEPUTY RECORDER
4376

W
JOHN HUFAULT
6000 S X9 RANCH RD
VAIL AZ 85641

SEQUENCE: 20141920153
NO. PAGES: 12
REST 07/11/2014
11:29
MAIL
AMOUNT PAID: $17.00

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT FOR UPPER AGUA VERDE ROADS ASSOCIATION

This Declaration corrects, supersedes, and replaces the **"DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT** FOR UPPER AQUA VERDE ROADS ASSOCIATION", DATED 08/17/2007, RECORDED IN DOCKET 13121, PAGES 930 – 941, and is entered into as of the date stated below, by the owners of the properties as described in EXHIBIT A. These covenants, conditions and restrictions shall run with the title of all lands that are subjected to this Declaration and shall be binding on and inure to the benefit of all persons having or acquiring an ownership interest in those lands, including their heirs, successors, personal representatives, trustees, legal representatives, assigns, guests, tenants, licensees and invitees.

ARTICLE 1
FORMATION, NAME, PURPOSES, DEFINITIONS

1.1 Name. The name of this Association shall be Upper Agua Verde Roads Association, an unincorporated Association.

1.2 Purpose. This Association has been formed to engage in the acquisition of road easements, and State right-of-ways and the development, operation and maintenance of the roads and gates thereon, and to engage in any activities that are directly related to the accomplishment of such purpose.

1.3 Members. The members of the Association are the owners, their heirs and assigns, of the properties identified in EXHIBIT A. While one owner may hold title to several parcels in EXHIBIT A, they will still only be considered as one Member for purposes of voting and/or assessments. A single membership may include all members of the immediate family of the Member, but each membership shall represent one (1) indivisible vote.

1.4 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Property who has signed this Declaration, and the heirs, successors, assigns and personal representatives of said Owners.

1.5 Manager. The Manager shall call the meetings and conduct the day-to-day the business for the Association as described herein. The Manager may resign at any time and/or be replaced from time to time by majority vote of the membership. The current Manager is John R. Hufault.

Page 1 of 12
05/23/2018 12:27 PM

1.6 Founding Members. John R. Hufault & C. Cathryn Hufault; Brad Tatham & Barbara Stoddard.

1.7 Properties. This Declaration shall apply to the real property (the Properties) held by the Owners identified in EXHIBIT A in Pima County Arizona.

1.8 Road Maintenance. The Association is to provide for the maintenance and upkeep of the Roads as described in EXHIBIT B and C which service and provide access to the Properties for the use and benefit of all Owners, and is binding upon all Owners.

ARTICLE 2
BY-LAWS AND MAINTENANCE OBLIGATIONS

2.1 Expenses. Each Member shall be assessed a share of the cost for the Road, Gate Maintenance, and the costs of enforcing any provision of this Declaration and other costs and expenses necessary and proper for the effective and efficient functioning of the Association. A Share shall be determined by taking the total sum of costs and dividing by the total number of Members. Each Member pays one Share. Neither the Members nor the Managers shall receive any compensation for their services.

2.2 Road Maintenance. Road maintenance and upkeep shall be required to keep Roads in good and serviceable condition including work reasonable necessary to preserve the Roads, including the physical upkeep or repair of wear or damage whether from natural or other causes, maintaining the shape of the Roads, re-grading them, making sure that the shape of the Roads permits drainage, and keeping drainage features open and operable, consistent with law. In no event, shall the roads be graded less than two times a year. Maintenance and upkeep shall also include repair and maintenance of any and all gates installed on said Roads.

2.3 No Profit Motive; Nonexistence for Federal Tax Purposes. The Members acknowledge that the Association is being formed solely to facilitate the sharing of expenses in the connection with the purpose of the Association and without the purpose of earning any profit. The Association shall be operated in such a manner that it will not be recognized as a separate entity for federal tax purposes under U.S. Treasury Regulations Section 301.7701-1(a)(2). If at any time the Association is recognized as a separate entity for federal tax purposes contrary to the preceding sentence, the Members intend to be excluded from the application of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended.

2.4 Voting. Each Member of the Association shall be entitled to a single vote.

2.5 New Members. After the formation of the Association, any Owner acceptable to a two-thirds of the Members vote may become a Member of this Association for such consideration, as the Members by the same two-thirds vote shall determine. EXHIBIT A is to be amended as to reflect the new member properties. New Members are to sign and record the Declaration's Adoption Agreement. New Members also covenant and agree to pay the Association Annual Operating Cost Assessments as determined from time to time by the Membership.

2.6 Transfer of Ownership. In the event of a transfer of ownership of any of the Member properties, the new owner will automatically become a Member. Likewise, the previous owner shall no longer be a Member of stated properties. This clause can only be amended with 100% approval of the Membership.

2.7 Responsibility. Each Member does covenant and must pay to the Association, within sixty (60) days after the date of notice of an assessment. All assessments made by the Association, together with interest at the highest lawful rate and together with costs of collection, shall be a lien and charge upon the Property against which each such assessment is made which lien shall continue until the assessment is paid.

2.8 Enforcement. The Association may foreclose the lien against the Property, and there shall be added to the amount of such assessment all interest due an the all costs of collection, including reasonable attorney's fees. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all the Association's attorney fees and expenses, court costs, and other associated costs of the action.

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 Recordation. All Members to this Agreement shall record this document against their Member properties.

3.2 Amendments. This Declaration may only be amended in writing, by a document signed by the Manager of the Association after authorization by not less than two-thirds of the Association's membership. The Founding Members can veto said amendments as long as they remain owners of their properties in EXHIBIT A. The Transfer of Ownership clause (Article 2; Paragraph 2.6) can only be amended with 100% approval of the Membership.

3.3 Management. The Association shall be Manager Managed.

3.4 Management Powers. The Manager is authorized to call meetings from time to time, but there shall be no less than one meeting annually. For purposes of any meeting, a quorum shall consist of at least a majority of the Members. The Manager shall also assess properties as voted on at the membership meetings. The Manager shall also facilitate the imposition and collections of any delinquent assessments. The Manager shall deposit all Association funds with a financial institution in the Association's name or for the benefit of the Association, as the Owners by Majority Vote may deem advisable. The Manager shall also pay bills as due to the Association. No Member shall commingle the Association's funds with his or her own. Any additional powers will be as directed by this document and/or as directed by two-thirds of the Membership.

3.5 State Land Right-of-Way Acquisition. All Members herein agree to add to the Declaration any additional conditions that the State of Arizona requires the Association to adhere to in the acquisition, construction and maintenance of said right of way shown in EXHIBIT B.

3.6 Road Construction. The Association is herein authorized to build roads on any right-of-way and/or private easement provided a suitable capitalization program is approved. However, in the event said program cannot be approved, the Association authorizes any Member to construct a road using licensed contractors at their expense across said right-of-way and/or private easements.

3.7 Liability Insurance. With majority vote from the Founding Members, the Association shall be directed to obtain a broad form public liability insurance policy covering the Roadway construction and its use, and all damage or injury related to the Association or any of its Members or Managers. Premiums for all such insurance shall be a common expense borne by the Association Members.

3.8 Gate Construction. The Association is authorized to construct a gate on either, or both ends of the easement as described in EXHIBIT C. All costs to be borne by the Association Members.

3.9 Special Assessments. Special assessments are to be determined and agreed to by two-thirds of the Membership.

3.10 Resignations. All Members that wish to opt out of this Association may do so by duly notifying the Association in writing. These Member properties that opt out shall lose all legal ingress and egress rights provided by the Association. Said parties agree to vacate their

easement, record such, and pay for any legal costs in doing so. However, the Association is not obligated to reimburse the Member opting out for any previous expenses.

3.11 Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

3.12 Term. The covenants and restrictions of this Declaration shall run with and bind the land upon which its provisions have been imposed for a term of 50 years, commencing on the date this Declaration is recorded in the Office of the Pima County Recorder. This Declaration shall be automatically renewed for successive periods of 10 years unless at least two-thirds of the Association's members determine otherwise and authorize the Association to record a document within allowing the Declaration to expire.

3.13 Association Member's Duty to Notify of Conveyance: In the event any Association member conveys his or her land on which the provisions of this Declaration have been imposed, that Association member shall notify the Association of the name of the purchase of that land, in writing, no later than 10 days prior to the closing of the sale.

The property owners in EXHIBIT A make this agreement as of this 11th day of July, 2014, hereto and their successor and assigns with respect to real estate located in Pima County Arizona.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

John R. Hufault
Trustee of John R. and C. Cathryn Hufault Trust

Brad Tatham
Member/Manager Triangle F, LLC

C. Cathryn Hufault
Trustee of John R. and C. Cathryn Hufault Trust

Barbara Stoddard
Member/Manager Triangle F, LLC

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public this 11th day of ~~August, 2007~~ July, 2014 by

MARSHALL NAVARRO
NOTARY PUBLIC - ARIZONA
Pima County
My Commission Expires
December 13, 2016

Notary Public

My Commission Expires 12/13/2016

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

Ref. Tax Code 306-12-007L

LEGAL DESCRIPTION

Order No: 534135

Parcel I:

The West one half of Lot 3 in Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

Parcel II:

The West one half of Lots 1 and 2 in Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

Except the North 2148 feet thereof;

And further except any portion lying within that certain roadway as deeded to Pima County, Arizona by instrument recorded in Docket 4221, page 60 and in Docket 4222 at page 302.

JV azb 33

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

Ref. Tax Code 306-12-006B (6.30 AC)

The East 591 feet of the North 464 feet of Lot 1, Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder.

PARCEL II

Ref. Tax Code 306-12-006L (6.30 AC)

The East 591 feet of the South 464 feet of the North 928 feet of Lot 1, Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder.

SUBJECT TO: Current taxes and assessments and to all easements, restrictions, encumbrances. Reservations in State and Federal Patents, and other matters of record in the office of the County Recorder of Pima County, Arizona.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-12-006D (3.15 AC)

All that part of Lots 1 and 2 of Section 18, Township 16 South of Range 18 East, G. & S. R. B. & M., Pima County, Arizona, more particularly described as follows:

BEGINNING at a point which is north 89 degrees 50 minutes 00 seconds east 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 928 feet from the northwest corner of said Section 18;

thence south 89 degrees 50 minutes 00 seconds west, a distance of 590.90 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.02 feet to a point;

thence north 0 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-12-006E (6.30 AC)

PARCEL IV

All that part of Lots 1 and 2 of Section 18, Township 16 South, Range 18 East, G. & S. R. B. & M., Pima County, Arizona, more particularly described as follows:

Beginning at a point which is north 89 degrees 50 minutes 00 seconds east, 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 1160 feet from the northwest corner of said Section 18:

thence south 89 degrees 50 minutes 00 seconds west, a distance of 591.02 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.14 feet to a point;

thence north 9 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning;

AND

Beginning at a point which is north 89 degrees 50 minutes 00 seconds east. 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 1392 feet from the northwest corner of said Section 18;

thence south 89 degrees 50 minutes 00 seconds west, a distance of 591.14 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.26 feet to a point;

thence north 0 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning.

ARB 28

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-11-0020 (111 AC)

The West half of the Northeast Quarter; and the Northwest Quarter of the Northeast Quarter of the Northeast Quarter; and the South Half of the Southeast Quarter of the Northeast Quarter of Section 17,Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona

Ref. Tax Code 306-11-0030 (20 AC)

The North Half of the Southeast Quarter of the Northeast Quarter of Section 17,Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT B

ARIZONA STATE RIGHT-OF-WAY

LEGAL DESCRIPTION

40 FOOT WIDE EASEMENT

A strip of land being forty (40) feet in width for ingress and egress along the easterly line of the Southeast quarter of Section 13, Township 16 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona. The easterly line of which is coincident with the easterly line of said Southeast quarter, more particularly described as follows:

Beginning at the Southeast corner of said Section 13, a found aluminum capped pin, marked PE 7076, 13/18;

thence, North 00 degrees 09 minutes 00 seconds West, 1394.16 feet along said easterly line to an aluminum capped pin, marked PE 7076, 1/16;

thence, continue North 00 degrees 09 minutes 00 seconds West, 45.84 feet along said easterly line to the point of termination of said 40 foot easement. Said easement containing an area of 1.32 acres, more or less.

EXHIBIT C

Ref. Tax Code 306-12-007L

INGRESS EGRESS EASEMENT DESCRIPTION

An easement for ingress and egress, 30 feet and 40 feet in width, over a portion of Lot 3, Section 18, Township 16 South, Range 18 East of the Gila and Salt River Meridian, Pima County, Arizona, the centerline of which is described as follows:

Commencing at the Northwest corner of said Section 18 monumented as a G.L.O. Brass capped pipe;

Thence South 00° 06' 03" West along the West line of said section 18 a distance of 3935.39 feet to a #4 rebar tagged R.L.S. 13019;

Thence North 00° 06' 03" East 45.76 feet to the **Point of Beginning** of an easement 40 feet in width;

Thence North 65° 46' 41" East 221.22 feet;

Thence North 35° 58' 56" East, 50.61 feet;

Thence North 11° 18' 10" West 230.82 feet;

Thence North 13° 42' 16" East 57.34 feet to the terminus of said easement 40 feet in width and the Point of Beginning of said easement 30 feet in width;

Thence North 22° 36' 56" East 168.70 feet;

Thence North 35° 49' 22" East 249.27 feet;

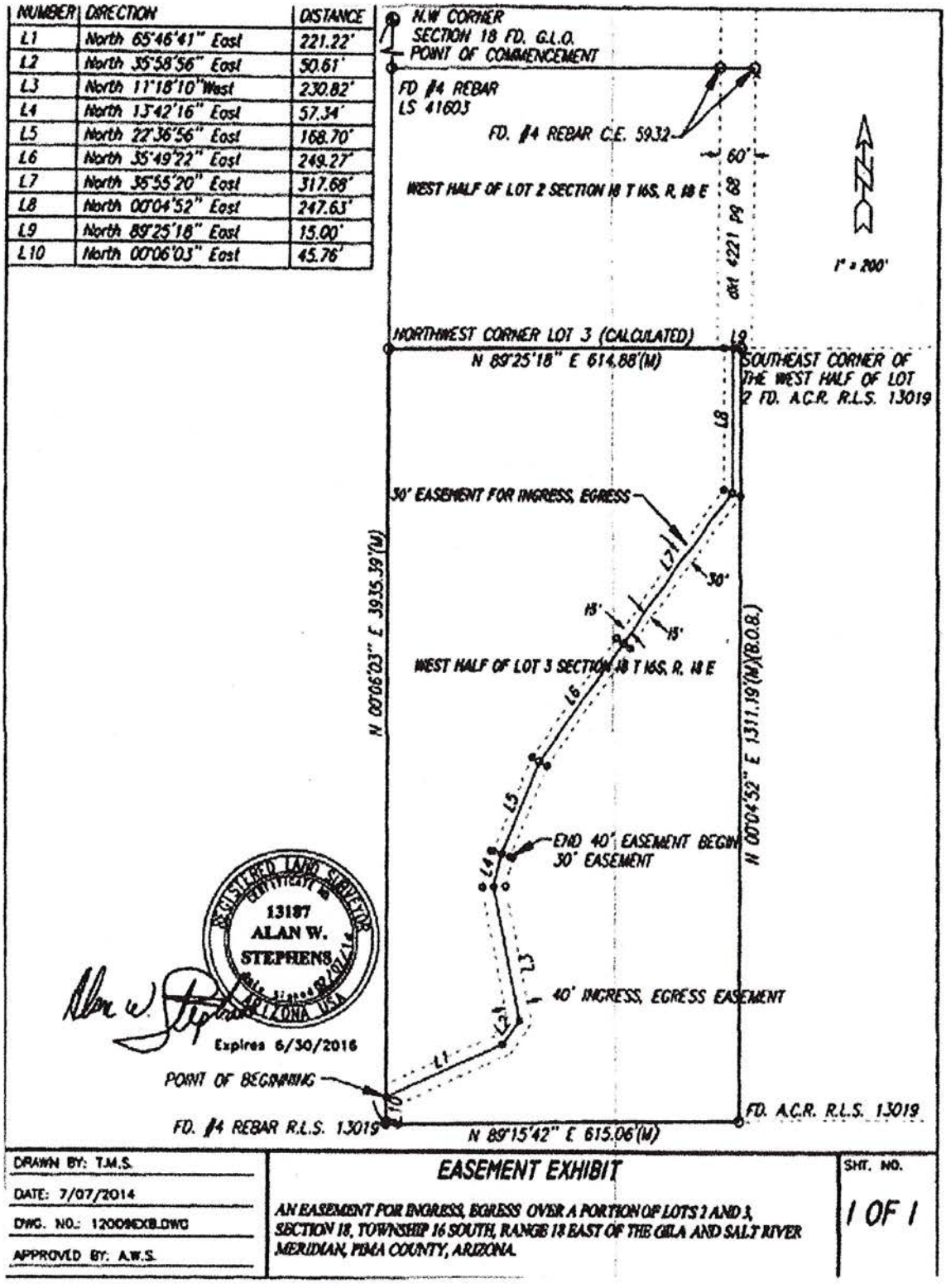
Thence North 36° 55' 20" East 317.68 feet;

Thence North 00° 04' 52" East 247.63 feet to the North line of lot 3 and the **Point of Terminus,** from which the Northeast corner of the West half of lot 3 bears North 89° 25' 18" East a distance of 15.00 feet as monumented by an aluminum capped rebar stamped R.L.S. 13019.

The Basis of Bearings for this description is the East line of the West half of Lot 3, Section 18, Township 16 South, Range 18 East of the Gila and Salt River Meridian, Pima County, Arizona. Said bearing being North 00° 04' 52" East.

EXHIBIT C (cont.)

NUMBER	DIRECTION	DISTANCE
L1	North 65°46'41" East	221.22'
L2	North 35°58'56" East	50.61'
L3	North 11°18'10" West	230.82'
L4	North 13°42'16" East	57.34'
L5	North 22°36'56" East	168.70'
L6	North 35°49'22" East	249.27'
L7	North 35°55'20" East	317.68'
L8	North 00°04'52" East	247.63'
L9	North 89°25'18" East	15.00'
L10	North 00°06'03" East	45.76'



DRAWN BY: T.M.S. DATE: 7/07/2014 DWG. NO.: 1200IEXB.DWG APPROVED BY: A.W.S.	**EASEMENT EXHIBIT** AN EASEMENT FOR INGRESS, EGRESS OVER A PORTION OF LOTS 2 AND 3, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 18 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.	SHT. NO. 1 OF 1

F. ANN RODRIGUEZ, RECORDER
Recorded By: LW
DEPUTY RECORDER
41

W
BARBARA STODDARD
5003 E COOPER ST
TUCSON AZ 85711

SEQUENCE: 20152510064
NO. PAGES: 12
ARSTRT 09/08/2015
10:10
MAIL
AMOUNT PAID: $17.00

AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT

FOR

UPPER AGUA VERDE ROADS ASSOCIATION

This Declaration corrects, supersedes, and replaces the **"DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT"** FOR UPPER AGUA VERDE ROADS ASSOCIATION", DATED 07/11/2014, RECORDED IN SEQUENCE #20141920153 and is entered into as of the date stated below, by the owners of the properties as described in EXHIBIT A. These covenants, conditions and restrictions shall run with the title of all lands that are subjected to this Declaration and shall be binding on and inure to the benefit of all persons having or acquiring an ownership interest in those lands, including their heirs, successors, personal representatives, trustees, legal representatives, assigns, guests, tenants, licensees and invitees.

ARTICLE 1
FORMATION, NAME, PURPOSES, DEFINITIONS

1.1 Name. The name of this Association shall be Upper Agua Verde Roads Association, an unincorporated Association.

1.2 Purpose. This Association has been formed to engage in the acquisition of road easements, and State right-of-ways and the development, operation and maintenance of the roads and gates thereon, and to engage in any activities that are directly related to the accomplishment of such purpose.

1.3 Members. The members of the Association are the owners, their heirs and assigns, of the properties identified in EXHIBIT A. While one owner may hold title to several parcels in EXHIBIT A, they will still only be considered as one Member for purposes of voting and/or assessments. A single membership may include all members of the immediate family of the Member, but each membership shall represent one (1) indivisible vote. Designated person to vote shall be submitted to the Manager.

1.4 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Property who has signed this Declaration, and the heirs, successors, assigns and personal representatives of said Owners.

1.5 Manager. The Manager shall call the meetings and conduct the day-to-day the business for the Association as described herein. The Manager may resign at any time and/or be replaced from time to time by majority vote of the membership. The current Manager is Barbara Stoddard. Founding Members. John R. Hufault & C. Cathryn Hufault; Brad Tatham & Barbara Stoddard.

1.6 Properties. This Declaration shall apply to the real property (the Properties) held by the Owners identified in EXHIBIT A in Pima County Arizona.

1.7 Road Maintenance. The Association is to provide for the maintenance and upkeep of the Roads as described in EXHIBIT B and C which service and provide access to the Properties for the use and benefit of all Owners, and is binding upon all Owners.

ARTICLE 2
BY-LAWS AND MAINTENANCE OBLIGATIONS

2.1 Expenses. Each Member shall be assessed a share of the annual cost for the Road, Gate Maintenance, and the costs of enforcing any provision of this Declaration and other costs and expenses necessary and proper for the effective and efficient functioning of the Association. A Share shall be determined by taking the total sum of costs and dividing by the total number of Members. Each Member pays one Share. Neither the Members nor the Managers shall receive any compensation for their services. Manager is designated to determine the costs and to give the Members 60 days' notice. Shares will be assessed each Feb. 15th.

2.2 Road Maintenance. Road maintenance and upkeep shall be required to keep Roads in good and serviceable condition including work reasonable necessary to preserve the Roads, including the physical upkeep or repair of wear or damage whether from natural or other causes, maintaining the shape of the Roads, re-grading them, making sure that the shape of the Roads permits drainage, and keeping drainage features open and operable, consistent with law. In no event, shall the roads be graded less than two times a year. Maintenance and upkeep shall also include repair and maintenance of any and all gates installed on said Roads.

2.3 No Profit Motive; Nonexistence for Federal Tax Purposes. The Members acknowledge that the Association is being formed solely to facilitate the sharing of expenses in the connection with the purpose of the Association and without the purpose of earning any profit. The Association shall be operated in such a manner that it will not be recognized as a separate entity for federal tax purposes under U.S. Treasury Regulations Section 301.7701-1(a)(2). If at any time the Association is recognized as a separate entity for federal tax purposes contrary to the preceding sentence, the Members intend to be excluded from the application of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended.

2.4 Voting. Each Member of the Association shall be entitled to a single vote.

2.5 New Members. After the formation of the Association, any Owner acceptable to fifty- one percent of the Members vote may become a Member of this Association for such consideration, as the Members by the same fifty-one percent vote shall determine. EXHIBIT A is to be amended as to reflect the new member properties. New Members are to sign and record the Declaration's Adoption Agreement. New Members also covenant and agree to pay the Association Annual Operating Cost Assessments as determined from time to time by the Membership.

2.6 Transfer of Ownership. In the event of a transfer of ownership of any of the Member properties, the new owner will automatically become a Member. Likewise, the previous owner shall no longer be a Member of stated properties. This clause can only be amended with 100% approval of the Membership.

2.7 Responsibility. Each Member does covenant and must pay to the Association, within sixty (60) days after the date of notice of an assessment. All assessments made by the Association, together with interest at the highest lawful rate and together with costs of collection, shall be a lien and charge upon the Property against which each such assessment is made which lien shall continue until the assessment is paid.

2.8 Enforcement. The Association may foreclose the lien against the Property, and there shall be added to the amount of such assessment all interest due and all costs of collection, including reasonable attorney's fees. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all the Association's attorney fees and expenses, court costs, and other associated costs of the action.

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 Recordation. All Members to this Agreement shall record this document against their Member properties.

3.2 Amendments. This Declaration may only be amended in writing, by a document signed by the Manager of the Association after authorization by not less than two-thirds of the Association's membership. The Founding Members can veto said amendments as long as they remain owners of their properties in EXHIBIT A. The Transfer of Ownership clause (Article 2; Paragraph 2.6) can only be amended with 100% approval of the Membership.

3.3 Management. The Association shall be Manager Managed.

3.4 Management Powers. The Manager or 51% of the Members are authorized to call meetings from time to time as needed. For purposes of any meeting, a quorum shall consist of at least a majority of the Members. The Manager shall also assess properties as voted on at the membership meetings. The Manager shall also facilitate the imposition and collections of any delinquent assessments. The Manager shall deposit all Association funds with a financial institution in the Association's name or for the benefit of the Association, as the Owners by Majority Vote may deem advisable. The Manager shall also pay bills as due to the Association. No Member shall commingle the Association's funds with his or her own. Any additional powers will be as directed by this document and/or as directed by two-thirds of the Membership.

3.5 State Land Right-of-Way Acquisition. All Members herein agree to add to the Declaration any additional conditions that the State of Arizona requires the Association to adhere to in the acquisition, construction and maintenance of said right of way shown in EXHIBIT B.

3.6 Road Construction. The Association is herein authorized to build roads on any right-of-way and/or private easement provided a suitable capitalization program is approved by 51 % of the Members.

3.7 Liability Insurance. With majority vote from the Founding Members, the Association shall be directed to obtain a broad form public liability insurance policy covering the Roadway construction and its use, and all damage or injury related to the Association or any of its Members or Managers. Premiums for all such insurance shall be a common expense borne by the Association Members.

3.8 Gate Construction. The Association is authorized to construct a gate on either, or both ends of the easement as described in EXHIBIT C. All costs to be borne by the Association Members.

3.9 Special Assessments. Special assessments are to be determined and agreed to by fifty-one percent of the Membership.

3.10 Resignations. All Members that wish to opt out of this Association may do so by duly notifying the Association in writing. These Member properties that opt out shall lose all legal ingress and egress rights provided by the Association. Said parties agree to vacate their easement, record such, and pay for any legal costs in doing so. However, the Association is not obligated to reimburse the Member opting out for any previous expenses.

