

F. ANN RODRIGUEZ, RECORDER  
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**DEVELOPMENT AGREEMENT  
BETWEEN PIMA COUNTY AND STONE CANYON L.L.C**

**Prescribing Conditions for Development of Rancho Vistoso Neighborhood 12  
And Creating the Honey Bee Biological Corridor  
From the Proposed Tortolita Mountain Park to Catalina State Park**

This Development Agreement ("Agreement") is entered into by and between Pima County, a political subdivision of the State of Arizona ("Pima County" or "County") and Stone Canyon, L.L.C., an Arizona limited liability company ("Developer") (collectively, the "Parties").

**RECITALS**

- A. Developer is the owner of the real property located in Pima County, Arizona, legally described on Exhibit "A" attached to this Agreement (the "Property"). The Property consists of approximately 341.50 acres. Developer has an option to purchase approximately 120.47 acres of property immediately north of the Property and described in Exhibit "E" attached hereto. The two parcels together total approximately 462 acres and are hereinafter referred to as the "Development."
- B. Pima County has approved a rezoning (the "Rezoning") of the Property (Case No. C09-01-42) to CR-1 and CR-5, a copy of which Rezoning map is attached hereto as Exhibit "B".

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- E. The Natural Open Space Areas are part of a larger biological wash and riparian area corridor of the Honey Bee Canyon and the Big Wash/Canada del Oro Wash (the "Honey Bee Canyon Biological Corridor") through which the County shall designate specific trails, and it is the intent of the Parties that the Natural Open Space Areas serve as the basis for creating a continuous public natural open space within the Honey Bee Canyon Biological Corridor. Pima County acknowledges the potential need of the Town of Oro Valley for groundwater recharged sites and will cooperate with the Town in locating such facilities within the lands affected by this Development Agreement provided such facilities enhance the biological value of the Honey Bee Canyon Biological Corridor.
- F. Additionally, in order to ensure the continued existence and maintenance of the 60 acre developed as Honey Bee Park and located to the southeast of the Property as shown on Exhibit "D," Developer wishes to convey Honey Bee Park to Pima County for use as a public park. Upon conveyance, Pima County intends to assume maintenance and maintenance responsibilities for Honey Bee Park.
- G. Developer and Pima County are entering into this Agreement pursuant to A.R.S. 11-1101. It is the intention of the parties that the Property shall be developed in the same or similar manner, and shall be subject to the same or similar standards, as set forth in the Rancho Vistoso Planned Area Development of Oro Valley, Arizona, as amended from time to time, which is contiguous to the Property, subject to the conditions of rezoning approved by the Pima County Board of Supervisors for the Property.
- H. Pima County intends to develop a management plan for the Honey Bee Canyon Biological Corridor and intends to consult with the Developer and the Town of Oro Valley in the

development of the plan. Developer shall notify Pima County of all development planned by the Developer adjacent to any of the Honey Bee Canyon Biological Corridor to minimize adverse impacts to the natural open space areas caused by adjacent development.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, the Parties hereto state, confirm and agree as follows:

- 1 **Incorporation of Recitals.** The foregoing recitals are hereby incorporated herein, made a part hereof and are binding upon Pima County and Developer for all purposes, the same as if set forth in full in this paragraph.
- 2 **Zoning and Uses for the Property.** The development of the Property shall be in accordance with the Rezoning, the Approved Plan and the terms of this Agreement. Under the terms of the Rezoning and this Agreement, Developer is authorized to and may implement and engage in the types of uses, densities and intensities of uses as set forth in the Approved Plan with a maximum 194 residential lots on the Property (106 detached homesites and 88 condominium/townhome units). To the extent Pima County has jurisdiction to do so, Pima County agrees to process the approval or issuance of any permits, plans, specifications, plats, and other required approvals for the Property as may be requested by Developer from time to time in order to implement the Approved Plan.
- 3 **Development and Improvement of the Property.** Developer shall maintain approximately 70 percent of the Development as natural open space. This minimum percentage shall be met through the natural open space common areas, natural open space areas designated within

the Property, and areas on each residential lot designated and restricted as natural open space. The maximum building site envelope that may be graded on any residential lot shall not exceed 16,000 square feet, excluding driveways. Developer shall record a non-exclusive conservation easement in favor of Pima County for all open space areas located within common areas. Developer shall, not later than the date a plat is recorded for the Development, establish and record covenants, conditions, and restrictions creating conservation restrictions on the portions of all lots within the Development outside of the 16,000 square foot building site envelope described above and granting Pima County the right to enforce the conservation restrictions set forth in said covenants.

- 4 **Natural Open Space Area Conveyance.** Developer shall convey or cause to be conveyed to Pima County by special warranty deeds (the "Special Warranty Deeds" ) in fee simple absolute or by conservation easements (the "Conservation Easements"), subject only to the title matters approved in writing by the County or as permitted or contemplated herein, approximately 988 acres of the Natural Open Space Areas shown on Exhibit "D" as set forth below and shall provide Pima County with title policies from a title company acceptable to Pima County insuring Pima County's interests in such lands.

4.1 Developer shall grant conservation easements over approximately 185 acres in Section 13 and Section 14 on the north side of the Property, as described in the Conservation Easements attached to this Agreement as Exhibit "E" and "F."

4.1.1 Whenever the first tentative subdivision plat occurs, Developer shall cause the owner of the approximately 120 acre parcel described on Exhibit "E" to

grant Pima County a Conservation Easement in the form of Exhibit "E", and shall timely take all steps necessary to purchase the 120 acre parcel, at Developer's sole cost, on behalf of Pima County and cause fee title to the land that is described on Exhibit "E" to be conveyed to Pima County. Developer agrees to keep the option it has on the 120 acre parcel current until such time as the parcel described in Exhibit "E" is conveyed to Pima County.

4.1.2 Concurrent with the approval of this Agreement, Developer shall grant a conservation easement over approximately 65 acres within Section 14 west of the Property as described in the Conservation Easement attached to this Agreement as Exhibit "F."

4.2 Concurrent with the approval of this Agreement, Developer shall grant or cause to be granted a conservation easement over approximately 97.83 acres within Sections 13 and 24 on the east side of the Property, as described in the Conservation Easement attached to this Agreement as Exhibit "G." The Parties acknowledge that the approximately 97.83 acres required to be conveyed under this paragraph are designated private Open Space within Parcel A of the subdivision plat of Rancho Vistoso Neighborhood 13, The Estates at Honey Bee Ridge, (the "Plat") recorded in the official records of Pima County in the Book 48, Page 61 of Maps and Plats. The Parties agree that the effect of the Conservation Easement is to change the private Open Space to public Open Space, and that the Conservation Easement will not result in any change in the existing restrictions for open space under the Plat or

the rights of third parties that may have been granted in the Plat.

