



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

Award Contract Grant

Requested Board Meeting Date: July 11, 2017

* = Mandatory, information must be provided

or Procurement Director Award

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

Pacific International Properties, LLP, an Arizona Limited Liability Partnership ("Pacific International")

***Project Title/Description:**

Agreement Ancillary to Agreement to Donate Real Property (the "Ancillary Agreement"). Acq-0610. Sup. District 1.

***Purpose:**

Pacific International is the sole beneficiary of Fidelity National Title Agency Trust No. 60,327 (the "Trust"), which owns fee title to 374 acres of open space (the "Property") it wishes to donate to County. The Agreement to Donate Real Property between the Trust and County is before this Board of Supervisors for approval contemporaneously with this Ancillary Agreement. The County's agreement to accept the donation of the Property from the Trust was conditioned upon Pacific International's agreeing to comply with certain obligations as set forth in the Ancillary Agreement, including but not limited to the following. Pacific International has agreed to pay an annual endowment in the sum of \$6,000.00 to County to be placed in a Special Revenue Fund to be established by County Natural Resources Parks and Recreation ("NRPR") in order to fund future expenses in connection with County's ownership and maintenance of the Property. The annual endowment will increase each year based upon the increase in the CPI-U. Pacific International will also pay to County at Closing the sum of \$15,000.00 to be placed into the referenced Special Revenue Fund to be used specifically to financially assist NRPR to fence portions of the Property. Pacific International will also provide an ingress/egress easement to the Property and will have the Property released from an existing Grazing Lease and from the Cascada Covenants, Conditions and Restrictions.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

Pacific International will perform certain monetary and non-monetary obligations in favor of County in order to help County to defray its expenses related to the ownership and maintenance of the Property.

***Public Benefit:**

The acceptance of the donation of the Property will conserve important habitat within the Conservation Lands System and the endowment and other financial obligations running from Pacific International to County will assist County in its ownership and maintenance of the Property.

***Metrics Available to Measure Performance:**

Pacific International will pay \$6,000.00 for its first annual endowment payment at Closing and will also pay \$15,000.00 at Closing to assist NRPR to fence the Property.

***Retroactive:**

No.

To: COB (1) 7-3-17

Pgs.: 16

ADDENDUM

JUL 03 17 AM 09:43 PC CLK OF BD
AKS

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*0234

Effective Date: 7/11/2017 Termination Date: 7/10/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* -0- Revenue Amount: \$ 45,727.76

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Michael D. Stofko

Department: Real Property Telephone: 520-624-6667

Department Director Signature/Date:  6/23/17

Deputy County Administrator Signature/Date:  6/30/17

County Administrator Signature/Date:  6/30/17

(Required for Board Agenda/Addendum Items)



MEMORANDUM
PUBLIC WORKS-REAL PROPERTY SERVICES

Date: 6-30-17

To: Julie Castaneda

From: Michael D. Stofko

**RE: Fidelity Title Trust No. 60,327 Donation Agreement // CTN-17*0233
Pacific International Ancillary Agreement // CTN-17*0234**

Ms. Castaneda,

The two items referenced above should be considered together by the Board of Supervisors because: 1) they are related; and 2) approval of the Ancillary Agreement is a condition of the County's acceptance of the referenced Donation Agreement.

Thank you very much. If you have any questions, please do not hesitate to call me.

**Michael D. Stofko
Special Projects
724-6667
Mike.Stofko@pima.gov**

JUL 03 17 AM 09:43 PC CLK OF BD
ACB

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

**PROJECT: Agreement Ancillary to
Agreement to Donate Real Property**

**OBLIGOR: Pacific International Properties,
LLP, an Arizona Limited Liability Partnership**

AMOUNT (Revenue): \$45,727.76

CONTRACT

NO. CTN-PW-17-234

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

AGREEMENT ANCILLARY TO AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between Pacific International Properties, LLP, an Arizona Limited Liability Partnership, ("**Pacific International**"), and Pima County, a political subdivision of the State of Arizona ("**County**"). Pacific International and County are hereinafter referred to collectively as the "**Parties**". This Agreement is effective on the date Pacific International and County have executed this Agreement (the "**Effective Date**"). The date County signs is the date the Chair of the Pima County Board of Supervisors signs this Agreement.