3.11 Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

3.12 Term. Right-of-Way Renewal. Five years prior to August 12, 2060, the expiration of the State Land Right-of-Way, the Manager shall determine the costs of renewal and begin assessing Members annually to cover the future cost of renewing the Right-of-Way.

3.13 Association Member's Duty to Notify of Conveyance: In the event any Association member conveys his or her land on which the provisions of this Declaration have been imposed, that Association member shall notify the Association of the name of the purchase of that land, in writing, no later than 10 days prior to the closing of the sale.

The property owners in EXHIBIT A make this agreement as of this 5th day of September 2015, hereto and their successor and assigns with respect to real estate located in Pima County Arizona.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

John R. Hufault
Trustee of John R. and C. Cathryn Hufault Trust

Brad Tatham
Member/Manager Triangle F, LLC

C. Cathryn Hufault
Trustee of John R. and C. Cathryn Hufault Trust

Barbara Stoddard
Member/Manager Triangle F, LLC

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public this 5th day of September 2015 by

Notary Public

JEANETTE ZUNIGA
Notary Public - Arizona
Pima County
My Comm. Expires Dec 13, 2015

My Commission Expires 12/13/2015

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

Ref. Tax Code 306-12-007L

LEGAL DESCRIPTION

Order No: 534135

Parcel I:

The West one half of Lot 3 in Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

Parcel II:

The West one half of Lots 1 and 2 in Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

Except the North 2148 feet thereof;

And further except any portion lying within that certain roadway as deeded to Pima County, Arizona by instrument recorded in Docket 4221, page 66 and in Docket 4222 at page 302.

JV axb 33

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

Ref. Tax Code 306-12-006B (6.30 AC)

The East 591 feet of the North 464 feet of Lot 1, Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder.

PARCEL II

Ref. Tax Code 306-12-006L (6.30 AC)

The East 591 feet of the South 464 feet of the North 928 feet of Lot 1, Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder.

SUBJECT TO: Current taxes and assessments and to all easements, restrictions, encumbrances. Reservations in State and Federal Patents, and other matters of record in the office of the County Recorder of Pima County, Arizona.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-12-006D (3.15 AC)

All that part of Lots 1 and 2 of Section 18, Township 16 South of Range 18 East, G. & S. R. B. & M., Pima County, Arizona, more particularly described as follows:

BEGINNING at a point which is north 89 degrees 50 minutes 00 seconds east 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 928 feet from the northwest corner of said Section 18;

thence south 89 degrees 50 minutes 00 seconds west, a distance of 590.90 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.02 feet to a point;

thence north 0 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-12-006E (6.30 AC)

PARCEL IV

All that part of Lots 1 and 2 of Section 18, Township 16 South, Range 18 East, G. & S. R. B. & M., Pima County, Arizona, more particularly described as follows:

Beginning at a point which is north 89 degrees 50 minutes 00 seconds east, 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 1160 feet from the northwest corner of said Section 18;

thence south 89 degrees 50 minutes 00 seconds west, a distance of 591.02 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.14 feet to a point;

thence north 9 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning;

AND

Beginning at a point which is north 89 degrees 50 minutes 00 seconds east, 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 1392 feet from the northwest corner of said Section 18;

thence south 89 degrees 50 minutes 00 seconds west, a distance of 591.14 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.26 feet to a point;

thence north 0 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning.

ARB 28

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-11-0020 (111 AC)

The West half of the Northeast Quarter; and the Northwest Quarter of the Northeast Quarter of the Northeast Quarter; and the South Half of the Southeast Quarter of the Northeast Quarter of Section 17,Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona

Ref. Tax Code 306-11-0030 (20 AC)

The North Half of the Southeast Quarter of the Northeast Quarter of Section 17,Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT B

ARIZONA STATE RIGHT-OF-WAY

LEGAL DESCRIPTION

40 FOOT WIDE EASEMENT

A strip of land being forty (40) feet in width for ingress and egress along the easterly line of the Southeast quarter of Section 13, Township 16 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona. The easterly line of which is coincident with the easterly line of said Southeast quarter, more particularly described as follows:

Beginning at the Southeast corner of said Section 13, a found aluminum capped pin, marked PE 7076, 13/18;

thence, North 00 degrees 09 minutes 00 seconds West, 1394.16 feet along said easterly line to an aluminum capped pin, marked PE 7076, 1/16;

thence, continue North 00 degrees 09 minutes 00 seconds West, 45.84 feet along said easterly line to the point of termination of said 40 foot easement. Said easement containing an area of 1.32 acres, more or less.

EXHIBIT C

Ref. Tax Code 306-12-007L

INGRESS EGRESS EASEMENT DESCRIPTION

An easement for ingress and egress, 30 feet and 40 feet in width, over a portion of Lot 3, Section 18, Township 16 South, Range 18 East of the Gila and Salt River Meridian, Pima County, Arizona, the centerline of which is described as follows:

Commencing at the Northwest corner of said Section 18 monumented as a G.L.O. Brass capped pipe;

Thence South 00° 06' 03" West along the West line of said section 18 a distance of 3935.39 feet to a #4 rebar tagged R.L.S. 13019;

Thence North 00° 06' 03" East 45.76 feet to the **Point of Beginning** of an easement 40 feet in width;

Thence North 65° 46' 41" East 221.22 feet;

Thence North 35° 58' 56" East, 50.61 feet;

Thence North 11° 18' 10" West 230.82 feet;

Thence North 13° 42' 16" East 57.34 feet to the terminus of said easement 40 feet in width and the Point of Beginning of said easement 30 feet in width;

Thence North 22° 36' 56" East 168.70 feet;

Thence North 35° 49' 22" East 249.27 feet;

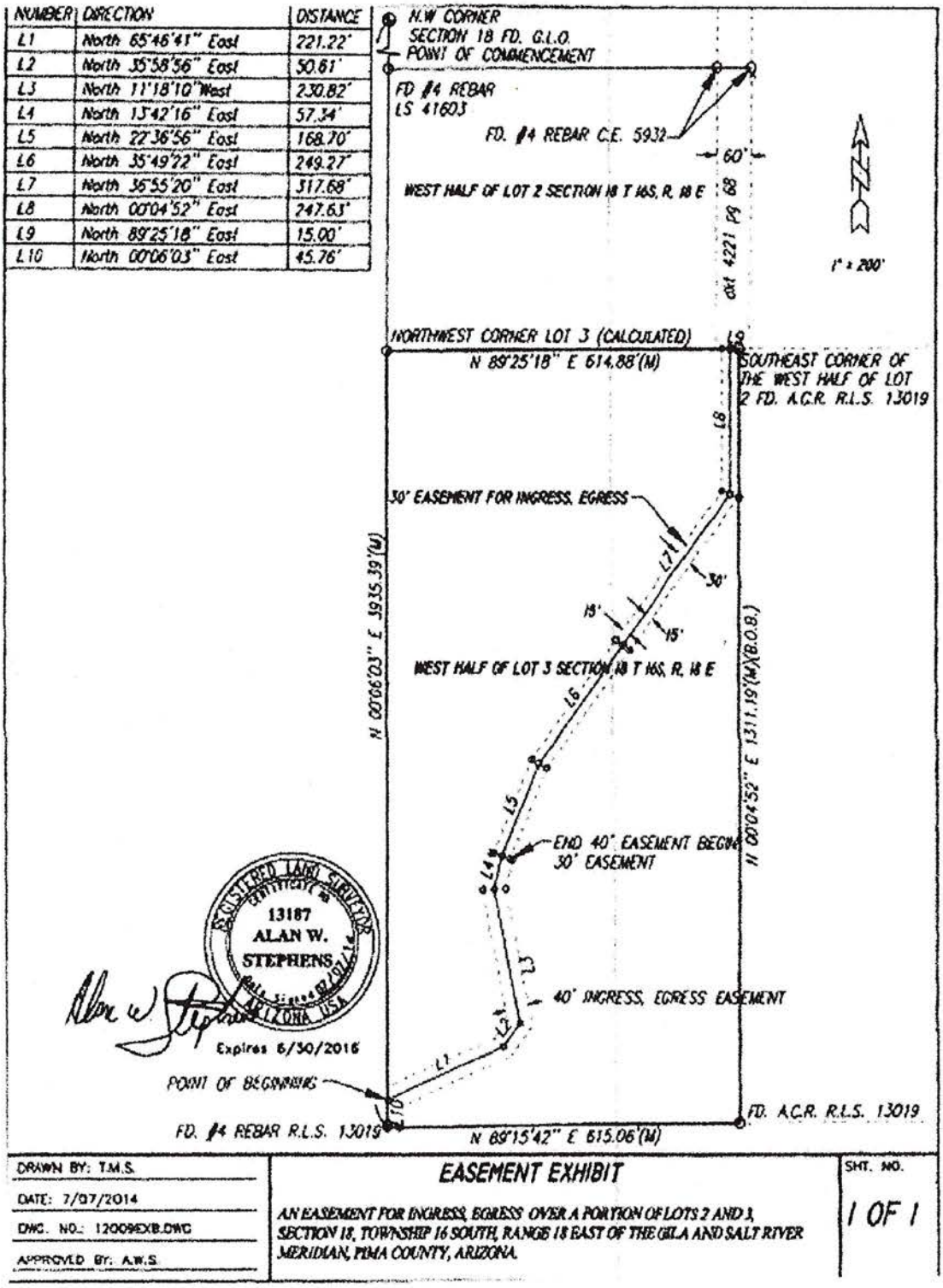
Thence North 36° 55' 20" East 317.68 feet;

Thence North 00° 04' 52" East 247.63 feet to the North line of lot 3 and the **Point of Terminus,** from which the Northeast corner of the West half of lot 3 bears North 89° 25' 18" East a distance of 15.00 feet as monumented by an aluminum capped rebar stamped R.L.S. 13019.

The Basis of Bearings for this description is the East line of the West half of Lot 3, Section 18, Township 16 South, Range 18 East of the Gila and Salt River Meridian, Pima County, Arizona. Said bearing being North 00° 04' 52" East.

EXHIBIT C (cont.)

NUMBER	DIRECTION	DISTANCE
L1	North 65°46'41" East	221.22'
L2	North 35°58'56" East	50.61'
L3	North 11°18'10" West	230.82'
L4	North 13°42'16" East	57.34'
L5	North 22°36'56" East	168.70'
L6	North 35°49'22" East	249.27'
L7	North 36°55'20" East	317.68'
L8	North 00°04'52" East	247.63'
L9	North 89°25'18" East	15.00'
L10	North 00°06'03" East	45.76'



DRAWN BY: T.M.S. DATE: 7/07/2014 DWG. NO.: 12009EXB.DWG APPROVED BY: A.W.S.	**EASEMENT EXHIBIT** AN EASEMENT FOR INGRESS, EGRESS OVER A PORTION OF LOTS 2 AND 3, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 18 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.	SHT. NO. 1 OF 1

F. ANN RODRIGUEZ, RECORDER
Recorded By: ACA
DEPUTY RECORDER
4948

W
BARBARA STODDARD
5003 E COOPER ST
TUCSON AZ 85711

SEQUENCE: 20153640482
NO. PAGES: 20
REST 12/30/2015
15:17:55
MAIL
AMOUNT PAID: $25.00

AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT
FOR
UPPER AGUA VERDE ROADS ASSOCIATION

This Declaration corrects, supersedes, and replaces the **"DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT"** FOR UPPER AGUA VERDE ROADS ASSOCIATION", DATED 07/11/2014, RECORDED IN SEQUENCE #20141920153 and is entered into as of the date stated below, by the owners of the properties as described in EXHIBIT A. These covenants, conditions and restrictions shall run with the title of all lands that are subjected to this Declaration and shall be binding on and inure to the benefit of all persons having or acquiring an ownership interest in those lands, including their heirs, successors, personal representatives, trustees, legal representatives, assigns, guests, tenants, licensees and invitees.

ARTICLE 1
FORMATION, NAME, PURPOSES, DEFINITIONS

1.1 Name. The name of this Association shall be Upper Agua Verde Roads Association, an unincorporated Association.

1.2 Purpose. This Association has been formed to engage in the acquisition of road easements, and State right-of-ways and the development, operation and maintenance of the roads and gates thereon, and to engage in any activities that are directly related to the accomplishment of such purpose.

1.3 Members. The members of the Association are the owners, their heirs and assigns, of the properties identified in EXHIBIT A. While one owner may hold title to several parcels in EXHIBIT A, they will still only be considered as one Member for purposes of voting and/or assessments. A single membership may include all members of the immediate family of the Member, but each membership shall represent one (1) indivisible vote. Designated person to vote shall be submitted to the Manager.

1.4 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Property who has signed this Declaration, and the heirs, successors, assigns and personal representatives of said Owners.

1.5 Manager. The Manager shall call the meetings and conduct the day-to-day the business for the Association as described herein. The Manager may resign at any time and/or be replaced from time to time by majority vote of the membership. The current Manager is Barbara Stoddard. Founding Members. John R. Hufault & C. Cathryn Hufault; Brad Tatham & Barbara Stoddard.

1.6 Properties. This Declaration shall apply to the real property (the Properties) held by the Owners identified in EXHIBIT A in Pima County Arizona.

1.7 Road Maintenance. The Association is to provide for the maintenance and upkeep of the Roads as described in EXHIBIT B and C which service and provide access to the Properties for the use and benefit of all Owners, and is binding upon all Owners.

UPPER AGUA VERDE ROADS ASSOCIATION

ARTICLE 2
BY-LAWS AND MAINTENANCE OBLIGATIONS

2.1 Expenses. Each Member shall be assessed a share of the annual cost for the Road, Gate Maintenance, and the costs of enforcing any provision of this Declaration and other costs and expenses necessary and proper for the effective and efficient functioning of the Association. A Share shall be determined by taking the total sum of costs and dividing by the total number of Members. Each Member pays one Share. Neither the Members nor the Managers shall receive any compensation for their services. Manager is designated to determine the costs and to give the Members 60 days' notice. Shares will be assessed each Feb. 15th.

2.2 Road Maintenance. Road maintenance and upkeep shall be required to keep Roads in good and serviceable condition including work reasonable necessary to preserve the Roads, including the physical upkeep or repair of wear or damage whether from natural or other causes, maintaining the shape of the Roads, re-grading them, making sure that the shape of the Roads permits drainage, and keeping drainage features open and operable, consistent with law. In no event, shall the roads be graded less than two times a year. Maintenance and upkeep shall also include repair and maintenance of any and all gates installed on said Roads.

2.3 No Profit Motive; Nonexistence for Federal Tax Purposes. The Members acknowledge that the Association is being formed solely to facilitate the sharing of expenses in the connection with the purpose of the Association and without the purpose of earning any profit. The Association shall be operated in such a manner that it will not be recognized as a separate entity for federal tax purposes under U.S. Treasury Regulations Section 301.7701-1(a)(2). If at any time the Association is recognized as a separate entity for federal tax purposes contrary to the preceding sentence, the Members intend to be excluded from the application of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended.

2.4 Voting. Each Member of the Association shall be entitled to a single vote.

2.5 New Members. After the formation of the Association, any Owner acceptable to fifty- one percent of the Members vote may become a Member of this Association for such consideration, as the Members by the same fifty-one percent vote shall determine. EXHIBIT A is to be amended as to reflect the new member properties. New Members are to sign and record the Declaration's Adoption Agreement. New Members also covenant and agree to pay the Association Annual Operating Cost Assessments as determined from time to time by the Membership.

2.6 Transfer of Ownership. In the event of a transfer of ownership of any of the Member properties, the new owner will automatically become a Member. Likewise, the previous owner shall no longer be a Member of stated properties. This clause can only be amended with 100% approval of the Membership.

2.7 Responsibility. Each Member does covenant and must pay to the Association, within sixty (60) days after the date of notice of an assessment. All assessments made by the Association, together with interest at the highest lawful rate and together with costs of collection, shall be a lien and charge upon the Property against which each such assessment is made which lien shall continue until the assessment is paid.

2.8 Enforcement. The Association may foreclose the lien against the Property, and there shall be added to the amount of such assessment all interest due and all costs of collection, including reasonable attorney's fees. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all the Association's attorney fees and expenses, court costs, and other associated costs of the action.

UPPER AGUA VERDE ROADS ASSOCIATION

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 Recordation. All Members to this Agreement shall record this document against their Member properties.

3.2 Amendments. This Declaration may only be amended in writing, by a document signed by the Manager of the Association after authorization by not less than two-thirds of the Association's membership. The Founding Members can veto said amendments as long as they remain owners of their properties in EXHIBIT A. The Transfer of Ownership clause (Article 2; Paragraph 2.6) can only be amended with 100% approval of the Membership.

3.3 Management. The Association shall be Manager Managed.

3.4 Management Powers. The Manager or 51% of the Members are authorized to call meetings from time to time as needed. For purposes of any meeting, a quorum shall consist of at least a majority of the Members. The Manager shall also assess properties as voted on at the membership meetings. The Manager shall also facilitate the imposition and collections of any delinquent assessments. The Manager shall deposit all Association funds with a financial institution in the Association's name or for the benefit of the Association, as the Owners by Majority Vote may deem advisable. The Manager shall also pay bills as due to the Association. No Member shall commingle the Association's funds with his or her own. Any additional powers will be as directed by this document and/or as directed by two-thirds of the Membership.

3.5 State Land Right-of-Way Acquisition. All Members herein agree to add to the Declaration any additional conditions that the State of Arizona requires the Association to adhere to in the acquisition, construction and maintenance of said right of way shown in EXHIBIT B.

3.6 Road Construction. The Association is herein authorized to build roads on any right-of-way and/or private easement provided a suitable capitalization program is approved by 51 % of the Members.

3.7 Liability Insurance. With majority vote from the Founding Members, the Association shall be directed to obtain a broad form public liability insurance policy covering the Roadway construction and its use, and all damage or injury related to the Association or any of its Members or Managers. Premiums for all such insurance shall be a common expense borne by the Association Members.

3.8 Gate Construction. The Association is authorized to construct a gate on either, or both ends of the easement as described in EXHIBIT C. All costs to be borne by the Association Members.

3.9 Special Assessments. Special assessments are to be determined and agreed to by fifty-one percent of the Membership.

3.10 Resignations. All Members that wish to opt out of this Association may do so by duly notifying the Association in writing. These Member properties that opt out shall lose all legal ingress and egress rights provided by the Association. Said parties agree to vacate their easement, record such, and pay for any legal costs in doing so. However, the Association is not obligated to reimburse the Member opting out for any previous expenses.

3.11 Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.

UPPER AGUA VERDE ROADS ASSOCIATION

3.12 Term. Right-of-Way Renewal. Five years prior to August 12, 2060, the expiration of the State Land Right-of-Way, the Manager shall determine the costs of renewal and begin assessing Members annually to cover the future cost of renewing the Right-of-Way.

3.13 Association Member's Duty to Notify of Conveyance: In the event any Association member conveys his or her land on which the provisions of this Declaration have been imposed, that Association member shall notify the Association of the name of the purchase of that land, in writing, no later than 10 days prior to the closing of the sale.

The property owners in EXHIBIT A make this agreement as of this 30th day of December, 2015, hereto and their successor and assigns with respect to real estate located in Pima County Arizona.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

John R. Hufault
Trustee of John R. and C. Cathryn Hufault Trust

Brad Tatham
Member/Manager Triangle F, LLC

C. Cathryn Hufault
Trustee of John R. and C. Cathryn Hufault Trust

Barbara Stoddard
Member/Manager Triangle F, LLC

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public this 30th day of Dec, 2015 by

Notary Public

DANIEL NAVARRETTE
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Commission Expires
March 20, 2016

My Commission Expires 3-20-2016

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

Ref. Tax Code 306-12-007L

LEGAL DESCRIPTION

Parcel I:

The West one half of Lot 3 in Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

Parcel II:

The West one half of Lots 1 and 2 in Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

Except the North 2148 feet thereof;

And further except any portion lying within that certain roadway as deeded to Pima County, Arizona by instrument recorded in Docket 4221, page 68 and in Docket 4222 at page 302.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I

Ref. Tax Code 306-12-006B (6.30 AC)

The East 591 feet of the North 464 feet of Lot 1, Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder.

PARCEL II

Ref. Tax Code 306-12-006L (6.30 AC)

The East 591 feet of the South 464 feet of the North 928 feet of Lot 1, Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder.

SUBJECT TO: Current taxes and assessments and to all easements, restrictions, encumbrances. Reservations in State and Federal Patents, and other matters of record in the office of the County Recorder of Pima County, Arizona.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-12-006D (3.15 AC)

All that part of Lots 1 and 2 of Section 18, Township 16 South of Range 18 East, G. & S. R. B. & M., Pima County, Arizona, more particularly described as follows:

BEGINNING at a point which is north 89 degrees 50 minutes 00 seconds east 1240.80 feet and south 0 degrees 41 minutes 48 seconds west, a distance of 928 feet from the northwest corner of said Section 18;

thence south 89 degrees 50 minutes 00 seconds west, a distance of 590.90 feet to a point;

thence south 0 degrees 43 minutes 39 seconds west, a distance of 232 feet to a point;

thence north 89 degrees 50 minutes 00 seconds east, a distance of 591.02 feet to a point;

thence north 0 degrees 41 minutes 48 seconds east, a distance of 232 feet to the point of beginning.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Ref. Tax Code 306-11-0020 (111 AC)

The West half of the Northeast Quarter; and the Northwest Quarter of the Northeast Quarter of the Northeast Quarter; and the South Half of the Southeast Quarter of the Northeast Quarter of Section 17,Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona

Ref. Tax Code 306-11-0030 (20 AC)

The North Half of the Southeast Quarter of the Northeast Quarter of Section 17,Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona

UPPER AGUA VERDE ROADS ASSOCIATION

LEGAL DESCRIPTION

Tax Code 306-12-006H

EXHIBIT "A"

The East half of Lot 3, Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Tax Code 306-12-001D

The Northeast quarter of the Northeast quarter of the Northwest quarter and the West half of the Northeast quarter of the Northwest quarter of Section 18, Township 16 South, Range 18 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona.
TOGETHER with an easement for ingress, egress and utilities over the West 20 feet of the Northwest quarter of the Southeast quarter of the Northwest quarter of said Section 18.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Tax Code 306-12-007J

All that part of the Northwest quarter of Section 18, Township16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows;

Beginning at the Northwest corner of the Northwest quarter of said Section 18;

THENCE South 00 degrees 45 minutes 29 seconds West, along the West line of said Section 18, a distance of 237 feet to the TRUE POINT OF BEGINNING;

THENCE North 89 degrees 50 minutes 00 seconds East, a distance of 590.52 feet to a point;

THENCE South 00 degrees 43 minutes 39 seconds West, a distance of 232 feet to a point;

THENCE South 89 degrees 50 minutes 00 seconds West, a distance of 590.65 feet to a point on the West line of said Section 18;

THENCE North 00 degrees 45 minutes 29 seconds East, along the West line of said Section 18, a distance of 232 feet the TRUE POINT OF BEGINNING.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Tax Code 306-12-006F

That part of Lot 2 of Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

***BEGINNING* at a point which is North 89° 50' 00" East, 1,240.80 feet and South 00° 41' 48" West, 1,916.00 feet from the Northwest Section corner;**

Thence South 89° 50' 00" West, 621.42 feet;
Thence North 00° 43' 39" East, 292.00 feet;
Thence North 89° 50' 00" East, 621.42 feet;
Thence South 00° 41' 48" West, 292.00 feet to the *POINT OF BEGINNING*;

Except the West 30 feet thereof.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Tax Code 306-10-001C

Lot 1 and the Northeast Quarter of the Southwest Quarter of Section 07 Township 16 South Range 18 East totaling approximately 77.60 acres.
Gila and Salt River Base and Meridian, Pima County, Arizona

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Tax Code 306-12-007N

That portion of the parcel described in Docket 13218 at Page 1412, Pima County Records, in Lot 2, Section 18, also being the Southwest quarter of the Northwest quarter of Section 18, Township 16 South, Range 18 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 18, said corner being a 2-inch aluminum cap stamped "PE 7076", from which the Northwest corner of said Section 18 bears North 00°01'28" East 2,622.47 feet distant, said corner being a 3 1/2" G.L.O. brass cap;

Thence North 00°01'28" East 474.33 feet upon the West line of said Lot 2 to the Southwest corner of the parcel described in said Docket 13218 at Page 1412, Pima County Records;

Thence North 89°27'38" East 107.00 feet upon the South line of said parcel to the **Point of Beginning**;

Thence continue North 89°27'38" East 465.55 feet upon the South line of said parcel to the Southeast corner thereof;

Thence North 00°29'38" East 463.87 feet upon the East line of said parcel to the Northeast corner thereof;

Thence South 89°28'53" West 576.35 feet upon the North line of said parcel to the Northwest corner thereof, to the West line of said Lot 2;

Thence South 00°01'28" West 93.80 feet upon said West line;

Thence South 47°41'05" East 39.76 feet;

Thence South 73°17'33" East 80.99 feet;

Thence South 00°01'28" West 319.17 feet to the **Point of Beginning**.

Said parcel contains 230,304.7 square feet, or 5.29 acres, more or less.