- 4.3 Concurrent with the approval of this Agreement, Developer shall grant to Pima County the approximately 60 acre Honey Bee Park south of Ranch Vistoso Blvd., as described in the Special Warranty Deed attached to this Agreement as Exhibit "H." Upon conveyance, Honey Bee Park shall be a public park, and Pima County shall assume all maintenance responsibilities for Honey Bee Park. Nothing contained in this Agreement shall prohibit Pima County from conveying title and maintenance responsibilities for all or any portion of Honey Bee Park to the Town of Oro Valley and Pima County shall, upon request by the Town of Oro Valley, convey title to the Park to the Town, subject to a conservation easement in favor of Pima County similar to the easements described in Paragraph 4.1.
- 4.4 Concurrent with the approval of this Agreement, Developer shall convey approximately 145 acres of the flood plain of the Big Wash/Canada del Oro Wash as described in the Special Warranty Deed attached to this Agreement as Exhibit "I" and shall grant a Conservation Easement over approximately 10 acres of land as described in Exhibit "J."
- 4.4.1 Developer shall, concurrent with the development of Neighborhood 4 of Rancho Vistoso Planned Area Development, but not later than five (5) years from the date this Agreement is approved by the Pima County Board of Supervisors, restore 67 acres of the riparian vegetation within the flood plain areas described in Exhibit "I" in accordance with a riparian restoration plan

approved by the Flood Control District. Developer shall pay for all costs associated with the restoration of the 67 acres of riparian habitat. To ensure completion of the required restoration, Developer shall post a performance bond at the time grading permits are issued for the Property in an amount sufficient to complete such restoration work. If Developer fails to complete the required restoration, the Pima County may, but is not required to, make a demand on the performance bond to complete the restoration.

4.5 Concurrent with the approval of this Agreement, Developer shall grant to Pima County a conservation easement initially over approximately 490 acres of the floodplain of the Honey Bee Wash and the Big Wash as described in the Conservation Easement attached hereto as Exhibit "K." This Conservation Easement shall be subject to adjustment as follows:

4.5.1 Not less than 250 acres of this Conservation Easement shall be reserved for the Honey Bee Canyon Biological Corridor

4.5.2 Pima County acknowledges that Rancho Vistoso Planned Area Development previously approved by the Town of Oro Valley allows development of a golf course over portions of the area to be made subject to this Conservation Easement as an approved land use. Pima County will cooperate with the Developer in identifying adjusted boundaries to this Conservation Easement to the extent land covered by this Conservation Easement is necessary for the development of an allowed golf course use. Pima County and Developer



across this Conservation Easement (the "Moore Road Crossing"). Prior to any development of Moore Road Crossing or the installation of any utilities that would be placed within the road alignment, the Developer shall provide to Pima County a biological assessment report from an independent biological expert and shall design Moore Road Crossing to implement the recommendations of that report so as to limit interference with the Honey Bee Canyon Biological Corridor. The Developer shall revegetate to the satisfaction of Pima County all areas affected by the installation of utilities along the area within this Conservation Easement and all areas outside of the surface and shoulders of Moore Road that may be affected by the construction of the Moore Road Crossing. The Developer shall give Pima County construction plans not less than one hundred and twenty (120) days before any construction of the Moore Road Crossing is commenced.

5 **Substitution of Natural Open Space Areas.** If Developer is unable to convey or encumber the specific Natural Open Space Areas identified in Paragraphs 4.2, 4.3, or 4.4 above, Developer shall convey other land of not less than the same acreage within the Honey Bee Biological Corridor acceptable to Pima County.

6 **Natural Open Space Area Use Restrictions** Except for the Honey Bee Park, the property conveyed to or encumbered in favor of Pima County or the Flood Control District under paragraph 4 of this Agreement shall be restricted to natural open space only. No construction of improvements shall be allowed in any such areas other than (i) trail heads, trails, and other

ancillary open space uses (ii) uses permitted under the zoning regulations of the political jurisdiction in which the property is located and (iii) the Moore Road Crossing of a portion of the land encumbered under paragraph 4.5.

6.1 **Biological Management Plan.** Pima County intends to develop a management plan for the Honey Bee Canyon Biological Corridor (the "Biological Management Plan"). Developer acknowledges that Pima County and the Town of Oro Valley may jointly cooperate in the development of the Biological Management Plan and for the Honey Bee Canyon Biological Corridor. Pima County will invite representatives of the Town of Oro Valley, the Developer, and concerned citizens of the County and the Town to provide input in the preparation of the Biological Management Plan. The Biological Management Plan shall inventory biological resources and develop management plans for uses within and adjacent to the Natural Open Space Areas. As a basis for developing the Biological Management Plan, the Honey Bee Canyon Management Plan adopted by the Town of Oro Valley in December 1994 shall be used and included in any additional planning necessary to identify and protect biological resources. It is the intent of the Parties that after the Board of Supervisors has adopted the Biological Management Plan, reasonable modifications to the adopted plan may be made from time to time by the Board of Supervisors but that major additions or changes to the plan requiring significant changes to the development of the Property or Adjacent Parcels (as defined in paragraph 6.2 below) would require the consent of the Developer.

6.2 **Development of Adjacent Parcels.** Prior to recording any plat, or at the time of filing a development plan with Pima County or the Town of Oro Valley, for any land owned by Developer or any affiliate of Developer and adjacent to any of the Natural Open Space Areas, Developer shall submit such plat or development plan to Pima County through the Town of Oro Valley, for lands located within Oro Valley, for the purpose of modifying or eliminating any proposed land use that would have a detrimental impact on existing biological resources within the Honey Bee Canyon Biological Corridor. If such land is located within the Town of Oro Valley, Pima County will provide comments to the Town for the Town's consideration regarding the compatibility of the proposed development with this Agreement. Developer shall, concurrent with any plat or development, record covenants, conditions, and restrictions satisfactory to Pima County against such adjacent properties as are necessary to conserve biological resources in the Natural Open Space Areas. Until such restrictions have been recorded such Developer covenants, Developer shall not develop any land within 150 feet of the boundary of any of the Natural Open Space Areas.

6.3 **Development of Trails in Conservation Easement Described in Exhibit K.** Pima County may elect to develop trails through portions of the land made subject to the Conservation Easement described in Exhibit K and in Paragraph 4.5 above. If such trails are developed by Pima County prior to the date the fee title to the land is conveyed to Pima County or the Pima County Flood Control District, Pima County

shall inform Developer of the proposed location of such trails and consider the recommendations of the Developer prior to trail construction. In the event a trail is located within a portion of the land released from the Conservation Easement under the terms of the Conservation Easement, Developer shall have the right, at Developer's sole cost and expense, to relocate and reconstruct such trail at a location acceptable to Pima County within the areas of the land that remain subject to the Conservation Easement. Any such relocated trail shall be constructed by the Developer to the then current standards of Pima County for similar multi-use trails.

7 **Satisfaction of Slope Density Requirements** The approximately 988 acres of Natural Open Space Areas within the Honey Bee Canyon Biological Corridor shall be included in the total area of the project site for purposes of calculating the hillside development zone slope density requirements for the Property.