2. **Background & Purpose.**

2.1. Pacific International is the sole beneficiary of Fidelity National Title Agency Trust Number 60327 (the "**Trust**") which holds fee title to approximately three-hundred seventy-four acres of undeveloped land in the Town of Marana, Pima County, legally described and depicted, collectively, on **Exhibit A** attached hereto, and commonly known as a portion of Assessor's Tax Parcel 216-19-6020 (the "**Property**");

2.2. Pacific International, as beneficiary of the Trust, has directed the Trust to donate the Property to County, subject to those terms and conditions as set forth with specificity in that certain Agreement to Donate Real Property which will be submitted to the Pima County Board of Supervisors for approval and execution contemporaneously with this Agreement; and

2.3. County will agree to accept the donation of the Property only to the extent

that Pacific International will comply with the express terms and conditions of this Agreement.

3. **Endowment.**

3.1. Pacific International acknowledges that County will incur certain ongoing expenses in connection with the ownership and maintenance of the Property, including but not limited to the County's reporting requirement as set forth in subsection 3.7 below, and agrees to defray those expenses by payment to County of an annual endowment (the "Endowment") as set forth in this Section 3.

3.2. Pacific International will pay to County, contemporaneously with the Close of Escrow conveying the Property from the Trust to County (the "Closing Date"), the sum of six-thousand dollars (\$6,000.00), representing the first year's Endowment Amount.

3.3. On the first anniversary of the Closing Date, and on each anniversary date thereafter, for as long as County owns the Property, Pacific International will pay to County an increased Endowment Amount. The Endowment Amount will increase each year based upon the increase of the Consumer Price Index-Urban for the Tucson metropolitan region during the prior year, which will be added to the prior year's increased Endowment Amount.

3.4. Pacific International may assign its obligation to pay the increased Endowment Amount to County each year to the Cascada Master Homeowners' Association, or to any other qualified entity that agrees in writing to pay the increased Endowment Amount to County, only upon the prior written consent of County.

3.5. Notwithstanding any such assignment under Section 3.4 above, Pacific International remains liable to County as the primary obligor with regard to payment of the increased Endowment Amount to County each year.

3.6. County will deposit the Endowment Amount payments in a Special Revenue Fund to be established by the Pima County Natural Resources Parks and Recreation Department, the managing department, in order to fund future expenses County may incur in connection with ownership and maintenance of the Property.

3.7. County will conduct an inspection of the Property at least annually to determine if there are violations of the Restrictions enumerated in Section 3 of Exhibit B to the Special Warranty Deed (the "**Deed Restrictions**"). County will also prepare an

annual inspection report ("**Report**") and deliver copies to Pacific International, Cascada Master Homeowners' Association, or to any other qualified entity that agreed in writing to pay the Endowment. The Report will describe the then current conditions of the Property and note any violations of the Deed Restrictions as well as actions taken to correct any violations. County will provide copies of Report no later than November 1 of each year. County will maintain the Reports as County records in accordance with Arizona state law.

4. **Access.**

4.1. Pacific International shall record an Easement for Ingress and Egress in favor of County from the western terminus of W. Potvin Lane, along the southern boundary of Pacific International's property currently known as Pima County tax parcel 216-19-579A, as shown on the map attached to this Agreement as **Exhibit B**.

4.2. Pacific International will execute and record the Easement described in Section 4.1 above not later than thirty (30) calendar days following the Closing Date.

4.3. At such time, if ever, as West Potvin Lane is extended to the west so that County has public road access to the Property, County shall, upon Pacific International's written request, execute and record a Release of the Easement described in this Section

5. **Fencing.** Pacific International will pay to County on the Closing Date the sum of fifteen thousand dollars (\$15,000.00), in addition to the first year's Endowment Amount referenced in Section 3.2 above, to be deposited into the Special Revenue Fund referenced in Section 3.6 above, and used by County specifically to fence portions of the Property, with the types and locations of the fencing to be at County's sole discretion.

6. **Release of Property from Grazing Lease.** Not later than thirty (30) calendar days following the Closing Date, Pacific International shall cause the Trust to secure the release of the Property from that certain Lease Agreement between the Trust, as Lessor, and Dan Post, as Lessee, effective as of January 1, 2012.

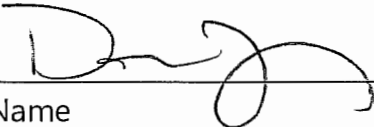
7. **Release of Property from Cascada CC & Rs.** Prior to Closing, Pacific International shall execute or cause to be executed a Release or De-Annexation of the Property such that it is no longer within the "Covered Property" pursuant to that Section 1.24 of that certain Declaration of Covenants, Conditions and Restrictions ("CC&Rs") for Cascada dated January 14, 2009, and recorded in Docket 13480 at Page 1394 in the Office of the Pima County Recorder.