EXPIRES 12-31-15

UPPER AGUA VERDE ROADS ASSOCIATION

Exhibit A

LEGAL DESCRIPTION Tax Code 306-12-007F

All that part of Lots 1 and 2 of Section 18, Township 16 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows;

BEGINNING at the Northwest corner of said Section 18;

THENCE South 00 degrees 45 minutes 29 seconds West, a distance of 1392 feet to the TRUE POINT OF BEGINNING;

THENCE North 89 degrees 50 minutes 00 seconds East, a distance of 591.14 feet to a point;

THENCE North 00 degrees 43 minutes 39 seconds East, a distance of 232 feet to a point;

THENCE South 89 degrees 50 minutes 00 seconds West, a distance of 591.02 feet to a point on the West line of said Section 18;

THENCE South 00 degrees 45 minutes 29 seconds West along said West line, a distance of 232 feet to the TRUE POINT OF BEGINNING.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT A

LEGAL DESCRIPTION

Tax Code 306-01-006K

ALL that certain real property, situate in the County of Pima, State of Arizona, being a part of the southeast quarter of the northeast quarter of Section 13, T 16 S, R 17 E, G. & S. R. M., more particularly described as follows:

BEGINNING at the northeast corner of said southeast quarter of the northeast quarter of said Section 13;

THENCE from said POINT OF BEGINNING, southerly along the east line of said southeast quarter of the northeast quarter, S 00° 25' 36" E 466.73 feet to a point thereon;

THENCE leaving said east line, westerly along a line being parallel with the north line of said southeast quarter of the northeast quarter, S 88° 52' 28" W 466.73 feet to a point thereon;

THENCE northerly along a line being parallel with said east line, N 00° 25' 36" W 466.73 feet to a point on said north line of said southeast quarter of the northeast quarter;

THENCE easterly along said north line, N 88° 52' 28" E 466.73 feet to the POINT OF BEGINNING and containing 5.00 acres of land.

SUBJECT TO an easement for ingress-egress and utility purposes in, over and upon the east 30 feet of the south 340 feet thereof.

TOGETHER WITH an easement for ingress-egress and utility purposes in, over and upon the south 30 feet of the north 496.69 feet of the east 800.00 feet of said southeast quarter of the northeast quarter of said Section 13.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT B

ARIZONA STATE RIGHT-OF-WAY

LEGAL DESCRIPTION

40 FOOT WIDE EASEMENT

A strip of land being forty (40) feet in width for ingress and egress along the easterly line of the Southeast quarter of Section 13, Township 16 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona. The easterly line of which is coincident with the easterly line of said Southeast quarter, more particularly described as follows:

Beginning at the Southeast corner of said Section 13, a found aluminum capped pin, marked PE 7076, 13/18;

thence, North 00 degrees 09 minutes 00 seconds West, 1394.16 feet along said easterly line to an aluminum capped pin, marked PE 7076, 1/16;

thence, continue North 00 degrees 09 minutes 00 seconds West, 45.84 feet along said easterly line to the point of termination of said 40 foot easement. Said easement containing an area of 1.32 acres, more or less.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT C

Ref. Tax Code 306-12-007L

INGRESS EGRESS EASEMENT DESCRIPTION

An easement for ingress and egress, 30 feet and 40 feet in width, over a portion of Lot 3, Section 18, Township 16 South, Range 18 East of the Gila and Salt River Meridian, Pima County, Arizona, the centerline of which is described as follows:

Commencing at the Northwest corner of said Section 18 monumented as a G.L.O. Brass capped pipe;

Thence South 00° 06' 03" West along the West line of said section 18 a distance of 3935.39 feet to a #4 rebar tagged R.L.S. 13019;

Thence North 00° 06' 03" East 45.76 feet to the **Point of Beginning** of an easement 40 feet in width;

Thence North 65° 46' 41" East 221.22 feet;

Thence North 35° 58' 56" East, 50.61 feet;

Thence North 11° 18' 10" West 230.82 feet;

Thence North 13° 42' 16" East 57.34 feet to the terminus of said easement 40 feet in width and the Point of Beginning of said easement 30 feet in width;

Thence North 22° 36' 56" East 168.70 feet;

Thence North 35° 49' 22" East 249.27 feet;

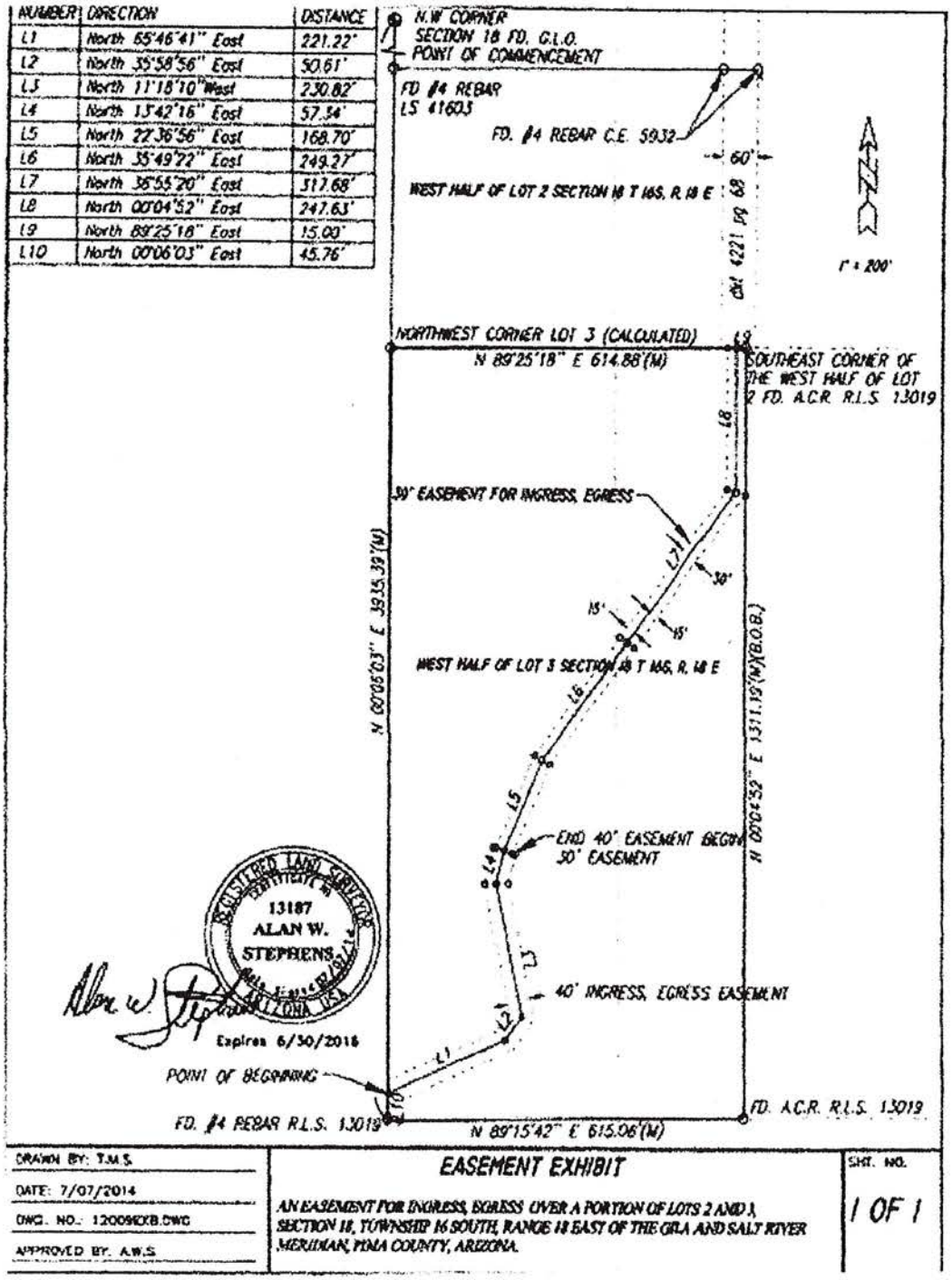
Thence North 36° 55' 20" East 317.68 feet;

Thence North 00° 04' 52" East 247.63 feet to the North line of lot 3 and the **Point of Terminus,** from which the Northeast corner of the West half of lot 3 bears North 89° 25' 18" East a distance of 15.00 feet as monumented by an aluminum capped rebar stamped R.L.S. 13019.

The Basis of Bearings for this description is the East line of the West half of Lot 3, Section 18, Township 16 South, Range 18 East of the Gila and Salt River Meridian, Pima County, Arizona. Said bearing being North 00° 04' 52" East.

UPPER AGUA VERDE ROADS ASSOCIATION

EXHIBIT C (cont.)



Appendix N. Intergovernmental Agreement for I-10 and Davidson Canyon Parcels (Pima County and State of Arizona)

CONTRACT
NO. 01-30-A-137783-0406
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract

A.G. Contract No.: KR05-1273TRN
ECS File No.: JPA 05-045
Project No.: NNA-0-410
Section: I-10 at Davidson Canyon
Project: Purchase Scenic Easement
TRACS No.: H6638 01R
Budget Source Item No.: 75305

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY

THIS AGREEMENT is entered into this date April 24, 2006, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County").

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 and 11-951 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the twelve eligible Transportation Enhancement (TE) activities.

4. The State and the County are in mutual agreement to participate in the TE activity 3 using FHWA funding and an Enhancement Reimbursable Grant in, the acquisition and management of scenic property (the "Property") along I-10 at Davidson Canyon, south of Tucson, hereinafter referred to as the "Project". Both parties agree that the County will provide matching funds, be the lead agency of the Project and manage and preserve the scenic view shed of the Property in perpetuity.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28198
Filed with the Secretary of State
Date Filed: 4-24-06
Secretary of State
By: _____

II. SCOPE OF WORK

1. The County shall:

a. Upon execution of this Agreement, provide a copy of the deed and closing statement to show the acquisition of the Property. Revenue generated by any lease of the Property needs to be put back into maintenance or other Title 23 eligible projects.

b. Be responsible for any and all costs of the Project over and above the State's share of $500,000.00.

c. Be responsible to provide copies of all studies, reports and other materials to the State for review and comment.

d. Be responsible to manage the Property acquired as a result of this Agreement, in perpetuity, and preserve its natural scenic qualities.

e. Acknowledge and agree that the Property shall not be leased for revenue generation except that the County may use the Property for agricultural purposes, grazing, and for the operation of cattle ranches and may lease the Property for similar types of uses, as part of a management plan.

f. Acknowledge and agree that in the future, if a widening or repairs along the Property on I-10 at Davidson Canyon are necessary, access will be granted to the State/ADOT at no cost(s) over the portions of the Property adjacent to the right of way while the work is performed, provided that upon completion of the work the State/ADOT will at its expense restore the Property, including fencing, if any, to substantially the condition that existed prior to such temporary access. If any of the property is needed for the widening, County shall grant such property to the State/ADOT at no cost or credit, provided the property so granted does not have a value in excess of $500,000.00.

2. The State shall:

a. Review the documents provided, including the deed and closing statement.

b. Upon execution of this Agreement and within thirty-days (30) of receipt of the deed and closing statement, using Federal Funds, reimburse the County in a total amount not to exceed $500,000.00, as its share of the Project. The State shall have no other direct or indirect responsibilities with respect to the monetary contribution defined herein.

III. MISCELLANEOUS PROVISIONS

1. The State has no direct interest in the Project. The only interest of the State in this Agreement is to provide monetary contribution from Federal Funds, to the Project.

2. The County shall not transfer, sell, or otherwise dispose of all or any part of the Property nor shall it assign its obligations under this Agreement without prior written consent from the State. If the Property is sold without retention by the County of a scenic easement or if the scenic easement is later removed from the Property, the County shall need to refund the $500,000 to the State.

3. The County agrees to indemnify and save harmless the State, including its departments, officers, and employees, from and against all losses, expenses, damages or claims of any nature whatsoever arising out of the negligence or willful misconduct of the County or its officers or employees in the performance of any of the provisions of this Agreement.

4. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the County cancels this Agreement, the State shall in no way be obligated to maintain said Project.

5. This Agreement shall become effective upon filing with the Secretary of State.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 121-1-12213) and all applicable Federal regulations under the Act including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
(602) 712-7525

Pima County Real Property Services
Attn: Janet Russell
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701
(520) 740-6321

12. Pursuant to Arizona Revise Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PIMA COUNTY

By _____
RICHARD ELIAS
Chairman, Pima County Board of Supervisors

ATTEST: APR 04 2006

By _____
LORI GODOSHIAN
Clerk of the Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By _____
SUSAN TELLEZ
Contract Administrator

G:05-045-Pima County-Scenic Easement-DRAFT-30January2006-slc

JPA 05-045

ATTORNEY APPROVAL FORM FOR PIMA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 6th day of February, 2006.

Scott Mussell

County Attorney

RESOLUTION NO. 2006- 80

RESOLUTION OF PIMA COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR REIMBURSEMENT OF ACQUISITION COSTS FOR THE BAR V RANCH

WHEREAS, Pima County (the "County") purchased the Bar V Ranch (the "Property") on February 17, 2005, as part of the 2004 Open Space Bond Program; and

WHEREAS, the Property contains a portion of the scenic Davidson Canyon, visible from Interstate 10, east of Sonoita Highway; and

WHEREAS, the County applied for and was awarded $500,000 towards the purchase of this Property, via the Federal Highway Administration's Transportation Enhancement Program; and

WHEREAS, the Arizona Department of Transportation ("ADOT") administers the program for the Federal Highway Administration; and

WHEREAS, the County has met all of the requirements of the program for reimbursal; and

WHEREAS, the County and the State of Arizona (the "State") have completed negotiations on an Intergovernmental Agreement to reimburse the County the $500,000 for the acquisition; and

NOW, THEREFORE, BE IT RESOLVED, that Pima County will enter into an Intergovernmental Agreement with the State of Arizona to be reimbursed for $500,000 in acquisition costs for the Property, as part of the Transportation Enhancement program. In return for reimbursement, the County shall:

1. Agree not to lease the property for lease revenue generation, except that the County may lease the property for grazing and agricultural purposes.

2. Agree that in the future, if widening or repairs along the Property on I-10 at Davidson Canyon are necessary, access to the Property will be granted to the State/ADOT at no cost, and if any property is needed for the widening, the County will grant such property to the State at no cost up to $500,000.

3. Agree that the County will not sell or transfer the Property without the consent of the State.

Passed by the Board of Supervisors of Pima County, this 4th day of April, 2006.

Chairman, Pima County Board of Supervisors

APR 0 4 2006

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

00599-06

TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan Davis@azag.gov

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR05-1273TRN (**JPA 05-045**), an Agreement between public agencies, i.e., The State of Arizona and Pima County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 17, 2006

TERRY GODDARD
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:956535
Attachment

Appendix O. Planning Area Existing Water Use and Pumping

Well Registry2017	ADWR Reported Use	Esimated Water Use	Purpose of Use	GPS?	ADWR Type	ADWR Use	Property Name	RC Map ID	Owner	Covenant Type	Basis for Est. Water Use	Well Name
509240	0	0	monitoring	YES	NON-EXEMPT	NON-EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP		
509242	0	0	no use	YES	NON-EXEMPT	NON-EXEMPT - MONITORING	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Capped-No Use	Empirita #2
513307	0	0	no use	YES	EXEMPT	EXEMPT - DOMESTIC STOCK	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP		
601573	0	0	no use	NO	EXEMPT	EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP		
616165	0	1	wildlife	YES	EXEMPT	EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Wildlife Drinker	O'Leary Windmill
627729	0	0	habitat enhancement	YES	NON-EXEMPT	NON-EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	No Use	Pantano Jungle Irrig.
627730	0	0	monitoring	YES	NON-EXEMPT	NON-EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Water Level Only	Empirita CCI
627731	0	0	no use	YES	NON-EXEMPT	NON-EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	No Use	
627732	0	0	no use	YES	NON-EXEMPT	NON-EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	No Use	
627740	0	0	monitoring	YES	EXEMPT	EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Capped - No Use	Empirita CN
627741	0	1	residential	YES	EXEMPT	EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Caretaker Use	Empirita Ranch Well
631733	0	0	monitoring	YES	MONITOR	ENV - MONITOR OR PIEZOMETER	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Capped-No Use	Cienega Well
801774	0	1	livestock	YES	NON-EXEMPT	NON-EXEMPT	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Caretaker use for corrals	South Pasture C Well

209531	0	0	monitoring	YES	MONITOR	ENV - MONITOR	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Water Level Only	
209530	0	0	monitoring	YES	MONITOR	ENV - MONITOR	CIENEGA CREEK NATURAL PRESERVE	19	RFCD	MSCP	Water Level Only	
604338	0	5	recreation	NO	EXEMPT	EXEMPT	COLOSSAL CAVE MOUNTAIN PARK	22	Pima County	Conservation	SOC 39-70765	
616076	0	6	recreation	YES	EXEMPT	EXEMPT	COLOSSAL CAVE MOUNTAIN PARK	22	Pima County	Conservation	SOC 39-74815	
627560	4	11	residential	YES	NON-EXEMPT	NON-EXEMPT	COLOSSAL CAVE MOUNTAIN PARK	22	Pima County	Conservation	SOC 39-71753	
627561	0	11	livestock	YES	NON-EXEMPT	NON-EXEMPT	COLOSSAL CAVE MOUNTAIN PARK	22	Pima County	Conservation	SOC 39-71753	
627562	0	11	livestock	YES	NON-EXEMPT	NON-EXEMPT	COLOSSAL CAVE MOUNTAIN PARK	22	Pima County	Conservation	56-000345 (back up for 627560 & 627561)	
801367	0	1	recreation	NO	EXEMPT	EXEMPT	COLOSSAL CAVE MOUNTAIN PARK	22	Pima County	Conservation	Domestic Use (estimated)	
512959	0	<0.002	monitoring	YES	EXEMPT	EXEMPT	BAR V RANCH-DAVIDSON	10	Pima County	MSCP	WQ sampling only	Davidson Bar V Well
592387	0	1(?)	livestock	NO	EXEMPT	EXEMPT	BAR V RANCH-DAVIDSON	10	Pima County	MSCP		

Appendix P. Pima County Park Rules

Introduction

The Pima County Parks Rules are adopted by the Pima County Parks and Recreation Commission as the code of rules and regulations for Pima County parks and recreation areas pursuant to A.R.S. 11-935(B)(2) and 11-936.

The Pima County Parks Rules are organized by subject matter under an expandable two-factor decimal numbering system which is designed to facilitate supplementation without disturbing the numbering of existing provisions. Each section number designates, in sequence, the numbers of the chapter and section. Thus, Section 2.020 is Section 020 located in Chapter 2.

In parentheses following each section, is a legislative history identifying the specific sources for the provisions of that section by stating the adopting or amending resolution number, resolution section, and year the resolution was adopted.

The Pima County Parks Rules are subject to change. The most recent and accurate resolutions of the Pima County Parks and Recreation Commission amending the Pima County Parks Rules may be found in the Pima County Parks and Recreation Department office.

The Pima County Parks Rules may be cited thus:

Pima County Parks Rules, Ch. 4, Sec. 040 or P.C.P.R. § 4-040

Chapter 1
Use and Occupancy of Public Parks

1.010 Fees

It shall be unlawful to enter upon or use for any purpose the land, water or facilities within the boundaries of County parks and recreation areas when a fee, rental, admission or other consideration has been established for such use, unless the person entering or using such land, water or facility has paid said fee, rental, admission or other consideration. (Res. 2000-3, § 2, 2000)

1.020 Commercial activity

It shall be unlawful to use County park or recreation areas for commercial purposes, public meetings or assemblies, erection of signs, fences, barriers or structures, to distribute advertising materials, or to sell any goods or services without first obtaining a written permit from the Pima County Parks and Recreation Department. (Res. 2000-3, § 2, 2000)

1.030 Motor vehicles

It shall be unlawful:

A. To operate a motorbike, motorcycle or other motor vehicle on trails, or cross country, or on primitive unsurfaced roadways that have been posted, signed, or barriered to prohibit vehicle use.

B. To operate a motor vehicle except on roads and parking areas designated for such purposes.

C. To operate a motor vehicle at a speed greater than that posted or to fail to obey traffic signs.

D. In all cases, a motor vehicle shall be operated in compliance with the Arizona Motor Vehicle Code as provided under Title 28, Arizona Revised Statutes, while within the boundaries of any Pima County Park or Recreation area. (Res. 2000-3, § 2, 2000)

1.040 Bicycles

Within Tucson Mountain Park, Tortolita Mountain Park, Roy P. Drachman Agua Caliente Regional Park, Cienega Creek Natural Preserve and Colossal Cave Mountain Park, it shall be unlawful to ride a bicycle except on a road or established trail, or in an arroyo, wash or riverbed. It shall further be unlawful to ride a bicycle on a road or established trail posted to prohibit bicycle use. (Res. 2000-3, § 2, 2000)

1.050 Destruction, damage or removal of County property

A. It shall be unlawful to destroy, damage, deface or remove any County regulatory sign, property or facility owned or administered by the Pima County Parks and Recreation Department.

B. It shall be unlawful to collect, remove, destroy, mutilate, damage or deface any natural resource, including, but not limited to, all live and dead vegetation and all parts thereof, wildlife, soil, rocks, and water, except as otherwise provided for by law or without obtaining prior written approval from the Pima County Parks and Recreation Department.

C. Except as otherwise planned for and provided for by the Pima County Parks and Recreation Department, all environmental settings shall be kept in their natural state. (Res. 2000-3, § 2, 2000)

1.060 Litter

It shall be unlawful to litter, deposit, or abandon in or on any County park, parkway or recreational facility any garbage, sewage, refuse, trash, waste, or

other obnoxious materials except in receptacles or containers provided for such purposes. These receptacles are not to be used for residential trash disposal. (Res. 2000-3, § 2, 2000)

1.070 Areas posted against entrance, use or occupancy

It shall be unlawful to enter, use or occupy public parks or recreation under the supervision and control or Pima County Parks and Recreation Department for any purpose when said parks or areas are posted against such entrance, use or occupancy. (Res. 2000-3, § 2, 2000)

1.080 Hunting

Hunting is not permitted within the fenced boundaries of Rifle Ranges or Archery Ranges. (Res. 2000-3, § 2, 2000)

1.090 Firearms

It shall be unlawful to discharge firearms or other weapons in Pima County public parks except in designated Rifle Ranges or Pistol Ranges. (Res. 2000-3, § 2, 2000)

1.100 Archery

A. It shall be unlawful to shoot with bow-and-arrow except in designated "Archery Ranges" and subject to the following specific regulations:

1. Tucson Mountain Park. Bow hunting areas are all areas in the Tucson Mountain Park, except that no discharge of archery weapons is permitted within the corridor described by 660 feet on either side of the centerline of Gates Pass Road between Gates Pass Overlook and the intersection of Gates Pass Road and Kinney Road.

2. David Yetman Trail. Discharge of archery weapons is not permitted within 660 feet on either side of the David Yetman Trail from G-3 entry to the 22nd Street entry.

3. Tucson Estates. Discharge of archery weapons is not permitted within 2,640 feet of the park boundary around Tucson Estates including all the Little Cat Mountain range between Starr Pass Trail and the David Yetman Link Trail.

4. Old Tucson; Arizona-Sonora Desert Museum; Sonoran Arthropod Studies area; Gilbert Ray Campground. Discharge of archery weapons is not permitted within 2,640 feet of the boundaries of the Old Tucson premises, the Arizona-Sonora Desert Museum premises,

the Sonoran Arthropod Studies premises and the Gilbert Ray Campground.

B. In addition to the foregoing limitations, all bow hunting must comply with all rules, regulations and other requirements of the Arizona Game and Fish Department. (Res. 2000-3, § 2, 2000)

1.110 Fires

It shall be unlawful to build fires, except in designated places, or in fireplaces, stoves or grills either provided or approved by the Pima County Parks and Recreation Department. (Res. 2000-3, § 2, 2000)

1.120 Aircraft, parachutes and hang gliders

It shall be unlawful to operate any aircraft of any nature or parachute or hang glide on County Park property except in areas designated for such use by the Commission, or in an emergency. (Res. 2000-3, § 2, 2000)

Chapter 2
Gilbert Ray Campgrounds in Tucson Mountain Park

2.010 Registration and User fees

A. Registration is required.

B. Registration shall include the license number of the vehicle and the state where registered.

C. The registration fee shall be paid in advance. (Res. 2000-3, § 2, 2000)

2.020 Camping regulations

A. All registrants must park in the space assigned by the registrar.

B. One camping unit per site only.

C. Checkout time Noon.

D. A seven day camping limit will be enforced, without exception. After seven days, the campers must leave the park for a minimum of seven days to gain eligibility to re-register.

E. Open camp fires are not permitted. Fireplaces have been provided for this purpose. Registrar may permit approved portable grills upon inspection.

F. Under no circumstances may clotheslines, lanterns, wiring, flags, or any other articles whatsoever, be strung across or secured to any vegetation or other County properties.

G. The County assumes no responsibility for personal belongings or property of any kind. (Res. 2000-3, § 2, 2000)

2.030 Water

A. The washing of vehicles and any other unnecessary use of water is prohibited.

B. Hose connections to or from any camper or trailer for any purpose other than filling holding tanks is strictly prohibited by order of the State Health Department.

C. The State Health Department requires that all water-soluble waste be disposed of at the Dumping Station, although dishwater waste and contents of commode bags may be emptied in the restroom toilets. Registrar will direct all non-specified disposals to avoid illegal dumping. (Res. 2000-3, § 2, 2000)

Chapter 4
Animals in Parks and Recreation Areas

4.010 Domestic animals and other pets at large

No domestic animals or other pets are permitted to be at large in Pima County Parks and Recreation areas. (Res. 2000-3, § 2, 2000)

4.020 Restraint

A. Domestic animals and pets shall be restrained by a cage, or a leash of not more than six (6) feet in length and of sufficient strength to control the animal.

B. Exemptions from restraint requirements:

1) Animals participating in pet shows or classes approved by the Parks and Recreation Department, provided that the animal is accompanied by and under the control of its owner or handler.