8 **Public Access to Pima County Tortolita Mountain Park.** Developer shall make an application to the State of Arizona to purchase public access for a public trail and hiking access via a route planned by Pima County from the general Honeybee Wash area to and through State Trust land to the existing Pima County Tortolita Mountain Park. Developer shall pay all costs associated with the acquisition of such access. If the State of Arizona denies Developer's application to purchase the access, Developer shall apply for a lease for public access over the State lands. If a lease is approved by the State of Arizona, Developer shall provide to Pima County sufficient funds to pay for such public trail and hiking access for a period of ten (10) years commencing as of the date of the lease. The Developer's total

obligation relating to either purchase or lease and develop such trail shall not exceed \$50,000.00, and, at the option of Pima County, these funds may be used to develop the Honey Bee Canyon Biological Corridor Management Plan.

- 9 **School Sites.** Developer shall identify and provide for the dedication of appropriate school sites proximate to the Property of useable and accessible 35 acres as designated in the Rancho Vistoso Planned Area Development for Rancho Vistoso Neighborhood 5 to satisfy the needs of the Amphitheater School District.
- 10 **No Other Dedications.** No other dedications for open space will be require as a condition for development of the Property above and beyond the dedications required by the conditions of the Rezoning and the terms of this Agreement.
- 11 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Pima County or the Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preccding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 12 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages may all be attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
- 13 **Headings and Recitals.** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of



130 West Congress,  
10<sup>th</sup> Floor  
Tucson, Arizona 85701  
Attn: County Administrator

A party may change the address at which the party shall receive notice pursuant to this Agreement by giving written notice of such new address in the same manner as any other notice shall be given in accordance with this section.

18 **Term.** The term of this Agreement shall commence on the Effective Date, which shall be the date of Pima County's approval of the Rezoning and this Agreement, and shall automatically terminate on the 25th anniversary of the Effective Date. This Agreement will remain in full force and effect and inure to the benefit of the Parties named herein even if the Property is annexed by another political jurisdiction. Termination of this Agreement does not alter or effect in any way any conditions of the Rezoning.

19 **No Representations.** Nothing contained herein or in the Approved Plan shall be deemed to obligate Pima County or Developer to complete any part or all of the development of the Property in accordance with the Approved Plan or any other plan, and the Approved Plan shall not be deemed a representation or warranty by the Developer of any kind whatsoever.

20 **No Partnership; Third Parties.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and Pima County. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not

a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

21 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. The Parties acknowledge that the Agreement does not supersede the Rezoning.

22 **Amendment.** No change or addition is to be made to this Agreement except by a written amendment executed by Pima County and the Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Pima County, Arizona.

23 **Severability.** If any material provision of this Agreement is declared void or unenforceable, this Agreement shall continue in full force and effect in all other provisions.

24 **Governing Law.** This Agreement shall be construed and interpreted under the laws of Arizona and is subject to the provisions of A.R.S. Section 38-511. This Agreement has been negotiated by separate legal counsel for Pima County and the Developer, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

25 **Recordation and Effect.** This Agreement shall be recorded in its entirety in the Pima



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the last date written below.

PIMA COUNTY

ATTEST:

*[Signature]*  
Clerk of the Board

By: *[Signature]*  
Chair of the Pima County Board Supervisors

MAR 12 2002

APPROVED AS TO FORM:

*[Signature]* 3-12-02  
Deputy County Attorney

DEVELOPER:

Stone Canyon, L.L.C., an Arizona limited liability company

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ARIZONA     )  
                                  )    ss  
County of Pima         )

The foregoing document was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ of Stone Canyon, L.L.C., this \_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC

Vertical text on the right margin, possibly a stamp or reference code.



**LIST OF EXHIBITS**

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map of Property
Exhibit "C"	Approved Plan
Exhibit "D"	Natural Open Space
Exhibit "E"	Conservation Easement for 120.47 Acres in Section 13
Exhibit "F"	Conservation Easement for 65 Acres in Section 14
Exhibit "G"	Conservation Easement for 97.83 Acres in Sections 13 and 24
Exhibit "H"	Special Warranty Deed for 60 Acres Honey Bee Park
Exhibit "I"	Special Warranty Deed for 145 Acres Honey Bee Wash and Big Wash floodplains
Exhibit "J"	Conservation Easement for 10 Acres Big Wash floodplain
Exhibit "K"	Conservation Easement for 490 Acres in Honey Bee Canyon Biological Corridor

2025 RELEASE UNDER E.O. 14176

**EXHIBIT "A"**

Legal description of the Property (same as in the Rezoning)

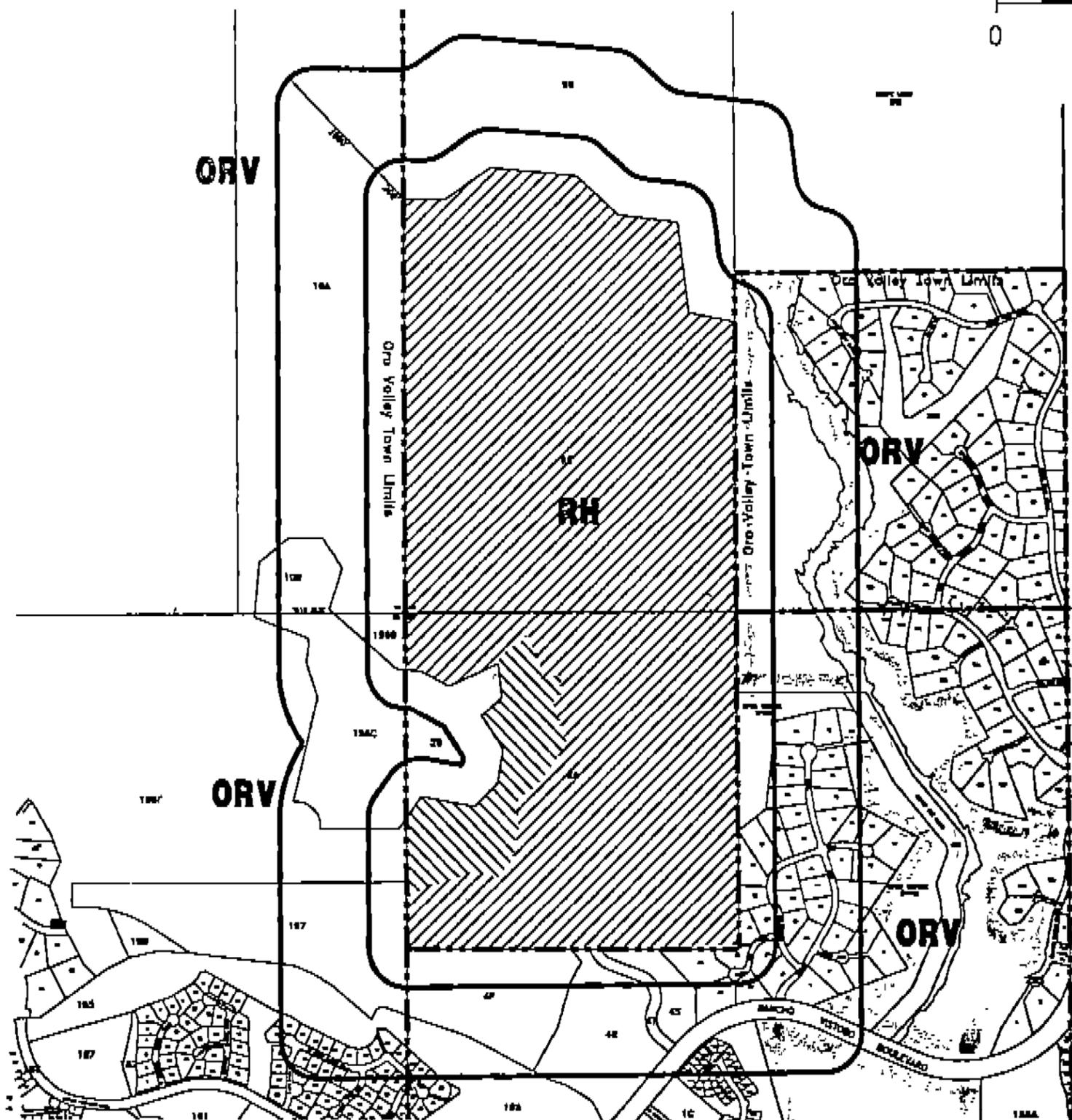
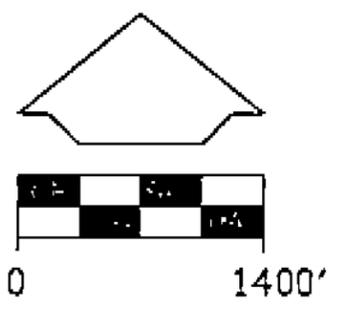
**Pima County Tax Parcel Nos.**