8. **Property Boundary Markers.** Not later than thirty (30) calendar days following the Closing Date, Pacific International shall survey the Property and conspicuously mark the perimeter of the Property with survey marking whiskers.
9. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.
10. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.
11. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

Pacific International Properties, an Arizona Limited Liability Partnership

By: Red Point Development, Inc., an Arizona Corporation,
Acting as agent and under Power of Attorney
for Pacific International Properties, LLP



Name

6/27/17

Date

Its: President

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

Sharon Bronson, Chair, Board of Supervisors

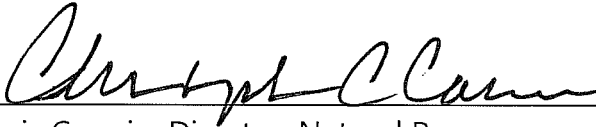
Date

ATTEST:

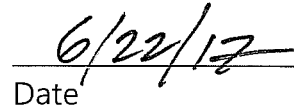
Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:



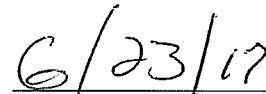
Chris Cawein, Director, Natural Resources
Parks & Recreation Department



Date



Neil J. Konigsberg, Manager,
Real Property Services Department

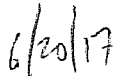


Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division



Date

TAX PARCEL NUMBER: A portion of 216-19-6020



May 22, 2017
ASI 12001 (Red Point Development)

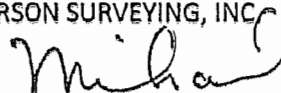
LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA A-1

All of Common Area A-1 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Section 9 of Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

Containing 36.116 acres of land, more or less.

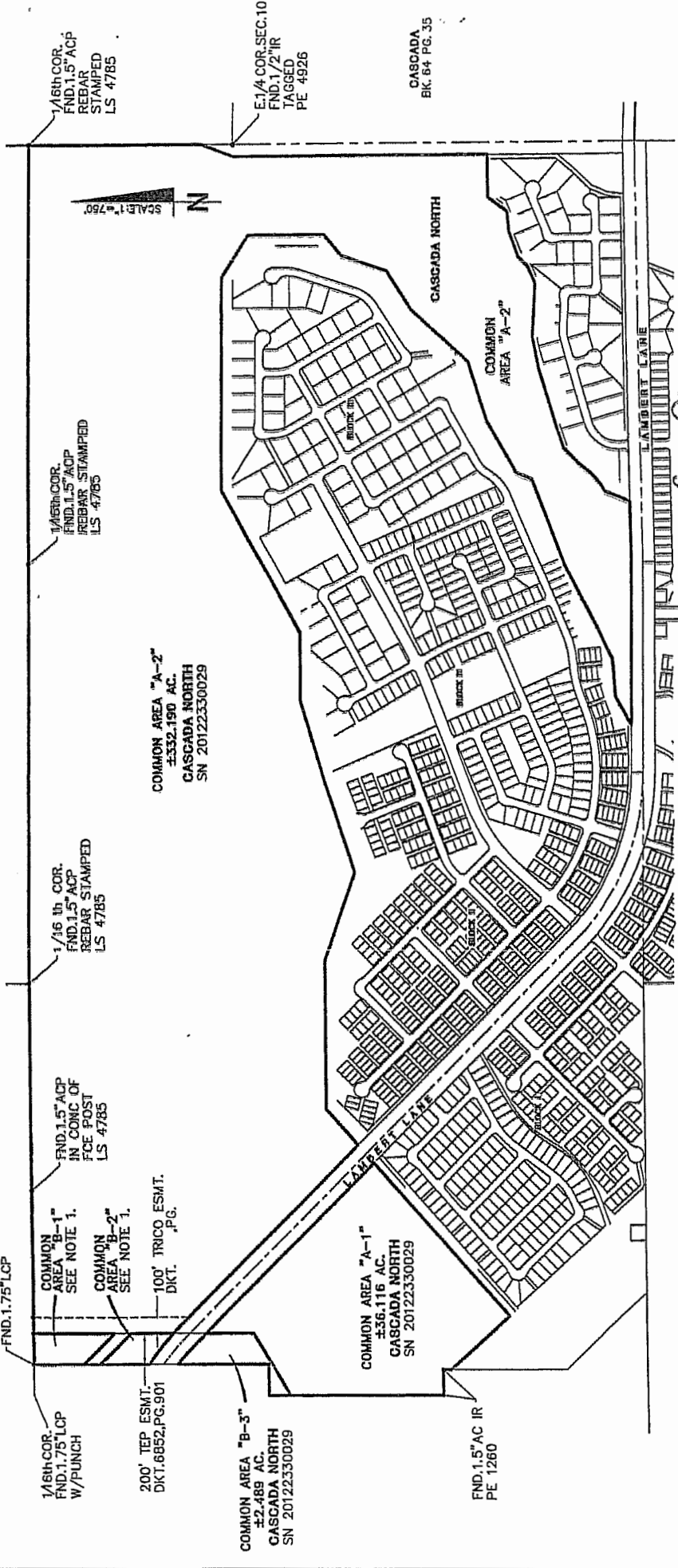
The Basis of Bearing for this Legal Description is the south line of the northeast quarter of Section 15, Township 12 South, Range 12 East as shown on the Plat of Camino de Manana Estates recorded in Book 27 of Maps and Plats at Page 79, the bearing being N 89 °50'29" E. This is the basis of bearing as shown on both Cascada, Book 64 of Maps and Plats at Page 35 and Cascada North, Sequence No. 20122330029.