2) Dogs confined within a county maintained temporary or permanent dog run located within a county park. (Res. 2000-3, § 2, 2000)

4.030 Saddle, pack and draft animals

It shall be unlawful to bring saddle, pack or draft animals into a County Park and Recreation site unless it has been developed to accommodate them and is posted accordingly. (Res. 2000-3, § 2, 2000)

4.040 Grazing and foraging

It shall be unlawful to allow grazing or allow any forage-consuming domestic livestock to graze or to roam at-large within the fenced or posted boundaries of Pima County Parks. (Res. 2000-3, § 2, 2000)

4.050 Tucson Mountain Park

A. Dogs are not permitted within Tucson Mountain Park, except in the Gilbert Ray Campground. Seeing eye dogs shall be exempt.
(Res. 2000-3, § 2, 2000)

4.060 License

Dogs over four (4) months of age shall wear a valid license on a collar. (Res. 2000-3, § 2, 2000)

4.070 Litter

A. Dog owners or handlers shall clean up all litter created by the animal and place it in trash cans.

B. Exemption. Owners of seeing eye dogs shall be exempt.
(Res. 2000-3, § 2, 2000)

Chapter 5
Intoxicants and Disturbing the Peace

5.010 Intoxicants in Park and Recreation Areas

A. No person shall posses or consume spirituous liquor in Pima County Parks and Recreation areas.

B. Exemption. On premises under lease from Pima County and upon compliance with the terms of the lease and with applicable State liquor licensing laws.

C. "Spirituous liquor" includes alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor or malt beverage, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, any liquid mixture or preparation, whether patented or otherwise,

which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one percent of alcohol by volume. (Res. 2000-3, § 2, 2000)

5.020 Disturbing the Peace in Park and Recreation Areas

No person shall maliciously and willfully disturb the peace or quiet of a neighborhood, family or person by: loud or unusual noise; tumultuous or offensive conduct; threatening, traducing, quarreling, challenging to fight or fighting; or applying any violent, abusive or obscene epithets to another. (Res. 2000-3, § 2, 2000)

Chapter 7
Violations and Penalties

7.010 Violations and penalties

A person who violates any of the Parks Rules, adopted pursuant to A.R.S. § 11-931, et seq., is guilty of a class 2 misdemeanor pursuant to A.R.S. § 11-940. (Res. 2000-3, § 2, 2000)

7.020 Expulsion of violators

Pima County park police officers and other law enforcement officers shall have authority to order violators of the Park Rules to leave parks and recreation areas. (Res. 2000-3, § 2, 2000)

Appendix Q. Native Plant Species List for Restoration Projects

Approved Plant Species for Restoration Activities

Prepared By: David Scalero, Pima County Regional Flood Control District, October, 2009

Below is a list of plant species that are approved for restoration and mitigation activities at the Cienega Creek Natural Preserve. This list is based upon review of the plant associations described in the "Background Report" prepared by McGann & Associates Inc. (1994) for the Cienega Creek Natural Preserve Management Plan and refined by staff knowledge on the availability of seed sources. Project managers need to consult with the selected plant nurseries to insure that seeds sources come from native stock collected as close to the project site as possible.

Trees
Blue Palo Verde (*Cercidium floridum*)
Foothills Paloverde (*Cercidium microphyllum*)
Desert Willow (*Chilopsis linearis*)
Arizona Ash (*Fraxinus velutina*)
Arizona Walnut (*Juglans major*)
Arizona Sycamore (*Plantanus wrightii*)
Freemont Cottonwood (*Populus femontii*)
Velvet Mesquite (*Prosopis velutina*)
Goodding Willow (*Salix gooddingii*)
Mexican Elderberry (*Sambucus mexicana*)

Shrubs
Whitethorn Acacia (*Acacia constricta*)
Catclaw Acacia (*Acacia greggii*)
Fourwing Saltbush (*Atriplex canescens*)
Seepwillow (*Baccharis salicifolia*)
Desert Hackberry (*Celtis pallida*)
Netleaf Hackberry (*Celtis reticulata*)
Burroweed (*Haplopappus tenuisectus*)
Burrobush (*Hymenoclea monogyra*)
Wolfberry (*Lycium sp.*)
Graythorn (*Zizyphus obtusifolia*)

Forbs and Annuals
Yellow Columbine (*Aquilegia chrysantha*)
Astragalus (*Astragalus thurberi*)
Desert Marigold (*Baileya multiradiata*)
Dicliptera (*Dicliptera resupinate*)
Buckwheat (*Eriogonum spp.*)
Watercress (*Nasturtium aquaticum*)
Clammyweed (*Polansia trachysperma*)
Paperflower (*Psilotrophe cooperi*)
Climbing Milkweed (*Sarcostemma spp.*)
Desert Zinnia (*Zinnia acerosa*)

Grasses
Cane Beardgrass (*Andropogon barbinoides*)
Threeawn (*Aristida spp.*)
Sideoats Grama (*Bouteloua curtipendula*)
Blue Grama (*Bouteloua gracillis*)
Rothrock Grama (*Bouteloua rothrocki*)
Plains Lovegrass (*Eragrostis intermedia*)
Small Flowered Fescue (*Festuca microstachys*)
Curly Mesquite (*Hillaria belangeri*)
Green Sprangletop (*Leptochloa dubia*)
Bush Muhly (*Muhlenbergia porteri*)
Deergrass (*Muhlenbergia rigens*)
Blue Panic Grass (*Panicum antidotale*)
Indian Wheat (*Plantago insularis*)
Little Bluestem (*Schizlachrium scoparium*)
Plains Bristlegrass (*Setaria machrostachys*)
Sacaton (*Sporobolis airodes*)
Sand Dropseed (*Sporobolis cryptandra*)
Arizona Cottontop (*Trichachne californica*)

Appendix R. Bird and Bat Lighting Guidance

Bats

In general, LED lights have a lower impact on bats, especially warm white LEDs (2700°K – 3000°K). These are better than LEDs that are more of a blueish white (> 5700°K).

From the perspective of reducing impacts to bats in general:

- The lower to the ground the lights can be the better
- Lights with wavelengths in shorter spectra, like UV, attract lots of insects, can depopulated adjacent areas of insect prey and can negatively impact some bats
- Minimizing light spillover from the intended area is better – through shields, hoods, etc.
- Downward facing is better (i.e., not illuminating significant areas up into the sky)
- For bats, the most impt time periods are 2 hrs after sunset and 2 hrs before sunrise, so any mitigation (sensors, timers, etc.) that can limit artificial light at these times is beneficial

See Bat Conservation International's Best Management Practices for Bats and Artificial Lighting for additional details.

Birds

Most species of migratory songbirds are nocturnal migrants and can readily become disoriented by lighting that pollutes the night sky, sometimes leading to fatal impacts to buildings (see example photo below), as well as generally having a negative impact on their migration and survival (e.g., birds can become exhausted flying off course). Avoid any unnecessary night lighting. Spring and fall migration are especially sensitive periods, so if possible it is beneficial to particularly reduce or eliminate night lighting during during March – May and August through early November. Any lighting at night that must be in place should be shielded such that it is not directed upwards. This also has the advantage of maintaining dark skies for star gazing, astronomical studies, and general aesthetics, all of which are especially important in our area. See examples below.

Examples from:

Bird-Friendly Development Guidelines (2007). Fatal Light Awareness Program (FLAP). 4. https://digitalcommons.unl.edu/flap/4

Types of Lighting

External lighting used to illuminate the surrounding site of a building should be efficient while providing enough illumination to effectively make the site safe and secure at night. Light fixtures should project light downward to minimize direct upward light, spill light, glare and artificial sky glow.

Several conceptual examples are provided to indicate bird-friendly types of light fixture designs. Likewise, examples of undesirable light fixture design are also provided. Site lighting is also addressed in the section "Site Design Strategies."

Decorative Lighting

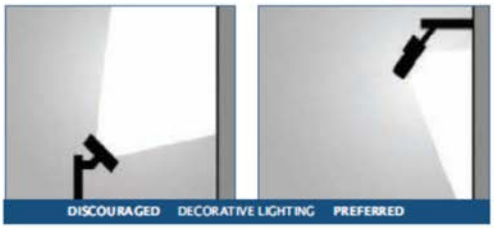
The external lighting of building features, known as 'vanity' or 'architectural' lighting, should be eliminated at best or projected downwards. For existing buildings, vanity and architectural lighting should be turned off during the migratory seasons. In cases where architectural lighting is used for aeronautical navigation purposes, the use of strobe lights is preferred as a suitable option.

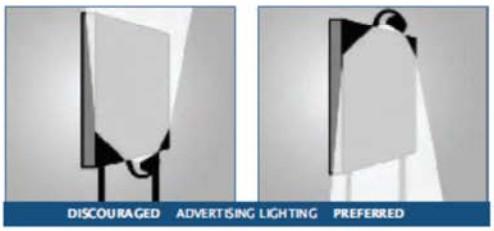
Advertising Lighting

Advertising can be designed to produce less light pollution by ensuring that the illuminated area is lit from above to minimize the amount of light unnecessarily being projected into the night sky.

Event and Festival Lighting

Event lighting, such as spotlights and searchlights should be prohibited during the migratory seasons.

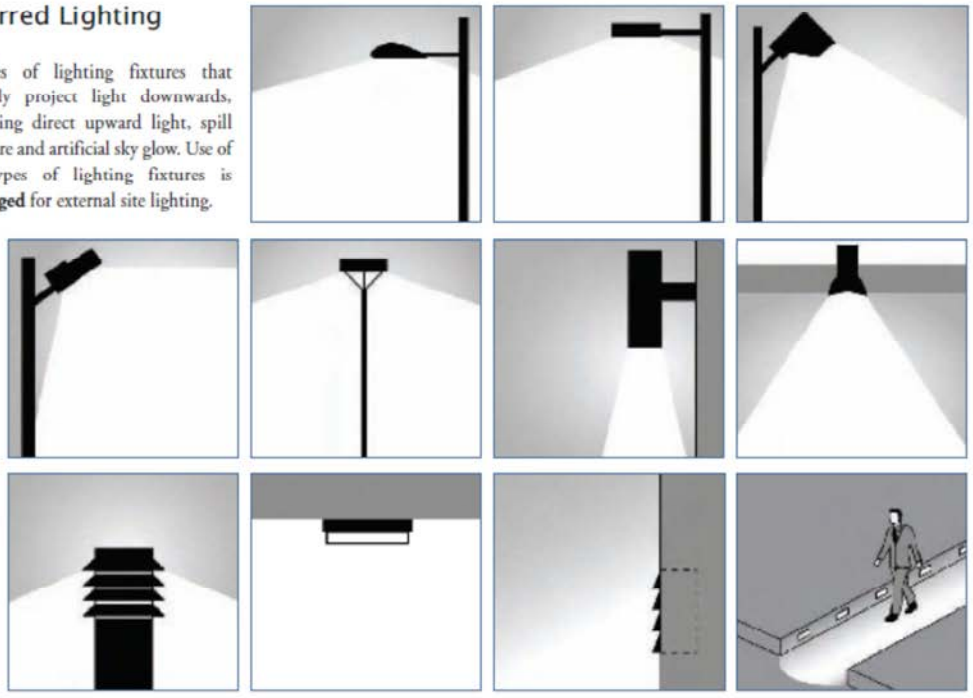






Preferred Lighting

Examples of lighting fixtures that effectively project light downwards, minimizing direct upward light, spill light, glare and artificial sky glow. Use of these types of lighting fixtures is **encouraged** for external site lighting.



Discouraged Lighting

Examples of inefficient lighting fixtures that project light upwards, increasing spill light, glare and artificial sky glow. Use of these types of lighting fixtures is **discouraged** for external site lighting.



Appendix S. Cienega Corridor Fire Management

Fire Management in the Cienega Corridor Management Area

This report accompanies the 2021 Cienega Corridor Management Plan (Plan) and serves as an important reference for managers implementing the fire management portion of the Plan. This document covers the fire history of the Planning Area, existing vegetation types, and detailed information about management tools and fire management units. A list of useful resources is also provided.

Fire History of the Planning Area

Fire is a natural disturbance process, and fire history is an important factor affecting vegetation change over time. In the Planning Area, most information readily available at the time this report was written was about events occurring in the Cienega Creek Natural Preserve (Preserve). Elsewhere in the Planning Area, the Agua Verde FLAP properties have been affected by adverse grazing, resulting in low fuel loads and making the occurrence of a significant fire unlikely in the recent past. The Headquarters Tract (Empirita Ranch Headquarters), acquired by the County in 1992, has been a working ranch for decades, resulting in low fuel loads throughout much of the property, with the exception of some fallow agricultural fields where invasive plants sometimes take over. Colossal Cave Mountain Park vegetation is predominately Sonoran Desert scrub, a vegetation type where continuous fuels generally do not occur and when they do burn, fires tend to be small.

In the 1800s, the Planning Area was part of a vast grassland (Gori and Enquist 2003). Grasslands would have been maintained by frequent fires, from both lightning and anthropogenic ignitions. These fires would have limited encroachment from woody vegetation, and removed dead thatch, resulting in renewed growth of native grasses. With the establishment of livestock grazing over large areas, fires were suppressed and fuel loads altered as most fine fuels were removed from the landscape by heavy grazing, a situation exacerbated by drought that slowed the natural recovery of vegetation.

The removal of fire was a major driver of the vegetation types we see on the landscape today. Some mixed shrub and grass-dominated vegetation types still exist in the southeastern portion of the Planning Area, although these have been invaded by non-native grasses which dominate in many areas. Most of the uplands have converted to vegetation types with more shrubland and desert scrub characteristics with grasses intermixed in some areas.

The frequent fires in the grasslands of the past would have affected riparian vegetation as well as uplands. Riparian vegetation at that time was likely dominated by herbaceous plants with woody species much less widespread than they are today. The livestock grazing that followed likely spread mesquite (*Prosopis* sp.) into new areas while preventing the establishment of native riparian trees, such as cottonwoods (*Populus fremontii*).

The Preserve was established in 1986. Grazing in the area had resulted in low fuel loads, and the cottonwood-willow riparian woodland that now lines some sections of the Cienega Creek had not yet developed. In the 1970s, fire was used to clear mesquite bosques, particularly in the Pantano Jungle and other areas nearby. County staff familiar with the vegetation report that in these areas there are more *Ziziphus* species and little leaf sumac (*Rhus microphylla*) compared to other similar areas (J. Fonseca, OSC, personal communication).

In the early 1990s, after cattle were removed, red brome (*Bromus rubens*) became more widespread in the Preserve, associated with the wet winters that were characteristic of that time period (J. Fonseca, OSC, personal communication). There were some fires that ignited along the Union Pacific Railroad (UPRR), burning red brome and into mesquite bosques. One such fire occurred on the terrace north of the creek in the Horseshoe Bend area on May 31, 1993 (D. Carter, NRPR, personal communication).

The Marsh Fire was reported on March 7, 2017 and was most likely ignited by a campfire east of the Davidson Canyon confluence on the southern bank of Cienega Creek (Scalero 2017). Rincon Valley Fire District and Arizona State Forestry responded to the incident and the fire was extinguished on March 9, 2017. Nearly nine acres burned in the area east of Davidson Canyon on a terrace along the southern edge of Cienega Creek. Fire crews cleared some vegetation around the perimeter of the fire to serve as a trail and/or fire break. No new access roads were created and no fences were cut during suppression (D. Carter, NRPR, personal communication). According to County staff who were tracking the incident at the time, the wildfire resulted in the mortality of some cottonwood (*Populus fremontii*) and ash (*Fraxinus velutina*) trees, and the loss of an indigo bush (*Amorpha fruticosa*), a plant rarely observed in the Preserve (J. Fonseca, OSC, personal communication). However, recovering vegetation was comprised predominantly of native species (D. Scalero, District, personal communication), including *Muhlenbergia* sp. and other native grasses, giant sedge (*Carex ultra* var. *spissa*), and yerba mansa (*Anemopsis californica*) (J. Fonseca, OSC, personal communication). Further, indigo bush continues to persist in this part of the Preserve. No effects of fire were evident in subsequent water sample collection and testing (D. Scalero, District, personal communication).

Existing Vegetation

Vegetation communities in the Planning Area consist generally of upland, xeric riparian, and mesic riparian vegetation (Figures FM-1 and FM-2). Note that not all parts of the Planning Area have been formally surveyed for detailed vegetation mapping, but land cover data is available across the entire area (see Figure FM-2). Vegetation structure and composition vary across the landscape. Upland Sonoran Desert scrub, shrubland, and mixed shrub-grass communities dominate the uplands. Xeric riparian vegetation consists of a mix of shrubs and herbaceous vegetation. Mesic vegetation includes cottonwood-Goodding's willow woodland, mixed deciduous-mesquite woodlands, mesquite bosques, and herbaceous wetland plants associated with areas of perennial stream flow.

Mary Ann Cleveland Way
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Colossal Cave Rd
10
Wentworth Rd
Marsh Station Rd
10
Empirita Rd

FIGURE FM-1
Vegetation Communities in the Planning Area

PIMA COUNTY
Cienega Corridor Management Plan 2021

- Cienega Corridor Planning Area
- Roads

Vegetation Communities

- Bedrock/Sparsely Vegetated Channel Bottom
- Burroweed-Mesquite Association
- Channel - Minus
- Channel - Plus
- Creosote Association
- Creosote-Mariola Association
- Creosote-Mixed Scrub Association
- Interior Southwest Riparian Deciduous Woodland
- Mixed Grass-Mixed Scrub Association
- Ocotillo-Mixed Scrub Association
- Pasture Grazing/Agricultural Fields
- Velvet Mesquite Association
- Velvet Mesquite Association-Low Density
- Velvet Mesquite-Mixed Deciduous Tree Association
- Velvet Mesquite-Mixed Scrub Association

Data credits: McGann and Associates for Cienega Creek Natural Preserve, Kuklinski 2019 for Agua Verde Properties (northeast)

0 Miles 1

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Mary Ann Cleveland Way
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Colossal Cave Rd
10
Wentworth Rd
Marsh Station Rd
10
Empirita Rd

PIMA COUNTY
Cienega Corridor
Management Plan 2021

FIGURE FM-2
Land Cover
in the Planning Area

- Cienega Corridor Planning Area
- Roads
- Trees/Shrubs
- Roads
- Irrigated Land
- Desert/Grassland/Scrub
- Barren/Bedrock

Data credits: Chesapeake Conservancy, Conservation Innovation Center, Pima Association of Governments, Pima County Regional Flood Control District, Babbitt Center for Land and Water Policy

0 Miles 1

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Native plant species are present throughout the Planning Area and in most cases constitute the majority of plant biomass, but there is a significant and widespread presence of non-native species in some areas. Invasive plants represent hazardous fuels in many of these areas. Hazardous fuels are those that, if burned in a wildfire, the resulting fire or subsequent effects would likely pose a significant threat to human safety, property, resources priorities, covered species, or their habitats.

Hazardous fuels may include:

1. Invasive plants that create continuous high fuel loads that could carry fire into or through areas of high value or concern (invasive grasses such as buffelgrass [*Cenchrus ciliaris*] and riparian invasive tress such as tamarisk [*Tamarisk* spp.]).
2. Invasive plants that easily carry fire from where it is burning on the ground into higher canopy layers of riparian vegetation (ladder fuels; tamarisk and potentially invasive grasses).
3. Invasive plant infestations that increase fire intensity and severity (tamarisk; invasive grasses).
4. Large and/or dense patches of standing dead vegetation (tamarisk affected by tamarisk beetles [*Diorhabda* spp.], declining mesquite [*Prosopis* spp.] bosques, dead/dying cottonwood [*Populus* fremontii] and willow [*Salix gooddingii*] trees).
5. High fuel loading from dead and down woody debris (commonly observed in mesquite bosques in some parts of the Planning Area; can occur in riparian woodlands).

Although hazardous fuels have not been methodically mapped, including the extent and location of all invasive plants, an accounting of where some species of concern pose threats to valued resources is provided in the section below on Fire Management Units. Additionally, data on where some invasive species occur may be found in the Incidental Observations Database for Stewardship Lands Management.

Fire Regimes of Corridor Plant Communities

When planning for fire and fuels management, it can be helpful to consider fire regimes that are associated with different native plant communities and the abiotic conditions that provide their habitat. In this section, fire regime descriptions from a subset of vegetation communities similar to what occur in the Planning Area are provided to help provide context (Table FM-1). The descriptions are derived from LANDFIRE's Biophysical Settings Models which were designed to represent vegetation communities and disturbance regimes across the landscape prior to Euro-American settlement. Collectively, they show how much fire regimes are likely to vary across the Planning Area. Fires are rare in some communities but are important for maintaining ecological conditions in others. Fire severity is presented in three categories: replacement (high severity; all or most available vegetation and other fuels are consumed, and thus new growth replaces pre-fire vegetation); surface (low severity fire burns fuels on or near the surface of the ground); and mixed (fire severity varies significantly across the area burned). Note that models may not reflect the exact conditions that occur in the Planning Area, and actual descriptions provide more detail about Biophysical Settings than what is provided here.

Table FM-1. Selected Fire Regime Information from LANDFIRE's Biophysical Settings Models

Model Name / Source / Code	Abbreviated Description	FRG	Severity	Avg FI	Min FI	Max FI	% of fires
Apacherian-Chihuahuan Mesquite Upland Scrub / 2510950	Vegetation is typically dominated by *Prosopis glandulosa* or *Prosopis velutina* and succulents; acacia may be co-dominate. Grasses in the understory.	II: 0-25 year frequency, replacement severity	Replacement	10			80
			Mixed				
			Surface	40			20
			All Fires	8			
Apacherian-Chihuahuan Semi-Desert Grassland and Steppe	Perennial grasses, herbs with shrubs as the upper life form. Perennial grass dominated with scattered shrubs. Perennial herbaceous cover values range 16-25%. Bare ground can make up 50% of the ground cover. Bare ground patch sizes should be small <0.5 meter in diameter.	III: 35-200 year frequency, low and mixed severity	Replacement				
			Mixed	80			100
			Surface				
			All Fires	80			
North American Warm Desert Riparian Systems – Rivers / 2511551	Perennial and somewhat intermittent warm desert drainages below 4000 feet in elevation. The vegetation is a mix of riparian woodlands, shrublands and grasslands.	I: 0-35 year frequency, low and mixed severity	Replacement	750	500	1000	3
			Mixed	23			97
			Surface				
			All Fires	22			
North American Warm Desert Riparian Systems – Stringers / 2511552	Narrow riparian systems in low elevation shrublands in canyons or washes with intermittent or subsurface water flow. Vegetation is a mix of riparian shrublands dotted with trees where water surfaces. Patches of grassland and forbs are present but not extensive.	V: >200 year fire return interval, any severity	Replacement	666	500	1000	99
			Mixed				
			Surface				
			All Fires	665			
Sonora-Mojave Creosotebush-White Bursage Desert Scrub / 2510870	Creosotebush (*Larrea tridentata*) dominates this scrub community. Creosotebush co-dominants include saltbush, white bursage, and ephedra. The herbaceous layer is typically sparse but may be seasonally abundant with ephemerals.	V: >200 year fire return interval, any severity	Replacement	588	300	1000	56
			Mixed	769	300	1000	43
			Surface				
			All Fires	333			
Sonoran Paloverde-Mixed Cacti Desert Scrub / 2511090	Dominant overstory plants include saguaro, palo verde, barrel cactus and ocotillo. Velvet mesquite, catclaw acacia and ironwood sometimes are co-dominant species.	V: >200 year fire return interval, any severity	Replacement	1000	50	1E+04	98
			Mixed				
			Surface				
			All Fires	998			

Source: LANDFIRE's Biophysical Settings Models (https://www.landfire.gov/vegetation.php).

FRG = Fire Regime Group; FI = Fire interval; Avg = Average; Min = Minimum; Max = Maximum

Management Tools

Managing fire and fuels is increasingly more difficult and important with increasing drought and the spread of invasive plants. Furthermore, the expanding extents of residential and urban footprints increase the potential threat of unplanned anthropogenic ignitions while also increasing the complexity of efforts required to ensure public safety and protect structures. There are several fuel and fire management tools available for the County to use to achieve management goals, objectives, and desired future conditions. They are:

1. Fire suppression
2. Vegetation treatments (manual, chemical, mechanical, and cultural methods)
3. Fire break establishment and enhancement
4. Education and public awareness
5. Rules and restrictions
6. Interdepartmental communication
7. Stakeholder communication
8. Assessment and monitoring
9. Collaboration with other agencies and organizations
10. Targeted livestock grazing (authorized if a prescribed grazing treatment plan is developed and approved)
11. Prescribed fire (not currently authorized for use in the Planning Area)
12. Managed wildfire (not currently authorized for use in the Planning Area)

Fire Management

Fires in the Planning Area will be managed using full suppression tactics implemented by qualified fire personnel at responding agencies. This may involve the use of fire retardants, which can kill aquatic wildlife. To address this risk, fire retardant avoidance areas have been delineated to create a 100-meter (300-foot) buffer around springs, and intermittent and perennial streams. Fire breaks, which may include those created proactively in anticipation of a wildfire and those created by firefighters during a wildfire event, can create valuable opportunities for effective and efficient suppression.

Fuels Management

The behavior of an active wildfire at any point in time and space is determined by weather, topography, and fuels. The factor most easily manipulated by managers is fuels, which consist of both live and dead biomass. The most obvious tool for managing fuels is vegetation treatments that are designed to promote fire behavior that will not significantly harm resource priorities. Manual and mechanical methods can be used to reduce hazardous fuel loading, continuity, and the dominance of invasive species known to alter fire regimes (see Webb 2020 and Webb et al. 2019 for information on invasive plants of concern). Chemical methods involve using herbicide to kill invasive plants, which can limit their spread and reduce their numbers. Note that the use of herbicide does not immediately result in the reduction of fuel loads and may result in standing dead vegetation until it decomposes or is moved by wind or water. Cultural methods include planting desirable species to encourage native vegetation communities. Targeted livestock grazing can be used to reduce fine and medium fuel loads. Fuel breaks, which are strategically

placed linear features where fuels are reduced to slow the spread of a fire and reduce fire intensity, are another important fuel and fire management tool that can be used proactively in anticipation of a fire, or by firefighters during an active wildfire. Vegetation treatments and fuel breaks may be especially useful near areas where the likelihood of ignitions is high.