219-04-009E

219-20-002A

2025 JUN 11 10:11 AM

# PIMA COUNTY COMPREHENSIVE PLAN (C07-01-20)



**RH to CR-1**   
**RH to CR-5** 

Area of proposed rezoning from Notification area           

BASE MAP 352.431

Notes NO RECORDED SURVEY PROVIDED - WILL BE NEEDED FOR ORDINANCE MAP

REVISED 02/20/02

Tax codes 219-04-009E  
219-20-002A

Date 2/8/02  
Drafter XA

File no. C09-01-42  
STONE CANYON, L.L.C  
RANCHO VISTOSO BOULEVARD REZONING

PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION

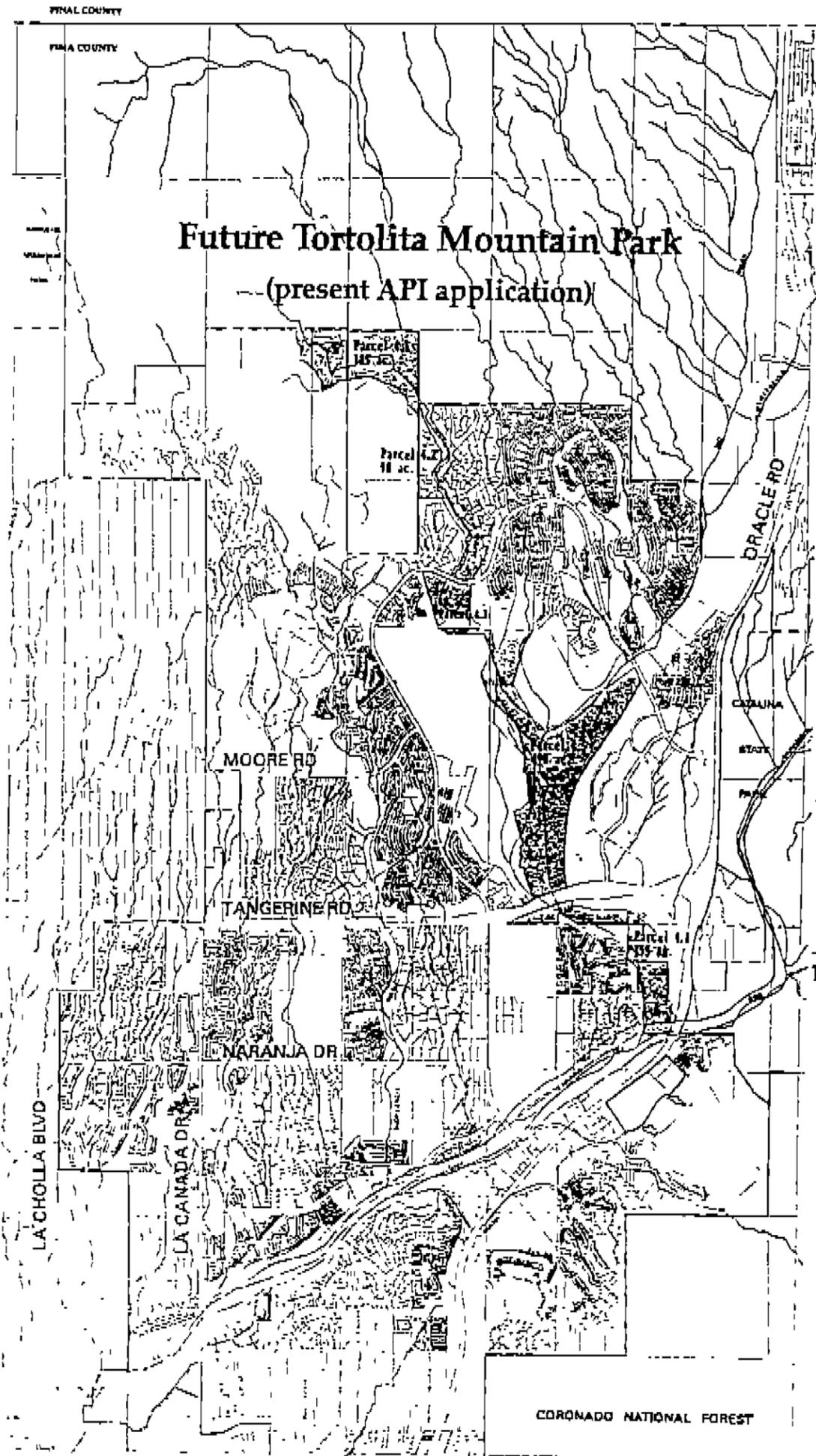
EXHIBIT "B"

11714





# Honey Bee Canyon Study Area



Parcel Acreage	
4.1	185 acres
4.2	98 acres
4.3	60 acres
4.4	155 acres
4.5	490 acres
<b>Total = 988 acres</b>	



- United States of America
- State of Arizona
- City of Tucson
- Oro Valley
- Private
- Honey Bee Canyon Biological Corridor
- Riparian Area to Remain

## EXHIBIT "D"

N  
Scale 1" = 200'



01/11/00 3/11/00

01/11/00 3/11/00

## EXHIBIT "E"

### CONSERVATION EASEMENT

#### For Approximately 120 Acres in Section 13 of T 11 S, R 13 E

Stone Canyon L.L.C., an Arizona limited liability company, ("Grantor") hereby grants to Pima County, a political subdivision of the State of Arizona, ("Pima County") a conservation easement which shall run with the land and shall encumber the land to the extent hereinafter set forth in the real property described in Exhibit A attached hereto and incorporated herein, consisting of approximately 120.47 acres located in Pima County, Arizona, in Section 13 of Township 11 South, Range 13 East (the "Conservation Land").

