Board of Supervisors Memorandum

October 18, 2016

Agenda Items to Implement the Multi-Species Conservation Plan by Pima County and the Pima County Regional Flood Control District to Fulfill the Requirements of the Endangered Species Act Section 10(A)(1)(B) Permit

Background

Nearly two decades of research, planning and cooperation came to fruition with the issuance of Pima County's Endangered Species Act Section 10(a)(1)(b) Permit on July 13, 2016 by the US Fish and Wildlife Service (Service). As the Board of Supervisors knows, the Multi-Species Conservation Plan (MSCP) is the capstone of the broader Sonoran Desert Conservation Plan (SDCP), and it addresses required endangered species compliance under the Endangered Species Act (ESA) in a manner that streamlines compliance with the ESA, thereby providing a simpler, faster and less expensive way for public and private sector projects to move into construction.

Over 600 public meetings and a decade of public and expert review occurred before Pima County formally applied to the Service for the Section 10 Permit. The planning process that led to the Permit is considered by many in the United States to be a premier example of a locally-based strategy to achieve natural resource conservation while promoting economic wellbeing. Many aspects of the MSCP have already been implemented, including revisions to ordinances and acquisition of much of the mitigation land.

Subsequent to the Board's approval of the Section 10 Permit Implementing Agreement (IA) on September 6, 2016, the Service will cosign the IA at an event to be held on October 13, 2016, at the Arizona-Sonora Desert Museum. With this co-signature, the Section 10 permit approval process formally concludes.

Consequently, the County and the Regional Flood Control District (RFCD) are now poised for a new phase of MSCP implementation; implementing long-term protections on conservation lands acquired with publicly approved open-space bonds, grants and other public funds or through donations and the provision of private sector coverage. To begin this phase of implementation, a number of important items, which are discussed below, are slated for the October 18, 2016 Board of Supervisors Agenda and are foundational to fulfilling the obligations we have made in the MSCP and to the electorate.

1. Restrictive Covenants (Real Property)

For several decades, the County has, with the assistance of the taxpayers, acquired through purchase and donation many valuable tracts of land with the understanding these lands would be retained as natural open space in perpetuity. At the same time, and in keeping with the economic objectives of the SDCP, Pima County has also actively engaged in constructing new

facilities and infrastructure to support our economy, as well as the sale and exchange of lands it owns with other government agencies and private enterprise, to achieve various other public benefits. The goal of these efforts has always been and will continue to be creating balance between growth and conservation.

Applying restrictive covenants to natural open space lands is necessary for several very important reasons: to keep promises made to the electorate regarding the retention of open space and to fulfill Permit obligations. Restrictive covenants are like deed restrictions and, in this instance, are being proposed to encumber future land use. These restrictions are necessary to avoid repurposing these lands to accommodate intensive types of development such as cell phone towers, golf courses, subdivisions and other land uses incompatible with the purposes for which they were originally acquired.

Equally important is that the application of restrictive covenants supports a tiered land classification system that will facilitate open-space planning and management and, through the process of elimination, clarify other County- or District-owned lands that may be suitable for development. Under this classification system, lands to be used for MSCP mitigation will receive the highest levels of protection against future, incompatible development. Other non-MSCP conservation parcels not currently identified for MSCP mitigation will be also protected, but with more flexibility on future uses.

Figure 1 illustrates in green and red those properties (91,440 acres) the County and the RFCD intend to protect with restrictive covenants. Green properties are proposed as MSCP mitigation lands (64,487 acres), and red properties are proposed as Conservation lands (26,953 acres). These lands are more fully described in the map label key on Attachment A and the parcel-level list at Attachment B. The map color also indicates whether MSCP or Conservation Lands covenants are being applied to a particular parcel. The covenants themselves (Attachments C through F) are subdivided according to whether the parcel is owned by Pima County (83,421 acres) or the RFCD (8,019 acres). Thus, the covenants provide yet another layer of government accountability to the electorate.

A. MSCP Mitigation Lands (Pima County and RFCD)

The green areas in Figure 1 are those natural open space properties eligible for use as mitigation land for the Section 10 permit issued to Pima County and the RFCD for the MSCP. The MSCP and Section 10 permit require the County and RFCD to provide perpetual legal protection for those open-space lands that will be used to compensate for impacts caused by County, RFCD and private sector activities. The lands intended to be used for MSCP mitigation are already owned in fee-simple by either the County or the RFCD, and most were acquired using voter-approved bonds for open space and flood prone land. Collectively, these lands comprise part of the mitigation against which future development, both public and private, will draw to offset effects to endangered species under the Section 10 permit. No privately owned lands are included in this action, nor are any County-held state and federal grazing leases.

The restrictive covenants to be placed on the County-owned MSCP mitigation lands are provided in master agreements at Attachments C and D. The covenants include a third-party beneficiary who can enforce the restrictions if it ever becomes necessary. These restrictive covenants do not and cannot prevent sale of the land by a future Board, nor do they prevent condemnation by authorities such as the State for public highways or utilities for transmission lines. Any sale would, however, be subject to the restrictive covenants. The covenants and the inclusion of a third-party beneficiary will serve as mechanisms to hold the two permittees, Pima County and the RFCD, accountable for ensuring that all future, discretionary uses of the land are compatible with the mitigation commitment under the Section 10 Permit.

The third-party beneficiary for both types of covenants will be the Arizona Land and Water Trust (ALWT), which will provide services pursuant to an agreement to be approved by a separate Board Agenda item (see below). The ALWT is a nationally-recognized organization working to preserve southern Arizona's western landscapes, wildlife habitat, and working farms and ranches. Their role will be primarily as a referee to ensure that any changes made by Pima County or the District are consistent with the terms of the agreement. It is essential to have a third party involved because the County and RFCD are administered by the same elected members, who sit as both the Board of Supervisors and the RFCD Board of Directors. Should violations occur, the covenants contemplate the ALWT will work with the County and RFCD to remedy the situation.

Written concurrence of the Service is required if the County or RFCD ever wish to amend the MSCP covenants. The Service is <u>not</u> a party to the conservation lands that are not currently identified for MSCP mitigation.

B. <u>Conservation Lands (Pima County and RFCD)</u>

Restrictive covenants are also to be used to protect certain County and RFCD conservation lands, not currently identified as MSCP mitigation lands, against incompatible development to honor voter and donor intentions; but with fewer restrictions, particularly on recreational development. The terms of these restrictions are provided in Attachments E and F. This will provide County and RFCD land managers with an important reference for compatible uses for these lands that were acquired or donated for conservation purposes and enjoyment of their natural and cultural values. These use restrictions are more flexible to accommodate future needs as compared to those than the MSCP restrictions. It is conceivable some of these conservation lands might ultimately be used for MSCP mitigation; in which case, the covenants would be altered to meet the restrictions on other MSCP lands.

Figure 1 (in red) illustrates the location all of the conservation lands being restricted against future, incompatible land uses. These lands are more fully described in the map label key on Attachment A and the parcel-level list at Attachment B. The map color indicates whether MSCP or Conservation Lands covenants are being applied to a particular parcel. The covenants

themselves (Attachments C through F) are subdivided according to whether the parcel is owned by Pima County or the RFCD.

C. County Lands Not Included in This Action (Pima County and RFCD)

Not all County-controlled open space lands are being protected through this action. The reasons for not placing any legal protections on these properties are varied and include the following:

a. Certain lands may be used to establish a mitigation bank for impacts to Waters of the United States under the Clean Water Act, requiring a separate kind of legal protection;

b. Certain park lands may be developed for active recreational enterprises that would be inconsistent with natural open space conservation goals;

c. Certain lands under current operation agreements with County and RFCD are excluded, such as Old Tucson, Colossal Cave, Mission Garden and the Arizona-Sonora Desert Museum;

d. Certain floodprone lands may be sold or developed in the future or managed to minimize flood risks in a way that would be incompatible with deriving mitigation credits.

2. General Services Agreement with Arizona Land & Water Trust (RFCD and Sustainability and Conservation Office)

As stated above, the Section 10(a)(1)(B) permit for the Pima County MSCP requires perpetual legal protection of the restricted properties that will be used to mitigate impacts caused by County, RFCD, and private sector activities covered under the Section10 Permit. As part of a separate, but related, action before the Boards of County and District, restrictive covenants between the RFCD and County have been proposed to restrict future incompatible land use and to ensure mitigation and conservation values are maintained. The restrictive covenants designate the ALWT as the third-party beneficiary with the right to ensure the terms of the restrictive covenants are upheld.

ALWT is a local entity experienced in land management whose staff and Board are familiar with many of the County and RFCD lands identified as mitigation and conservation land. They have experience in protecting conservation values and understand the range of purposes for which these lands have been acquired. They have acted as a land trust for various private property owners and ranchers in southern Arizona.

This Service Agreement provides funding from the RFCD and County to perform the work identified in the scope of work required of ALWT pursuant to the Covenants. The Service

Agreements are funded separately by the RFCD and County because they are separate landowners.

3. Fee Ordinance for Providing Section 10 Coverage to Private Sector Development (Sustainability and Conservation Office)

The Section 10 permit and the MSCP as approved by the Service provide private development projects with the opportunity to receive the same benefits and certainty in complying with the ESA as County and RFCD projects. The Certificate of Coverage Program (Program), to be administered by the Office of Sustainability and Conservation (OSC), establishes the procedures and requirements necessary for the County to extend Section 10 coverage to private development projects and reflects extensive input from stakeholders received over the last 16 years.

On July 15, 2016, the Board received a memorandum describing the details of this voluntary program; it is attached for your reference (Attachment G). Included in that memorandum is my direction to staff to develop a fee ordinance to recover certain costs of providing Section10 permit coverage to private development. Therefore, the Office of Sustainability and Conservation is requesting the Board of Supervisors adopt Ordinance No. 2016-____ to apply fees pursuant to its authority under A.R.S. § 11-251.05 and§ 11-251.08, in order to cover staff time and services required to administer certain elements of the Program. These are new fees ($720 Application and $2,450 for County staff monitoring of any MSCP mitigation land set aside by the developer). This fee will apply only to those subdivisions or commercial or industrial facility developments that require a Pima County Development Services site construction permit and that voluntarily participate in the Program via the "Opt-in" process.

4. Affirmation of County Parks (Natural Resources Parks and Recreation)

Also on the October 18, 2016 Board Agenda is the request for approval of a joint Resolution of the Board of Supervisors and RFCD Board of Directors pertaining to the designation and reaffirmation of certain County- and RFCD-owned Lands as County Parks as allowed by A.R.S. Section 11-932.

This Resolution is intended to complement the County Conservation Lands Restrictive Covenant items also scheduled for the October 18 meeting. While the Restrictive Covenant discussion relates primarily to the future uses of County conservation lands, the Designation and Reaffirmation Resolution primarily provides the tools to allow for the effective day-to-day management of activities by the public on those properties. Many of the lands listed in the attached Resolution (Attachment H) are presently being used by the public, whether for passive recreation, such as hiking or birding, or for more intensive recreational uses like river parks and are being managed to some degree for these kinds of recreational activities by the County and/or the RFCD. However, research of historical data did not indicate a formal acceptance by the Board of Supervisors of those lands as parks in numerous cases. Such acceptance and

designation of certain County lands as parks, along with the addition of select RFCD properties, is essential to add an additional element of land management authority for the County and District to manage activities on these lands being currently used for recreational purposes. That level of authority to allow for the proper management of public activities occurring on the listed properties is authorized via the implementation of locally-adopted Park Rules as allowed under A.R.S. section 11-935 and County Ordinances. Without this, law enforcement personnel lack a consolidated regulatory authority to regulate visitor use through park rules.

Once the Board has affirmed these properties as County Parks, a public process to draft new park Rules will begin in early 2017 to cover the diversity of uses these lands serve and to protect the values for which they were acquired.

Recommendation

I recommend the Board of Supervisors approve the above related Agenda Items to fulfill the Multi-Species Conservation Plan requirements for long-term protection of certain County-owned and Regional Flood Control District-owned conservation lands and to begin the implementation of the Multi-Species Conservation Plan. These Agenda items include:

1. Restrictive Covenants on County-owned and Regional Flood Control District-owned Conservation Lands
2. Service Agreements with the Arizona Land and Water Trust to serve as the third-party beneficiary on the Covenants
3. Ordinance No. 2016-____ to adopt fees to provide coverage to the private sector under the Certificate of Coverage Program pursuant to A.R.S. § 11-251.05 and § 11-251.08.
4. Joint Resolution 2016- _____ for the affirmation of certain County-owned and Regional Flood Control District-owned lands as parks.