Two tools discussed here have not yet been approved for use in the Planning Area, but potentially could be if authorized in future plans: prescribed fire and managed wildfire. A prescribed fire involves igniting a fire under specific fuel and weather conditions to meet management objectives in a given area. A managed wildfire is when a wildfire ignites under previously specified fuel and weather conditions in an area where it could benefit vegetation, and is allowed to burn for a while rather than be immediately suppressed. Both require significant planning and execution by qualified fire professionals. Fire alters soil chemistry, vegetation structure, and plant life in unique ways that cannot be replicated with any other management tool. Because fire is a natural ecological process and ultimately inevitable, the ability to put it on the landscape at a time and place of our choosing is potentially very powerful for promoting public safety as well as healthy, diverse ecological communities.

There are additional fuels management tools that do not involve directly altering fuels on-the-ground, but rather encourage people to be mindful of their own individual impact on the landscape and change their behavior accordingly. These includes education efforts that raise awareness of invasive species and how they can spread on hiking boots and escape cultivation from landscaped yards. Stakeholder communication with neighbors, caretakers, and holders of conservation easements can be used to promote firewise actions on private lands (see resources section below). Interdepartmental communication is important for ensuring that fuel treatments and invasive plant monitoring and treatments are well-coordinated to achieve maximum results.

Fires and fuels don't observe jurisdictional boundaries, which highlights the importance of working with other agencies and organizations to coordinate management. This includes strategizing invasive plant treatments on a larger scale with others partnering under the Sonoran Desert Cooperative Weed Management Area, and working with Coronado National Forest and Saguaro National Park to address invasive plants as well as the potential for large fires. This includes participating in and commenting on FireScape projects in collaboration with Coronado National Forest.

Assessment and monitoring are important tools of evaluation that can inform management by helping prioritize where limited resources should be directed. Assessing hazardous fuels is useful for determining where the creation and maintenance of fire breaks is most important, as well as for determining which areas are most in need of fuel treatments. Monitoring post-fire effects can help managers anticipate and address threats to priority resources, and improve our understanding of how vegetation responds to fire under the site-specific conditions that occur in the Planning Area. Additionally, post-fire evaluations can be used to determine the effectiveness of fuel treatments and fire breaks.

Management of Ignition Risk

Where hot, dry conditions overlap with fuels, a spark or carelessly tossed cigarette is all that is needed to start a wildfire. Therefore, ignitions management is an important component of

managing the overall risk of unplanned wildfires. Generally, ignition risk increases with closer proximity to human activity, such as areas with high visitation, campgrounds, and near residences and businesses. Higher ignition risks are also associated with infrastructure including railroads, roads, and power lines. Lastly, lightning is also a source of ignitions.

While fuels management can help alleviate the threat of wildfire associated with infrastructure ignitions and lightning, those that are generated by individuals require using tools that promote responsible behavior. The assessment and monitoring of how and where fires start, over time, will reveal geographic and human behavioral patterns of ignitions that lead to wildfires, and therefore improve the ability of managers to anticipate and proactively manage ignition risks and fuels.

Rules and restrictions are an important component of ignitions management. Although prohibited campfires occur in the Preserve, it is very likely that this rule has resulted in fewer campfires that would be built otherwise, and thus may have already prevented wildfires. Campfires should also be prohibited at campgrounds in the Planning Area during periods of high, very high, or extreme fire danger. Existing Park Rules and County statutes prohibit ignition of fireworks and discharge of firearms. Enforcement of current rules can also manage some ignition risks, such as off-highway vehicle use.

Education and public awareness is an important tool for helping visitors understand that there is a fire risk, and that they are responsible for doing their part to protect public safety and the resources they are there to enjoy. Messages to this affect can be crafted for signage, brochures, and online content. County staff can also deliver these messages in-person when they observe visitors engaging in high risk behaviors, such as smoking or using camping stoves in a careless manner. Furthermore, County staff themselves should be mindful of the risk of an ignition resulting from parking a vehicle over grass in dry conditions and any other activity that could result in an ignition.

Fire Management Units

On September 2, 2020, OSC convened a meeting of County staff from the District, NRPR, and OSC to discuss highly valued resources at risk of damage from wildfire and suppression activity, hazardous fuels, and ignition risks throughout the Planning Area. Input from this and other discussions was incorporated into the delineation of 15 Fire Management Units (FMUs) (Figure FM-3). Existing linear features that can be enhanced and maintained as fire breaks are shown in Figure FM-4, including access points and access routes. The corresponding list of access route details is included in Attachment 1. Table FM-2 supplements Figure FM-4 by providing additional information on existing linear features that could be managed as fire breaks. Names of the potential fire breaks are provided in Table FM-2 along with descriptions of the features. Several of the features would require enhancement to effectively serve as a fire break. The management actions needed to enhance each feature are provided. They include vegetation trimming/cutting and blading/ground disturbance. A feature may require one, both, or neither of these management actions, as indicated below.

Throughout the Planning Area, there are linear features on the landscape that are areas of high fire ignition risk but may also serve as fire breaks, these include roads, power lines, UPRR, and to a lesser extent, trails. Existing and proposed fire breaks are shown on Figure FM-4.

Table FM-2. Information on Existing Linear Features that Could be Managed as Fire Breaks

Name	Description	Vegetation Trimming/Cutting	Blading/Ground Disturbance
FB1	Old road	Yes	Maybe
FB2	Jungle crossing and extension along old road	Yes	No
FB3	Old pipeline road	No	Yes
FB4	Pipeline access road	Yes	No
FB5	Pipeline access road	Yes	No
FB6	Bar V Ranch road	Yes	No
FB7	Bar V Ranch road	Yes	No
FB8	La Sevilla road	Yes	No
FB9	Historic ranch road	Yes	Yes
FB10	Well maintenance road	Yes	No
FB11	Old Daly access road	Yes	Yes
FB12	Pipeline road	Yes	No
FB13	O' Leary well access road	Yes	Yes
FB14	Empirita Ranch road	Yes	Yes
FB15	Agua Verde Middle road	Yes	No
FB16	Agua Verde S road (Marsh Station Road)	No	No
FB17	Agua Verde channel 1	No	No
FB18	Agua Verde channel 2	No	No
FB19	Agua Verde NE road (Red Hill Ranch Road)	No	No
FB20	Agua Verde NE drainage	No	No
FB21	Access road along Cienega Creek	Yes	No

Mary Ann Cleveland Way
Pantano Wash
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
Colossal Cave Rd
10
Wentworth Rd
83
Marsh Station Rd
Mescal Arroyo
Cienega Creek
Empirita Rd
Davidson Canyon Wash
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
15

PIMA COUNTY
Cienega Corridor
Management Plan 2021

FIGURE FM-3
Fire Management Units
in the Planning Area

Cienega Corridor Planning Area
Washes/Creeks
Roads
2 Fire Management Units

0 Miles 1

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Mary Ann Cleveland Way
Pantano Wash
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
FB8
FB10
FB11
FB9
FB17
FB15
FB19
FB20
Agua Verde Creek
FB18
FB16
10
Colossal Cave Rd
FB3
Marsh Station Rd
FB1
FB4
Wentworth Rd
FB5
83
FB2
Mescal Arroyo
FB12
FB14
FB13
Cienega Creek
10
Empirita Rd
FB21
Davidson Canyon Wash

PIMA COUNTY
Cienega Corridor
Management Plan 2021

FIGURE FM-4
Existing Features Proposed to be Managed as Fire Breaks

Cienega Corridor Planning Area

Proposed Fire Breaks

Active Property Access Roads

Closed Roads, Active Trails, and Washes

Washes/Creeks

Roads

0 Miles 1

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Individual FMUs are intended to provide a framework for fuels management planning and prioritization. Each FMU is discussed below and descriptions provide a general assessment of conditions within FMUs; site-specific conditions, which influence fire behavior and effects, vary across FMUs.

With input from County staff, each FMU has been ranked as high, medium, or low priority for protection from wildfire and suppression activities in the event of wildfire, or are indicated as special designation areas (Figure FM-5). Special designation areas are conservation easements where the County does not have the ability to authorize management actions, but they are included in the figure to show how they fit into the Planning Area. The figure also shows access points that can be used by emergency responders. A 100-meter (300-foot) buffer around springs and streams (perennial and intermittent stretches) is included to indicate fire retardant avoidance areas.

FMU 1: West End (Preserve)

The West End of the Preserve terminates in the town of Vail with residences to the north, south, and west. Invasive grasses contribute greatly to fuel loads in this FMU. Many nearby residences are buffered from wildfire spread from the Preserve by topography, but there are some exceptions. Buffelgrass (*Pennisetum ciliare*) moves into the preserve from the bridge at Colossal Cave Road and is prevalent. Johnsongrass (*Sorghum halepense*) and stinkgrass (*Eragrostis cilianensis*) are widespread on terraces along the creek.

Ignition risk is high. Sparks could ignite from Colossal Cave Road and Preserve visitation. People recreate near the dam and illegal OHV use is very common. The West End is a major access point for OHV use that can extend for miles eastward in the creek. The West End is a high priority for protection during wildfire and suppression due to the presence of hazardous fuels, high ignition risk, and residences adjacent to the Preserve. There is a fire retardant avoidance zone along the creek.

Management actions include treating invasive grasses, as is feasible, where they may carry fire from the Preserve into developed areas (or vice versa). Public education and stakeholder communication can be used to encourage firewise actions on private land.

FMU 2: Pantano Dam (Preserve)

FMU 2 encompasses a perennial stream reach with pools and flowing water that harbor MSCP covered fish and frog species. There are residences to the north and east, including an area potentially vulnerable to fire spread east-southeast of Pantano Dam.

Mesic vegetation along Cienega Creek is the primary fuel source, although invasive grasses are a potential issue in some upland areas and would be most concerning where they provide continuous fuels between the Preserve and residences. A spark could be generated by the power lines, however, vegetation clearing in the right-of-way might also serve as a fire break.

Old Spanish Tr
Camino Loma Alta
Mary Ann Cleveland Way
Pantano Wash
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
10
Colossal Cave Rd
Marsh Station Rd
Wentworth Rd
83
Mescal Arroyo
Cienega Creek
Empirita Rd
Davidson Canyon Wash
10

FIGURE FM-5
Fire Management Unit Priority Rankings

PIMA COUNTY
Cienega Corridor Management Plan 2021

- Cienega Corridor Planning Area
- Washes/Creeks
- Roads
- Fire Retardant Avoidance Zone

FMU Priority Ranking

- High
- Med
- Low
- Special

0 Miles 1

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FMU 2 is a high priority for protection from wildfire and suppression activity due to close proximity to residences, vulnerable aquatic species, and ingress of invasive grasses from FMU 1. There is a fire retardant avoidance zone along the creek.

FMU 3: South of Railroad Tracks (Preserve)

FMU 3 is an area that is not heavily vegetated, adjacent to residences, or associated with highly valued resources. Vegetation is creosote-dominated shrublands. This FMU is separated from the rest of the Preserve by the UPRR. For these reasons, it is a low priority area for protection from wildfire and suppression activities.

Management actions in this FMU may include enhancing and maintaining a fire break along an existing pipeline access road that crosses both FMU 3 and 4 (see Figure FM-4).

FMU 4: Agua Verde Confluence South (Preserve)

This FMU covers an intermittent stretch of Cienega Creek and lowest part of Agua Verde Creek where it is wider than the more confined creek bed further upstream. Mesquite bosques surround most of the confluence. Moving upstream from here along Cienega Creek, mesquite remains the dominate upper canopy species interspersed in large swaths of invasive grasses, primarily Johnsongrass (*Sorghum halepense*). The mesquite bosques in the southern part of this FMU contain a lot of standing dead biomass.

Due to the presence of invasive grasses, this area is a medium priority for protection from wildfire and suppression. There is a fire retardant avoidance zone along Cienega and Agua Verde Creeks.

Management actions in this FMU may include enhancing and maintaining a fire break along an existing pipeline access road that crosses both FMU 4 and 3 (see Figure FM-4).

FMU 5: Three Bridges (Preserve)

Three Bridges is an area of high visitation. The near-perennial water in this area provides habitat for MSCP covered fish and frogs, and supports wildlife in general, including threatened yellow-billed cuckoos. There are highly valued cultural resources in this area, including a diversity of visitor experiences.

Major visitor hubs are the Gabe Zimmerman/Davidson Canyon Trailhead and the parking area a short distance down Marsh Station Road near the UPRR, also known as the train observation area. The remains of campfires, which are prohibited, are commonly observed in this FMU along Cienega Creek. A campfire was the likely ignition source of the Marsh Fire that burned almost 9 acres within a bend of the creek, east of the confluence and south of the creek.

Uplands in this area are shrub-dominated. Deciduous trees, including cottonwood and Goodding's willow (*Salix gooddingii*), occur along Cienega Creek and at the Davidson Canyon Confluence. Buffelgrass is introduced into the preserve along I-10. There are no dense stands because plants have been removed by the County in the past. Buffelgrass seeds can move down-canyon,

presumably by water during rain events, and this is a known vector for the encroachment of this species into the Preserve.

This FMU is a high priority for protection from wildfire and suppression because of high visitor use, ignition risk, and value of natural and cultural resources. There is a fire retardant avoidance zone along the creek and the Davidson Canyon tributary.

Management actions include documenting and treating swiftly any buffelgrass that is detected in this area.

FMU 6: Davidson Canyon

The terraces above Davidson Canyon are a mix of mesquite, and both native and non-native grasses. There is a lot of Lehmann's lovegrass in places, and tumbleweeds (*Salsola* sp) from past disturbance. These terraces were once mechanically cleared in the past for livestock pastures. The mesquite is younger in this area with little dead and down debris or standing dead trees. I-10 provides an entry point for buffelgrass into the Preserve, with seeds moving down-canyon with rain events, and resulting in spread into new areas.

This area is a medium priority for protection during wildfire and suppression, but it is a high priority for monitoring and treatment of buffelgrass. There is a fire retardant avoidance zone along the Davidson Canyon tributary and surrounding two springs in the south. Management actions include assessment and monitoring of hazardous fuels, and treatments as needed to prevent spread into the Preserve and on downstream through the confluence and into the western portion of the Preserve. Buffelgrass and Lehmann's lovegrass thrive and spread in response to fire.

Additional management actions involve enhancing and maintaining two fire breaks along existing roads within the Planning Area, with an option of the addition of one or two more just south of the Planning Area on Bar V Ranch (see Figure FM-4), described in more detail in the following paragraph in order from north to south. All of these would require some clearing of vegetation, particularly nearer and within the canyon where there is more vegetation. Continuity of fuels is less of an issue higher up on the upper terraces.

The first fire break is along the pipeline access road north of I-10. Although the pipeline company sometimes clears vegetation along the pipeline, it may not be done with the frequency needed to maintain it as a fire break. The same thing applies along the second fire break, which is also along a pipeline south of I-10. The last two fire breaks are along existing roads that could be monitored and maintained as fire breaks. Although they are outside of the Planning Area, they are on County-managed grazing leases (Arizona State Land Department) and could potentially benefit the Planning Area.

FMU 7: Horseshoe Bend Perennial Reach (Preserve)

This FMU includes the longest and most reliable perennial streamflow in all of the Planning Area at this time. As such, it is critical to the persistence of MSCP covered fish, frog, and snake species, as well as wildlife in general. In dry years, when wildlife rely on this water the most, it will be the most vulnerable to wildfire. During hot and dry conditions, the ability of mesic vegetation to buffer

fire spread and intensity will diminish with lowering fuel moistures. Wildfires occurring upslope or upstream, depending on size and local conditions, could lead to ash and sediment inputs into the creek during subsequent rains, degrading water quality.

Shrubs and scrub dominate the uplands. Mesquite bosques occur on lower terraces. Along the perennial reach, herbaceous wetland vegetation occurs along with deciduous riparian trees and shrubs. Cottonwood, velvet ash (*Fraxinus velutina*), and Goodding's willow are common along most of this stretch of the creek. Tamarisk occurs in this unit, particularly on the upstream half. If and when tamarisk beetles arrive at the creek, tamarisk patches could become standing dead fuels. Both live and dead tamarisk are a highly flammable ladder fuel that increases fire severity. Some mesquite bosques contain high fuel loading from dead and downed woody debris.

Extreme erosion in the area threatens cultural resources. The loss of these sites would likely be expedited if the area were to burn.

This FMU is a high priority for protection from wildfire and suppression due to the presence and vulnerability of natural and cultural values. There is a fire retardant avoidance zone along the creek. There has been some fuels reduction work in this unit.

Management actions are to assess, monitor, and treat hazardous fuels as feasible. Areas upslope and upstream of perennial water are especially high priority due to potential impacts from post-fire runoff.

FMU 8: North of Railroad Tracks (Preserve)

Vegetation is sparse in this area and unlikely to carry a fire. It is a low priority area for protection and fuels management.

Management actions include enhancing and maintaining a historic road as a fire break that crosses FMU 8 and continues in FMU 9.

FMU 9: Tilted Beds (Preserve)

Residents live to the northeast between the Preserve and Marsh Station Road; the railroad provides a fire break between the residents and the Preserve. Shrubs dominate the uplands which give way to mesquite associations in the floodplain, including areas of mesquite mixed with deciduous riparian trees. Cottonwood and willow are common along most of this stretch of the creek. Other valued vegetation communities include mesquite bosques and a restored sacaton (*Sporobolus* sp) flat. The presence of tamarisk (*Tamarix* sp.) is substantial but this species is not yet numerous enough to be a dominant species overall. A fire in this area could benefit tamarisk, creating a positive feedback cycle for tamarisk expansion. If and when tamarisk beetles arrive at the creek, tamarisk patches could become standing dead fuels. Both live and dead tamarisk are a highly flammable ladder fuel that increases fire severity.

This FMU is a high priority for wildfire and suppression protection due to the close proximity of residents, and valued wildlife, vegetation types, and cultural resources. There is a fire retardant avoidance zone along the creek.

Management actions include enhancing and maintaining two access roads as fire breaks (see Figure FM-4). The westernmost road is an old historic road that crosses the railroad from the north through FMU 8, through an area in FMU 9 where there are some corrals, and to the creek channel. Blading with a tractor may not be possible due to archeological resources in the area, but vegetation could be removed. It may be hard to find the old road in some places, the fire break as delineated on the map is approximate but should be refined based on on-the-ground observations. This fire break would improve access to the area as well, which is the site of a monitoring well and has been used in the past to remove cattle from the Preserve. The easternmost road to be used as a fire break has sections that are currently overgrown. This fire break would extend beyond FMU 9, cross state land, and include a small portion of FMU 10. Blading of the road is not required, just removal of brush and other vegetation. This would have the added benefit of improving access to the area south of Cienega Creek.

FMU 10: I-10 and South (Preserve)

The vegetation in FMU 10 consists mainly of grasses and mesquite. There is a unique vegetation community in this FMU (mesquite savanna), it is the only place in the Planning Area where it is known to occur and is found on the northeast side of the creek. Grasses and mesquites are fire-adapted and vegetation recovery is not a concern. A fire in this FMU could potentially result in a shift toward a more grass-dominated community with less mesquite. There are areas of standing dead mesquite and ladder fuels that would likely fuel elevated fire intensity and severity. Fine fuels include Lehmann's lovegrass (*Eragrostis lehamnniana*) and London rocket (*Sisymbrium irio*).

This FMU is a medium priority for wildfire and suppression protection due to cultural values at risk, the presence of some hazardous fuels, and the ignition risk posed by I-10 traffic. I-10 is also a fire break. There is a fire retardant avoidance zone along the creek.

Management actions include enhancing and maintaining existing roads as fire breaks by clearing some vegetation. One of these roads extends from FMU 9 to the north and into FMU 10. Another section in the north follows along the existing pipeline road.

FMU 11: Headquarters Tract

Ranchers operate from the historic ranch structures in the southern part of the property, and there is an unoccupied historic building in the north. This property is a grazed area with fairly sparse vegetation overall and around the headquarter buildings. There are grassland and creosote areas in the north. Lehmann's lovegrass is in the area. A fallowed agricultural field in the northern half of the property has been overcome with invasive plants, and at times it would likely spread fire easily should an ignition occur. Likelihood of ignitions will increase if public access and visitation increase. The property is easily accessible although there is a locked gate in the area immediately surrounding the main headquarters area.

This FMU is a low priority area for wildfire and suppression protection due to low fuel loads and easy access to the property. The railroad and Cienega Creek could serve as fire breaks. There is a fire retardant avoidance zone along the creek.

Management actions for this FMU include talking with the ranch caretakers about their current practices for minimizing fire risks and documenting those, as well as offering helpful information.

FMU 12: Lower Agua Verde (Preserve)

This FMU receives some visitation, primarily in the form of hikers traveling along the creek from Colossal Cave Mountain Park trailheads. In the lower Agua Verde, uplands are scrub with areas of little vegetation, and fires are likely to be limited to mesic riparian vegetation. This FMU is a medium priority for protection from wildfire and suppression due to visitation and cultural resources. There is a fire retardant avoidance zone along Cienega and Agua Verde Creeks.

Possible management actions include enhancing and maintaining the existing road as a fire break that extends from FMU 13 into the northern portion of FMU 12.

FMU 13: Colossal Cave Mountain Park

This FMU is a complex area with many potential values at risk, including the cave concessionaire, campgrounds along Posta Quemada Creek, Posta Quemada Ranch, and historic structures. There are residents to the north on the Wendt property and in the Maierhauser property that is embedded in this FMU. Rancho del Cielo, where there are historic stone structures with bats in them, is located upstream of Posta Quemada Canyon and to the east adjacent to Colossal Cave Mountain Park. Overall, there is high visitation in this area, including recreationists traversing County lands on the Arizona Trail. Natural resources of value include the Posta Quemada riparian corridor and Sonoran Desert upland vegetation that does not respond well to fire.

The uplands in this FMU are Sonoran Desert scrub. In terms of fuel loading, the bigger concern is riparian vegetation along Posta Quemada Creek. Human traffic associated with trails, roads, and campgrounds creates an elevated risk of ignitions.

The Colossal Cave Mountain Park FMU is a high priority for protection from wildfire and suppression due to high visitation and natural and cultural resources at risk, including those on adjacent lands. There is a fire retardant avoidance zone along Agua Verde Creek.

Management actions include to enhance and maintain as fire breaks the northern part of the Arizona Trail on County land and sections of three old roads (see Figure FM-4), the easternmost of which is currently being managed as a trail. Maintaining the southernmost fire break, which crosses into FMU 12, will have the additional benefit of providing fire management access to the lower Agua Verde. Each of these will involve some vegetation removal. Campfires can be prohibited in campgrounds during periods of high, very high, and extreme fire danger. The County will work with the lessee to establish and document escape routes for campers in case of a wildfire.

FMU 14: Mumford and Wendt Conservation Easements

Pima County does not have the authority to manage these conservation easements, so they are not prioritized like the other FMUs. Because of this, they are included on the map as “special designation” areas. Pima County will communicate with the residents living on the easements

about fire danger during annual easement monitoring. Checking in with them about what their current practices are, and documenting those, will become part of the fire preparedness planning process.

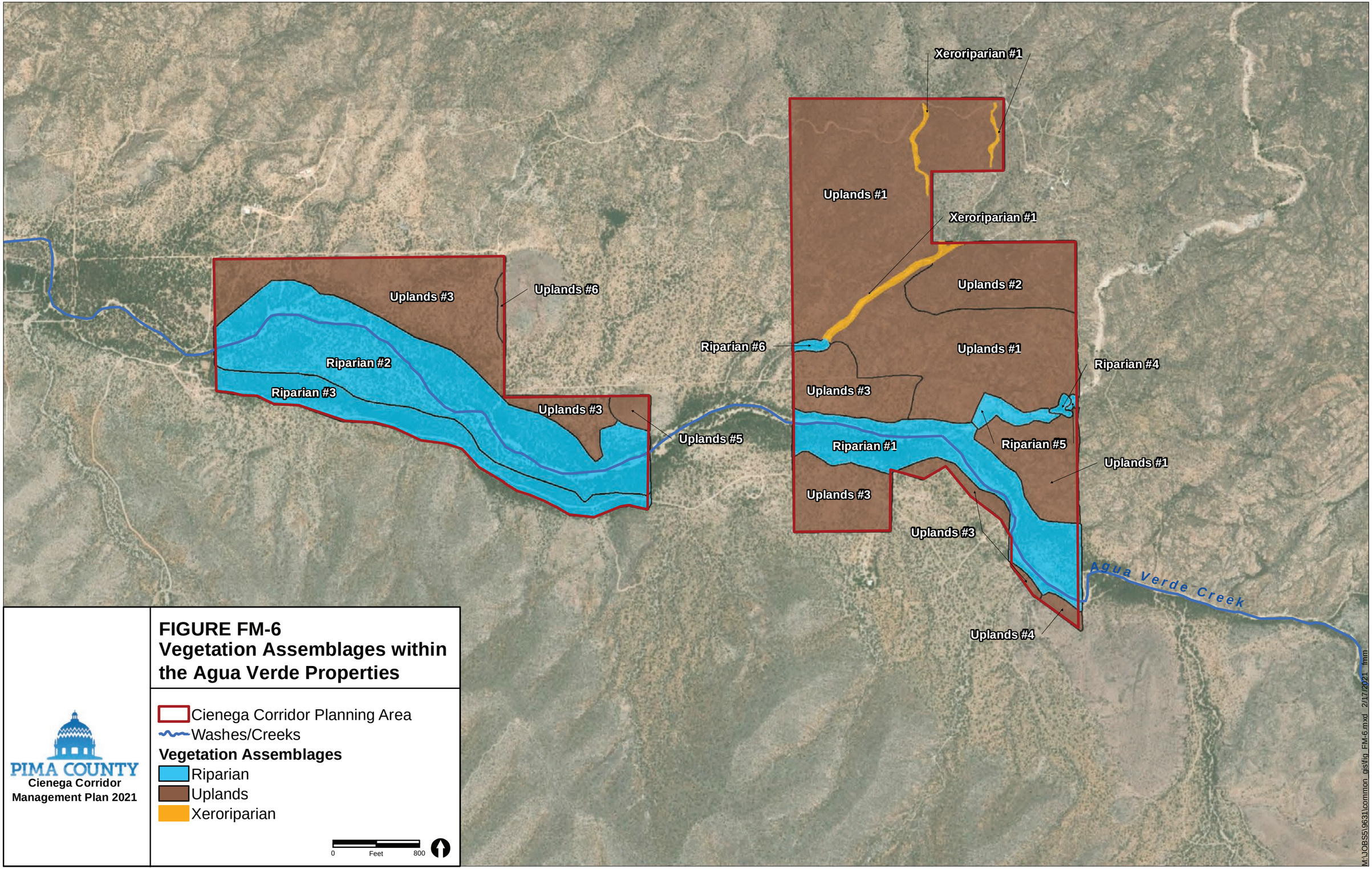
FMU 15: Agua Verde East

There are several residences on small, isolated parcels on lands adjacent to this FMU. Land cover for the Agua Verde Creek East parcels are shown in Figure FM-2. Comprehensive descriptions for each assemblage can be found in the *Agua Verde Creek Vegetative Community Survey Report* (Kuklinski 2019). There is a unique oak-riparian vegetation community in riparian area 4 and patches of sacaton in riparian 3, and some in riparian 1 and 2, as shown in Figure FM-6. Talussnail observations have been made in riparian area 5. Intangible cultural resources are found in this FMU.