Prepared by:
AMERSON SURVEYING, INC.

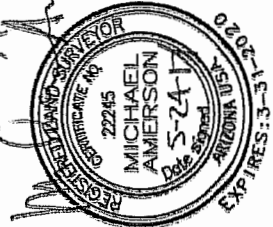

MICHAEL K. AMERSON, PLS



EXPIRES 03/31/ 20



DEPICTION OF EXHIBIT "A" TO ACCOMPANY
 A LEGAL DESCRIPTION FOR
 MITIGATION FOR A PORTION OF
CASCADA NORTH
 IN SECTIONS 9&10
 T-12-S, R-12-E,
 G & SRM, PIMA COUNTY, ARIZONA
 AST 12001, REV. MAY, 23, 2017, PM, SHEET 2 OF 2



- NOTES:**
1. AREA OF COMMON AREA "A-1" = ±36.116 AC.
 AREA OF COMMON AREA "A-2" = ±332.190 AC.
 AREA OF COMMON AREA "B-1" = ±1.981 AC.
 AREA OF COMMON AREA "B-2" = ±1.330 AC.
 AREA OF COMMON AREA "B-3" = ±2.489 AC.

- LEGEND:**
- FOUND AS NOTED.
 - FOUND 1/2" IR, TAG 22245

AMERSON SURVEYING INC

Camp Lowell Corporate Center
 4552 East Camp Lowell Drive
 Tucson, Arizona, 85712
 POC: 520-325-5883
 520-325-5883



May 22, 2017
ASI 12001 (Red Point Development)


LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA A-2

All of Common Area A-2 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Section 9 of Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

Containing 332.190 acres of land, more or less.

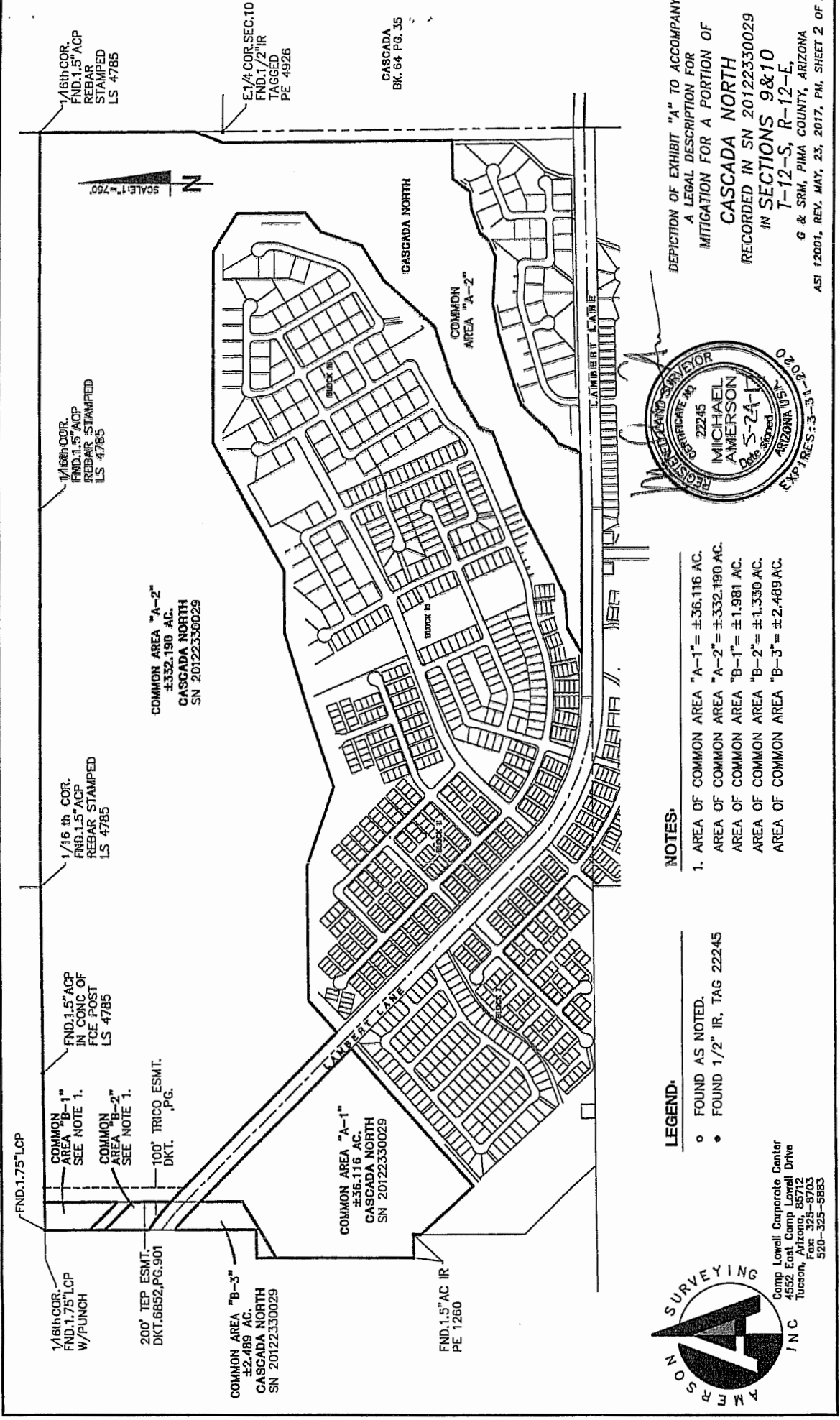
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AMERSON SURVEYING, INC.