Respectfully submitted,

C.H. Huckelberry
County Administrator

CHH/mjk – October 13, 2016

Attachments

Figure 1: Map

MSCP Mitigation and Conservation Lands

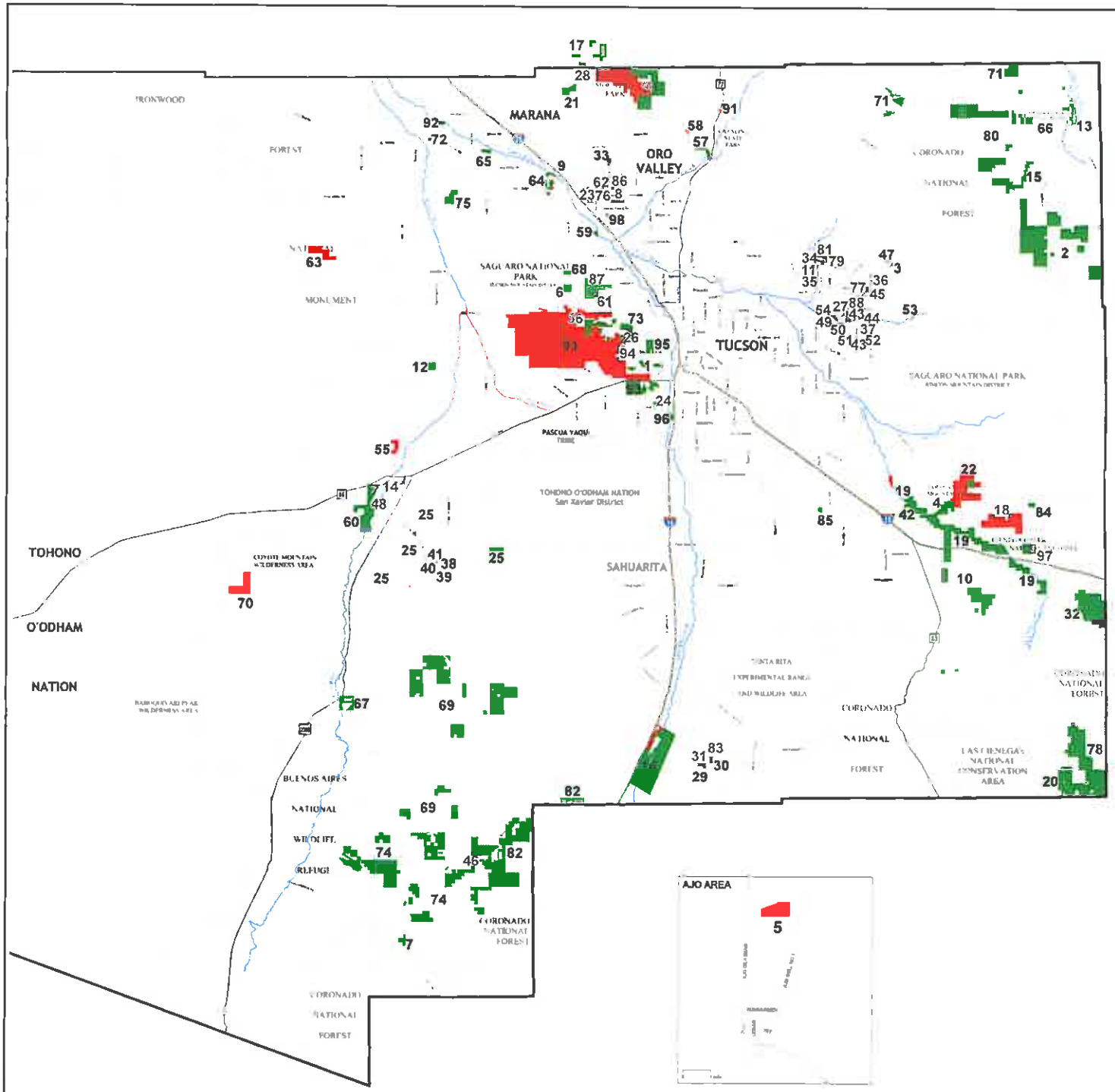


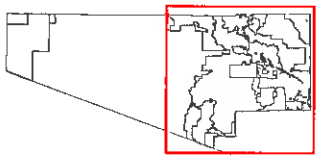
FIGURE 1
Restrictive Covenants by Type

MSCP Restrictive Covenant (64,487 acres)

Conservation Land Restrictive Covenant (26,953 acres)

See associated spreadsheet for key to preserve labels.

Pima County Index Map



PIMA COUNTY

GEOGRAPHIC INFORMATION SYSTEMS

10/6/2016

Attachment A:

Key to Map of MSCP Mitigation and County Conservation Lands

Attachment A: Key to Map Labels

Property	Acres	Map ID
36TH STREET CORRIDOR	219.0	1
A7 RANCH	6,324.1	2
AGUA CALIENTE CREEK	24.7	3
AGUA VERDE CREEK	470.2	4
AJO	265.6	5
ANDRADA	158.0	6
ARIVACA OPEN SPACE	124.1	7
ARTHUR PACK OS	161.5	8
AVRA VALLEY I-10 WILDLIFE CORRIDOR	48.0	9
BAR V RANCH	1,775.8	10
BEAR CREEK RANCH	17.3	11
BEE	160.2	12
BINGHAM CIENEGA NATURAL PRESERVE	267.8	13
BUCKELEW PROPERTIES	590.3	14
BUEHMAN CANYON	1,057.1	15
CANOA RANCH	4,468.5	16
CARPENTER RANCH	660.7	17
CIENEGA CORRIDOR	1,690.5	18
CIENEGA CREEK NATURAL PRESERVE	4,181.5	19
CLYNE RANCH	877.0	20
COCHIE CANYON	287.9	21
COLOSSAL CAVE MOUNTAIN PARK	1,945.8	22
CORTARO-HARTMAN	49.0	23
DAKOTA WASH	23.7	24
DIAMOND BELL RANCH	182.8	25
DOS PICOS	59.5	26
DOUCETTE	21.1	27
DYBVIG	109.6	28
ELEPHANT HEAD SEC.15 MIT. LANDS	39.9	29
ELEPHANT HEAD SEC.15 MIT. LANDS (EASELY)	43.8	30
ELEPHANT HEAD SEC.15 MIT. LANDS (KREUTZ)	78.8	31
EMPIRITA RANCH	2,715.2	32
ESTHER AND DAVID TANG	40.4	33
FLAP 1020	31.3	34
FLAP 1021	3.4	35
FLAP 1023	8.5	36
FLAP 1026	4.2	37
FLAP 1078	1.4	38
FLAP 1079	1.1	39
FLAP 1080	1.0	40
FLAP 1081	1.2	41
FLAP 1227	8.2	42
FLAP 1238	5.2	43
FLAP 1253	1.8	44

FLAP 1255	69.3	45
FLAP 1777	30.8	46
FLAP 1812	12.6	47
FLAP 2080	41.3	48
FLAP 265	45.0	49
FLAP 266	24.5	50
FLAP 268	4.0	51
FLAP 269	4.2	52
FLAP 271	7.0	53
FLAP 272	3.8	54
FLAP 990	231.3	55
HOLDEN DONATION	18.4	56
HONEY BEE BIOLOGICAL CORRIDOR	146.7	57
HONEY BEE VILLAGE ARCHAEOLOGICAL PRESERVE	12.7	58
INA PRESERVE (CR)	54.1	59
KING 98 RANCH	1,039.8	60
LAZY C RANCH ESTATES	3.3	61
LINDA VISTA/PATRICK PROPERTY	9.3	62
LORDS RANCH	638.7	63
LOS MORTEROS	233.3	64
LOWER SANTA CRUZ REPLENISHMENT	107.4	65
M DIAMOND RANCH	601.7	66
MADERA HIGHLANDS	380.1	67
MALCOLMSON DONATION	62.8	68
MARLEY RANCH	6,328.7	69
OLD HAYHOOK RANCH	838.5	70
ORACLE RIDGE	1,018.5	71
OS PARK	40.2	72
PAINTED HILLS	285.1	73
RANCHO SECO	9,683.1	74
RB PARCELS	327.4	75
REID PARCEL	3.3	76
SAN DOMINGO FLOOD PRONE AREA	14.4	77
SANDS RANCH	5,033.4	78
SEGURSON DONATION	150.8	79
SIX BAR RANCH	3,285.3	80
SNEED PARCEL	14.0	81
SOPORI RANCH	4,124.9	82
SOUTH WILMOT LLC	35.5	83
SOUTHEAST CORRIDOR	142.0	84
SOUTHEAST REGIONAL PARK (PPC)	52.8	85
STEVENS	34.3	86
SWEETWATER PRESERVE	894.4	87
TANQUE VERDE & HOUGHTON PARTNERS LLC	77.7	88
TERRA RANCHO GRANDE	72.6	89
TORTOLITA MOUNTAIN PARK	5,351.5	90
TREEHOUSE	6.3	91

TRICO-MARANA BRIDGE	78.2	92
TUCSON MOUNTAIN PARK	19,737.6	93
TUCSON MOUNTAIN PARK BIOLOGICAL CORRIDOR	9.9	94
TUMAMOC	277.0	95
VALENCIA ARCHAEOLOGICAL PRESERVE	67.1	96
WALDEN	446.4	97
DOT SECTION 7	19.6	98
	91,440.1	

Attachment B:

Key to Mitigation and Conservation Parcels

Attachment B: Key to Parcel-level Detail

Property	APN	Acres	Owner	Covenant Type
36TH STREET CORRIDOR	118033370	20.4	Pima County	MSCP
36TH STREET CORRIDOR	118033360	20.5	Pima County	MSCP
36TH STREET CORRIDOR	118033380	20.1	Pima County	MSCP
36TH STREET CORRIDOR	118071280	0.5	Pima County	MSCP
36TH STREET CORRIDOR	118071290	0.5	Pima County	MSCP
36TH STREET CORRIDOR	118071340	0.6	Pima County	MSCP
36TH STREET CORRIDOR	118071300	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071350	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071380	0.5	Pima County	MSCP
36TH STREET CORRIDOR	118071390	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071400	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071410	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071420	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118072730	3.9	Pima County	MSCP
36TH STREET CORRIDOR	118072190	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072180	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072390	0.7	Pima County	MSCP
36TH STREET CORRIDOR	118072170	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071360	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072160	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072200	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118072390	1.3	Pima County	MSCP
36TH STREET CORRIDOR	118072150	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071330	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118072140	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072130	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071270	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072120	0.2	Pima County	MSCP
36TH STREET CORRIDOR	11803335A	17.2	Pima County	MSCP
36TH STREET CORRIDOR	118071130	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072720	2.0	Pima County	MSCP
36TH STREET CORRIDOR	118072110	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072210	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071370	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071310	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071140	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072230	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072220	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118072100	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072090	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072080	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072070	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072060	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071150	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071430	0.3	Pima County	MSCP

36TH STREET CORRIDOR	118071320	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071160	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072270	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071440	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072240	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071170	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072050	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072280	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072390	8.7	Pima County	MSCP
36TH STREET CORRIDOR	118071250	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071260	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071180	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071240	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071450	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072040	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071230	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072260	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071190	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072250	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071460	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071220	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071200	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071480	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071470	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071210	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072290	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072030	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071520	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072020	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072390	0.9	Pima County	MSCP
36TH STREET CORRIDOR	118070670	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071490	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070680	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072390	1.3	Pima County	MSCP
36TH STREET CORRIDOR	118072300	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071510	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071500	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071530	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072010	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071050	0.5	Pima County	MSCP
36TH STREET CORRIDOR	118070690	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072310	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070660	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071060	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071540	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071070	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071080	0.3	Pima County	MSCP

36TH STREET CORRIDOR	118072000	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071610	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071600	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071090	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071590	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071100	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071580	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070700	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071550	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071110	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071040	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071570	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070650	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071120	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118072320	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072330	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118071560	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071990	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071030	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070740	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070730	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070720	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070710	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071020	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071620	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070640	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070750	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071010	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072340	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070760	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071980	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071630	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071640	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071000	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071650	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070770	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070630	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071660	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071670	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070780	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071690	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071680	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071970	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072350	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118070790	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070850	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070860	0.2	Pima County	MSCP

36TH STREET CORRIDOR	118070990	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070870	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072360	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118072390	2.4	Pima County	MSCP
36TH STREET CORRIDOR	118070620	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070880	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070800	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118072390	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071960	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070890	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071780	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071770	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071760	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071750	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071740	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071730	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071720	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071710	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071700	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070610	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070980	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071790	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070820	0.4	Pima County	MSCP
36TH STREET CORRIDOR	118070830	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070900	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071950	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070930	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071800	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070600	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070940	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070810	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070970	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071810	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070910	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070840	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071820	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071830	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071900	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071940	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071920	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071840	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071910	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070920	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118071850	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071860	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071870	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071880	0.2	Pima County	MSCP

36TH STREET CORRIDOR	118072390	0.7	Pima County	MSCP
36TH STREET CORRIDOR	118071890	0.3	Pima County	MSCP
36TH STREET CORRIDOR	118070590	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070960	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118070950	0.2	Pima County	MSCP
36TH STREET CORRIDOR	118071930	0.2	Pima County	MSCP
36TH STREET CORRIDOR	119310460	31.1	Pima County	MSCP
36TH STREET CORRIDOR	119310260	3.3	Pima County	MSCP
36TH STREET CORRIDOR	119310250	1.0	Pima County	MSCP
36TH STREET CORRIDOR	119310470	3.1	Pima County	MSCP
36TH STREET CORRIDOR	119310300	1.7	Pima County	MSCP
36TH STREET CORRIDOR	119310430	1.5	Pima County	MSCP
36TH STREET CORRIDOR	119310310	1.5	Pima County	MSCP
36TH STREET CORRIDOR	119310270	1.6	Pima County	MSCP
36TH STREET CORRIDOR	119310340	2.2	Pima County	MSCP
36TH STREET CORRIDOR	119310280	1.5	Pima County	MSCP
36TH STREET CORRIDOR	119310420	1.2	Pima County	MSCP
36TH STREET CORRIDOR	119310320	1.1	Pima County	MSCP
36TH STREET CORRIDOR	119310290	1.4	Pima County	MSCP
36TH STREET CORRIDOR	119310410	1.8	Pima County	MSCP
36TH STREET CORRIDOR	119310400	1.6	Pima County	MSCP
36TH STREET CORRIDOR	119310330	1.3	Pima County	MSCP
36TH STREET CORRIDOR	119310460	2.3	Pima County	MSCP
36TH STREET CORRIDOR	119310390	1.9	Pima County	MSCP
36TH STREET CORRIDOR	119310360	2.2	Pima County	MSCP
36TH STREET CORRIDOR	119310370	1.8	Pima County	MSCP
36TH STREET CORRIDOR	119310380	1.5	Pima County	MSCP
36TH STREET CORRIDOR	119310350	2.9	Pima County	MSCP
36TH STREET CORRIDOR	119310440	1.8	Pima County	MSCP
36TH STREET CORRIDOR	119310450	1.9	Pima County	MSCP
A7 RANCH	20524011E	636.6	Pima County	MSCP
A7 RANCH	205240140	611.2	Pima County	MSCP
A7 RANCH	205410010	36.7	Pima County	MSCP
A7 RANCH	205410020	1,136.7	Pima County	MSCP
A7 RANCH	20541003A	1,596.7	Pima County	MSCP
A7 RANCH	20541003A	833.3	Pima County	MSCP
A7 RANCH	20541003A	1.3	Pima County	MSCP
A7 RANCH	205410040	159.7	Pima County	MSCP
A7 RANCH	205410050	40.1	Pima County	MSCP
A7 RANCH	20542001A	563.0	Pima County	MSCP
A7 RANCH	205420030	80.5	Pima County	MSCP
A7 RANCH	205410070	628.2	Pima County	MSCP
AGUA CALIENTE CREEK	20529007B	14.6	Pima County	MSCP
AGUA CALIENTE CREEK	20529004A	10.2	Pima County	MSCP
AGUA VERDE CREEK	30603001D	38.7	Pima County	MSCP
AGUA VERDE CREEK	30603001C	37.7	Pima County	MSCP
AGUA VERDE CREEK	306030020	119.9	Pima County	MSCP