This Conservation Easement is created for the purpose set forth in Arizona Revised Statutes § 33-271 of imposing limitations upon the use and development of the Conservation Land. In order to satisfy the requirement of Paragraph 7 hereof, Grantor has simultaneously executed a Special Warranty Deed, attached hereto as Exhibit B, which Grantor hereby authorizes Pima County to record on or after the fifth (5) anniversary of the date this Conservation Easement is recorded.

1. Purpose. It is the purpose of this Conservation Easement to ensure that the Conservation Land, subject to the existing or permitted uses described herein, will be retained in its current, predominately natural state; to protect plants, animals including migratory birds, or plant or animal communities on the Conservation Land; to protect the natural or scenic values of the Conservation Land; to protect habitat and ecological services benefitting from the natural resources occurring on the Conservation Land; to protect the conservation values associated with the Conservation Land; to enable the public to access the Conservation Land and other lands of natural or scenic values; and to prevent any use of the Conservation Land that significantly impairs or interferes with the conservation values of the Conservation Land.
2. Prohibited Uses. Any activity on or use of the Conservation Land inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
  - 2.1 Construction or placing of any buildings, permanent camping accommodations, mobile homes or billboards.

- 2.2 Livestock grazing.
  - 2.3 Industrial uses of any kind.
  - 2.4 Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Conservation Land authorized herein.
  - 2.5 The legal or de facto subdivision of the Conservation Land.
  - 2.6 Dumping of refuse, or other unsightly, offensive or toxic materials.
  - 2.7 The introduction of non-native species of noxious or aggressive character, that might adversely affect the natural values of the Conservation Land.
  - 2.8 Filling, excavating, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Conservation Land.
  - 2.9 Pumping of groundwater.
  - 2.10 Storage and use of biocides and chemical fertilizers, except for control of non-native invasive species. Aerial application of biocide or other chemicals is prohibited.
  - 2.11 Manipulation or alteration of natural water courses, stream banks and associated flood terraces, and any activity that would pollute or degrade any surface or subsurface waters.
  - 2.12 Construction of new roads or trails, other than trails for pedestrians, horses and non-motorized vehicles in locations that are either constructed by or approved by Pima County.
  - 2.13 Holding events that encourage human activities that may be inconsistent with the intended purpose of the Conservation Land.
3. Pima County's Remedies. If Pima County determines the Grantor or any other person or entity is in violation of the terms of this Conservation Easement or that a violation is threatened, Pima County may take any action appropriate to prevent the continuation of the violation or the threat of the violation, including but not limited to judicial proceeding

for injunctive relief or otherwise to prevent immediate irreparable injury by reason of a pending or threatened activity. Notwithstanding any action Pima County may take to enforce this Conservation Easement and notwithstanding Grantor's disagreement with Pima County, Grantor hereby covenants and agrees that, upon notice from Pima County that Pima County considers an activity to be in violation or to be a threatened violation of this Conservation Easement, Grantor shall immediately cease any activity that is identified as a violation or a threatened violation in such notice.

4. Rights of Pima County. Pursuant to this Conservation Easement, Pima County shall have the right to preserve and protect the conservation values of the Conservation Land, including, but not limited to, the right to enter upon the Conservation Land at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this easement; the right to construct trails over and across the Conservation Land; and the right to prevent any activity on or use of the Conservation Land that is inconsistent with the purpose of this Conservation Easement; and to require the restoration of such areas or features of the Conservation Land that may be damaged by Grantor.
5. Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor and Pima County.
6. Access. This Conservation Easement grants Pima County the right to permit the public at large a right to enter upon or use the Conservation Land in the manner consistent with this Conservation Easement.
7. Conveyance or Assignment by Grantor. Not later than five (5) years after the date this Conservation Easement is approved by the Pima County Board of Supervisors as indicated below, Grantor shall convey to Pima County the underlying fee simple title interest to the Conservation Land. Grantor hereby agrees that it shall not convey, encumber, restrict or otherwise assign its interests in the Conservation Land or include the Conservation Land in any plat or development plan without the express written consent of the Pima County Board of Supervisors, and that any such attempted conveyance, encumbrance, restriction, or other assignment shall be void.
8. Costs and Liabilities. Pima County shall be responsible for the development and maintenance of any public trails or other Pima County uses of the Conservation Land.
9. Notices. Any notice, demand, request, consent, approval or other communication that the Grantor or Pima County desire or is otherwise required shall be in writing and either

served personally, by facsimile, or sent by Certified Mail. Return Receipt Requested, as follows:

To Grantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Pima County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall run with the Conservation Land.

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Grantor

[Signature Blocks]  
[ACKNOWLEDGMENTS]

Accepted by Pima County:

\_\_\_\_\_  
Chair, Board of Supervisors

Approved as to form

ATTEST

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Clerk, Board of Supervisors

Exhibit A - Legal Description  
Exhibit B - Special Warranty Deed pursuant to Paragraph 7

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## EXHIBIT "F"

### CONSERVATION EASEMENT For Approximately 65 Acres in Section 14 of T 11 S, R 13 E

Stone Canyon L.L.C., an Arizona limited liability company, ("Grantor") hereby grants to Pima County, a political subdivision of the State of Arizona, ("Pima County") a conservation easement which shall run with the land and shall encumber the land to the extent hereinafter set forth in the real property described in Exhibit A attached hereto and incorporated herein, consisting of approximately 65 acres located in Pima County, Arizona, in Section 14 of Township 11 South, Range 13 East (the "Conservation Land").

This Conservation Easement is created for the purpose set forth in Arizona Revised Statutes § 33-271 of imposing limitations upon the use and development of the Conservation Land. In order to satisfy the requirement of Paragraph 7 hercof, Grantor has simultaneously executed a Special Warranty Deed, attached hereto as Exhibit B, which Grantor hereby authorizes Pima County to record on or after the fifth (5) anniversary of the date this Conservation Easement is recorded.

1. Purpose. It is the purpose of this Conservation Easement to ensure that the Conservation Land, subject to the existing or permitted uses described herein, will be retained in its current, predominately natural state; to protect plants, animals including migratory birds, or plant or animal communities on the Conservation Land; to protect the natural or scenic values of the Conservation Land; to protect habitat and ecological services benefitting from the natural resources occurring on the Conservation Land; to protect the conservation values associated with the Conservation Land; to enable the public to access the Conservation Land and other lands of natural or scenic values; and to prevent any use of the Conservation Land that significantly impairs or interferes with the conservation values of the Conservation Land.
2. Prohibited Uses. Any activity on or use of the Conservation Land inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
  - 2.1 Construction or placing of any buildings, permanent camping accommodations, mobile homes or billboards.
  - 2.2 Livestock grazing.