MICHAEL K. AMERSON, PLS



EXPIRES 03/31/ 20



1/16th COR.
FND. 1.5" ACP
REBAR STAMPED
LS 4785

E 1/4 COR. SEC. 10
FND. 1 1/2" IR
TAGGED
PE 4926

CASCADA
BLK. 84 PG. 35

1/16th COR.
FND. 1.5" ACP
REBAR STAMPED
LS 4785

1/16 th. COR.
FND. 1.5" ACP
REBAR STAMPED
LS 4785

FND. 1.5" ACP
IN CONC OF
FCE POST
LS 4785

FND. 1.75" LCP

COMMON
AREA "B-1"
SEE NOTE 1.

COMMON
AREA "B-2"
SEE NOTE 1.

100' TRICO. ESMT.
DKT. PG.

200' TEP ESMT.
DKT. 6652, PG. 901

COMMON AREA "B-3"
±2.489 AC.
CASCADA NORTH
SN 20122330029

COMMON AREA "A-1"
±36.116 AC.
CASCADA NORTH
SN 20122330029

FND. 1.5" AC IR
PE 1260

COMMON AREA "A-2"
±332.190 AC.
CASCADA NORTH
SN 20122330029

SCALE: 1" = 750'



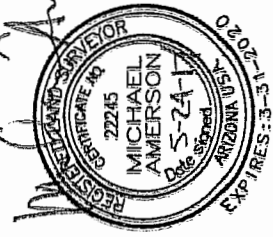
Camp Lowell Corporate Center
4552 East Camp Lowell Drive
Tucson, Arizona, 85712
Fax: 520-8703
520-525-5665

LEGEND:

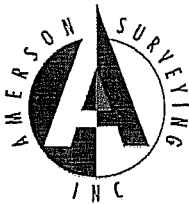
- FOUND AS NOTED.
- FOUND 1/2" IR, TAG 22245

NOTES:

1. AREA OF COMMON AREA "A-1" = ±36.116 AC.
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- AREA OF COMMON AREA "B-1" = ±1.981 AC.
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- AREA OF COMMON AREA "B-3" = ±2.489 AC.



DEPICTION OF EXHIBIT "A" TO ACCOMPANY
A LEGAL DESCRIPTION FOR
MITIGATION FOR A PORTION OF
CASCADA NORTH
RECORDED IN SN 20122330029
IN SECTIONS 9&10
T-12-S, R-12-E,
G & SRM, PINA COUNTY, ARIZONA
ASI 12001, REV. MAY, 23, 2017, PH, SHEET 2 OF 2



May 22, 2017
ASI 12001 (Red Point Development)

LEGAL DESCRIPTION FOR CASCADA NORTH, COMMON AREA B-1

All of Common Area B-1 of Cascada North, Blocks I through IV and Common Areas "A" and "B" recorded in Sequence No. 20122330029, Records of Pima County, Arizona, located within Section 9 of Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

Containing 1.981 acres of land, more or less.