AGUA VERDE CREEK	30603001A	79.2	Pima County	MSCP
AGUA VERDE CREEK	30603005C	18.9	Pima County	MSCP
AGUA VERDE CREEK	306030040	155.9	Pima County	MSCP
AGUA VERDE CREEK	30603005B	19.9	Pima County	MSCP
AJO	401010120	265.6	Pima County	Conservation Land
ANDRADA	21451001C	13.9	Pima County	MSCP
ANDRADA	21451001D	144.1	Pima County	MSCP
ARIVACA OPEN SPACE	302241230	18.9	Pima County	MSCP
ARIVACA OPEN SPACE	302241290	40.3	Pima County	MSCP
ARIVACA OPEN SPACE	302241280	39.1	Pima County	MSCP
ARIVACA OPEN SPACE	30228012C	25.7	Pima County	MSCP
ARTHUR PACK OS	225010220	147.0	Pima County	MSCP
ARTHUR PACK OS	22501023B	14.5	Pima County	MSCP
AVRA VALLEY I-10 WILDLIFE CO	22601032C	6.1	RFCD	MSCP
AVRA VALLEY I-10 WILDLIFE CO	22601032B	32.2	RFCD	MSCP
AVRA VALLEY I-10 WILDLIFE CO	22601032D	9.7	Pima County	MSCP
BAR V RANCH	30607002A	150.1	Pima County	MSCP
BAR V RANCH	30615001A	160.3	Pima County	MSCP
BAR V RANCH	30615010A	314.8	Pima County	MSCP
BAR V RANCH	30615011A	314.6	Pima County	MSCP
BAR V RANCH	30615005B	481.0	Pima County	MSCP
BAR V RANCH	30615005A	239.1	Pima County	MSCP
BAR V RANCH	306150070	76.5	Pima County	MSCP
BAR V RANCH	30615008A	39.4	Pima County	MSCP
BEAR CREEK RANCH	114083460	17.3	Pima County	MSCP
BEE	208490030	39.9	Pima County	MSCP
BEE	208490010	40.5	Pima County	MSCP
BEE	208490020	79.8	Pima County	MSCP
BINGHAM CIENEGA NATURAL F	20521002D	267.8	RFCD	MSCP
BUCKELEW PROPERTIES	20854134A	26.6	Pima County	MSCP
BUCKELEW PROPERTIES	30119002D	59.0	Pima County	MSCP
BUCKELEW PROPERTIES	30119005E	6.0	Pima County	MSCP
BUCKELEW PROPERTIES	30119005H	498.7	Pima County	MSCP
BUEHMAN CANYON	20525003D	173.8	RFCD	MSCP
BUEHMAN CANYON	20524011F	198.9	RFCD	MSCP
BUEHMAN CANYON	20523003C	606.6	RFCD	MSCP
BUEHMAN CANYON	20523003D	77.8	RFCD	MSCP
CANOA RANCH	30469053A	475.1	RFCD	MSCP
CANOA RANCH	304690580	943.6	Pima County	MSCP
CANOA RANCH	304690480	71.6	Pima County	MSCP
CANOA RANCH	304690410	159.9	Pima County	MSCP
CANOA RANCH	304690540	7.8	RFCD	MSCP
CANOA RANCH	304690550	110.5	RFCD	MSCP
CANOA RANCH	304690490	49.9	Pima County	MSCP
CANOA RANCH	304690560	184.4	Pima County	MSCP
CANOA RANCH	304690570	1,377.0	Pima County	MSCP
CANOA RANCH	304690520	554.6	RFCD	MSCP

CANOA RANCH	304690500	23.6	Pima County	MSCP
CANOA RANCH	304690510	11.3	Pima County	MSCP
CANOA RANCH	304690400	196.8	Pima County	MSCP
CANOA RANCH	30428001Z	20.0	Pima County	MSCP
CANOA RANCH	30469046A	86.6	Pima County	Conservation Land
CANOA RANCH	304690450	52.3	Pima County	Conservation Land
CANOA RANCH	304690440	60.5	Pima County	Conservation Land
CANOA RANCH	304690430	33.3	Pima County	Conservation Land
CANOA RANCH	304690420	49.8	Pima County	Conservation Land
CARPENTER RANCH	4050270 (Pinal Coun	80.0	Pima County	MSCP
CARPENTER RANCH	4050280 (Pinal Coun	79.9	Pima County	MSCP
CARPENTER RANCH	4050290 (Pinal Coun	79.9	Pima County	MSCP
CARPENTER RANCH	4050320 (Pinal Coun	40.1	Pima County	MSCP
CARPENTER RANCH	405033A (Pinal Coun	80.3	Pima County	MSCP
CARPENTER RANCH	405044P (Pinal Coun	100.2	Pima County	MSCP
CARPENTER RANCH	4050450 (Pinal Coun	200.3	Pima County	MSCP
CIENEGA CORRIDOR	306010170	639.1	Pima County	Conservation Land
CIENEGA CORRIDOR	30601015E	454.1	Pima County	Conservation Land
CIENEGA CORRIDOR	30601016A	435.7	Pima County	Conservation Land
CIENEGA CORRIDOR	30601015E	8.7	Pima County	Conservation Land
CIENEGA CORRIDOR	306010570	153.0	Pima County	Conservation Land
CIENEGA CREEK NATURAL PRES	305122650	192.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30504001J	2.2	Pima County	MSCP
CIENEGA CREEK NATURAL PRES	30504001J	3.0	Pima County	MSCP
CIENEGA CREEK NATURAL PRES	305122640	23.3	Pima County	MSCP
CIENEGA CREEK NATURAL PRES	305122630	7.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	305110200	78.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	305122660	24.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	305122670	17.7	Pima County	MSCP
CIENEGA CREEK NATURAL PRES	30511024D	214.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30588014C	71.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30511024D	47.6	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30517006B	161.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30517001A	25.3	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30516002A	37.2	Pima County	MSCP
CIENEGA CREEK NATURAL PRES	30516002B	0.4	Pima County	MSCP
CIENEGA CREEK NATURAL PRES	30516001C	12.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30516001D	3.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30516001A	18.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30517001B	68.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	305170020	147.6	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30517001C	0.9	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30604001A	51.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30604001A	0.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30604001A	49.6	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30517003A	16.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30517003B	6.2	RFCD	MSCP

CIENEGA CREEK NATURAL PRES	30604001B	32.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30604001A	0.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30604001B	0.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306050010	83.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601021H	0.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601021H	1.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	305170020	0.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601026E	15.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601026E	10.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601026E	14.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30518005B	1.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601026E	0.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601021G	26.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306050020	3.2	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306050040	27.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306080010	48.3	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306080040	303.8	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090020	1.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090020	24.6	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090040	12.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306080030	26.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306080020	2.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090030	0.9	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30609005A	285.9	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090020	5.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090080	4.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306090090	1.0	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30609005A	0.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30616001B	12.5	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30616001A	254.0	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30618004A	166.6	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30615002A	76.0	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30618006E	294.8	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30618006E	6.1	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30618006F	59.9	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30601021J	899.7	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	306060010	93.4	RFCD	MSCP
CIENEGA CREEK NATURAL PRES	30506003X	102.2	RFCD	Conservation Land
CLYNE RANCH	30634006A	39.9	Pima County	MSCP
CLYNE RANCH	30634007A	109.6	Pima County	MSCP
CLYNE RANCH	30634006D	60.2	Pima County	MSCP
CLYNE RANCH	30634006F	100.1	Pima County	MSCP
CLYNE RANCH	30634006G	518.3	Pima County	MSCP
CLYNE RANCH	30634062D	48.9	Pima County	MSCP
COCHIE CANYON	21810005W	130.6	Pima County	MSCP
COCHIE CANYON	21809003A	117.9	Pima County	MSCP
COCHIE CANYON	218090040	39.4	Pima County	MSCP

COLOSSAL CAVE MOUNTAIN P/	306020030	78.8	Pima County	MSCP
COLOSSAL CAVE MOUNTAIN P/	306020040	79.7	Pima County	MSCP
COLOSSAL CAVE MOUNTAIN P/	30601028B	125.2	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	306010290	308.8	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601001C	307.1	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601004B	158.6	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601001A	151.5	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601001B	157.7	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601031B	46.4	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601012A	140.4	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	306020050	119.0	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	306020020	117.9	Pima County	Conservation Land
COLOSSAL CAVE MOUNTAIN P/	30601004A	154.7	Pima County	Conservation Land
CORTARO-HARTMAN	221060260	24.7	Pima County	MSCP
CORTARO-HARTMAN	221060230	19.1	Pima County	MSCP
CORTARO-HARTMAN	221060240	5.1	Pima County	MSCP
DAKOTA WASH	13711428T	22.6	Pima County	MSCP
DAKOTA WASH	13711428T	0.4	Pima County	MSCP
DAKOTA WASH	137150720	0.7	Pima County	MSCP
DIAMOND BELL RANCH	301580010	1.3	Pima County	MSCP
DIAMOND BELL RANCH	301580020	1.0	Pima County	MSCP
DIAMOND BELL RANCH	30119013B	10.2	Pima County	MSCP
DIAMOND BELL RANCH	30121007Q	159.8	Pima County	MSCP
DIAMOND BELL RANCH	30165417B	2.4	Pima County	MSCP
DIAMOND BELL RANCH	301250020	4.7	Pima County	MSCP
DIAMOND BELL RANCH	301704020	3.4	Pima County	Conservation Land
DOS PICOS	11608009B	40.9	Pima County	MSCP
DOS PICOS	116080110	18.5	Pima County	MSCP
DOT SECTION 7	22116027A	9.7	Pima County	MSCP
DOT SECTION 7	22116028A	9.9	Pima County	MSCP
DOUCETTE	13303332B	21.1	Pima County	MSCP
DYBVIG	405044J (Pinal Coun	109.6	Pima County	MSCP
ELEPHANT HEAD SEC.15 MIT. L/	30448002B	39.9	Pima County	MSCP
ELEPHANT HEAD SEC.15 MIT. L/	30447001F	43.8	Pima County	MSCP
ELEPHANT HEAD SEC.15 MIT. L/	30448002A	40.0	Pima County	MSCP
ELEPHANT HEAD SEC.15 MIT. L/	304480030	18.9	Pima County	MSCP
ELEPHANT HEAD SEC.15 MIT. L/	30448006B	10.0	Pima County	MSCP
ELEPHANT HEAD SEC.15 MIT. L/	30448006C	10.0	Pima County	MSCP
EMPIRITA RANCH	30637003C	77.6	Pima County	MSCP
EMPIRITA RANCH	30618008D	757.8	Pima County	MSCP
EMPIRITA RANCH	30618031A	39.6	Pima County	MSCP
EMPIRITA RANCH	30618008E	40.1	Pima County	MSCP
EMPIRITA RANCH	30618029A	427.0	Pima County	MSCP
EMPIRITA RANCH	306180280	80.2	Pima County	MSCP
EMPIRITA RANCH	30618029B	98.0	Pima County	MSCP
EMPIRITA RANCH	30618008F	259.3	Pima County	MSCP
EMPIRITA RANCH	30618029A	109.1	Pima County	MSCP

EMPIRITA RANCH	306180300	40.0	Pima County	MSCP
EMPIRITA RANCH	30618009C	463.6	Pima County	MSCP
EMPIRITA RANCH	306180320	80.4	Pima County	MSCP
EMPIRITA RANCH	30618033A	202.3	Pima County	MSCP
EMPIRITA RANCH	30618033B	40.1	Pima County	MSCP
ESTHER AND DAVID TANG	216040200	40.4	Pima County	MSCP
FLAP 1020	11408004A	31.3	RFCD	MSCP
FLAP 1021	11419010N	3.4	RFCD	MSCP
FLAP 1023	20533046A	8.5	RFCD	MSCP
FLAP 1026	133010490	4.2	RFCD	MSCP
FLAP 1078	301641550	1.4	RFCD	MSCP
FLAP 1079	301640980	1.1	RFCD	MSCP
FLAP 1080	301640970	1.0	RFCD	MSCP
FLAP 1081	301641560	1.2	RFCD	MSCP
FLAP 1227	305122680	8.2	RFCD	MSCP
FLAP 1238	133010540	5.2	RFCD	MSCP
FLAP 1253	205520320	1.8	RFCD	MSCP
FLAP 1255	205362250	69.3	RFCD	MSCP
FLAP 1777	30256003N	30.8	RFCD	MSCP
FLAP 1812	20529008D	4.8	RFCD	MSCP
FLAP 1812	20529008E	7.7	RFCD	MSCP
FLAP 2080	30119005C	41.3	RFCD	MSCP
FLAP 265	133032860	45.0	RFCD	MSCP
FLAP 266	13303285B	24.5	RFCD	MSCP
FLAP 268	13301055A	4.0	RFCD	MSCP
FLAP 269	13301055B	4.2	RFCD	MSCP
FLAP 271	205450710	7.0	RFCD	MSCP
FLAP 272	13303282L	3.8	RFCD	MSCP
FLAP 990	208540210	231.3	RFCD	Conservation Land
HOLDEN DONATION	21206094A	3.4	Pima County	MSCP
HOLDEN DONATION	21206094B	3.4	Pima County	MSCP
HOLDEN DONATION	21206094E	3.6	Pima County	MSCP
HOLDEN DONATION	21206094C	3.8	Pima County	MSCP
HOLDEN DONATION	21206094D	4.2	Pima County	MSCP
HONEY BEE BIOLOGICAL CORRI	219209180	52.9	Pima County	MSCP
HONEY BEE BIOLOGICAL CORRI	22004006G	86.8	Pima County	MSCP
HONEY BEE BIOLOGICAL CORRI	22004007C	7.0	Pima County	MSCP
HONEY BEE VILLAGE ARCHAEOI	219544630	12.7	Pima County	Conservation Land
INA PRESERVE (CR)	21404042G	54.1	Pima County	MSCP
KING 98 RANCH	30118001A	685.0	Pima County	MSCP
KING 98 RANCH	30119005B	354.7	Pima County	MSCP
LAZY C RANCH ESTATES	214540130	3.3	Pima County	MSCP
LINDA VISTA/PATRICK PROPER	216300200	9.3	Pima County	MSCP
LORDS RANCH	208370060	200.0	Pima County	Conservation Land
LORDS RANCH	20837012A	40.2	Pima County	Conservation Land
LORDS RANCH	20837008B	39.8	Pima County	Conservation Land
LORDS RANCH	208370050	120.0	Pima County	Conservation Land