11/15/2017 10:11:43 AM

- 2.3 Industrial uses of any kind.
  - 2.4 Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Conservation Land authorized herein.
  - 2.5 The legal or de facto subdivision of the Conservation Land.
  - 2.6 Dumping of refuse, or other unsightly, offensive or toxic materials.
  - 2.7 The introduction of non-native species of noxious or aggressive character, that might adversely affect the natural values of the Conservation Land.
  - 2.8 Filling, excavating, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Conservation Land.
  - 2.9 Pumping of groundwater.
  - 2.10 Storage and use of biocides and chemical fertilizers, except for control of non-native invasive species. Aerial application of biocide or other chemicals is prohibited.
  - 2.11 Manipulation or alteration of natural water courses, stream banks and associated flood terraces, and any activity that would pollute or degrade any surface or subsurface waters.
  - 2.12 Construction of new roads or trails, other than trails for pedestrians, horses and non-motorized vehicles in locations that are either constructed by or approved by Pima County.
  - 2.13 Holding events that encourage human activities that may be inconsistent with the intended purpose of the Conservation Land.
3. Pima County's Remedies. If Pima County determines the Grantor or any other person or entity is in violation of the terms of this Conservation Easement or that a violation is threatened, Pima County may take any action appropriate to prevent the continuation of the violation or the threat of the violation, including but not limited to judicial proceeding for injunctive relief or otherwise to prevent immediate irreparable injury by reason of a pending or threatened activity. Notwithstanding any action Pima County may take to enforce this Conservation Easement and notwithstanding Grantor's disagreement with Pima County, Grantor hereby covenants and agrees that, upon notice from Pima County that Pima County considers an activity to be in violation or to be a threatened violation of

this Conservation Easement, Grantor shall immediately cease any activity that is identified as a violation or a threatened violation in such notice.

- 4. Rights of Pima County. Pursuant to this Conservation Easement, Pima County shall have the right to preserve and protect the conservation values of the Conservation Land, including, but not limited to, the right to enter upon the Conservation Land at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this easement; the right to construct trails over and across the Conservation Land; and the right to prevent any activity on or use of the Conservation Land that is inconsistent with the purpose of this Conservation Easement; and to require the restoration of such areas or features of the Conservation Land that may be damaged by Grantor.
- 5. Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor and Pima County.
- 6. Access. This Conservation Easement grants Pima County the right to permit the public at large a right to enter upon or use the Conservation Land in the manner consistent with this Conservation Easement.
- 7. Conveyance or Assignment by Grantor. Not later than five (5) years after the date this Conservation Easement is approved by the Pima County Board of Supervisors as indicated below, Grantor shall convey to Pima County, or at the direction of Pima County to the Town of Oro Valley, the underlying fee simple title interest to the Conservation Land. Grantor hereby agrees that it shall not convey, encumber, restrict or otherwise assign its interests in the Conservation Land or include the Conservation Land in any plat or development plan without the express written consent of the Pima County Board of Supervisors, and that any such attempted conveyance, encumbrance, restriction, or other assignment shall be void.
- 8. Costs and Liabilities. Pima County shall be responsible for the development and maintenance of any public trails or other Pima County uses of the Conservation Land.
- 9. Notices. Any notice, demand, request, consent, approval or other communication that the Grantor or Pima County desire or is otherwise required shall be in writing and either served personally, by facsimile, or sent by Certified Mail, Return Receipt Requested, as follows:

To Grantor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PIMA COUNTY

To Pima County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 10. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall run with the Conservation Land.

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2002.

Grantor

[Signature Blocks]

[ACKNOWLEDGMENTS]

Accepted by Pima County:

\_\_\_\_\_  
Chair, Board of Supervisors

Approved as to form

\_\_\_\_\_  
Deputy County Attorney

ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors

- Exhibit A - Legal Description
- Exhibit B - Special Warranty Deed pursuant to Paragraph 7

11/17/2002 10:00 AM

## EXHIBIT "G"

### CONSERVATION EASEMENT

**For Approximately 98 Acres in Sections 13 and 24, T 11 S, R 13 E  
Being Portions of the Estates at Honey Bee Ridge, Book 48 at Page 61**

Stone Canyon L.L.C., an Arizona limited liability company, ("Grantor") hereby grants to Pima County, a political subdivision of the State of Arizona, ("Pima County") a conservation easement which shall run with the land and shall encumber the land to the extent hereinafter set forth in the real property described in Exhibit A attached hereto and incorporated herein, consisting of approximately 98 acres located in Pima County, Arizona, in Sections 13 and 24, Township 11 South, Range 13 East (the "Conservation Land").

This Conservation Easement is created for the purpose set forth in Arizona Revised Statutes § 33-271 of imposing limitations upon the use and development of the Conservation Land and to change certain private Natural Open Space to public Natural Open Space. The Conservation Land is currently designated private Open Space within Parcel A of the subdivision plat of Rancho Vistoso Neighborhood 13, The Estates at Honey Bee Ridge, recorded in the official records of Pima County in the Book 48, Page 61 of Maps and Plats. The Parties agree that the effect of this Conservation Easement shall not result in any change in the existing restrictions for open space under the approved subdivision plat.

1. Purpose. It is the purpose of this Conservation Easement to ensure that the Conservation Land, subject to the existing or permitted uses described herein, will be retained in its current, predominately natural state; to protect plants, animals including migratory birds, or plant or animal communities on the Conservation Land; to protect the natural or scenic values of the Conservation Land; to protect habitat and ecological services benefitting from the natural resources occurring on the Conservation Land; to protect the conservation values associated with the Conservation Land; to enable the public to access the Conservation Land and other lands of natural or scenic values; and to prevent any use of the Conservation Land that significantly impairs or interferes with the conservation values of the Conservation Land.
2. Prohibited Uses. Any activity on or use of the Conservation Land inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- 2.1 Construction or placing of any buildings, permanent camping accommodations, mobile homes or billboards.
  - 2.2 Livestock grazing.
  - 2.3 Industrial uses of any kind.
  - 2.4 Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Conservation Land authorized herein.
  - 2.5 The legal or de facto subdivision of the Conservation Land.
  - 2.6 Dumping of refuse, or other unsightly, offensive or toxic materials.
  - 2.7 The introduction of non-native species of noxious or aggressive character, that might adversely affect the natural values of the Conservation Land.
  - 2.8 Filling, excavating, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Conservation Land.
  - 2.9 Pumping of groundwater.
  - 2.10 Storage and use of biocides and chemical fertilizers, except for control of non-native invasive species. Aerial application of biocide or other chemicals is prohibited.
  - 2.11 Manipulation or alteration of natural water courses, stream banks and associated flood terraces, and any activity that would pollute or degrade any surface or subsurface waters.
  - 2.12 Construction of new roads or trails, other than trails for pedestrians, horses and non-motorized vehicles in locations that are either constructed by or approved by Pima County.
  - 2.13 Holding events that encourage human activities that may be inconsistent with the intended purpose of the Conservation Land.
3. Pima County's Remedies. If Pima County determines the Grantor or any other person or entity is in violation of the terms of this Conservation Easement or that a violation is threatened, Pima County may take any action appropriate to prevent the continuation of the violation or the threat of the violation, including but not limited to judicial proceeding for injunctive relief or otherwise to prevent immediate irreparable injury by reason of a

pending or threatened activity. Notwithstanding any action Pima County may take to enforce this Conservation Easement and notwithstanding Grantor's disagreement with Pima County, Grantor hereby covenants and agrees that, upon notice from Pima County that Pima County considers an activity to be in violation or to be a threatened violation of this Conservation Easement, Grantor shall immediately cease any activity that is identified as a violation or a threatened violation in such notice.