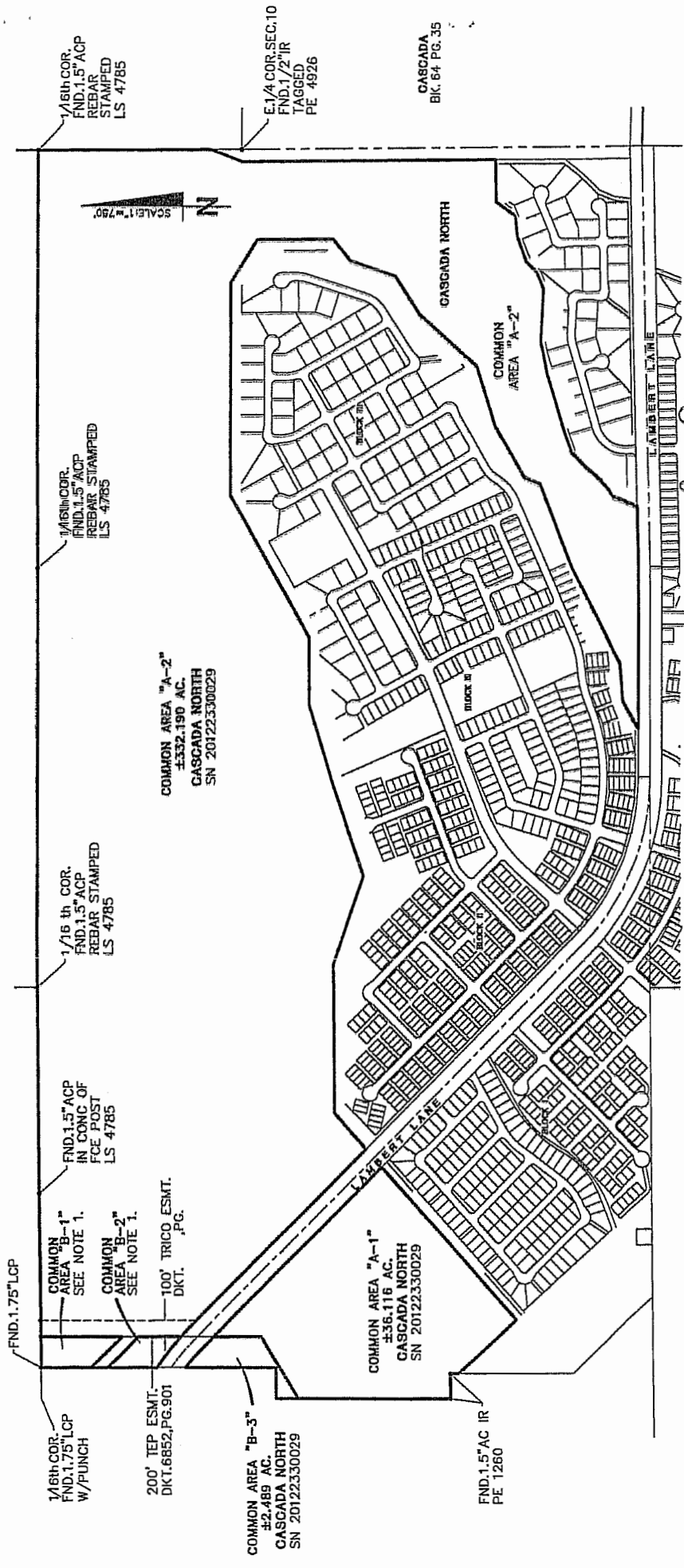
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EXPIRES 03/31/ 20



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FND. 1.5" ACP
REBAR STAMPED
LS 4785

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REBAR STAMPED
LS 4785

FND. 1.5" ACP
IN CONC. OF
FCE POST
LS 4785

FND. 1.75" LCP

COMMON AREA "B-1"
SEE NOTE 1.

COMMON AREA "B-2"
SEE NOTE 1.

100' TRICO ESMT.
DKT. PG.

200' TEP ESMT.
DKT. 6652, PG. 901

COMMON AREA "B-3"
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GASCADA NORTH
SN 20122330029

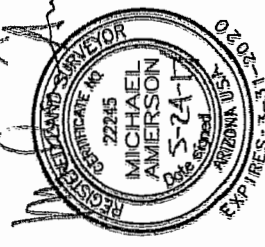
COMMON AREA "A-1"
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GASCADA NORTH
SN 20122330029

FND. 1.5" AC IR
PE 1260

COMMON AREA "A-2"
±332.190 AC.
GASCADA NORTH
SN 20122330029

E. 1/4 COR SEC. 10
FND. 1/2" IR
TAGGED
PE 4926

GASCADA
BLK. 64 PG. 35



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MITIGATION FOR A PORTION OF
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IN SECTIONS 9&10
T-12-S, R-12-E,
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JAMERSON SURVEYING INC.
Camp Lowell Corporate Center
4552 East Camp Lowell Drive
Tucson, Arizona 85712
Phone: 325-5713
520-325-5883