LORDS RANCH	208370130	39.3	Pima County	Conservation Land
LORDS RANCH	208370090	38.8	Pima County	Conservation Land
LORDS RANCH	208370100	38.5	Pima County	Conservation Land
LORDS RANCH	20837008A	6.3	Pima County	Conservation Land
LORDS RANCH	208370180	38.9	Pima County	Conservation Land
LORDS RANCH	208370170	19.2	Pima County	Conservation Land
LORDS RANCH	208370160	19.7	Pima County	Conservation Land
LORDS RANCH	208370140	19.6	Pima County	Conservation Land
LORDS RANCH	208370150	18.5	Pima County	Conservation Land
LOS MORTEROS	226010160	40.1	Pima County	MSCP
LOS MORTEROS	22603033K	37.1	Pima County	MSCP
LOS MORTEROS	22604015B	45.6	RFCD	MSCP
LOS MORTEROS	22604037B	10.1	RFCD	MSCP
LOS MORTEROS	22603036A	31.4	Pima County	MSCP
LOS MORTEROS	22603033M	6.4	Pima County	MSCP
LOS MORTEROS	226030350	3.5	Pima County	MSCP
LOS MORTEROS	22102003B	26.0	Pima County	MSCP
LOS MORTEROS	22604014C	10.0	RFCD	Conservation Land
LOS MORTEROS	22603038E	11.4	Pima County	Conservation Land
LOS MORTEROS	22605014A	0.7	Pima County	Conservation Land
LOS MORTEROS	22605013A	0.5	Pima County	Conservation Land
LOS MORTEROS	22605011A	0.5	Pima County	Conservation Land
LOS MORTEROS	22605012A	0.6	Pima County	Conservation Land
LOS MORTEROS	22605015A	0.7	Pima County	Conservation Land
LOS MORTEROS	22605010A	0.5	Pima County	Conservation Land
LOS MORTEROS	22605009A	0.5	Pima County	Conservation Land
LOS MORTEROS	22605058A	0.9	Pima County	Conservation Land
LOS MORTEROS	22605016A	0.7	Pima County	Conservation Land
LOS MORTEROS	22605059A	0.6	Pima County	Conservation Land
LOS MORTEROS	22605060A	0.4	Pima County	Conservation Land
LOS MORTEROS	22605017A	0.5	Pima County	Conservation Land
LOS MORTEROS	22605057A	0.4	Pima County	Conservation Land
LOS MORTEROS	226050740	0.4	Pima County	Conservation Land
LOS MORTEROS	226050750	0.4	Pima County	Conservation Land
LOS MORTEROS	226050760	0.4	Pima County	Conservation Land
LOS MORTEROS	226050770	0.4	Pima County	Conservation Land
LOS MORTEROS	226050780	0.4	Pima County	Conservation Land
LOS MORTEROS	226050400	0.4	Pima County	Conservation Land
LOS MORTEROS	226050390	0.4	Pima County	Conservation Land
LOS MORTEROS	226050380	0.4	Pima County	Conservation Land
LOS MORTEROS	22605152B	0.4	Pima County	Conservation Land
LOS MORTEROS	22605152A	0.4	Pima County	Conservation Land
LOS MORTEROS	22605152C	0.4	Pima County	Conservation Land
LOWER SANTA CRUZ REPLENISI	21503011C	43.5	RFCD	MSCP
LOWER SANTA CRUZ REPLENISI	21504001V	63.9	RFCD	MSCP
M DIAMOND RANCH	205190020	38.2	Pima County	MSCP
M DIAMOND RANCH	205170030	40.1	Pima County	MSCP

M DIAMOND RANCH	20520004D	23.2	RFCD	MSCP
M DIAMOND RANCH	20517002D	2.2	RFCD	MSCP
M DIAMOND RANCH	20517005P	20.9	Pima County	MSCP
M DIAMOND RANCH	20517005L	17.2	RFCD	MSCP
M DIAMOND RANCH	20521002F	17.8	RFCD	MSCP
M DIAMOND RANCH	205170120	86.5	Pima County	MSCP
M DIAMOND RANCH	20521002E	0.2	RFCD	MSCP
M DIAMOND RANCH	20517004D	20.2	Pima County	MSCP
M DIAMOND RANCH	20517004B	20.0	Pima County	MSCP
M DIAMOND RANCH	20517004A	19.9	Pima County	MSCP
M DIAMOND RANCH	20517005Q	26.4	Pima County	MSCP
M DIAMOND RANCH	20517007H	39.5	Pima County	MSCP
M DIAMOND RANCH	20517007G	39.9	Pima County	MSCP
M DIAMOND RANCH	20517007E	30.9	Pima County	MSCP
M DIAMOND RANCH	20517007C	39.6	Pima County	MSCP
M DIAMOND RANCH	20517007A	20.8	Pima County	MSCP
M DIAMOND RANCH	205170200	19.3	Pima County	MSCP
M DIAMOND RANCH	205170080	40.4	RFCD	MSCP
M DIAMOND RANCH	20517007B	20.4	RFCD	MSCP
M DIAMOND RANCH	20517007D	9.0	Pima County	MSCP
M DIAMOND RANCH	20517010K	2.1	RFCD	MSCP
M DIAMOND RANCH	20517010J	2.0	RFCD	MSCP
M DIAMOND RANCH	20517010H	4.9	Pima County	MSCP
MADERA HIGHLANDS	30140002C	286.0	Pima County	MSCP
MADERA HIGHLANDS	30140002B	5.6	Pima County	MSCP
MADERA HIGHLANDS	30140002D	88.5	Pima County	MSCP
MALCOLMSON DONATION	21438001B	62.8	Pima County	MSCP
MARLEY RANCH	30141001B	606.1	Pima County	MSCP
MARLEY RANCH	30144001B	389.0	Pima County	MSCP
MARLEY RANCH	30144001B	48.5	Pima County	MSCP
MARLEY RANCH	30144001B	9.7	Pima County	MSCP
MARLEY RANCH	301450010	639.4	Pima County	MSCP
MARLEY RANCH	30141002C	1,176.5	Pima County	MSCP
MARLEY RANCH	30146017C	586.2	Pima County	MSCP
MARLEY RANCH	301460150	160.1	Pima County	MSCP
MARLEY RANCH	301460180	475.6	Pima County	MSCP
MARLEY RANCH	301460210	638.1	Pima County	MSCP
MARLEY RANCH	301460240	156.4	Pima County	MSCP
MARLEY RANCH	30146023B	39.3	Pima County	MSCP
MARLEY RANCH	30156002B	528.9	Pima County	MSCP
MARLEY RANCH	301550020	315.6	Pima County	MSCP
MARLEY RANCH	302110010	284.6	Pima County	MSCP
MARLEY RANCH	30208001B	274.6	Pima County	MSCP
OLD HAYHOOK RANCH	30124002A	162.4	Pima County	Conservation Land
OLD HAYHOOK RANCH	30124004A	505.3	Pima County	Conservation Land
OLD HAYHOOK RANCH	30124003A	170.8	Pima County	Conservation Land
ORACLE RIDGE	20516001D	161.2	Pima County	MSCP

ORACLE RIDGE	20516001A	150.3	Pima County	MSCP
ORACLE RIDGE	20516001C	226.4	Pima County	MSCP
ORACLE RIDGE	205040010	20.4	Pima County	MSCP
ORACLE RIDGE	205040030	20.9	Pima County	MSCP
ORACLE RIDGE	205070030	13.5	Pima County	MSCP
ORACLE RIDGE	205060050	20.3	Pima County	MSCP
ORACLE RIDGE	205060110	6.2	Pima County	MSCP
ORACLE RIDGE	205060060	18.9	Pima County	MSCP
ORACLE RIDGE	20506012A	7.6	Pima County	MSCP
ORACLE RIDGE	20506012A	1.0	Pima County	MSCP
ORACLE RIDGE	20506013A	5.0	Pima County	MSCP
ORACLE RIDGE	205060050	0.0	Pima County	MSCP
ORACLE RIDGE	205060060	1.2	Pima County	MSCP
ORACLE RIDGE	20506013B	4.1	Pima County	MSCP
ORACLE RIDGE	20506014A	12.5	Pima County	MSCP
ORACLE RIDGE	205060220	20.4	Pima County	MSCP
ORACLE RIDGE	20506015A	19.5	Pima County	MSCP
ORACLE RIDGE	205060230	15.2	Pima County	MSCP
ORACLE RIDGE	205060160	20.6	Pima County	MSCP
ORACLE RIDGE	20506009A	5.2	Pima County	MSCP
ORACLE RIDGE	20506008A	15.3	Pima County	MSCP
ORACLE RIDGE	205060070	17.7	Pima County	MSCP
ORACLE RIDGE	205060170	20.5	Pima County	MSCP
ORACLE RIDGE	205060210	20.2	Pima County	MSCP
ORACLE RIDGE	205060180	17.2	Pima County	MSCP
ORACLE RIDGE	205060200	20.6	Pima County	MSCP
ORACLE RIDGE	205060190	18.0	Pima County	MSCP
ORACLE RIDGE	205120020	13.7	Pima County	MSCP
ORACLE RIDGE	205120060	21.1	Pima County	MSCP
ORACLE RIDGE	205120090	20.7	Pima County	MSCP
ORACLE RIDGE	205120080	21.0	Pima County	MSCP
ORACLE RIDGE	205120070	20.8	Pima County	MSCP
ORACLE RIDGE	205120110	20.8	Pima County	MSCP
ORACLE RIDGE	205120100	20.5	Pima County	MSCP
OS PARK	208230260	40.2	Pima County	MSCP
PAINTED HILLS	116071250	37.4	Pima County	MSCP
PAINTED HILLS	11604164A	30.1	Pima County	MSCP
PAINTED HILLS	11604164B	5.5	Pima County	MSCP
PAINTED HILLS	116090060	150.9	Pima County	MSCP
PAINTED HILLS	11608001C	61.1	Pima County	MSCP
RANCHO SECO	30208002A	327.3	Pima County	MSCP
RANCHO SECO	30208002G	363.6	Pima County	MSCP
RANCHO SECO	30208003F	221.2	Pima County	MSCP
RANCHO SECO	30208004C	180.0	Pima County	MSCP
RANCHO SECO	30208004E	165.8	Pima County	MSCP
RANCHO SECO	302110040	186.1	Pima County	MSCP
RANCHO SECO	302110240	443.7	Pima County	MSCP

RANCHO SECO	30213001B	34.2	Pima County	MSCP
RANCHO SECO	302110050	247.0	Pima County	MSCP
RANCHO SECO	30208002C	363.3	Pima County	MSCP
RANCHO SECO	30208002D	81.8	Pima County	MSCP
RANCHO SECO	30208003E	236.0	Pima County	MSCP
RANCHO SECO	30204001A	239.5	Pima County	MSCP
RANCHO SECO	30211041A	46.2	Pima County	MSCP
RANCHO SECO	30203007A	81.0	Pima County	MSCP
RANCHO SECO	30208020B	21.0	Pima County	MSCP
RANCHO SECO	30213003E	0.3	Pima County	MSCP
RANCHO SECO	302040050	19.7	Pima County	MSCP
RANCHO SECO	30211040A	35.6	Pima County	MSCP
RANCHO SECO	302040060	20.6	Pima County	MSCP
RANCHO SECO	30208002E	82.2	Pima County	MSCP
RANCHO SECO	30203008A	39.7	Pima County	MSCP
RANCHO SECO	302040070	20.8	Pima County	MSCP
RANCHO SECO	302040030	18.4	Pima County	MSCP
RANCHO SECO	302040040	20.6	Pima County	MSCP
RANCHO SECO	30211010A	280.9	Pima County	MSCP
RANCHO SECO	302560010	73.5	Pima County	MSCP
RANCHO SECO	302070150	18.6	Pima County	MSCP
RANCHO SECO	30208006G	546.1	Pima County	MSCP
RANCHO SECO	30208006F	312.8	Pima County	MSCP
RANCHO SECO	30206001A	122.6	Pima County	MSCP
RANCHO SECO	302060020	17.0	Pima County	MSCP
RANCHO SECO	30208005B	320.8	Pima County	MSCP
RANCHO SECO	302070020	17.9	Pima County	MSCP
RANCHO SECO	302070110	10.1	Pima County	MSCP
RANCHO SECO	302070120	16.1	Pima County	MSCP
RANCHO SECO	30256003C	33.8	Pima County	MSCP
RANCHO SECO	302070130	21.0	Pima County	MSCP
RANCHO SECO	302070030	6.9	Pima County	MSCP
RANCHO SECO	302070040	2.2	Pima County	MSCP
RANCHO SECO	302070100	18.1	Pima County	MSCP
RANCHO SECO	302060030	20.4	Pima County	MSCP
RANCHO SECO	302070040	9.2	Pima County	MSCP
RANCHO SECO	302560180	163.0	Pima County	MSCP
RANCHO SECO	302070030	4.8	Pima County	MSCP
RANCHO SECO	302070090	17.2	Pima County	MSCP
RANCHO SECO	302070140	9.4	Pima County	MSCP
RANCHO SECO	302070050	10.8	Pima County	MSCP
RANCHO SECO	302060040	10.2	Pima County	MSCP
RANCHO SECO	302070160	20.7	Pima County	MSCP
RANCHO SECO	302060050	18.9	Pima County	MSCP
RANCHO SECO	30208006D	165.7	Pima County	MSCP
RANCHO SECO	302070080	14.8	Pima County	MSCP
RANCHO SECO	302060060	20.7	Pima County	MSCP