There has been a lot of adverse grazing on the properties within this FMU, which has kept fire fuels down, though there is considerable fuel loading in the mesquite bosques. Invasive grasses are present but not extensive, including fountain grass (*Pennisetum setaceum*) in riparian area 1. Lehmann's lovegrass is also present. Uplands are a mix of shrubland and savanna grassland. Although access roads in this FMU are in decent condition, they are time-consuming to travel on and access is behind a locked gate.

The Agua Verde East FMU is a high priority for protection from wildfire and suppression because there are residences scattered around the properties and the response time for emergency personnel to reach the area is high. There is a fire retardant avoidance zone along Agua Verde Creek. The main channel of the Agua Verde is wide, and tributary washes to Agua Verde are rocky, all of which may provide natural fire breaks. Access roads may also be maintained as fire breaks.

Management actions may involve outreach to neighboring residences to offer information on managing fire risk.


Xeroriparian #1
Uplands #1
Xeroriparian #1
Uplands #6
Uplands #3
Uplands #2
Riparian #6
Riparian #2
Uplands #1
Riparian #4
Riparian #3
Uplands #3
Uplands #3
Uplands #5
Riparian #1
Riparian #5
Uplands #1
Uplands #3
Uplands #3
Agua Verde Creek
Uplands #4
FIGURE FM-6
Vegetation Assemblages within the Agua Verde Properties
Cienega Corridor Planning Area
Washes/Creeks
Vegetation Assemblages
Riparian
Uplands
Xeroriparian
0
Feet
800
PIMA COUNTY
Cienega Corridor Management Plan 2021
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Helpful Resources

- Living with Wildfire: Homeowners' Firewise Guide for Arizona https://dffm.az.gov/sites/default/files/media/LivingWithWildfire_HomeownersFirewiseGuideForArizona_June2016.pdf
- Arizona Department of Forestry and Fire Management https://dffm.az.gov/fire
- National Fire Protection Association https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire
- Coronado National Forest (for tracking Firescape projects) https://www.fs.usda.gov/projects/coronado/landmanagement/projects
- Pima County Community Wildfire Protection Plan https://webcms.pima.gov/government/office_of_emergency_management_homeland_security/

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Attachment 1: Access Route Numbers and Details

Access route numbers and details are described below and shown in Figure FM-7.

- A1: Colossal Cave Road Bridge southeast quad gate. This access point leads to the dam near A3. The large field and dirt parking area can be used as a staging area. **Hazards include:** A narrow road primarily for four-wheel drive vehicles, small washes, and sand in Cienega Creek.

- A2: Tunnel access 1.9 miles east of Vail on the north UPRR track right-of-way (ROW). Hose and firefighters only. **Hazards include:** Steep grades, loose sand, and narrow road, the wash is cabled to block vehicle access.

- A3: Tunnel access 2.4 miles east of Vail on the north UPRR track ROW into the dam area. Hose and firefighters only, small 20-foot x 40-foot staging area and vehicle turn around. **Hazards include:** UPRR easement, steep grades and narrow road.

- A4: Tunnel access 2.9 miles east of Vail on the north UPRR track ROW into the Agua Verde confluence area. Hose and firefighters only, small 30-foot x 50-foot staging area and no access for vehicles larger than type 4 engines. **Hazards include:** Steep grades and narrow road. Steep grade for personnel to access the tunnel. Access is cabled in the wash, forced entry might be necessary. Near UPRR Mile Post 10068.

- A5: Four-wheel drive vehicle access 1.3 miles west of the Three Bridges area, and 3.5 miles east of Vail on the north UPRR track ROW onto the gas line road (road currently closed, forced entry needed). Upper staging area and vehicle turn around. Staging area has a small area for a landing zone. Access to southern UPRR tracks. GPS coordinate UTM 12S N3543220 east 0532000 (WGS 84). **Hazards include:** Steep grades and narrow road. There is no longer a UPRR crossing and the road is cabled, however forcible entry can be made. UPRR would need to be warned of fire operations at this point.

- A6: Tunnel access 0.9 miles west of the Three Bridges area, and 4.1 miles east of Vail on the north UPRR track access to mesquite grove west of the Three Bridges area. Hose and firefighters only, small staging area and no vehicles larger than type 4 engines. **Hazards include:** Steep grades, narrow road, and very sticky clay when wet!

- A7: Firefighter access only 4.8 miles east of Vail at the Three Bridges staging area and vehicle turn around. Also, landing zone available. Access the Cienega Creek from the UPRR track easement to the west. GPS coordinate UTM 12S N3542631 east 0533375 (NAD 83). **Hazards include:** Steep grades and narrow road to the west of the bridges. Steep grade for personnel to access the creek bottom and limited visibility in the mesquite groves.

FIGURE FM-7
Fire Access Points and Access Routes in the Planning Area and Vicinity

PIMA COUNTY
Cienega Corridor Management Plan 2021

- Cienega Corridor Planning Area
- Washes/Creeks
- Roads
- Fire Access Points
- Fire Access Routes

0 Miles 1

Mary Ann Cleveland Way
Pantano Wash
Camino Loma Alta
Old Spanish Tr
Pistol Hill Rd
Colossal Cave Rd
Posta Quemada Canyon Wash
Agua Verde Creek
Marsh Station Rd
Wentworth Rd
Davidson Canyon Wash
Mescal Arroyo
Cienega Creek
Empirita Rd
10
83

A1 A2 A3 A4 A5 A6 A7 A8a A8b A9 A10 A11 A12 A13 A14 A15 A16 A17 A18 A19 A20 A21 A22 A23 A24 A25 A26 A27 A28 A29 A30 A31 A32 A33 A34 A35 A36 A37 A38 A39 A40 A41 A42a A42b

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- A8a –A8b: Full access for vehicles and crews. Access is 0.7 mile east of the Three Bridges area of Marsh Station Road. Across from the Zoo Stage Road mailboxes (landing zone available). **Hazards include:** Sticky clay when wet and UPRR crossing.

- A9: Full access for vehicles and crews, 1.6 miles east of the Three Bridges area. Access off of Marsh Station Road (landing zone available). **Hazards include:** sticky clay when wet. There is no UPRR crossing.

- A10: Limited access with no turn around for vehicles larger than type 4 engines. Access to the south of the clay pit pond along the southern UPRR tracks. **Hazards include:** mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, sink holes/soil piping caves, marsh thickets, and trains. ***This area has the highest fire fighting priority from March 1st through October 31st.***

- A11: Tunnel access east of the clay pit staging area and landing zone. Hose and firefighters only, small staging area for vehicles. **Hazards include:** mesquite bosque with limited visibility of fire, tall trees, heavy fuel loads, steep banks, sink holes/soil piping caves, marsh thickets, and trains. ***This area has the highest fire fighting priority from March 1st through October 31st.***

- A12: Limited access with no turn around for vehicles larger than type 4 engines. Access to the east of the clay pit pond along the southern UPRR tracks. Firefighters and hose access only. **Hazards include:** mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, sink holes/soil piping caves, marsh thickets, and trains. ***This area has the highest fire fighting priority from March 1st through October 31st.***

- A13: Limited access with no turn around for vehicles larger than type 4 engines. Access to the east of the clay pit pond along the southern UPRR tracks. Firefighters and hose access only. **Hazards include:** sticky clay when wet, mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, sink holes/soil piping caves, marsh thickets, and trains. ***This area has the highest fire fighting priority from March 1st through October 31st.***

- A14: Limited access with no turn around for vehicles larger than type 4 engines. Access to the east of the clay pit pond along the southern UPRR tracks. Firefighters only. **Hazards include:** sticky clay when wet, mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, sink holes/soil piping caves, and trains. ***This area has the highest fire fighting priority from March 1st through October 31st.***

- A15: Limited access with no turn around for vehicles larger than type 4 engines. Access from A16 west along the southern UPRR tracks. Firefighters and hose access only. **Hazards include:** sticky clay when wet, mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, sink holes/soil piping caves, and trains.

- A16: Full access for vehicles larger than type 4 engines, but turn arounds are limited. Hand crews have good access. Access is 3.1 miles east of the Three Bridges area. Access off of Marsh Station Road. Four-wheel drive vehicles may drive over UPRR tracks to access

the preserve gate, which goes to the corals. Access to A14 and A15. (landing zone available at the clay pit). **Hazards include:** sticky clay when wet, mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, sink holes/soil piping caves, cholla cactus, overgrown road and UPRR would need to be warned of fire operations.

- A17: Access from A16 east along the southern UPRR tracks. Limited access with no turn around for vehicles larger than type 4 engines. Hose access tunnel just east of A16. **Hazards include:** mesquite bosque with limited visibility of fire, tall trees and heavy fuel loads, steep banks, and rock ledges.

- A18: Access from A16 west along the southern UPRR tracks. Limited access with limited turn around for vehicles larger than type 4 engines. Firefighters and hose access only. **Hazards include:** steep grade and deep sand.

- A19: Access from A16 east or Pantano west along the southern UPRR tracks. Firefighters and hose access only. **Hazards include:** steep grade and deep sand, with limited turn around for vehicles larger than type 4 engines.

- A20: Access from Pantano west or A16 east along the southern UPRR tracks. Limited access with limited turn around for vehicles larger than type 4 engines. Firefighters and hose access only. 40 foot by 40 foot staging area. **Hazards include:** steep grade and deep sand if coming from the west.

- A21: Access from A23 Pantano Townsite west 0.8 miles, or A16 east along the southern UPRR tracks. Limited access with limited turn around for vehicles larger than type 4 engines. Firefighter access only. Small staging area along the UPRR tracks. **Hazards include:** steep grade and deep sand if coming from the west.

- A22: Access from Pantano west 0.4 miles, or A16 east along the southern UPRR tracks. Limited turn around for vehicles larger than type 4 engines. Firefighters and hose access only. **Hazards include:** steep grade and deep sand if coming from A16.

- A23: Pantano access point off of 19500 East Marsh Station Road. There is full access to large staging and operations areas on the north side of the UPRR tracks with a limited landing zone. The south side of the UPRR tracks has access to the Hannah's former residence and access to the large historic field south of the Hanna's. This large field could support large scale operations including multiple landing zones for air operations. **Hazards and limitations may include:** Train blockage, a locked gate on the road into the Hannah's, water running in the creek, and restricted use in portions of the large historic field on the south side of the creek. **Special considerations:** cultural resources mitigation means "no ground disturbance".

- A24: Access east of Pantano at the gate marked A24. Access then goes east along the southern UPRR tracks. Limited access for vehicles and firefighters with limited turn around for vehicles larger than type 4 engines. Firefighters can only access the Preserve from the

wash to the east. Small staging area along the UPRR tracks. **Hazards include:** mesquite bosque with limited visibility of fire, steep grades, and deep gravel.

- A25: Access 0.2 mile from A24 east of Pantano. Access goes east along the southern UPRR tracks. Limited access for vehicles and firefighters with limited turn around for vehicles larger than type 4 engines. Firefighters and hose can only access the Preserve by tunnel. **Hazards include:** mesquite bosque with limited visibility of fire, steep grade, and deep gravel. Once south of the tunnel, steep banks prevent access to the creek.

- A26: Access 0.3 mile from A24 east of Pantano. Access goes east along the southern UPRR tracks. Limited access for vehicles and firefighters with limited turn around for vehicles larger than type 4 engines. Firefighters and hose can only access the Preserve by tunnel. **Hazards include:** mesquite bosque with limited visibility of fire, steep grade, and deep gravel. Once south of the tunnel, steep banks prevent access to the creek.

- A27: Small staging area 0.6 miles east of A24. Small landing zone. Access to A24, A25, and A26 to the west and access to the east along the southern UPRR tracks to the Mescal Wash. Firefighters and vehicles smaller than type 3 engines. **Hazards include:** mesquite bosques with limited visibility, steep grade, and deep gravel.

- A28: Small staging area 0.4 miles east of A27. Small landing zone. Access to the west along the southern UPRR tracks to A27. All vehicle types accessible. Vehicles larger than type 4 engines need to use the haul road here. **Hazards include:** mesquite bosques with limited visibility, steep grade, and deep gravel.

- A29: Small staging area east of Mescal Wash. Access to the east along the southern UPRR tracks and into the Mescal Wash and south into the Preserve. Firefighters and vehicles smaller than type 4 engines. Access to the Preserve is by cutting fence and cable under the UPRR bridge. Firefighters can access the Preserve from multiple places east of the mesquite grove. Engine and tender access to staging area and brush truck access along the UPRR tracks to the east. **Hazards include:** mesquite bosques with limited visibility, steep grade, and deep gravel. **There is a weight restriction on Mescal Wash Bridge for vehicles larger than type 4 engines. The haul road should be used at A28!**

- A30: Small staging area south of I-10 at Mile Post 289 across the abandoned UPRR tracks. Access is from the gas line road gate, and then west into the creek. Tender and type 1, 2, and 3 engines can access the staging area only. There is a small landing zone. **Hazards include:** One small wash.

- A31: Access the Empirita Ranch/Cienega Creek service road west of I-10 Mile Post289 across the UPRR tracks. Follow the gas line road west and down towards the creek. The service road A31 gate is at the bottom of the hill to the south. Four-wheel drive vehicle access only. **Hazards include:** deep ruts and wash crossings.

- A32: Access the Cienega Creek south of I-10 Mile Post 289 across the UPRR tracks. Follow the gas line road west and down into the creek. The service road A31 gate is at the bottom of the hill to the south, and the Texas gate, A32, is in the wash to the west and

on the south side of the wash. Four wheel drive access only beyond the Texas gate. **Hazards include:** deep sand and wash crossings possibly flooded when it rains.

- A33: Access from the Empirita Ranch lock.

- A34: Access to the Empirita Ranch. There are several large fields that could support large scale operations including multiple landing zones for air operations. The combo lock changes periodically.

- A35: Access off of I-10 onto Arizona State Trust Land. The gate is usually locked. Follow gas line road east to Cienega Creek. **Hazards include:** steep hills and wash crossings, **4x4 ONLY!**

- A36: Utility road; four-wheel drive vehicle suggested, but two-wheel drive will usually be sufficient to drive east from the Old Sonoita 1.7 miles to the Davison Canyon Gate. Upper staging area and vehicle turn around at the access gate. Staging area has a large area for a landing zone. **Hazards include:** steep hills, wash crossings, and exposed gas line pipes.

- A37: Utility road; four-wheel drive vehicle suggested, but two-wheel drive will usually be sufficient to drive east from the Old Sonoita 2.2 miles to the Davison Canyon Wash. There is no staging area in Davison Canyon, but small staging areas can be found on the upland terraces.

- A38: Access off I-10 eastbound just prior to the Davison Canyon Bridge. Once through the gate, A36 gate and staging area can be seen. Upper staging area and vehicle turn around at the access gate. Staging area has a large area for a landing zone.

- A39: Access gate has an A0620 lock. Utility road; four-wheel-drive vehicle suggested, but two-wheel drive will usually be sufficient to drive to a small turn-around 0.7 mile just prior to dropping into the Agua Verde Wash where only ATVs will be able to traverse the rocky wash.

- A40: Access to the power line utility road stops at a locked gate at private property. Access beyond the fence and into the Agua Verde Wash requires 4x4 vehicles. There are several small staging areas along the road.

- A41: Access can only be made by ATVs. There are very few staging areas beyond this access point.

- A42a: This is a locked private access point that should accommodate two-wheel drive vehicles.

- A42b: This is a sandy fairly narrow access road. Very few areas along the road to stage.

Special considerations:

Due to the extended drought, there have been many down and dying trees throughout the Preserve. Much of these heavy fuels remain on the ground where they fell. However, many of these heavy fuels have been washed down into the Cienega Creek during times of flooding. These large fuels have piled up into large snags at the bases of cottonwood, willow, and ash trees along the banks of the creek throughout the Preserve. If fire gets into these snags, flame lengths could be produced in excess of 50 feet.

The mesquite bosques on the terraces above the creek have also been affected by the drought and have died back. As a result, medium to heavy fuel loads can be expected in nearly all of the mesquite covered terraces.

Throughout the Preserve, there are cultural resource sites. Most of these sites are located on the terraces above the creek. Caution should be exercised at all times to minimize ground disturbance. The use of heavy equipment would not be advised for most fires within the Preserve. Additionally, retardants need to be limited to 300 feet away from the creek or tributaries that could carry retardant into the main creek channel if rain is expected.

Appendix T. Union Pacific Railroad Hazardous Materials Response Plan for the Preserve

HAZARDOUS MATERIALS RESPONSE PLAN
CIENEGA CREEK NATURAL PRESERVE
Union Pacific Railroad &
Pima County Regional Flood Control District

Preface

The response process used by Hazardous Materials Management (HMM) is designed to be easily incorporated into public response incident command structure. This process requires analyzing the problem, planning the response, implementing the plan, and evaluating and adjusting the response as necessary. Union Pacific's Response Management Communication Center (RMCC) is an around-the-clock security response center where critical call dispatchers manage calls from the public, law enforcement and others who are reporting emergencies and other incidents on Union Pacific's 32,000-mile network. RMCC, available at ***888-877-7267****, follows all regulations regarding notification of local, state and federal agencies in the event of an accident and works closely with first responders throughout an incident.*

Introduction

The Cienega Creek Natural Preserve (Preserve) consists of more than 4,000 acres of land owned by the Pima County Regional Flood Control District (RFCD) in eastern Pima County. It extends from Colossal Cave Road Bridge in the northwest to the former headquarters of the Empirita Ranch on the southeast, and includes a twelve mile reach of Cienega Creek (Figure 1). Perennial and intermittent flows cover about 2.7 miles and 4.8 miles respectively within this reach and all but the last mile of Cienega Creek (covering 1,651 acres) is designated as a shallow groundwater area, meaning that water levels are less than fifty feet below land surface (Pima County, 2000). Surrounding the main channel are approximately 1,000 acres of riparian woodland vegetation, with adjacent hills covered by vegetation typical of the Sonoran and Chihuahuan Deserts. The presence of water and riparian vegetation creates wildlife habitat of very high value that supports large and diverse populations of wildlife, including several special status species like the Yellow-billed cuckoo, Mexican garter snake, Lowland leopard frog, Gila topminnow and Gila Chub.

Since its establishment in 1987, the Preserve has been managed to protect the natural, cultural and scenic resources held within its borders, while maintaining passive recreational activities for the general public. All of the properties have been designated as mitigation lands under the Pima County Multi-species Conservation Plan (MSCP), completed by Pima County in 2016 and approved by the United States Fish and Wildlife Service in 2017. The MSCP is designed to guide avoidance, minimization and mitigation of impacts to both federally listed and potentially listed species from otherwise lawful activities by Pima County and its development community. With the Preserve's designation as mitigation land for the MSCP, management objectives and activities are further defined to aid in the conservation and enhancement of resource priorities and protection against their potential threats.

The Union Pacific Railroad easement currently runs through the Preserve along its length near Colossal Cave Road in the West to the crossing of Mescal Wash in the East. This includes 11.1 miles of the No. 2 Track or 'slow track' between Mile Posts 1003.1 and 1014.2, and one mile of the No. 1 Track or 'high bridge' at Mile Post 1007.88 (Figure 2). The No. 2 Track runs predominantly parallel to Cienega Creek and has a number of hazardous turns along its length through the Preserve. Although trains move slowly through this area, the hazardous turns coupled with steep slopes cause some concern for train derailment and potential spill into the floodplain of Cienega Creek. This track also has two bridge crossings, over Cienega Creek and Mescal Wash, and a number of large culvert crossings where derailments would directly spill into Cienega Creek or its tributary washes. The No. 1 Track crosses Cienega Creek at almost a perpendicular angle near the Three Bridges area. The presence of the bridge over Cienega Creek causes concern for direct spillage into the creek bottom from a pretty good height (over 50 feet).

The hazardous nature of the UPRR track alignments in an area with protected natural and cultural resources, including public visitor recreation, implores the need for a robust emergency response plan. This is not only to safeguard the train crew and any public visitors to the Preserve, but also to protect the health and safety of adjacent and downstream landowners as well as the long-term health of the resource priorities defined within the Preserve's management plan. The emergency response plan covers instructions to the train crew for immediate actions related to the accident, including communications to UPRR authorities, and subsequent instructions to the dispatcher and regional manager for directing emergency response agencies. The plan will cover emergency access routes, command post locations and where supplies can be obtained to assist in the cleanup and remediation of wreckage and hazardous materials. A list of contacts will be provided, including UPRR personnel designated for response coordination, emergency response agencies (police, fire, medical) and responsible County/District personnel. The emergency response plan will cover both minor and major incidents, as well as any non-emergency railroad activities that could potentially threaten resource priorities within the Preserve.

Major Incidents

A major incident is a release of hazardous materials that cannot be handled solely by railroad personnel. This includes any event that is likely to affect non-railroad persons and/or property such as fire, explosions, toxic gas clouds and derailments involving hazardous materials. The first and foremost task for crew members is to protect the safety and health of employees and the general public in the area. One of the train service employees, engineer or conductor, will follow the instruction presented in **Attachment A** of this document, which includes notification of the incident to Union Pacific's Response Management Communication Center (RMCC). RMCC is responsible for notification to local, state and federal agencies in the event of an accident and works closely with first responders throughout an incident.

Union Pacific has a wide network of qualified people to respond to a hazardous materials incident. The Hazardous Materials Management (HMM) group consists of 30 internal responders who are highly trained in hazardous materials response. Union Pacific also works with a network

of private contractors “who are carefully vetted and audited annually to ensure readiness” (UPRR 2020). The contractors are highly skilled in firefighting or certified in handling oil spills on land and water. They have access to equipment such as boats, skimmers, vacuum trucks, storage tanks, heavy equipment that are necessary to respond to a hazardous materials incident. HMM can deploy contractors who are subject matter experts in toxicology, industrial hygiene, medicine, nursing and environmental protection. These groups will be consulted, selected and will assume authority and responsibility upon arrival at the scene.

A major incident will include the establishment of a communication center where proper communication facilities are available. Once established, the number for the communication center will be provided to all response parties, including designated County and District personnel. In some cases, this may be a cell phone number or multiple numbers may be provided to insure no lapse in communication.

The Senior Division Manager will coordinate the response efforts with HMM and other emergency response agencies. He or she will be responsible for supplying the identification of leaking materials and the Hazardous Commodity (HC) printout for the products. Other required information will include the location of spilled hazardous materials, access routes and location of water supplies (see Logistics Section). The Senior Division Manager will complete the incident report as displayed in **Attachment B** and provide copies to the emergency response agencies, hazardous materials personnel and designated County and District personnel.

Minor Incidents

A minor incident is a derailment and/or leakage of hazardous materials that is fully contained within the railroad easement and can easily be handled by railroad employees with no impacts to the surrounding properties. In this event, the train crew members will contact the Senior Division Manager, who is responsible for determining what evacuations are necessary and which emergency response agencies to contact. HMM personnel or contractors may be consulted and will assume authority and responsibility upon arrival at the scene. The Senior Division Manager will complete the incident report as displayed in **Attachment B** and provide copies to the designated County and District personnel.

Logistics

This section provides the information needed by railroad personnel to respond to a train derailment and hazardous material spill incident. It includes contact information for key personnel and emergency response agencies, access routes throughout the Preserve boundaries, location of water supplies for fire control and remediation activities, surrounding land ownership for potential evacuations and any other information needed to complete the incident report.

An incident report guide is provided as **Attachment B** to this plan. This report can be used by train personnel, engineer or conductor, to help notify a major incident or by the Senior Division

Manager to report minor incidents or non-emergency issues. If possible, an aerial map should be provided to help locate the incident or maintenance activity.

As stated in the Preface, the first contact for notification of a major incident is the RMCC, available at **888-877-7267.** Other important UPRR contacts are as follows:

Senior Division Manager:
Regional Manager:
Hazardous Materials Management:
Others?