- 4. Rights of Pima County. Pursuant to this Conservation Easement, Pima County shall have the right to preserve and protect the conservation values of the Conservation Land, including, but not limited to, the right to enter upon the Conservation Land at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this easement; the right to construct trails over and across the Conservation Land; and the right to prevent any activity on or use of the Conservation Land that is inconsistent with the purpose of this Conservation Easement; and to require the restoration of such areas or features of the Conservation Land that may be damaged by Grantor.
- 5. Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor and Pima County.
- 6. Access. This Conservation Easement grants Pima County the right to permit the public at large a right to enter upon or use the Conservation Land in the manner consistent with this Conservation Easement.
- 7. Conveyance or Assignment by Grantor. Grantor hereby agrees that it shall not convey, encumber, restrict or otherwise assign its interests in the Conservation Land or include the Conservation Land in any plat or development plan without the express written consent of the Pima County Board of Supervisors, and that any such attempted conveyance, encumbrance, restriction, or other assignment shall be void.
- 8. Costs and Liabilities. Pima County shall be responsible for the development and maintenance of any public trails or other Pima County uses of the Conservation Land.
- 9. Notices Any notice, demand, request, consent, approval or other communication that the Grantor or Pima County desire or is otherwise required shall be in writing and either served personally, by facsimile, or sent by Certified Mail, Return Receipt Requested, as follows:

To Grantor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To Pima County:

2025 RELEASE UNDER E.O. 14176



**EXHIBIT H**

**SPECIAL WARRANTY DEED**

For valuable consideration, \_\_\_\_\_, an Arizona \_\_\_\_\_, does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situated in Pima County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2002.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Arizona     )  
                                  ) ss  
County of Pima     )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_

EXEMPTION: A.R.S. § 11-1134.A.3.	Board of Supervisors Approval: March 12, 2002
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11/12/02 10:11 AM

### EXHIBIT I

### SPECIAL WARRANTY DEED

For valuable consideration, \_\_\_\_\_, an Arizona \_\_\_\_\_, does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situated in Pima County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2002.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Arizona     )  
                                  ) ss  
County of Pima     )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_

EXEMPTION: A.R.S. § 11-1134.A.3.	Board of Supervisors Approval: March 12, 2002
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APR 12 2002 10:00 AM

**EXHIBIT "J"****CONSERVATION EASEMENT****For Approximately 10 Acres in Section 31 of T 11 S, R 14 E**

Stone Canyon L.L.C., an Arizona limited liability company, ("Grantor") hereby grants to Pima County, a political subdivision of the State of Arizona, ("Pima County") a conservation easement which shall run with the land and shall encumber the land to the extent hereinafter set forth in the real property described in Exhibit A attached hereto and incorporated herein, consisting of approximately 10 acres located in Pima County, Arizona, in Section 31 of Township 11 South, Range 14 East (the "Conservation Land").

This Conservation Easement is created for the purpose set forth in Arizona Revised Statutes § 33-271 of imposing limitations upon the use and development of the Conservation Land.

1. Purpose. It is the purpose of this Conservation Easement to ensure that the Conservation Land, subject to the existing or permitted uses described herein, will be retained in its current, predominately natural state; to protect plants, animals including migratory birds, or plant or animal communities on the Conservation Land; to protect the natural or scenic values of the Conservation Land; to protect habitat and ecological services benefitting from the natural resources occurring on the Conservation Land; to protect the conservation values associated with the Conservation Land; to enable the public to access the Conservation Land and other lands of natural or scenic values; and to prevent any use of the Conservation Land that significantly impairs or interferes with the conservation values of the Conservation Land.
2. Prohibited Uses. Any activity on or use of the Conservation Land inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
  - 2.1 Construction or placing of any buildings, permanent camping accommodations, mobile homes or billboards.
  - 2.2 Livestock grazing.

- 2.3 Industrial uses of any kind.
  - 2.4 Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Conservation Land authorized herein.
  - 2.5 The legal or de facto subdivision of the Conservation Land.
  - 2.6 Dumping of refuse, or other unsightly, offensive or toxic materials.
  - 2.7 The introduction of non-native species of noxious or aggressive character, that might adversely affect the natural values of the Conservation Land.
  - 2.8 Filling, excavating, dredging, mining, drilling, exploration, or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Conservation Land.
  - 2.9 Pumping of groundwater.
  - 2.10 Storage and use of biocides and chemical fertilizers, except for control of non-native invasive species. Aerial application of biocide or other chemicals is prohibited.
  - 2.11 Manipulation or alteration of natural water courses, stream banks and associated flood terraces, and any activity that would pollute or degrade any surface or subsurface waters.
  - 2.12 Construction of new roads or trails, other than trails for pedestrians, horses and non-motorized vehicles in locations that are either constructed by or approved by Pima County.
  - 2.13 Holding events that encourage human activities that may be inconsistent with the intended purpose of the Conservation Land.
3. Pima County's Remedies. If Pima County determines the Grantor or any other person or entity is in violation of the terms of this Conservation Easement or that a violation is threatened, Pima County may take any action appropriate to prevent the continuation of the violation or the threat of the violation, including but not limited to judicial proceeding for injunctive relief or otherwise to prevent immediate irreparable injury by reason of a pending or threatened activity. Notwithstanding any action Pima County may take to





**EXHIBIT "K"****CONSERVATION EASEMENT  
For Approximately 490 Acres  
in Sections 29, 30, and 31 of T 11 S, R 14 E  
and in Section 25 of T 11 S, R 13 E**

Stone Canyon L.L.C., an Arizona limited liability company, ("Grantor") hereby grants to Pima County, a political subdivision of the State of Arizona, ("Pima County") a conservation easement which shall run with the land and shall encumber the land to the extent hereinafter set forth in the real property described in Exhibit A attached hereto and incorporated herein, consisting of approximately 490 acres located in Pima County, Arizona, in Sections 29, 30, and 31 of Township 11 South, Range 14 East, and in Section 25 of Township 11 South, Range 13 East (the "Conservation Land").