RANCHO SECO	302070060	19.4	Pima County	MSCP
RANCHO SECO	302060070	19.1	Pima County	MSCP
RANCHO SECO	30211012B	161.4	Pima County	MSCP
RANCHO SECO	302110090	105.1	Pima County	MSCP
RANCHO SECO	302060090	20.6	Pima County	MSCP
RANCHO SECO	302100010	10.5	Pima County	MSCP
RANCHO SECO	302070070	12.9	Pima County	MSCP
RANCHO SECO	302060080	5.1	Pima County	MSCP
RANCHO SECO	302060110	20.7	Pima County	MSCP
RANCHO SECO	302100010	5.8	Pima County	MSCP
RANCHO SECO	302060100	16.6	Pima County	MSCP
RANCHO SECO	302060130	20.7	Pima County	MSCP
RANCHO SECO	302060120	20.4	Pima County	MSCP
RANCHO SECO	30211013B	79.3	Pima County	MSCP
RANCHO SECO	30211013A	46.7	Pima County	MSCP
RANCHO SECO	302060140	10.9	Pima County	MSCP
RANCHO SECO	30208005A	42.7	Pima County	MSCP
RANCHO SECO	302110200	580.2	Pima County	MSCP
RANCHO SECO	302110190	150.1	Pima County	MSCP
RANCHO SECO	302110150	76.6	Pima County	MSCP
RANCHO SECO	302110140	231.2	Pima County	MSCP
RANCHO SECO	302080080	322.5	Pima County	MSCP
RANCHO SECO	30208006E	305.3	Pima County	MSCP
RANCHO SECO	30208005C	329.0	Pima County	MSCP
RANCHO SECO	302080070	80.4	Pima County	MSCP
RANCHO SECO	302310030	204.9	Pima County	MSCP
RANCHO SECO	302240030	238.2	Pima County	MSCP
RANCHO SECO	302240040	40.1	Pima County	MSCP
RANCHO SECO	302240090	39.9	Pima County	MSCP
RANCHO SECO	302250030	20.7	Pima County	MSCP
RANCHO SECO	302240100	77.6	Pima County	MSCP
RANCHO SECO	302580010	83.1	Pima County	MSCP
RANCHO SECO	302240130	163.5	Pima County	MSCP
RANCHO SECO	30258002B	131.8	Pima County	MSCP
RANCHO SECO	30258003B	57.8	Pima County	MSCP
RANCHO SECO	302241690	39.3	Pima County	MSCP
RANCHO SECO	30213001B	93.3	Pima County	MSCP
RB PARCELS	21519002J	49.8	RFCD	MSCP
RB PARCELS	21519002D	80.0	RFCD	MSCP
RB PARCELS	21519005C	197.6	RFCD	MSCP
REID PARCEL	21630019F	3.3	Pima County	MSCP
SAN DOMINGO FLOOD PRONE	20536069B	6.7	Pima County	MSCP
SAN DOMINGO FLOOD PRONE	20536137C	7.7	Pima County	MSCP
SANDS RANCH	30634040E	4,875.8	Pima County	MSCP
SANDS RANCH	30634020C	77.8	Pima County	MSCP
SANDS RANCH	30634020B	79.9	Pima County	MSCP
SEGURSON DONATION	11408003E	125.3	RFCD	MSCP

SEGURSON DONATION	11408006A	25.5	RFCD	MSCP
SIX BAR RANCH	20516002C	637.2	Pima County	MSCP
SIX BAR RANCH	20516002B	631.2	Pima County	MSCP
SIX BAR RANCH	20516003A	175.4	Pima County	MSCP
SIX BAR RANCH	20516002F	79.6	Pima County	MSCP
SIX BAR RANCH	20516002E	319.6	Pima County	MSCP
SIX BAR RANCH	20516002D	319.9	Pima County	MSCP
SIX BAR RANCH	205230010	116.5	Pima County	MSCP
SIX BAR RANCH	205230040	361.1	Pima County	MSCP
SIX BAR RANCH	205230020	644.9	Pima County	MSCP
SNEED PARCEL	11408008C	14.0	RFCD	MSCP
SOPORI RANCH	30430015C	489.1	Pima County	MSCP
SOPORI RANCH	30211002J	539.6	Pima County	MSCP
SOPORI RANCH	30211002J	3.6	Pima County	MSCP
SOPORI RANCH	30211002M	311.3	Pima County	MSCP
SOPORI RANCH	30211002J	11.4	Pima County	MSCP
SOPORI RANCH	30212001C	10.9	Pima County	MSCP
SOPORI RANCH	30211002M	26.1	Pima County	MSCP
SOPORI RANCH	30211002C	42.4	Pima County	MSCP
SOPORI RANCH	30211002F	6.4	Pima County	MSCP
SOPORI RANCH	30211002F	510.5	Pima County	MSCP
SOPORI RANCH	30211002E	361.0	Pima County	MSCP
SOPORI RANCH	30211002Q	109.5	Pima County	MSCP
SOPORI RANCH	30211002S	45.0	Pima County	MSCP
SOPORI RANCH	30213006A	195.1	Pima County	MSCP
SOPORI RANCH	30211002H	214.5	Pima County	MSCP
SOPORI RANCH	30211021A	664.5	Pima County	MSCP
SOPORI RANCH	30211021B	82.0	Pima County	MSCP
SOPORI RANCH	30211021C	20.8	Pima County	MSCP
SOPORI RANCH	302310010	153.6	Pima County	MSCP
SOPORI RANCH	302310020	82.2	Pima County	MSCP
SOPORI RANCH	302310040	40.7	Pima County	MSCP
SOPORI RANCH	302310090	164.7	Pima County	MSCP
SOPORI RANCH	302310060	40.0	Pima County	MSCP
SOUTH WILMOT LLC	30447001E	35.5	Pima County	MSCP
SOUTHEAST CORRIDOR	30612002K	83.8	Pima County	MSCP
SOUTHEAST CORRIDOR	306240260	19.3	Pima County	MSCP
SOUTHEAST CORRIDOR	306210160	38.9	Pima County	MSCP
SOUTHEAST REGIONAL PARK (F	305010120 (Partial)	52.8	Pima County	MSCP
STEVENS	224460070	34.3	Pima County	MSCP
SWEETWATER PRESERVE	214400210	41.5	Pima County	MSCP
SWEETWATER PRESERVE	214400320	40.5	Pima County	MSCP
SWEETWATER PRESERVE	214460410	4.0	Pima County	MSCP
SWEETWATER PRESERVE	214460430	3.9	Pima County	MSCP
SWEETWATER PRESERVE	214460440	3.4	Pima County	MSCP
SWEETWATER PRESERVE	214460450	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460460	3.4	Pima County	MSCP

SWEETWATER PRESERVE	214460470	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460480	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460490	4.8	Pima County	MSCP
SWEETWATER PRESERVE	214460500	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460510	3.7	Pima County	MSCP
SWEETWATER PRESERVE	214460520	4.0	Pima County	MSCP
SWEETWATER PRESERVE	214460530	3.5	Pima County	MSCP
SWEETWATER PRESERVE	214460620	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460630	5.3	Pima County	MSCP
SWEETWATER PRESERVE	21449034K	621.4	Pima County	MSCP
SWEETWATER PRESERVE	214460420	3.4	Pima County	MSCP
SWEETWATER PRESERVE	214460400	4.0	Pima County	MSCP
SWEETWATER PRESERVE	214460640	4.9	Pima County	MSCP
SWEETWATER PRESERVE	214460780	9.2	Pima County	MSCP
SWEETWATER PRESERVE	214460540	4.2	Pima County	MSCP
SWEETWATER PRESERVE	214460390	5.6	Pima County	MSCP
SWEETWATER PRESERVE	214460560	3.9	Pima County	MSCP
SWEETWATER PRESERVE	214460550	3.8	Pima County	MSCP
SWEETWATER PRESERVE	214460380	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460320	5.3	Pima County	MSCP
SWEETWATER PRESERVE	214460370	3.1	Pima County	MSCP
SWEETWATER PRESERVE	214460790	0.3	Pima County	MSCP
SWEETWATER PRESERVE	214460770	5.1	Pima County	MSCP
SWEETWATER PRESERVE	214460760	3.3	Pima County	MSCP
SWEETWATER PRESERVE	21446002B	2.9	Pima County	MSCP
SWEETWATER PRESERVE	214460330	3.9	Pima County	MSCP
SWEETWATER PRESERVE	214460570	3.8	Pima County	MSCP
SWEETWATER PRESERVE	214460610	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460600	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460590	3.7	Pima County	MSCP
SWEETWATER PRESERVE	214460340	3.7	Pima County	MSCP
SWEETWATER PRESERVE	214460650	3.8	Pima County	MSCP
SWEETWATER PRESERVE	214460350	3.3	Pima County	MSCP
SWEETWATER PRESERVE	214460360	3.2	Pima County	MSCP
SWEETWATER PRESERVE	214460580	4.5	Pima County	MSCP
SWEETWATER PRESERVE	214460660	4.5	Pima County	MSCP
SWEETWATER PRESERVE	214460670	4.2	Pima County	MSCP
SWEETWATER PRESERVE	214460680	4.4	Pima County	MSCP
SWEETWATER PRESERVE	214460690	3.8	Pima County	MSCP
SWEETWATER PRESERVE	214460750	3.5	Pima County	MSCP
SWEETWATER PRESERVE	214460720	3.9	Pima County	MSCP
SWEETWATER PRESERVE	214460700	3.8	Pima County	MSCP
SWEETWATER PRESERVE	214460710	4.5	Pima County	MSCP
SWEETWATER PRESERVE	214460740	3.6	Pima County	MSCP
SWEETWATER PRESERVE	214460730	3.5	Pima County	MSCP
TANQUE VERDE & HOUGHTON	13301026D	44.3	Pima County	MSCP
TANQUE VERDE & HOUGHTON	13301027A	33.4	Pima County	MSCP

TERRA RANCHO GRANDE	13301043B	72.6	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	21901001M	326.0	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	21901001J	164.1	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	21901001B	175.2	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	21901001K	287.0	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	21901008G	313.9	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	21901008H	318.7	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	219010090	637.9	Pima County	MSCP
TORTOLITA MOUNTAIN PARK	219010020	644.3	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	219030030	118.0	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	219070030	20.0	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	219070020	29.9	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	219070010	30.1	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	218010010	629.4	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	219030070	526.6	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	21901001A	488.2	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	21901008F	481.4	Pima County	Conservation Land
TORTOLITA MOUNTAIN PARK	21901008E	160.8	Pima County	Conservation Land
TREEHOUSE	223010030	6.3	Pima County	Conservation Land
TRICO-MARANA BRIDGE	208140140	21.3	RFCD	MSCP
TRICO-MARANA BRIDGE	208140270	56.9	RFCD	MSCP
TUCSON MOUNTAIN PARK	11607165A	36.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	11607165B	20.4	Pima County	MSCP
TUCSON MOUNTAIN PARK	21204003E	56.3	Pima County	MSCP
TUCSON MOUNTAIN PARK	21201002H	154.4	Pima County	MSCP
TUCSON MOUNTAIN PARK	21204003N	200.2	Pima County	MSCP
TUCSON MOUNTAIN PARK	21201002B	9.3	Pima County	MSCP
TUCSON MOUNTAIN PARK	21211015A	1.4	Pima County	MSCP
TUCSON MOUNTAIN PARK	212100030	215.6	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110220	21.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110230	20.3	Pima County	MSCP
TUCSON MOUNTAIN PARK	11609011A	24.1	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110290	7.9	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110370	10.0	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110300	6.6	Pima County	MSCP
TUCSON MOUNTAIN PARK	21211049A	14.1	Pima County	MSCP
TUCSON MOUNTAIN PARK	21211049B	4.2	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110310	4.0	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110360	2.2	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110350	6.0	Pima County	MSCP
TUCSON MOUNTAIN PARK	212110330	9.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	119351860	114.0	Pima County	MSCP
TUCSON MOUNTAIN PARK	11934001D	10.7	Pima County	MSCP
TUCSON MOUNTAIN PARK	11934001K	309.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	11934001J	301.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	11941264A	25.3	Pima County	MSCP
TUCSON MOUNTAIN PARK	11941175D	0.0	Pima County	MSCP

TUCSON MOUNTAIN PARK	11941266F	0.4	Pima County	MSCP
TUCSON MOUNTAIN PARK	11941266K	46.7	Pima County	MSCP
TUCSON MOUNTAIN PARK	119351640	13.3	Pima County	MSCP
TUCSON MOUNTAIN PARK	119351650	5.5	Pima County	MSCP
TUCSON MOUNTAIN PARK	11934001H	3.6	Pima County	MSCP
TUCSON MOUNTAIN PARK	11941277D	2.6	Pima County	MSCP
TUCSON MOUNTAIN PARK	119351690	1.1	Pima County	MSCP
TUCSON MOUNTAIN PARK	11935179C	3.4	Pima County	MSCP
TUCSON MOUNTAIN PARK	11935179D	6.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	119351880	134.5	Pima County	MSCP
TUCSON MOUNTAIN PARK	119351900	0.8	Pima County	MSCP
TUCSON MOUNTAIN PARK	21101001H	10.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21101001D	308.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21101001E	140.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21101001G	90.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21101001F	46.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	214140250	20.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	214140310	18.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090070	15.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212080080	336.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209003A	453.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209011A	171.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209009A	159.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090050	16.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090060	16.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090080	29.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209009A	12.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090080	10.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209009B	163.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209003B	158.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209009B	21.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209011B	70.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090100	57.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090100	28.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090070	0.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090070	0.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016F	1,086.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209013B	36.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016F	43.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016D	79.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090150	64.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090140	10.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016D	67.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090120	6.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090120	7.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209013A	35.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209013B	1.9	Pima County	Conservation Land