Emergency response agencies within the Cienega Corridor include the Rincon Valley Fire District and the Pima County Sheriff's Office. Since the derailment of a train is most likely an emergency situation, *911* should be called to reach the emergency dispatcher. Non-emergency contacts are as follows:
Rincon Fire No. 291:
Rincon Fire No. 292:
Sheriff's Office:

Pima County and the Pima County Regional Flood Control District cooperatively manage the Cienega Creek Natural Preserve. These agencies should be notified after the emergency response activities are conducted and the command center is established. Copies of the incident report, should be provided to help guide efforts to manage public visitation to the area and monitor any resources that could be affected by the incident. The contacts for these two agencies are as follows:

Pima County Regional Flood Control District:
David Scalero, Principal Hydrologist
Watershed Studies Division
Main (520) 724-4600
Direct (520) 724-4658
Cell (520) 528-2626
david.scalero@pima.gov

Pima County Natural Resources, Parks and Recreation Department:
Don Carter, Park Manager
Natural Resources Division
Office (520) 724-5246
Cell (520) 240-9493

Pima County Office of Emergency Management?

Various access routes have been identified and mapped to assist emergency agencies into the Preserve (**Attachment C**). These routes can be used to gain access to portions of the railroad easement in the event that the railroad maintenance road is blocked or time is of the essence. The map also identifies the locations of water supplies that can be utilized for fire suppression or remediation activities.

The primary landowners in this area are the Pima County Regional Flood Control District and the Arizona State Land Department. An ownership map is provided as **Attachment D**. Track No. 2 runs primarily through RFCD lands encompassing the Cienega Creek Natural Preserve, with a small group of private landowners at the East end and more densely populated communities on the West end. The No. 1 Track runs through large swaths of State Land, with private and County-owned properties along the middle portion, and densely populated communities on the West end.

Non-emergency Activities

This section addresses the various maintenance activities that occur on railroad property that borders the Cienega Creek Natural Preserve. It describes the proper selection and placement of fill, removal of defective cross ties and other materials, maintenance and handling of lubricators, and the clearing of vegetation and other debris from around the tracks.

Only clean fill should be used during the replacement of tracks or to shore up the track line. Materials retrieved from track cleaning operations must not be used. Care should be taken to insure the fill does not contain seeds from non-native, invasive plant species.

Defective cross ties removed from the tracks due to production work, spot work or from derailments should be removed as they are replaced. Old spike kegs, signal batteries and scrap materials shall be removed in a timely manner so that they do not wash into Cienega Creek or its tributaries as a result of storm flow runoff.

Wayside lubricators must be regularly maintained in an orderly manner. Any scrap or contaminated grease generated from broken hoses and fittings must be retrieved and brought back to the Tucson Yard for proper handling and disposal by the utility supervisor.

Clearing vegetation and debris from around the track line is a necessary activity to prevent derailment and hazardous material spills. In the event that heavy equipment is used, care should be taken to prevent any spills or leaking of fuels and oils. Designated County and District personnel should be contacted if any activities, including equipment staging, will be conducted outside of the railroad easement within the Preserve.

ATTACHMENT A

Cienega Creek Natural Preserve
Hazardous Materials Response Plan
Instructions to Train Crew Employees

IN CASE OF ACCIDENT, your safety is the first and foremost consideration. If you suspect hazardous material(s) may be involved in a derailment, do the following IF IT IS SAFE TO DO SO:

A. DETERMINE STATUS OF ALL CREW MEMBERS
B. RESCUE INJURED, remove them to a safe distance, call for assistance if needed.
C. IF FIRE OR VAPOR CLOUDS are visible, evacuate to ½ mile upwind of fire or vapor cloud. Before evacuating, make sure you collect all waybills, commodities list and emergency response information.
D. NOTIFY THE RESPONSE MANAGEMENT COMMUNICATION CENTER (RMCC) AT 888-877-7267:
    a. TELL THEM
        i. Your name and title
        ii. Train identification
        iii. Specific location of the incident – Station, Mile Post, nearest street highway crossing
        iv. If you need fire or medical response
E. IF NO FIRE OR VAPOR CLOUDS are apparent;
    a. EXTINGUISH smoking materials – DO NOT SMOKE in the vicinity of a hazardous materials incident and DO NOT IGNITE fuses
    b. CHECK the train's commodity list and shipping papers to determine what cars and commodities may be involved and where they are located on the train.
    c. INSPECT the train and determine the condition of the cars involved:
        i. Use a buddy system if possible
        ii. Tell crew members what products are involved and what risk they may pose
        iii. Approach from upwind (wind at your back) and uphill side if possible
        iv. Go no nearer than absolutely necessary to assess the condition of the cars
        v. Use your eyes, ears and nose to detect any fire, vapor or gas clouds, smoke, leaks or unusual odors or sounds. If you detect these conditions, DO NOT GO NEAR THE CARS, and evacuate all crew members to a safe distance.
F. PROVIDE RMCC with as much of the following information after you have inspected the train:
    a. Initial and number of cars involved
    b. Location of hazardous material(s) in derailment

c. Description of hazardous material from shipping papers or commodities list
d. Condition of each car
    i. Upright or turned over
    ii. Intact, punctured or leaking
    iii. On fire or near fire
    iv. Producing a vapor or gas cloud
    v. Unusual odor and/or noise
e. Location of people, property or public systems (roads, power lines, etc.) which could be subject to damage
f. Location of stream, river, lake, pond or other body of water
g. Location of access roads (see Attachment C)
h. Any other information that will help the dispatcher understand the situation

G. WARN people to stay away from the emergency area
H. IDENTIFY yourselves to responding police, fire and medical personnel.
    a. GIVE them your train mass profile graph and the hazardous material commodities list.
    b. HELP them determine which cars or derailed or damaged
    c. The conductor MUST PROVIDE waybill data, but must retain the waybills and commodities list for delivery to a responding operations officer.
I. REMAIN at the scene at a safe distance until relieved by a railroad Operating Officer.

ATTACHMENT B

Cienega Creek Natural Preserve
Hazardous Materials Response Plan
Incident Report

I. REPORT IMMEDIATELY

A. Train ID:_____ Date & Time of Incident:_____

B. Mile Post No.:_____ Nearest Station No.:_____

C. Cross Road/Street/Highway:_____

D. Injuries: No☐ Yes☐, Describe:_____

_____

II. IF SAFE, INSPECT TRAIN AND REPORT

A. Car Initial & Number:_____ Commodity:_____

_____ _____

_____ _____

_____ _____

B. Type of Involvement:_____

C. Fire, Leakage, Vapor, etc.: No☐ Yes☐, Describe_____

_____

D. Train Location:_____
(Mark general location on map below)

E. Nearby houses/buildings: No☐ Yes☐, How far away:_____

F. Nearest public road or highway:_____

How far away:_____

G. How close is nearest waterway to source of leakage:_____

H. Weather Conditions:_____

ATTACHMENT B

Cienega Creek Natural Preserve
Hazardous Materials Response Plan
Incident Report

I. Emergency response agencies at the scene:

Fire No☐ Yes☐, Name:_____

Police No☐ Yes☐, Name:_____

Medical No☐ Yes☐, Name:_____

J. Current Emergencies Actions (if any):_____

_____

_____

K. Other Information:_____

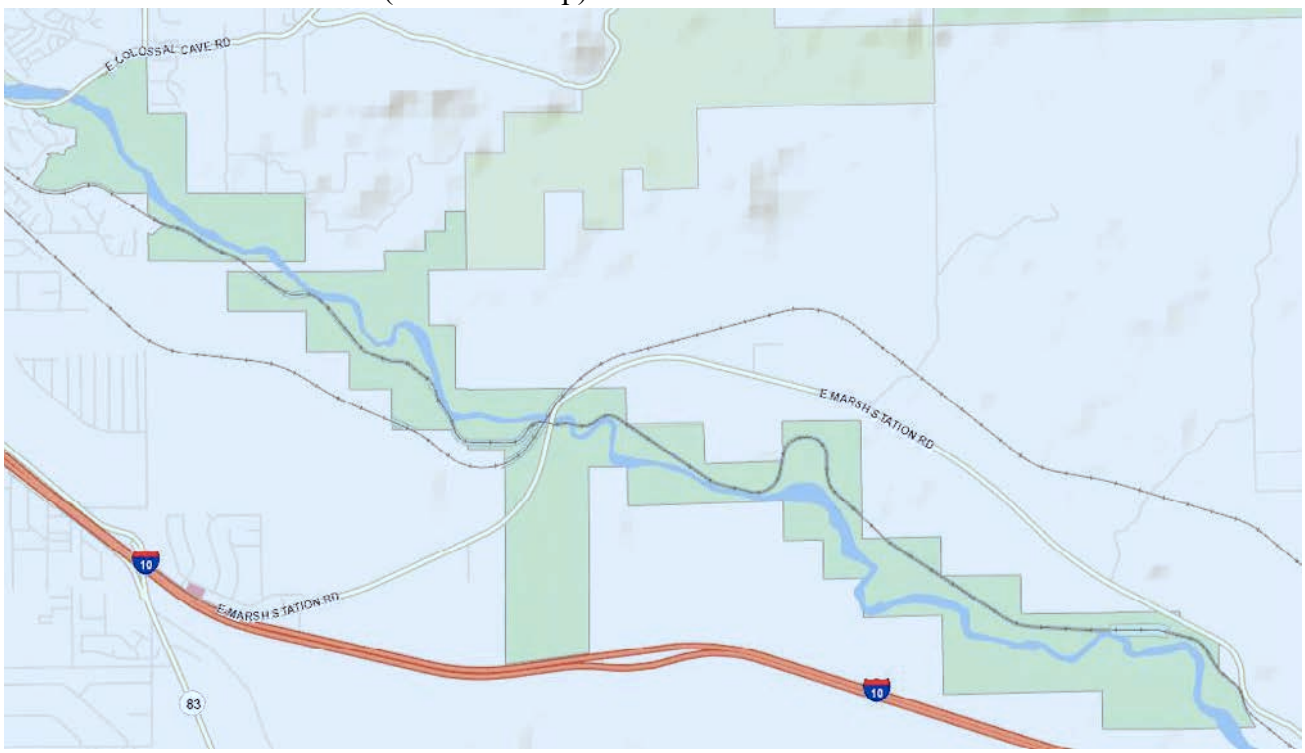
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General Location of Incident (Circle on Map)



ATTACHMENT C. Access Routes



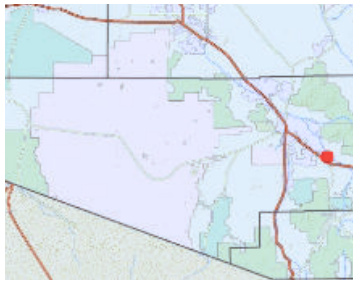
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Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

Legend

- Railroad
- Primitive Roads, Pima County
- Streets - Unknown
- Streets - All



Notes:

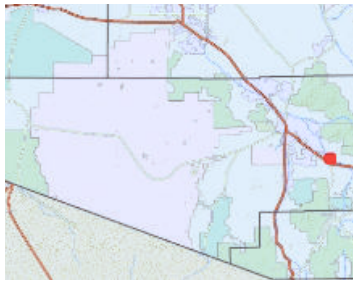
8/24/2020

ATTACHMENT C. Access Routes



Legend

- Railroad
- Primitive Roads, Pima County
- Streets - Unknown
- Streets - All



Notes:

8/24/2020

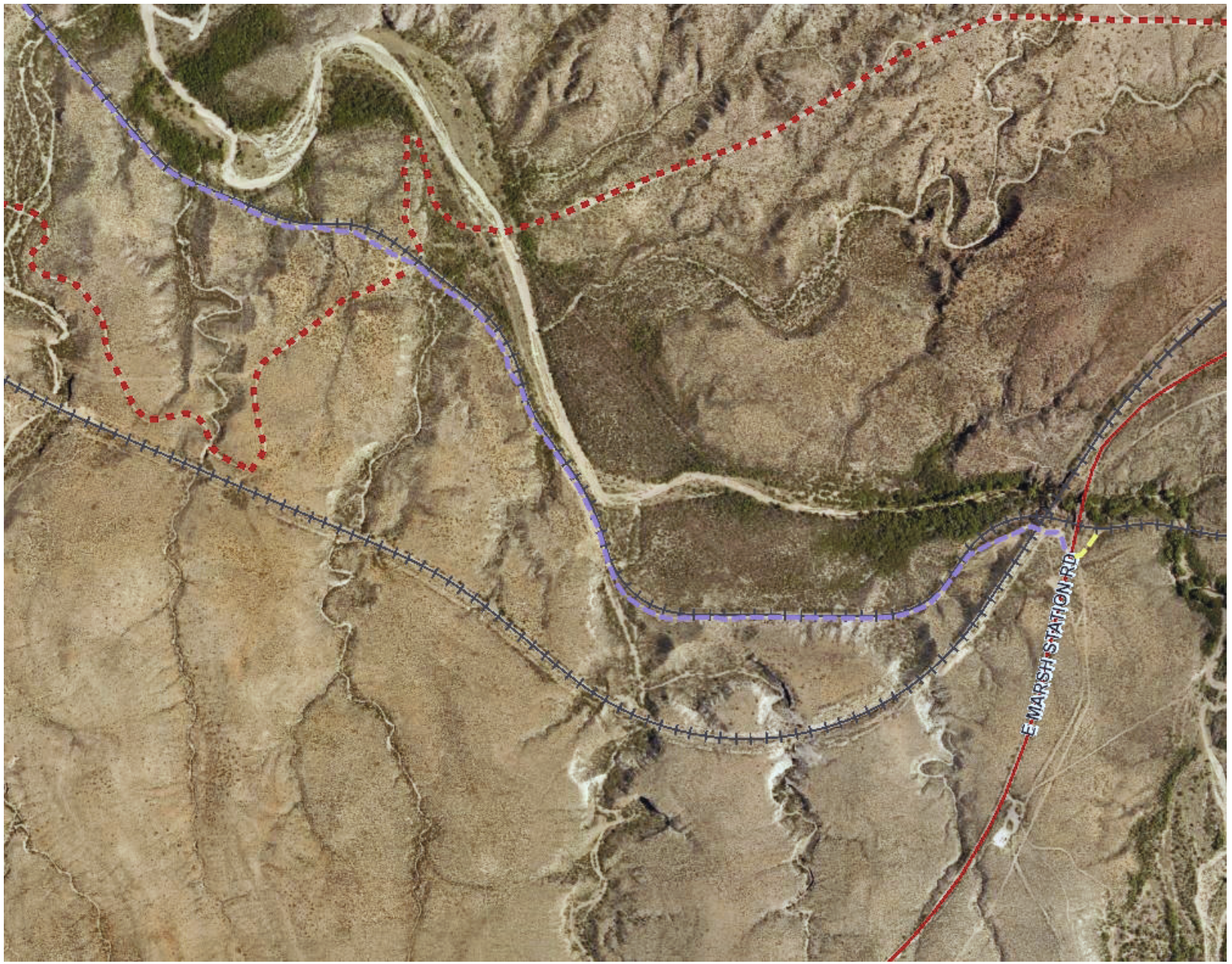
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Pima County GIS

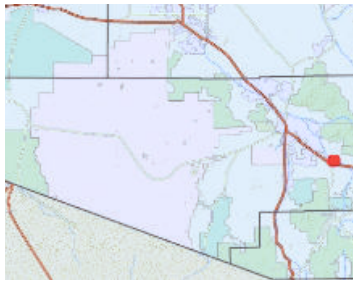
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ATTACHMENT C. Access Routes



Legend

- Railroad
- Primitive Roads, Pima County
- Streets - Unknown
- Streets - All



Notes:

8/24/2020

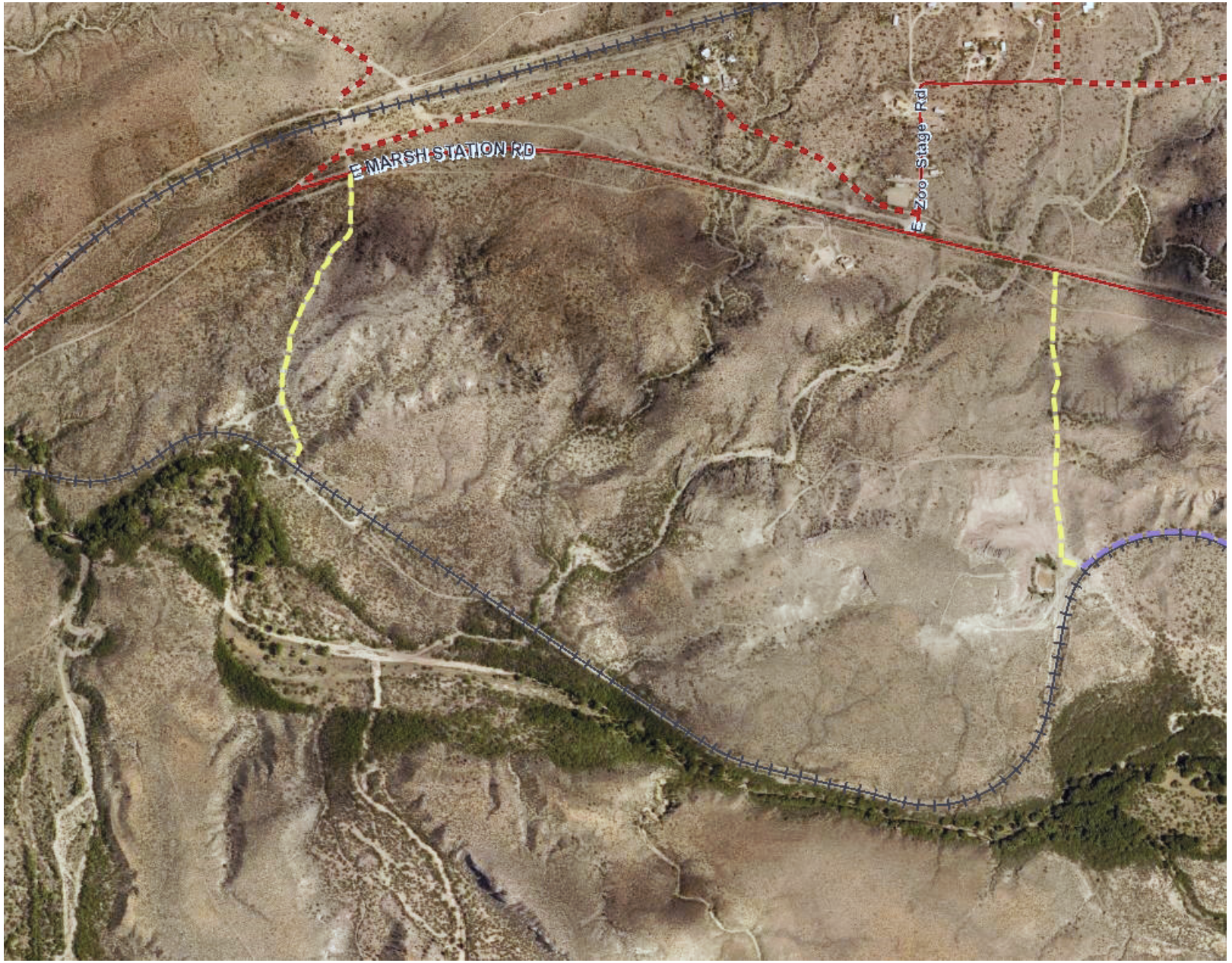
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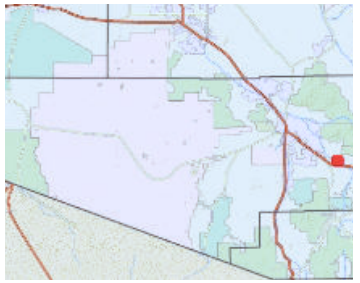
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ATTACHMENT C. Access Routes



Legend

- Railroad
- Primitive Roads, Pima County
- Streets - Unknown
- Streets - All



Notes:

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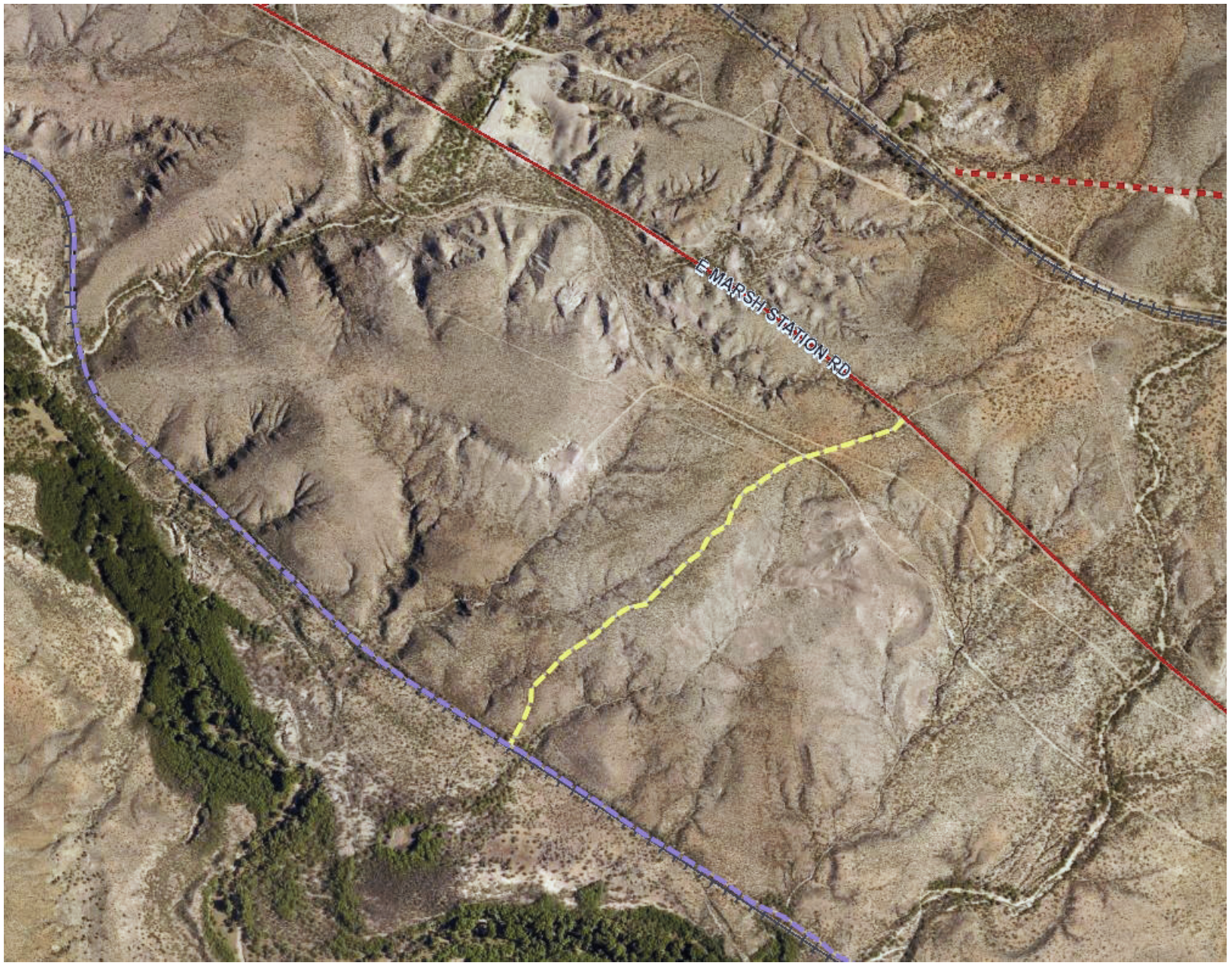
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Pima County GIS

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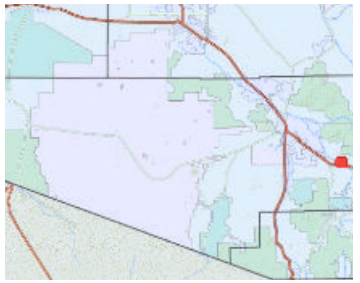
8/24/2020

ATTACHMENT C. Access Routes



Legend

- Railroad
- Primitive Roads, Pima County
- Streets - Unknown
- Streets - All



Notes:

8/24/2020

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Feet

Pima County GIS

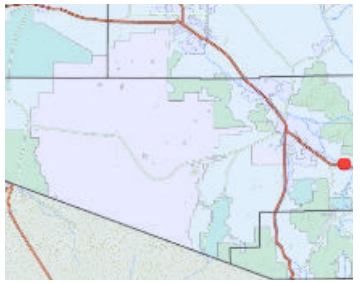
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ATTACHMENT C. Access Routes



Legend

- Railroad
- Primitive Roads, Pima County
- Streets - Unknown
- Streets - All



Notes:

8/24/2020

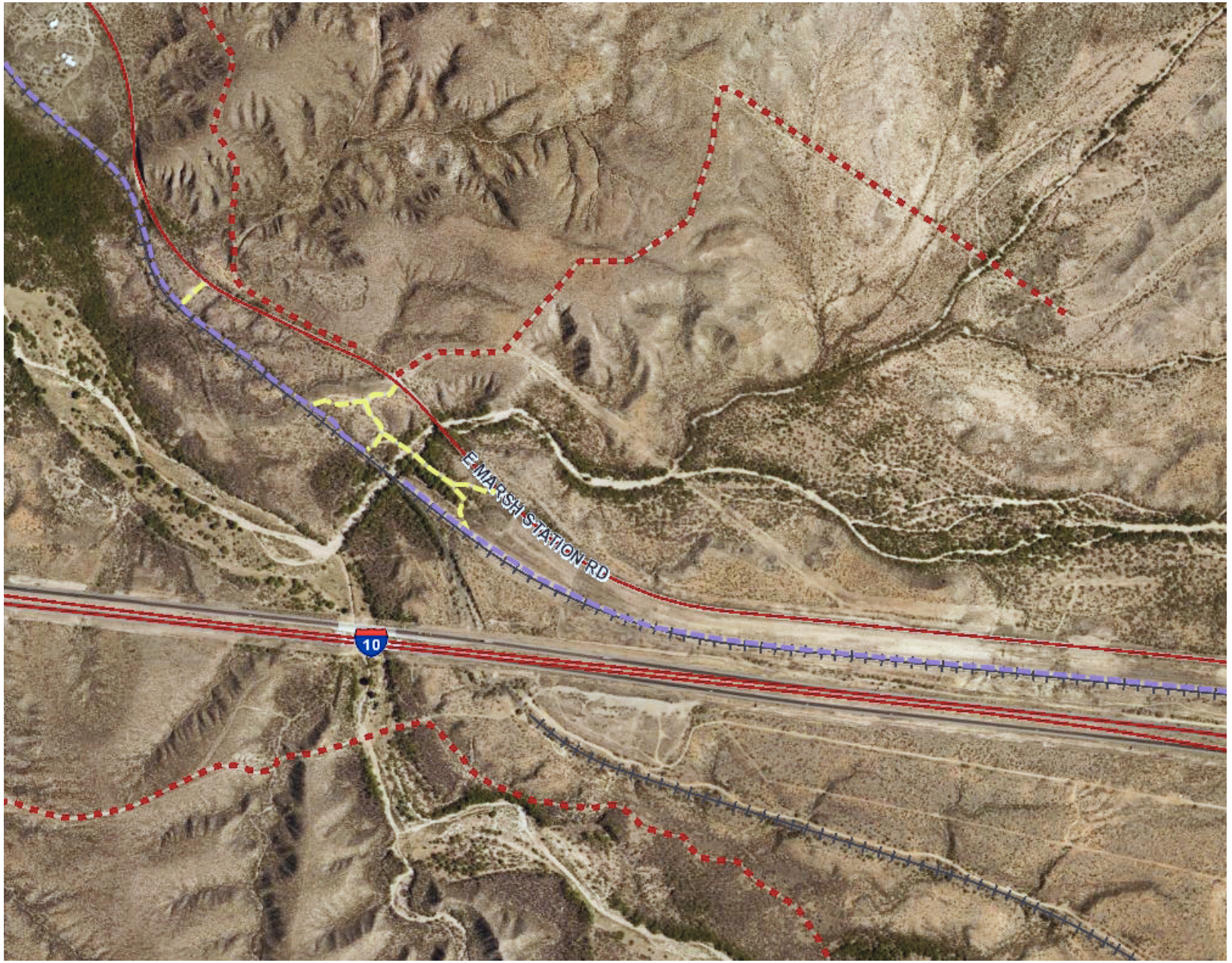
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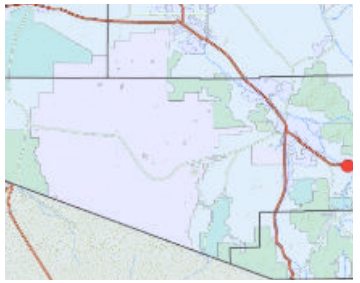
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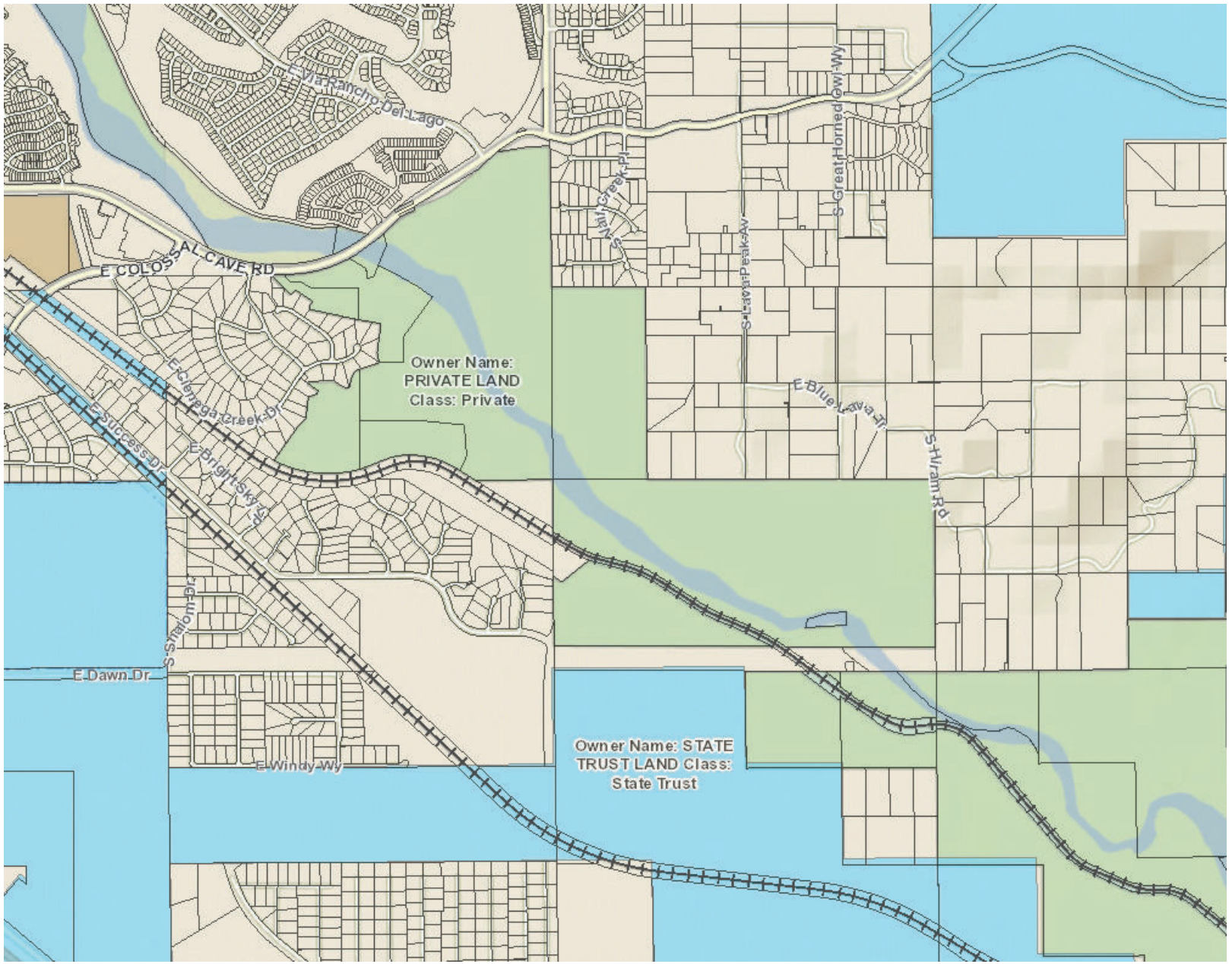
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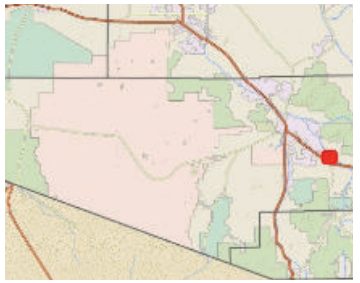


Legend

- Railroad
- Parcels

Land Ownership - ALRIS

- Bureau of Land Management
- City or County Parks
- National Forests
- Tribal Lands
- Military Reserves
- National Parks and Monuments
- Other
- Private, Municipal or County Lands
- State Parks
- State Trust Lands
- National Wildlife Refuge



Notes:

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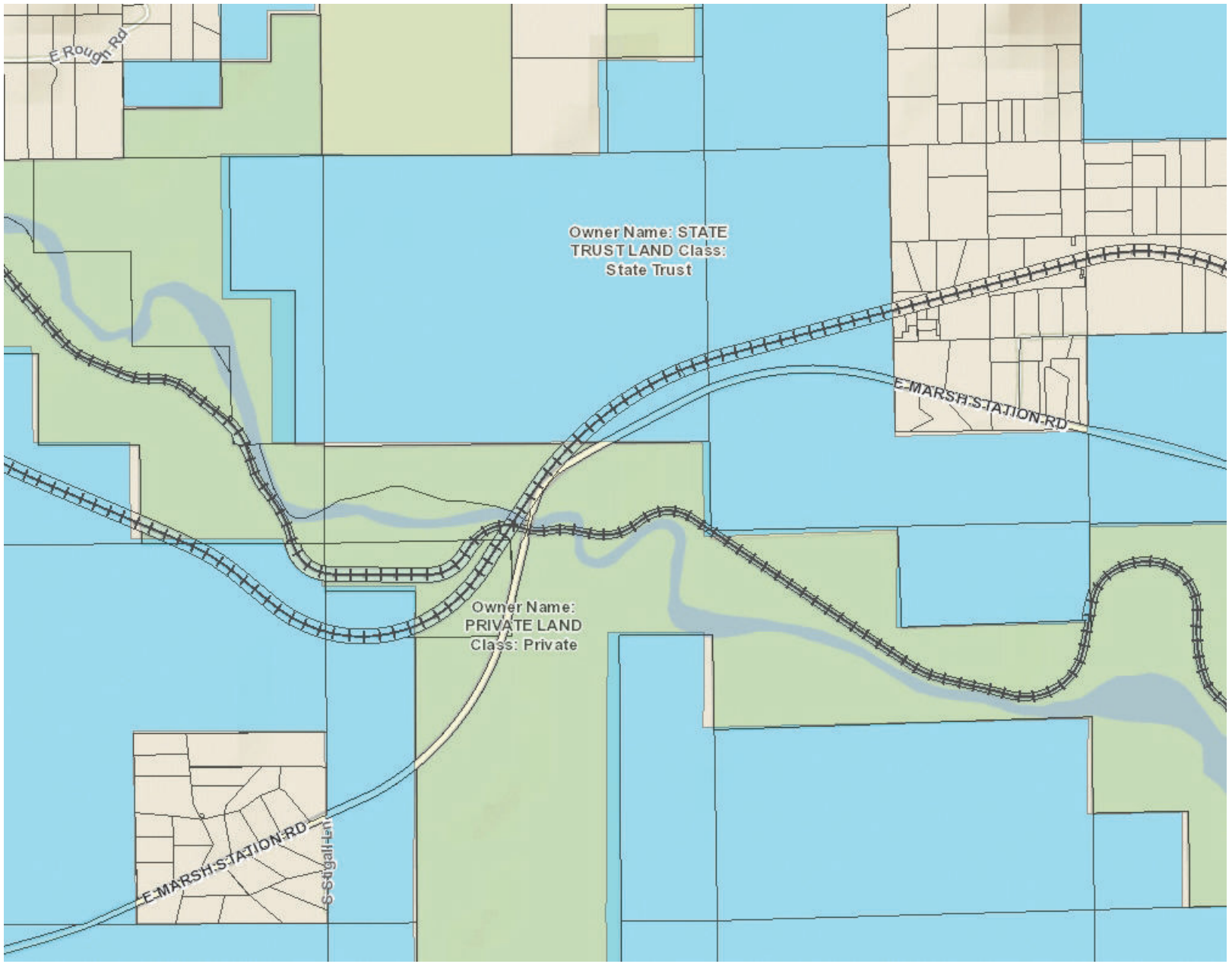
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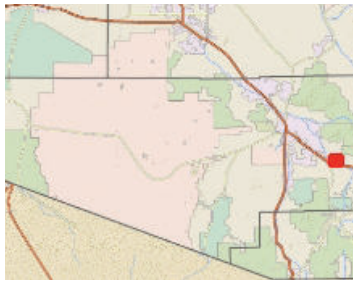


Legend

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- Parcels

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Notes:

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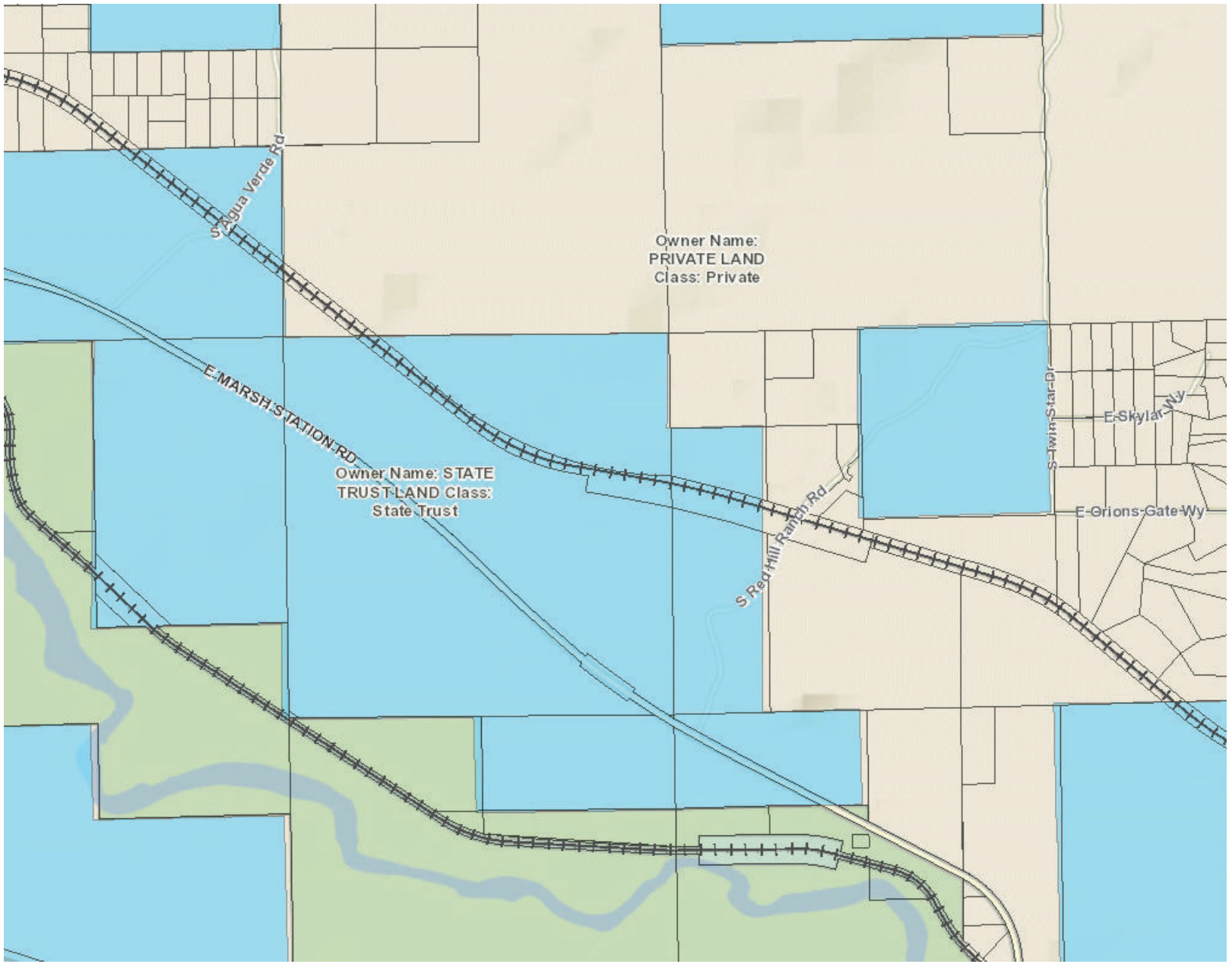
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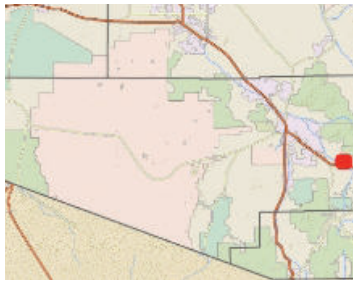


Legend

- Railroad
- Parcels

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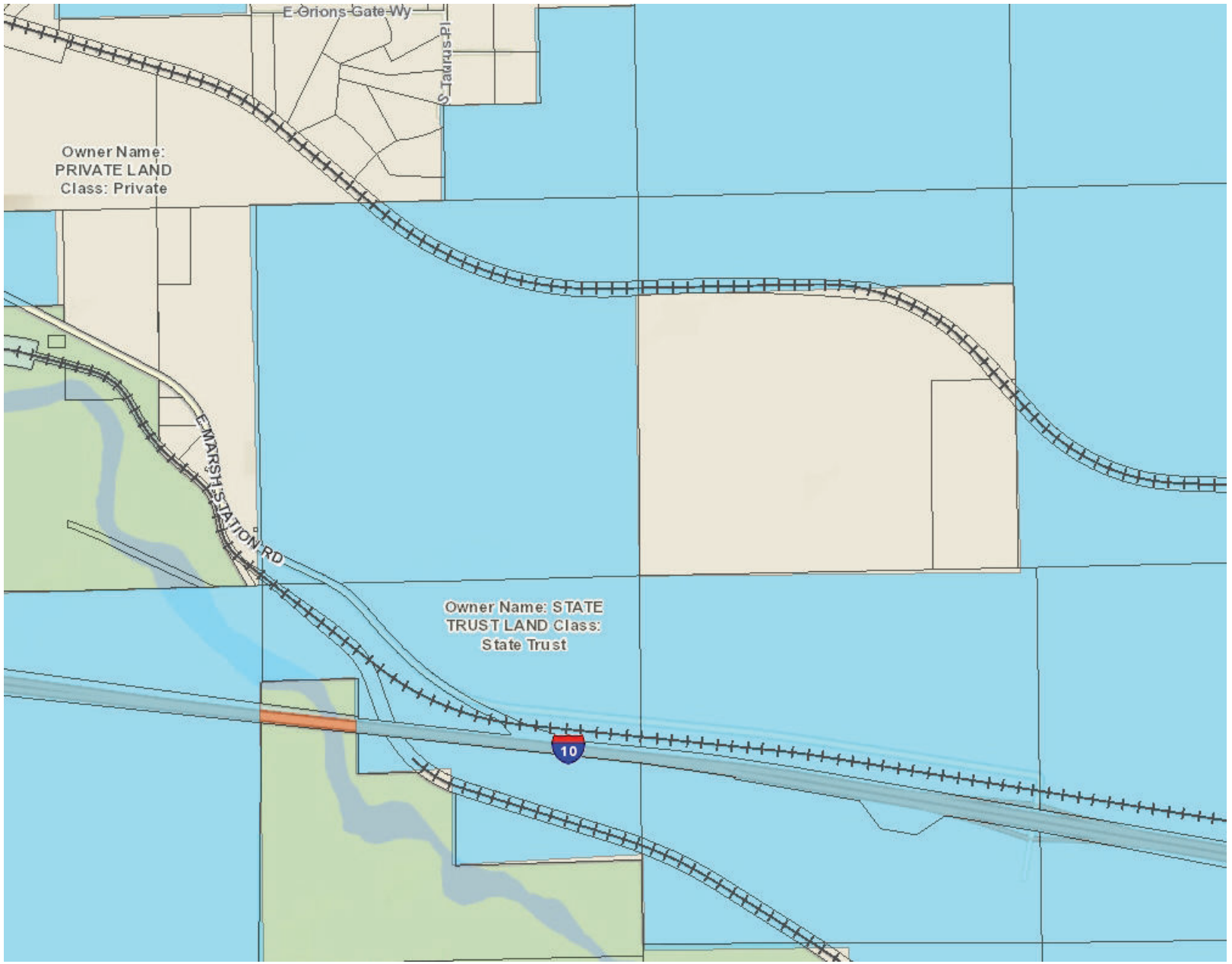
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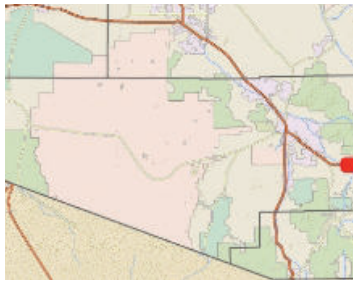
8/24/2020

PimaMaps Print



Legend

- Railroad
- Parcels
- Land Ownership - ALRIS
  - Bureau of Land Management
  - City or County Parks
  - National Forests
  - Tribal Lands
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Notes:

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8/24/2020

Appendix U. Planning Area Priority Acquisition Properties

Appendix U

Table U-1. Planning Area Priority Acquisition Properties

Map No.	Approximate Acreage	Current Owner and Tax Number	Priority Level	Priority Reason(s)
1	0.33	Vail Water Company (305-11-0280)	Highest	Wellsite that could be pumped, monitoring location
2	39.6	Thomas L. Bradley (306-11-006C)	Highest	Habitat value, connectivity between existing parcels. Allows for ease in management re: fencing.
3	160	Arizona State Land Department (306-40-0060)	High	Wildlife habitat and movement, Arizona Trail Corridor, visual preservation, may contain limestone mineral potential
4	246.5	Arizona State Land Department (306-16-0040)	High	Wildlife connectivity, control land and water use
5	~40	Arizona State Land Department west of RR (306-16-0030)	High	Fence line ownership and habitat value explore full take if necessary
6	~5	Arizona State Land Department (partial take of 306-18-0180)	High	Provides connectivity between existing parcels, habitat value, improves ability to manage existing properties
7	N/A	Arizona State Land Department (306-18-0190)	High	Provides connectivity between existing parcels, habitat value, improves ability to manage properties. Evaluate partial take of just south of UPRR.
8	~10	Arizona State Land Department (partial take of 306-18-0200 south of UPRR)	High	Provides connectivity between existing parcels, habitat value, improves ability to manage properties/manage for cattle.
9	84.1	Michael Lewis (306-11-0040)	High	Habitat value, protection of tributaries to the Agua Verde
10	84.2	Michael Lewis (306-11-0050)	High	Habitat value, protection of tributaries to the Agua Verde, possible spring?
11	41.0	Vanessa and Donald Capanear (306-11-006P)	High	Habitat value, connectivity between existing parcels
12	0.56	JR Dailey LLC (306-11-006Q)	High	Habitat value, connectivity between existing parcels
13	160	Durham Living Trust (306-01-011A)	High	Habitat value, wildlife connectivity between existing parcels, contains a portion of Agua Verde floodplain
14	160	Arizona State Land Department (306-01-012B)	High	Habitat value, wildlife connectivity, scenic value, contains a portion of Agua Verde floodplain, connectivity between existing parcels, has limestone mineral potential
15	~260	Arizona State Land Department east of RR	Medium	Preserves upstream reach of a shallow groundwater area and

Table U-1. Planning Area Priority Acquisition Properties

Map No.	Approximate Acreage	Current Owner and Tax Number	Priority Level	Priority Reason(s)
		(306-16-0030)		habitat value confluence; connects Walden and Preserve,
16	2.0	Del Lago Golf LLC Vail, Arizona (305-11-024C)	Medium	Surface water right, stream restoration and habitat value
17	4.18	Tennyson Amended Family Trust (305-88-012T)	Medium	Controls access to dam/creek
18	6.57	Cowles (305-88-012Q)	Medium	Control most of access to dam/creek; has limestone bedrock
19	39.8	Arizona State Land Department (306-01-0270)	Medium	Habitat value, currently under Bar V Ranch grazing lease
20	590.92	Arizona State Land Department (306-07-003A)	Medium	Has a key tributary wash and culvert for wildlife and cattle movement across I-10; part of Bar V lease
21	43.3	Arizona State Land Department (306-01-025A)	Medium	Habitat value
22	6.1	Arizona State Land Department (306-05-0060)	Medium	Habitat value
23	N/A	Arizona State Land Department (306-04-0060)	Medium	Wildlife habitat and movement; Arizona Trail Corridor, visual preservation, may contain limestone mineral potential
24	400	Parklands Foundation Parcels (306-01-003B, 306-01-002B, 306-01-005E, 306-01-005F, 306-01-005G)	Medium	Habitat Values, Connectivity (not included in figure)
25	507.29	Arizona State Land Department (306-01-0025A)	Medium	Has key crossings for wildlife across I-10; part of Bar V Ranch lease
26	379.82	Arizona State Land Department (306-38-0130)	Medium	Full or partial take; controls access; buffers Preserve from impacts of development; supports recreation
27	40	Mai Gilliam (305-88-008D)	Medium	Patented limestone mining claim with legal access
28	9.41	Austin Trust (306-03-006B)	Medium	Patented limestone mining claim with legal access
29	18.82	Leona Puzo (306-03-006C)	Medium	Patented limestone mining claim with legal access
30	617.55	Arizona State Land Department (306-01-0370)	Medium	Provides additional aquifer protection, connects Walden with Preserve; vulnerable to development
31	111.0	Arizona State Land Department (306-18-006C)	Low	Ownership connectivity

Table U-1. Planning Area Priority Acquisition Properties

Map No.	Approximate Acreage	Current Owner and Tax Number	Priority Level	Priority Reason(s)
32	320	Arizona State Land Department (306-06-0040	Low	Habitat value, currently under Bar V grazing lease
33	40	Arizona State Land Department (306-05-0070)	Low	Currently under Bar V lease
34	88.8	Arizona State Land Department (305-17-006A)	Low	This parcel would be landlocked if the preceding parcel would be acquire; may contain limestone mineral potential
35	30	Arizona State Land Department (305-88-014A)	Low	Buffers Agua Verde from adjacent development, helps preserve wildlife movement
36	77.02	Arizona State Land Department (306-06-0050)	Low	Former clay pit; control access; buffers Preserve from impacts of development, but requires rehabilitation
37	<594.54	Arizona State Land Department (Partial take of 306-01-0340)	Low	Controls access to Preserve; obtain only the part south of Marsh Station Road
38	128	Arizona State Land Department (306-01-031C)	Low	Buffers Colossal Cave from adjacent development
39	20	Arizona State Land Department (305-88-014B)	Low	Buffers Agua Verde from adjacent development, helps preserve wildlife movement
40	N/A	Any parcel located south of Headquarters, along Cienega Creek floodplain south to Las Cienegas National Conservation Area	Low	Protection of a shallow groundwater area and habitat value; maintain floodplain functions