May 22, 2017
ASI 12001 (Red Point Development)

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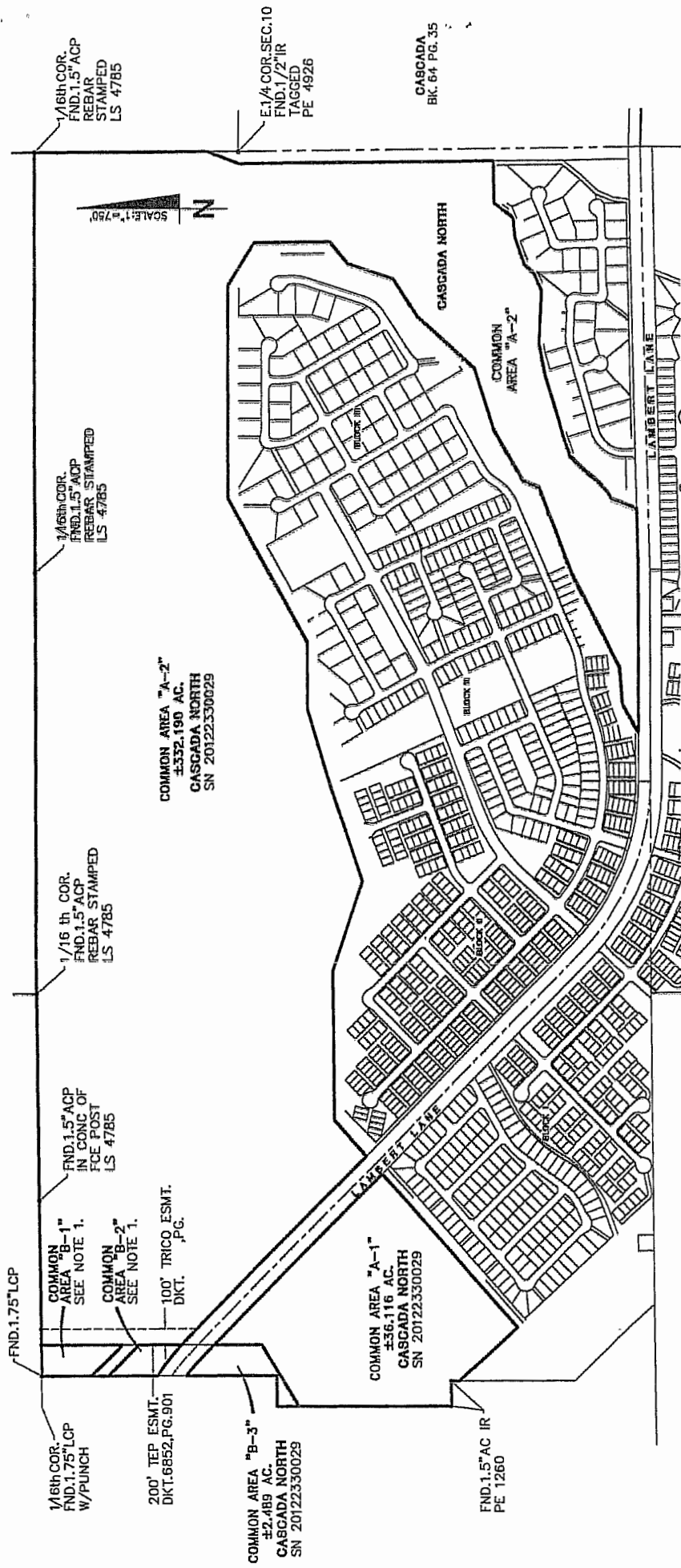
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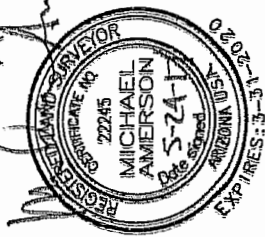

MICHAEL K. AMERSON, PLS



EXPIRES 03/31/ 20



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 Tucson, Arizona, 85712
 Fax: 325-8703
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May 22, 2017
ASI 12001 (Red Point Development)