TUCSON MOUNTAIN PARK	21209016D	4.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090150	3.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016F	73.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016E	29.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016E	8.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016F	15.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016F	1.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209018A	168.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209018A	991.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090230	640.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090210	639.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090220	13.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090200	40.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209018B	443.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090240	36.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209018B	191.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090240	49.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090240	0.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090240	392.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090170	597.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090190	321.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090270	120.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090260	39.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090250	224.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090280	153.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090250	91.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090280	5.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21453007B	13.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073P	19.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073D	5.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073Q	18.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206074B	1.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073R	20.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212060980	39.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21201001C	213.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21204003F	39.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016B	137.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016B	21.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090170	36.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100010	84.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212110210	3.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100110	201.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100070	4.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212110200	1.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212110240	0.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21211025A	2.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	11628001D	161.0	Pima County	Conservation Land

TUCSON MOUNTAIN PARK	116280020	38.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	116280030	38.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	116280040	76.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	11628001F	99.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212150120	78.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21215013B	238.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21215013A	290.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212140040	323.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212140030	78.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212160200	81.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21216032A	68.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212160310	149.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212160330	9.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21216032B	8.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219001A	200.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219001C	5.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219001D	15.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212190020	20.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212190030	78.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219007A	119.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212190060	80.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219007B	35.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219009B	40.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219009A	10.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212190050	5.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	118010090	273.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212200010	76.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212200020	50.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212200040	77.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212190080	1.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21219009A	6.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212190050	2.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21101001J	35.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21452040D	19.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21453007A	26.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21453017A	14.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073J	37.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073N	19.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206074D	8.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212140020	196.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212140010	42.1	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	119310240	317.8	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	119281550	243.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	211210010	596.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100100	3.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100060	3.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21211026A	76.8	Pima County	Conservation Land

TUCSON MOUNTAIN PARK	212100050	3.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100090	3.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21206073C	3.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212090040	16.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	214520410	39.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21452040B	40.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21215013A	29.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	211220110	648.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21210004B	3.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21210004C	3.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21208007D	335.3	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21204003K	254.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	214140260	14.5	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209013A	518.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212110510	5.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	211020010	312.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	211210020	48.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21210002B	84.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	212100080	3.9	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21210004D	3.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	11608010F	19.6	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	11608010E	80.2	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	116080120	40.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	21209016C	321.4	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	118010100	160.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	11932022B	478.0	Pima County	Conservation Land
TUCSON MOUNTAIN PARK	211030020	18.7	Pima County	Conservation Land
TUCSON MOUNTAIN PARK BIOI	11628001G	9.9	Pima County	MSCP
TUMAMOC	11626754A	277.0	Pima County	MSCP
VALENCIA ARCHAEOLOGICAL P	13801006C	67.1	Pima County	MSCP
WALDEN	30610017H	22.2	Pima County	MSCP
WALDEN	30610017J	356.5	Pima County	MSCP
WALDEN	30610017F	0.1	Pima County	MSCP
WALDEN	30610017G	67.7	Pima County	MSCP
		91,440.1		

Attachment C:

MSCP Mitigation Lands Restrictive Covenants
County-Owned Lands

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:

10/10/16

Tobin Rosen, Deputy County Attorney

BENEFICIARY: The Arizona Land and Water Trust, Inc.

Diana Freshwater, President

Date

Attachment D:

MSCP Mitigation Lands Restrictive Covenants
Regional Flood Control District-Owned Lands

Master Restrictive Covenant for

Regional Flood Control District 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 District (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 District 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 District wishes to preserve and protect for the mitigation of incidental take covered by the District'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 District, 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 District 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 County 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 enhancements 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 District 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 District 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 as permitted by County Park Rules or 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 District.

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 District Board of Directors (the "District Board") 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 District 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 District Board determines, based on clear and convincing evidence presented to the District Board, is necessary to protect the public health, safety or welfare.

6. Obligations of District

6.1. District, 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. District 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, District 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 District 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 MSCP Master Covenant.

6.2. District, through its employees, agents and contractors, at District'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 District 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 County and Beneficiary upon completion, and in no event later than October 15 of each biennial reporting year. District will maintain the Reports as District records in accordance with Arizona state law.

6.3. District shall report any violations of the terms of this MSCP Master Covenant to County and Beneficiary within 2 working days of District 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 District's reasonable discretion. However, District's determination of what is reportable pursuant to this Section 6.3 will not limit County 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, District agrees:

6.4.1. District (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. District'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 District from replacing Beneficiary as provided in Section 8.5. Replacement of Beneficiary will be District's sole remedy for Beneficiary's breach of its obligations under this Agreement.

6.4.2. Beneficiary must give notice to District (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 District of any liability, but in no event shall District 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. District's duty to defend applies immediately after receiving a Claim Notice.

6.4.3. District may select legal counsel to represent Beneficiary in any action for which District has an obligation to indemnify, defend and hold harmless Beneficiary, and District shall pay all costs, attorney fees, and Losses.

6.4.4. District shall give prompt written notice to Beneficiary of any proposed settlement of a claim that is indemnifiable under this Agreement. District may settle or compromise any claim without Beneficiary's consent, so long as Beneficiary is not responsible for paying any Losses.

7. Obligations of County

7.1. County shall review any and all reports on potential violations of the Restrictions provided by District to County as required by this MSCP Master Covenant, at County's expense.

7.2. If the event of any action that may constitute a violation of the terms of this MSCP Master Covenant, County 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 District desires to take action with respect to the Restricted Properties that may constitute a violation of this MSCP Master Covenant, District will obtain County's prior approval of such action, and County shall respond to any such request from District 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 District to Beneficiary as required by this MSCP Master Covenant, at District's expense. District 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 District and Beneficiary (the "Services Agreement"). In the event (i) District and Beneficiary cannot agree upon the Services Agreement; (ii) the Services Agreement is terminated, for any reason; (ii) District fails to timely pay Beneficiary under the Services Agreement; or (iii) District 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 District desires to take action with respect to a Restricted Property that may constitute a violation of this MSCP Master Covenant, District will obtain Beneficiary's prior approval of such action, and Beneficiary shall respond to any such request from District 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 District. Beneficiary may designate a replacement Beneficiary subject to District's approval. In the event Beneficiary does not designate a replacement Beneficiary within 45 days' after delivery of the notice, then District 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 District.

9. **County and Beneficiary's Right To Enforce.**

9.1. County and/or Beneficiary (for purposes of this Section 9, collectively or individually the "**Enforcing Party**") may enforce this MSCP Master Covenant against the District 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 District prior to entering upon a Restricted Property.

9.3. The Enforcing Party shall hold District 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 District, or District'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 District 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 District 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, District 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, District fails to begin curing such breach within the 30 day period, or District 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 District for any injury to or change in the Restricted Property resulting from causes beyond the District'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 District 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: Regional Flood Control District

_____ _____
Chair, Board of Directors Date

ATTEST:

_____ _____
Robin Brigode, Clerk of Board of Directors Date

APPROVED AS TO CONTENT:

John Bernal, Deputy County Administrator, Public Works

Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:

10/10/16

Tobin Rosen, Deputy County Attorney

BENEFICIARY: The Arizona Land and Water Trust

Diana Freshwater, President

Date

Attachment E:

Conservation Lands Restrictive Covenants for County-Owned Lands

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

ATTEST:

_____ _____
Robin Brigode, Clerk of Board of Supervisors Date

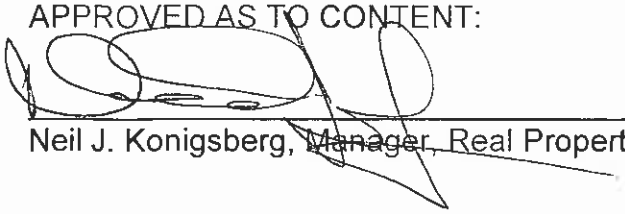
DISTRICT: The Pima County Regional Flood Control District

_____ _____
Chair, Board of Directors Date

ATTEST:

_____ _____
Robin Brigode, Clerk of Board of Directors Date

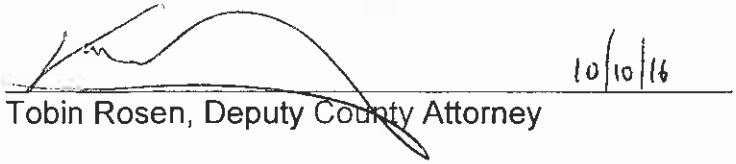
APPROVED AS TO CONTENT:



Neil J. Konigsberg, Manager, Real Property Services

John Bernal, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

BENEFICIARY: The Arizona Land and Water Trust, Inc.

Diana Freshwater, President

Date

Attachment F:

Conservation Lands Restrictive Covenants for Regional Flood Control District-Owned Lands

Master Restrictive Covenant for

Regional Flood Control District 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 District owns the real property listed in Exhibit A (the "**Restricted Property**" or "**Restricted Properties**"), provided that the Restricted Properties shall not include 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"). . 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 District 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 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 District 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 County 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 enhancements to 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 District 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 District 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 District.

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 District Board of Directors (the "District Board") determines, based on clear and convincing evidence presented to the District 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 District and a third party as of the date this Conservation Land Master Covenant is recorded.

5.4. Any use of any Restricted Property that is contiguous to the Colossal Cave Property, provided that (i) the use is consistent with the current use and purpose of the Colossal Cave Property as stated in the Cooperative Management Agreement, (ii) the District Board has approved the use; (iii) the use is consistent with any Master Plan for the Restricted Property approved by the District Board; 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 District**

6.1. District, 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. District 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, District 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 District 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. District, through its employees, agents and contractors, at District'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 District 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 County and Beneficiary upon completion, and in no event later than October 15 of each biennial reporting year. District will maintain the Reports as District records in accordance with Arizona state law.

6.3. District shall report any violations of the terms of this Conservation Land Master Covenant to County and Beneficiary within 2 working days of District 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 District's reasonable discretion. However, District's determination of what is reportable pursuant to this Section 6.3 will not limit County 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, District agrees:

6.4.1. District (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. District'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 District from replacing Beneficiary as provided in Section 8.5. Replacement of Beneficiary will be District's sole remedy for Beneficiary's breach of its obligations under this Agreement.

6.4.2. Beneficiary must give notice to District (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 District of any liability, but in no event shall District 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. District's duty to defend applies immediately after receiving a Claim Notice.

6.4.3. District may select legal counsel to represent Beneficiary in any action for which District has an obligation to indemnify, defend and hold harmless Beneficiary, and District shall pay all costs, attorney fees, and Losses.

6.4.4. District shall give prompt written notice to Beneficiary of any proposed settlement of a claim that is indemnifiable under this Agreement. District may settle or compromise any claim without Beneficiary's consent, so long as Beneficiary is not responsible for paying any Losses.

7. Obligations of County

7.1. County shall review any and all reports on potential violations of the Restrictions provided by District to County as required by this Conservation Land Master Covenant, at County's expense.

7.2. If the event of any action that may constitute a violation of the terms of this Conservation Land Master Covenant, County 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 District desires to take action with respect to the Restricted Properties that may constitute a violation of this Conservation Land Master Covenant, District will obtain County's prior approval of such action, and County shall respond to any such request from District 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 District to Beneficiary as required by this Conservation Land Master Covenant, at District's expense. District 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 District and Beneficiary (the "Services Agreement"). In the event (i) District and Beneficiary cannot agree upon the Services Agreement; (ii) the Services Agreement is terminated, for any reason; (ii) District fails to timely pay Beneficiary under the Services Agreement; or (iii) District 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 District desires to take action with respect to a Restricted Property that may constitute a violation of this Conservation Land Master Covenant, District will obtain Beneficiary's prior approval of such action, and Beneficiary shall respond to any such request from District 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 District. Beneficiary may designate a replacement Beneficiary subject to District's approval. In the event Beneficiary does not designate a replacement Beneficiary within 45 days' after delivery of the notice, then District 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 District.

9. **County and Beneficiary's Right To Enforce.**

9.1. County and/or Beneficiary (for purposes of this Section 9, collectively or individually the "**Enforcing Party**") may enforce this Conservation Land Master Covenant against the District 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 District prior to entering upon a Restricted Property.

9.3. The Enforcing Party shall hold District 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 District, or District'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 District 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 District 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, District 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, District fails to begin curing such breach within the 30 day period, or District 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 District for any injury to or change in the Restricted Property resulting from causes beyond the District'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 District 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
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

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

Date

Attachment G:
July 15, 2016 Memorandum

MEMORANDUM

Date: July 15, 2016

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry,
County Administrator

Re: **Section 10 Permit Coverage and Endangered Species Act Compliance for Private Development**

The Section 10 permit and the Multi-Species Conservation Plan (MSCP) approved by the US Fish and Wildlife Service (Service) provide private property owners the opportunity to receive the same consistency and certainty in complying with the Endangered Species Act (ESA) as County and Regional Flood Control District projects. The decision to receive coverage under the County's Section 10 permit rests solely with the private property owner and is entirely voluntary. If they elect to receive coverage, private landowners are no longer subject to the uncertainties and vagaries currently associated with ESA compliance.

The cost of receiving coverage will not be an impediment for private property owners. Owners of individual, private lots will obtain coverage at no cost; developers of subdivisions and commercial and industrial properties will remit an application fee and, in some cases, a compliance monitoring fee. The amounts of these fees pale when compared to costs associated with completing an individual consultation with the Service for ESA compliance. Another benefit of electing coverage is the avoidance of costly project time delays related to individual consultation for ESA compliance.

There is, however, one important point to emphasize. Private property owners can only receive coverage under the County's Section 10 permit if their property is in unincorporated Pima County and their development project is subject to certain County permits.

In the development community, certainty of regulatory impact and compliance is paramount to project economic viability. The County's obtaining of the Section 10 Permit will provide this regulatory certainty and be of benefit to private property owners who choose to take advantage of compliance coverage under our Section 10 Permit.

Attached is a July 8, 2016 memorandum from the Office of Sustainability and Conservation that describes, in detail, the process the County will use to provide Section 10 permit coverage to private property owners. I have authorized staff to proceed with developing a fee ordinance, advertising it as required by State law, and preparing a draft Certificate of Coverage Program Administrative Procedure.