This Conservation Easement is created for the purpose set forth in Arizona Revised Statutes § 33-271 of imposing limitations upon the use and development of the Conservation Land. In order to satisfy the requirement of Paragraph 8 hereof, Grantor has simultaneously executed a Special Warranty Deed, attached hereto as Exhibit B, which Grantor hereby authorizes Pima County to record on or after the fifth (5) anniversary of the date this Conservation Easement is recorded.

1. **Purpose.** It is the purpose of this Conservation Easement to ensure that the Conservation Land, subject to the existing or permitted uses described herein, will be retained in its current, predominately natural state; to protect plants, animals including migratory birds, or plant or animal communities on the Conservation Land; to protect the natural or scenic values of the Conservation Land; to protect habitat and ecological services benefitting from the natural resources occurring on the Conservation Land; to protect the conservation values associated with the Conservation Land; to enable the public to access the Conservation Land and other lands of natural or scenic values; and to prevent any use of the Conservation Land that significantly impairs or interferes with the conservation values of the Conservation Land.
2. **Boundaries.** It is Grantor's intent that not less than 490 acres of open space be dedicated to Pima County by means of this Conservation Easement. Grantor and Pima County acknowledge, however, that the precise boundaries of the 490 acres of Conservation Land may change slightly from the land described in Exhibit A attached hereto to permit minor adjustments to the boundaries to accommodate development of adjoining parcels in a

manner that best preserves the intent of this Conservation Easement and the Honey Bee Canyon Biological Corridor. To that end, Grantor and Pima County agree that, from time to time, prior to the transfer of fee title pursuant to Paragraph 8 of this Conservation Easement, Grantor may propose for Pima County's consent minor adjustments to the boundaries of the Conservation Land. Pima County agrees to not unreasonably withhold its consent to such minor adjustments provided the adjusted boundaries contain not less than the same acreage within the Honey Bee Biological Corridor and provided that, in Pima County's opinion, the substituted land contain biological resources of equal or greater value to the land being removed from this Conservation Easement. Upon approval of such substitution of land, this Conservation Easement shall be amended to reflect the change in the legal description. From and after the date the fee title interest in the Conservation Land has been conveyed to Pima County or the Pima County Flood Control District pursuant to Paragraph 8, any modifications to the boundaries of the Conservation Land shall be in the sole and absolute discretion of Pima County or the Pima County Flood Control District, as the case may be.

3. Prohibited Uses. Any activity on or use of the Conservation Land inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- 3.1 Construction or placing of any buildings, permanent camping accommodations, mobile homes or billboards.
  - 3.2 Livestock grazing.
  - 3.3 Industrial uses of any kind.
  - 3.4 Surface alteration or natural vegetation alteration other than that necessary to accommodate the uses of the Conservation Land authorized herein.
  - 3.5 The legal or de facto subdivision of the Conservation Land.
  - 3.6 Dumping of refuse, or other unsightly, offensive or toxic materials.
  - 3.7 The introduction of non-native species of noxious or aggressive character, that might adversely affect the natural values of the Conservation Land.

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5. Release of Portions of Land from Easement. Pima County acknowledges that Rancho Vistoso Planned Area Development previously approved by the Town of Oro Valley allows development of a golf course over portions of the area to be made subject to this Conservation Easement as an approved land use. Pima County will cooperate with the Grantor in identifying adjusted boundaries to this Conservation Easement to the extent land covered by this Conservation Easement is necessary for the development of an allowed golf course use. Pima County and Grantor acknowledge that development of any golf course by the Grantor is subject to the jurisdiction of the Town of Oro Valley. At the time of requesting a partial release of this Conservation Easement over the portions of the land determined to be required for the development of an approved golf course, Grantor shall, at Grantor's sole cost and expense, provide to Pima County two (2) separate biological assessment reports prepared by independent biological expert consultants to assist Pima County in determining what portions of the land subject to this Conservation Easement are appropriate for release. It is the intent of the Parties that this Conservation Easement protect and preserve land having the most significant biological value and that as many acres of this Conservation Easement as reasonably possible continue to be subject to this Conservation Easement. In no event shall the release of this Conservation Easement over any portion of the land cause the land subject to this Conservation Easement to be less than 250 acres.
6. Pima County's Remedies. If Pima County determines the Grantor or any other person or entity is in violation of the terms of this Conservation Easement or that a violation is threatened, Pima County may take any action appropriate to prevent the continuation of the violation or the threat of the violation, including but not limited to judicial proceeding for injunctive relief or otherwise to prevent immediate irreparable injury by reason of a pending or threatened activity. Notwithstanding any action Pima County may take to enforce this Conservation Easement and notwithstanding Grantor's disagreement with Pima County, Grantor hereby covenants and agrees that, upon notice from Pima County that Pima County considers an activity to be in violation or to be a threatened violation of this Conservation Easement, Grantor shall immediately cease any activity that is identified as a violation or a threatened violation in such notice.
7. Rights of Pima County. Pursuant to this Conservation Easement, Pima County shall have the right to preserve and protect the conservation values of the Conservation Land, including, but not limited to, the right to enter upon the Conservation Land at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this easement; the right to construct trails over and across the Conservation Land; and the right to prevent any activity on or use of the Conservation Land that is inconsistent with

the purpose of this Conservation Easement; and to require the restoration of such areas or features of the Conservation Land that may be damaged by Grantor.

- 8. Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor and Pima County.
- 9. Access. This Conservation Easement grants Pima County the right to permit the public at large a right to enter upon or use the Conservation Land in the manner consistent with this Conservation Easement.
- 10. Conveyance or Assignment by Grantor. Not later than five (5) years after the date this Conservation Easement is approved by the Pima County Board of Supervisors as indicated below, Grantor shall convey to Pima County, or at the direction of Pima County to the Pima County Flood Control District, the underlying fee simple title interest to the Conservation Land as amended pursuant to Paragraph 2 of this Conservation Easement. Grantor hereby agrees that it shall not convey, encumber, restrict or otherwise assign its interests in the Conservation Land or include the Conservation Land in any plat or development plan without the express written consent of the Pima County Board of Supervisors, and that any such attempted conveyance, encumbrance, restriction, or other assignment shall be void
- 11. Costs and Liabilities. Pima County shall be responsible for the development and maintenance of any public trails or other Pima County uses of the Conservation Land.
- 12. Notices. Any notice, demand, request, consent, approval or other communication that the Grantor or Pima County desire or is otherwise required shall be in writing and either served personally, by facsimile, or sent by Certified Mail, Return Receipt Requested, as follows:

To Grantor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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To Pima County:

\_\_\_\_\_

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\_\_\_\_\_

PIMA COUNTY

13. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall run with the Conservation Land.

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2002.

Grantor

[Signature Blocks]

[ACKNOWLEDGMENTS]

Accepted by Pima County:

\_\_\_\_\_  
Chair, Board of Supervisors

Approved as to form

\_\_\_\_\_  
Deputy County Attorney

ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors

Exhibit A - Legal Description

Exhibit B - Special Warranty Deed pursuant to Paragraph 10

Vertical text on the right margin, possibly a page number or reference.