Attachment

c: John Bernal, Deputy County Administrator for Public Works
Nanette Slusser, Assistant County Administrator for Public Works
Suzanne Shields, Director, Regional Flood Control District
Carmine DeBonis, Director, Development Services
Linda Mayro, Director, Sustainability and Conservation
Sherry Ruther, Environmental Planning Manager, Sustainability and Conservation

PIMA COUNTY
Sustainability, Conservation
& Historic Preservation

MEMORANDUM

Date: July 8, 2016

To: C.H. Huckelberry, County Administrator

From: Linda Mayro, Director
Sherry Ruther, Environmental Planning Manager

RE: **Certificate of Coverage Program - Providing Section 10 Permit Coverage to Private Development**

This memo reviews the County's approach to extending Section 10 permit coverage to development on private property described in the Final Multi-Species Conservation Plan (MSCP) and provides programmatic details about the Certificate of Coverage Program. This program defines the requirements and operational rules necessary to convey coverage to development on private property.

We are also seeking your direction on fees proposed to recover costs of providing coverage as well as the development of administrative procedures for implementation of the Certificate of Coverage Program.

Background

Since the very beginning of our efforts to develop the Multi-Species Conservation Plan (MSCP), the community has steadfastly requested that Pima County provide a means to extend Section 10 permit coverage to private development activities. The County embraced the idea and over time the concepts of how to provide such coverage evolved due in great part to the constructive input from stakeholders. The chronology of the various concepts is witnessed in the series of MSCP drafts. The concept described in the Final MSCP allows the County to extend coverage to the private sector in a manner consistent with Fish and Wildlife Service's Section 10 permit requirements and incorporates the following elements of significant importance to local stakeholders:

- Coverage is available on a voluntary basis
- Coverage is equally available for large-scale developments and projects on individually-owned private lots
- Coverage is available for development on entitled properties
- Coverage is available at the time development occurs
- Coverage does not require additional regulatory requirements
- Conservation Lands System natural open space set-asides are used as Section 10 permit mitigation land
- Section 10 mitigation land is protected in perpetuity
- Fees relate only to the impacts and mitigation affiliated with the individual project receiving coverage

Private development projects that elect coverage will gain the same protections and benefits as County projects. Attachment A provides a detailed discussion on the benefits afforded by coverage under the Section 10 permit.

The Final MSCP and Section 10 permit define some of the basic characteristics that must exist before coverage can be offered to a development on private property. The project must be:

- Within the area subject to the Section 10 permit (Permit Area)
- Within un-incorporated Pima County
- Under Pima County's jurisdiction
- A private undertaking
- Located on a privately-owned individual lot and requires a Pima County Development Services building permit authorizing the grading of 14,000 square feet or more
- Located on privately-owned property and requires a Pima County Development Services site construction permit in order to develop a subdivision or commercial or industrial facility

Two processes have been created to make coverage available to private development projects: one for projects on individual lots; the other for development of subdivisions or commercial or industrial facilities. Although separate administrative processes, they both require the property-owner's consent to bestow coverage. The terms and benefits of coverage are the same regardless of which process is used to authorize coverage. The processes are outlined below:

1. Development on individual, private lots. When development on an individual, private lot requires Pima County Development Services to issue a building permit authorizing the grading of 14,000 square feet or more, the property owner will be asked to decide whether they want Section 10 permit coverage during the building permit application process. At that time, if the property owner does not want Section 10 permit coverage, they must actively indicate they do not want coverage. If the property owner does not decline coverage or if they fail to answer the question, coverage will be automatically authorized simultaneously with issuance of the building permit.

This process is also referred to as 'Opt-Out' as the default status for this process is to provide coverage unless the property owner actively declines it. This administrative process will operate as an automated function executed through the County's enterprise permitting system.

No fees are being proposed to receive coverage authorized through this process.

The County is solely responsible for providing all mitigation required by the Section 10 permit to off-set impacts of development on individual, private lots.

2. Development of a subdivision or commercial or industrial facility. When development of a subdivision, commercial, or industrial facility requires Pima County Development Services to issue a site construction permit, the property owner must actively indicate they want coverage and make application within a limited timeframe. The request and application for coverage must be received after the site construction permit application is submitted to Development Services but before Development Services issues the site construction permit. When the request and application for coverage is received prior to Development Services' issuance of the site construction permit, the process to authorize coverage proceeds to conclusion independent of Development Services' issuance of the site construction permit.

As the result of previous development approvals, some subdivision or commercial or industrial projects will have set aside Conservation Lands System (CLS) natural open space to achieve compliance with rezoning conditions or to protect Important Riparian Areas (IRA) subject to *Title 16.30 – Riparian Protection and Mitigation Requirements*. Such CLS and IRA set-asides will be used as Section 10 mitigation land to help off-set their project impacts and will require additional legal protections in order to meet Section 10 mitigation land standards for perpetuity. The execution of this legal protection will occur as part of the authorization process and must occur before coverage will be authorized for the project. CLS natural open space set-asides are project-provided Section 10 mitigation lands.

This process is also referred to as "Opt-In" as the default status for this process is that coverage will not be authorized unless the property owner actively requests it. This administrative process requires staff to review and process applications as part of the authorization process, including facilitating the execution of legal protections. Staff is also responsible for annually monitoring the condition of project-provided Section 10 mitigation land generated through this process. This coverage authorization process will be conducted through the County's enterprise permitting system.

Fees are recommended to cover staff time and services in order to receive coverage authorized through this process. Pending Board approval, fees would be assessed once on a per project basis, regardless of the amount of acreage involved, and collected as part of the authorization process.

- Application Fee:
  Assessed for each application; the proposed fee amount is based on the County's cost to review and process an application. Current calculations suggest $720.00 would be an appropriate fee.

- Compliance Monitoring Fee:
  Assessed in addition to the application fee when the project has CLS or IRA natural open space set-asides that will be used as Section10 permit mitigation land. The proposed fee amount is based on the County's cost to establish and monitor these lands in accordance with Section 10 permit requirements. Current calculations suggest $2,450.00 would be an appropriate fee.

In all cases, regardless of whether a project provides Section 10 mitigation land, the County is the only entity responsible for ensuring that all impacts from the development of a subdivision or commercial or industrial facility are fully mitigated and compliant with the Service's standards for perpetuity. While project-provided Section 10 mitigation land will make a modest contribution toward off-setting project impacts, it will not fulfill the entire mitigation obligation for the project.

Certificate of Coverage Program

The Certificate of Coverage Program (Program) defines the procedural and operational rules for providing Section 10 permit coverage to private sector development and ensures that coverage is provided as described in the MSCP and Section 10 permit. As long as the Program is implemented consistent with the MSCP and Section 10 permit, implementation and operation of the Program is subject to the direction and discretion of the Board of Supervisors (Board). Therefore, both the Board as well as the Service has the ability to affect how, or whether, the Program is delivered.

Actions that can result in Program modification, suspension, or termination include:

Program modification:
- Amendments to the Section 10 permit dictate modification of the Program in order to stay compliant with terms of the Section 10 permit.
- The Service does not reject Program modifications proposed by the County

Program suspension:

- Analysis shows that the total acreage of impact from all (County and private) projects covered by the Section 10 permit will exceed the 36,000 acres of impact cap prescribed in the Section 10 permit.
- Analysis shows that the acres necessary to provide mitigation for all (County and private) projects covered by the Section 10 permit will exceed the number of acres available from Section 10 permit mitigation lands.
- The Service suspends the Section 10 permit.
- The Board elects to temporarily suspend the Program.

Program termination:

- The Service revokes or terminates the Section 10 permit.
- The Board terminates the Section 10 permit in its entirety or specifically terminates the Program.

Additionally, given this Program is viable only for as long as the Section 10 permit is effective, it will expire when the terms of the Section 10 permit have been fulfilled.

Certificates of Coverage - Issuance and Terms

A Certificate of Coverage can only be issued for those private development projects that meet Program eligibility criteria. These criteria are derived from the required characteristics identified in the Final MSCP and Section 10 permit mentioned above as well as other requirements necessary for the County to extend coverage including payment of any applicable fees and permission of the property owner.

A Certificate of Coverage ensures that there will be no liability for violations of the Endangered Species Act should a project result in take (harm, harassment, or death) of an endangered species included in the Final MSCP. It also ensures that the County will provide mitigation to compensate for that take. For purposes of this Program, take happens when grading, as allowed and verified under a DSD building or site construction permit, occurs.

Immediately upon successful completion of either the Opt-Out or Opt-In process, a Certificate of Coverage will be authorized. An Authorized Certificate of Coverage guarantees that at some point in the future, when grading occurs as allowed under a building or site construction permit, the take will be covered and mitigated at that time as prescribed by the Section 10 permit. Once grading actually occurs and has been verified by a DSD grading inspection, the status of the Authorized Certificate of Coverage changes to Executed. Regardless of its status a Certificate of Coverage runs with the land for which it was issued and is not transferrable to another property.

However, the distinction between Authorized and Executed Certificates of Coverage is important for several reasons. The status of authorized certificates can change over the life of the Section 10 permit, including being expired. The status of an executed certificate does not change and is effective for the duration of the Section 10 permit. The distinction between Authorized and Executed Certificates of Coverage also determines when the County is obligated to provide mitigation.

The status of an Authorized Certificate of Coverage reflects the status of the Program. In other words, if the Program is suspended or terminated, then authorized certificates will be suspended or terminated. Additionally, authorized certificates are subject to expiration where executed certificates are not. Authorized certificates will expire when grading associated with the building or site construction permit has not occurred and been verified by DSD within 6

years after authorization of the certificate. Expiring an executed certificate is not feasible because once take has occurred and mitigation has been provided, it is not reversible.

Regarding the County's mitigation obligation, because an Executed Certificate of Coverage represents a project where grading (take) has, in fact, occurred, the County is obligated mitigate for those project impacts. No mitigation obligation exists for projects subject to an Authorized Certificate of Coverage because grading, and therefore take, has not yet occurred. Mitigation is not required until take actually occurs.

Staff Recommendation

In order for the Certificate of Coverage Program to be operational by October 2016, staff requests your approval to proceed with the following:

- Draft a fee ordinance for approval by the Board.
- Post 60-day (County webpage) and 15-day (newspaper) notices regarding the Board's intent to deliberate a fee ordinance as required by A.R.S. § 11-251.13 and A.R.S. §11-251.05. These notices will allow the Board to deliberate the fee ordinance on or after September 20, 2016.
- Draft a Certificate of Coverage Program Administrative Procedure for your review.

C. Huckelberry
Approved 7/14/16

Denied

ATTACHMENT A

BENEFITS OF RECEIVING SECTION 10 PERMIT COVERAGE

The benefits of receiving coverage under the County's Section 10 permit (Permit) are available only to those projects that occur within the Permit Area and which are identified as Covered Activities in the Final MSCP (See Map 1 and Table 1).

The first section below provides an overview of the Endangered Species Act, as a basic understanding of this federal law is key to fully appreciating the benefits that Section 10 permit coverage provides. The subsequent section discusses key benefits of coverage under the County's Section 10 permit.

Endangered Species Act Overview

The Endangered Species Act (ESA) of 1973, as amended, provides legal protection to those species listed as threatened or endangered under the auspices of the Act, and establishes penalties for violations of the Act's provisions. There are three sections of the ESA that are especially relevant to both public and private development projects: Section 9, which strictly prohibits any unauthorized *"take"* of any listed species; Section 7, which requires all federal agencies to consult with the U.S. Fish and Wildlife Service (Service) on activities that may affect listed species; and Section 10, which provides non-federal entities such as the County and private landowners with a means to avoid violating the ESA when engaged in lawful activities.

Section 9 makes it illegal for any individual or any entity to *"take"* any species protected under the ESA without authorization from the Service. The ESA defines *"take"* as "...to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or any attempt to engage in any such conduct." This broad definition of *"take"* also includes habitat modification or destruction that impairs basic behaviors such as breeding, feeding, or sheltering and results in the death or injury of a listed species.

Section 7 requires all federal agencies to consult with the Service when undertaking any activity that may impact a listed species. These interagency consultations ensure that federal actions, including issuing permits, do not jeopardize the long-term survival of any listed species or adversely impact the species' habitat. The Service usually imposes mitigation measures on the federal agency who then passes the mitigation responsibility to the permit recipient.

Section 7 consultation for federal permits and "residual liability": Development activities are subject to Section 7 consultation if the activities involve some sort of federal action such as a permit. One example is when a development project needs a Clean Water Act 404 permit from the U.S. Army Corps of Engineers (ACOE). As the permitting agency, the ACOE, in keeping with Section 7, must consult with the Service before issuing the 404 permit. In such cases, it is important to note that Section 7 consultations and any protections they provide under the ESA are strictly limited to the scope of the federal permit. If the federal permit does not cover the entire project area, there is still potential for the project to inadvertently harm, harass, or even kill a listed species thereby violating Section 9. This is called "residual liability". Pima County had to deal with the consequences of residual liability in 2000, when Department of Transportation (DOT) roadway improvements along Thornydale Road resulted in unauthorized take of the cactus ferruginous pygmy-owl. The DOT received the required 404 permits from

ACOE after the required Section 7 consultation with the Service was completed. However, because the 404 permit only applied to wash areas and not the whole project area, project impacts that happened outside the washes resulted in unauthorized impacts to the pygmy-owl. Those unauthorized 'residual' impacts meant Pima County DOT violated Section 9. Consequently, road improvements halted until the County could provide suitable mitigation.

Section 10 provides a way to comply with the ESA for projects that do not need a federal permit or have a federal permit that only applies to a portion of the project. To receive a Section 10 permit, the applicant must submit a conservation plan that, among other things, specifies what steps will be taken to avoid, minimize, and mitigate impacts to listed species and habitat, and what funding will be available to implement those steps. For those activities covered under a Section 10 permit, they are not vulnerable to violating Section 9 if their activities inadvertently harm or kill a listed species.

Pima County applied for a Section 10 permit and submitted the Multi-species Conservation Plan (MSCP) as the required conservation plan. The Service will issue a Section 10 permit to the County which will cover both County development activities and certain private development activities (See Table 1).

Benefits of Receiving Coverage Under Pima County's Section 10 Permit

- Saves time and money: By streamlining ESA compliance, the Section 10 permit will save county and private developers significant time and money that would otherwise be spent on individual, project-specific consultations with the Service. For example, Pima County Regional Flood Control District estimates that coverage under the County's Section 10 permit will save them months of time, and $10,000 to $15,000 in biological survey costs for each project.

- Provides certainty: Every project covered under the County's Section 10 permit is guaranteed that a violation of Section 9 will not occur for any of the species included in the Final MSCP. Without coverage under the County's Section 10 permit, there is no clear cut way to determine when or if a Section 9 violation has occurred, especially if the project does not require a federal permit.

- Offers a local process for compliance: Achieving compliance with the ESA without participating in the County's Section 10 permit requires each development project (County or private) to endure the time and cost of waiting for their projects to be reviewed by the Service one-by-one. The County's Section 10 permit offers a local process, specifically designed around our local needs, that provides County and private development projects with a simple, easy, less time consuming, and ultimately less costly opportunity to achieve compliance with the ESA.

- County provides mitigation land and is responsible for management and monitoring: Projects covered by the County's Section 10 permit will not have to bear the full brunt of providing mitigation land to off-set their impacts or the related management and monitoring responsibilities. This is largely due to the community's support for open space bonds as the County will use lands purchased with these funds as mitigation land. Any monitoring and management actions necessary to maintain the ability to use these lands as Section 10 mitigation land is also the County's responsibility. Individual projects no longer have to deal with the time and cost of finding suitable mitigation and funding long-term mitigation obligations. If the project is not covered by the County's Section 10 permit, the responsibility of finding suitable mitigation and funding long-term mitigation obligations falls solely to the individual project.

- Ensures the rules do not change in the future: The County's Section 10 permit covers a total of 44 species - nine currently listed species and 35 others that, based on the best available science, may be listed in the future. Projects covered under the County's Section 10 permit will be able to proceed without delay and will not be required to comply with additional regulation should any of the 35 non-listed species be listed, or a listed species' distribution on the landscape changes, or if critical habitat is designated.

- Protects against "residual liability": Coverage under the County's Section 10 permit will prevent situations like the 2000 Thornydale Road improvement project, where a federal permit does not cover all of the project area. Extended time delays and significant financial costs necessary correct inadvertent violations of Section 9 because of residual liability after-the-fact would be avoided.

Table 1. Covered Activities as described in the 2016 Final MSCP.

The following will be considered a Covered Activity:

- Ground disturbances on individual, single-dwelling lots that occur subsequent to the County's issuance of a building permit that authorizes grading of 14,000 square feet or more provided that the property owner elects to participate in the County's Section 10 permit;
- Ground disturbances that occur as part of—and subsequent to—the development of a residential subdivision where such actions are subject to the County's issuance of a site construction permit provided the property owner elects to participate in the County's Section 10 permit after the submittal of the site construction permit application but prior to the County's issuance of the site construction permit (see Section 3.4.1.1);
- Ground disturbances that occur as part of—and subsequent to—the development of a non-residential facility where such actions are subject to the County's issuance of a site construction permit provided the property owner elects to participate in the County's Section 10 permit after submittal of the site construction permit application but prior to the County's issuance of the site construction permit (see Section 3.4.1.1);
- Activities of the County including construction, repair, maintenance, and operation of County facilities and infrastructure (see section 3.4.1.2 for details);
- Construction, operation, and maintenance of renewable energy generation projects located on County-owned lands leased to others specifically for that purpose;
- Relocation of utilities within County rights-of-way, where required by Pima County;
- Monitoring and land management activities including surveys, scientific studies, and other such activities carried out by Pima County and its cooperators for the purposes of this MSCP;
- Restoration activities such as vegetation treatments (including fire management activities) that are intended to improve the biological and ecological values; and
- Recreation activities authorized by Pima County; and
- County ranch-management activities—exclusive of livestock herbivory and trampling—on land owned by the County and lands managed by the County through grazing leases issued by the State of Arizona.

The County will cover up to approximately 36,000 acres of new ground-disturbing activities, which can come from any combination of Covered Activities. The County will reserve approximately 5,000 acres to cover its construction and maintenance activities; the remaining 31,000 acres is allocated for ground disturbances caused by private- sector development.

Attachment H:

Joint Resolution Affirming and Designating Certain County and District Lands as Parks

Resolution No. 2016-_____

Resolution No. 2016-FC_____

Resolution of the Pima County Board of Supervisors and of the Board of Directors of the Pima County Regional Flood Control District Reaffirming and Designating Certain County and District Lands as Pima County Parks

The Pima County Board of Supervisors and the Board of Directors of the Pima County Regional Flood Control District find:

1. The Pima County Board of Supervisors has the authority under A.R.S. section 11-932 to acquire and dedicate lands as parks. The Board of Directors of the Pima County Regional Flood Control District has the authority under A.R.S. section 48-3603(C) to own real property and to manage District-owned real property.
2. Records on historic designations of County lands and parks are often incomplete or difficult to document and do not always reflect additions of properties to existing parks over time.
3. The Pima County Board of Supervisors has established different types of parks in the adopted County Recreation Area Design Manual.
4. Implementation of the Sonoran Desert Conservation Plan calls for conservation lands to be administered by the Pima County Department of Natural Resources, Parks and Recreation under Park Rules as allowed under A.R.S. section 11-935 and County Ordinances.
5. Designation of County- and District–owned lands as parks will enable uniform administration of such designated park lands pursuant to duly adopted County Park Rules.

NOW, THEREFORE, BE IT RESOLVED, that the Pima County Board of Supervisors and the Board of Directors of the Pima County Regional Flood Control District affirm prior designations of County and District-owned lands as public parks and hereby designate the list of Parks and other properties attached to this resolution as Exhibit A as Pima County Parks. The Pima County Board of Supervisors and the Board of Directors of the Pima County Regional Flood Control District further direct Pima County Real Property Services to include designations of future property acquisitions that will be managed as park lands in the acquisition Agreement package that is presented to the respective Board for review and action.

Passed, Adopted and Approved this _____ day of 2016.

PIMA COUNTY BOARD OF SUPERVISORS

Sharon Bronson, Chair

ATTEST:

Robin Brigode, Clerk of the Board

Approved as to Form:

10/4/16

Tobin Rosen, Deputy County Attorney

Approved as to Content:

Chris Cawein, Director, Natural Resources

Parks and Recreation

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

Sharon Bronson, Chair of the Board of Directors

ATTEST:

Robin Brigode, Clerk, Board of Directors

Approved as to Form:

10/4/16

Tobin Rosen, Deputy County Attorney

Approved as to Content:

Suzanne Shields, Director

PIMA COUNTY
NATURAL RESOURCES
PARKS & RECREATION

MEMORANDUM

Date: October 4, 2016

To: John Bernal, Deputy County Administrator

From: Chris Cawein, Director

Subject: Resolution of the Board of Supervisors and Board of Directors to Designate and Reaffirm Certain County Lands to be Classified as County Parks

Attached you will find a Board of Supervisors Agenda Item Report (BOSAIR) to place a joint Resolution of the Board of Supervisors and Flood Control District Board of Directors on the October 18, 2016 Agenda pertaining to the designation and reaffirmation of certain County and District-owned Lands as County Parks as allowed by A.R.S. Section 11-932.

This Resolution is intended to complement the County Conservation Lands Restrictive Covenant items also scheduled for the October 18 meeting. While the Restrictive Covenant discussion relates primarily to the future uses of County conservation lands, the Designation and Reaffirmation Resolution primarily provides the tools to allow for the effective day-to-day management of activities on those properties. Many of the lands listed in the attached Resolution are presently being used by the public as parks, whether for passive recreation, such as hiking or birding, or for more active recreational uses, and are being managed to some degree as parks by the County and/or District. However, research of historical data did not indicate a formal acceptance by the Board of Supervisors of those lands as parks in numerous cases. Such acceptance and designation of certain County lands as parks, along with the addition of select Flood Control District properties, is essential to add an additional element of land management authority for the County and District to manage activities on these lands being currently used for recreational purposes. That level of authority to allow for the proper management of public activities occurring on the listed properties is authorized via the implementation of locally-adopted Park Rules as allowed under A.R.S. section 11-935 and County Ordinances.

By identifying and inventorying which lands are intended to be managed as parks for the recreational enjoyment of the community, this Resolution enables the first phase of the development of a comprehensive County Land Management Strategy. Park lands identified in this Resolution, many of which overlap with the restrictive covenant lands classification scenario, will be further delineated and classified in subsequent phases based on the allowable or intended degree of public use as determined by the Board of Supervisors and Board of Directors. Park land management classification scenarios have yet to be explicitly defined, but may include designations of Natural Resource Park, Historic Park, Urban Park, Community Center, River Park, River Bottom Park, Trails and Trailheads and these categories may impart some need for classification-specific rules based on an acceptable level of public use. This classification schema will likely necessitate re-visitation of existing Park Rules, which were crafted in the year 2000 and adopted by the Parks and Recreation Commission, to better encourage select activities and restrict destructive activities on specific County- and District-owned lands based on the specific park-type classification developed.

Should you concur with our approach, please sign the BOSAIR and forward it to the County Administrator for consideration. Otherwise, if there are questions on this resolution or on our evolving comprehensive Park Lands Management strategy, or if further discussion is required, please let me know.

Attachments

C: Suzanne Shields, Director, Regional Flood Control District
Linda Mayro, Director, Office of Sustainability and Conservation

EXHIBIT A – County and Flood Control District Properties to be Managed as Parks – October 2016

Alphabetical Listing
A7 Ranch
Abrego Trailhead
Agua Caliente Hill South Trailhead
Ajo Community Center
Ajo Regional Park
Ajo Roping Arena
Amadon Property
Andrada-Bloom Property
Ann Day Community Park
Anza Trail and associated trailheads
Arivaca Community Center
Arroyo Chico
Arthur Pack Park
Augie Acuna Los Ninos Park
Avra Valley I 10 Wildlife Corridor
Bar V Ranch
Bee Mordka Property
Bingham Cienega
Brandi Fenton Park
Branding Iron Park
Buckelew Property
Burleson Donation Property
Canada del Oro River Park
Canada del Oro River - River Bottom
Canoa Preserve Park
Canoa Ranch (excluding HHdlC)
Canoa Ranch FLAP Properties
CAP Trailhead
Carpenter Ranch
Casas Adobes Park
Catalina Community Center
Catalina Neighborhood Park
Catalina Regional Park FLAP Properties
CDO Properties between Overton and La Canada
Centro Del Sur Community Center and Boxing Gym

Chicken Ranch Property
Children's Memorial Park
Chuck Bowden/Mt. Lemmon Community Center
Cienega Creek Natural Preserve
Clyne Ranch
Cochie Canyon Property
Colossal Cave Park (excluding leaseholds)
Continental Community Center
Cortaro/Hartman Property
Cortaro Mesquite Bosque
Culling Property
Curtis Park
Dakota Wash Property
Dan Felix Park
Denny Dunn Park
Desert Willow Property
Diamond Bell Ranch
DM Prevention Properties
Drewes Property
Dybvig Property
E.S. Bud Walker Park
Ebonee Marie Moody Park
Elephant Head Properties
Ellie Towne Community Center
Empirita Ranch
Esmond Station Park
Feliz Paseos Park
Flowing Wells Park
Forrest Rickard Park
George Mehl Park
Granite Property
Habitat 36th and Kino Property
Habitat For Humanity Property/San Juan
Henderson Property
Historic Hacienda de la Canoa (part of Canoa Ranch)
Holden Donation Property
Honeybee Village Property
Iris Dewhirst Pima Canyon Trailhead
Isabella Lee Property
Jacobs Trust Property/Enchanted Hills

Julian Wash/Tucson Diversion Channel - River Bottom
Julian Wash/Tucson Diversion Channel River Park
King 98 Ranch
Lawrence Park
Lazy C Ranch
Linda Vista Park
Linda Vista Patrick Property
Lords Ranch
Los Morteros Property
M Diamond Ranch
Madera Highlands Property
Malcolmson Property
Marley Ranch
Mckenzie Property
Meadowbrook Park
Mike Jacob Sportspark
Mission Garden Property
Mission Ridge Park
Mission San Agustin Property
Nancy Properties I, L.L.C.
Nunez Property
NW YMCA Community Center
Old Hayhook Ranch
Oracle Ridge Property
Painted Hills Property
Palo Verde II Property
Pantano River Park
Pantano River - River Bottom
Pantano Townsite Property
Paseo de las Iglesias
Picture Rocks Park/Community Center
Pima Prickly Park
Poteet Property
Prf3 Llc -abuts Cochie Canyon Property
Rancho Seco Ranch
Reid Property
Richardson Park
Rillito Regional Park
Rillito River Park
Rillito River - River Bottom

Rillito Vista Park
Robles Ranch Community Center
Roy P. Drachman Agua Caliente Park
Ruddick Property
Sands Ranch
Santa Cruz River Park
Santa Cruz River - River Bottom
Sarasota Trailhead
Scheer Property
Simmons Property - Empirita Ranch 2
Six Bar Ranch
Sopori Ranch
Southeast Regional Park
Starr Pass Fee Property
Star Valley Community Park
Stevens Property
Summit/Old Nogales Park
Sunset Pointe Park
Swan Wetlands 1, 2 and 3
Sweetwater Preserve
Sweetwater Preserve (under NR Parks) Trailhead
Tang Property
Tanque Verde and Houghton Property
Ted Walker Park
Terra Rancho Grande Property
Thomas Jay Regional Park/Littletown CC
Three Points Veterans Memorial Park
Tortolita Mountain Park
Treehouse Property
Tucson Mountain Park (excluding leaseholds)
Tumamoc Hill Property
Upper CDO Properties south of Edwin Rd
Valencia Property
Ventana Canyon Trailhead
Vesey Park
Walden Property
West Branch Santa Cruz River Property
Wildwood Park
Winston-Reynolds Manzanita Park/Drexel Heights CC