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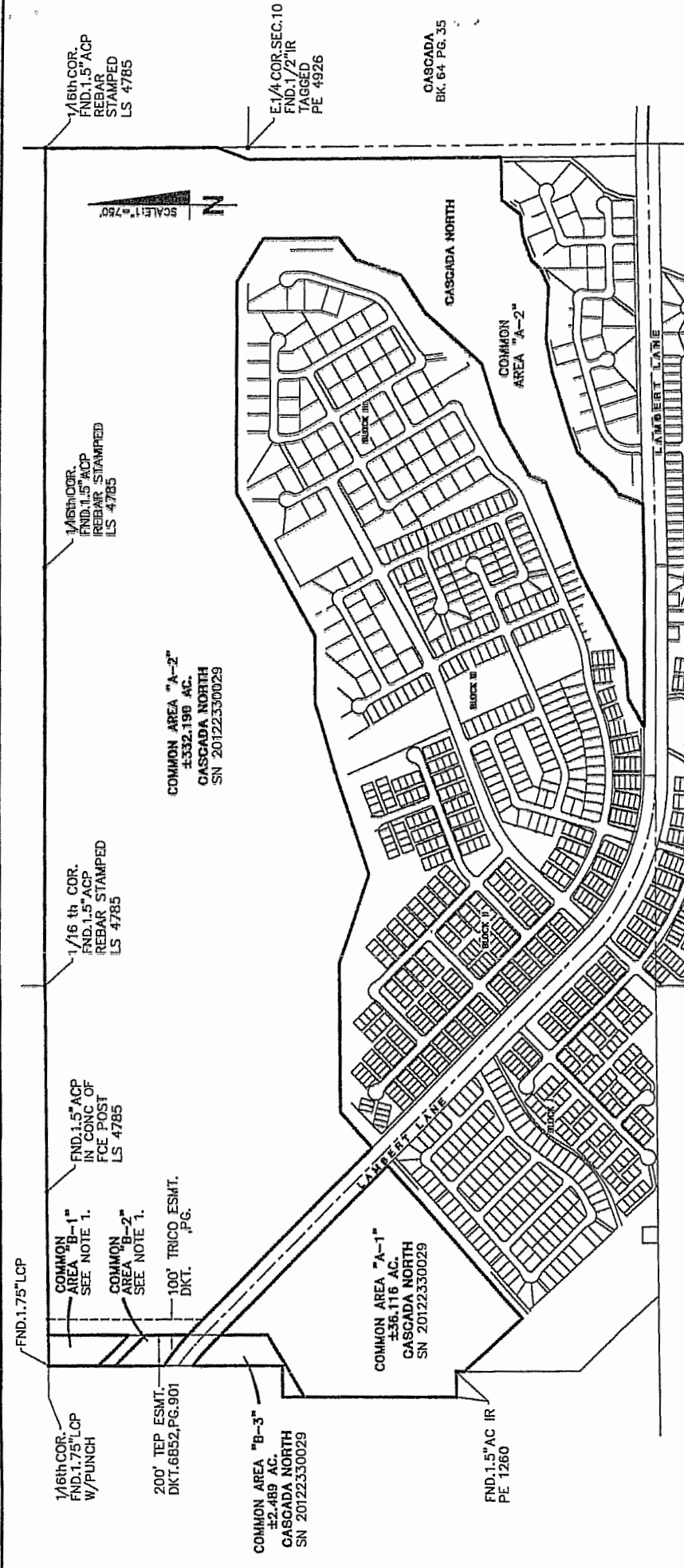
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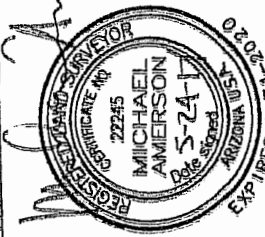

MICHAEL K. AMERSON, PLS



EXPIRES 03/31/ 26



DEPICTION OF EXHIBIT "A" TO ACCOMPANY
 A LEGAL DESCRIPTION FOR
 MITIGATION FOR A PORTION OF
CASCADA NORTH
 IN SECTIONS 9&10
 T-12-S, R-12-E,
 G & SRM, PINA COUNTY, ARIZONA
 ASI 12001, REV. MAY, 23, 2017, PM, SHEET 2 OF 2



- NOTES:**
1. AREA OF COMMON AREA "A-1" = ±36.116 AC.
 AREA OF COMMON AREA "A-2" = ±332.190 AC.
 AREA OF COMMON AREA "B-1" = ±1.981 AC.
 AREA OF COMMON AREA "B-2" = ±1.330 AC.
 AREA OF COMMON AREA "B-3" = ±2.489 AC.

- LEGEND:**
- FOUND AS NOTED.
 - FOUND 1/2" IR, TAG 22245

AMERSON SURVEYING INC

Camp Lowell Corporate Center
 4552 East Camp Lowell Drive
 Tucson, Arizona, 85712
 Fax: 325-8703
 520-325-5883

Pima County Tax Parcel No. 216-19-579A

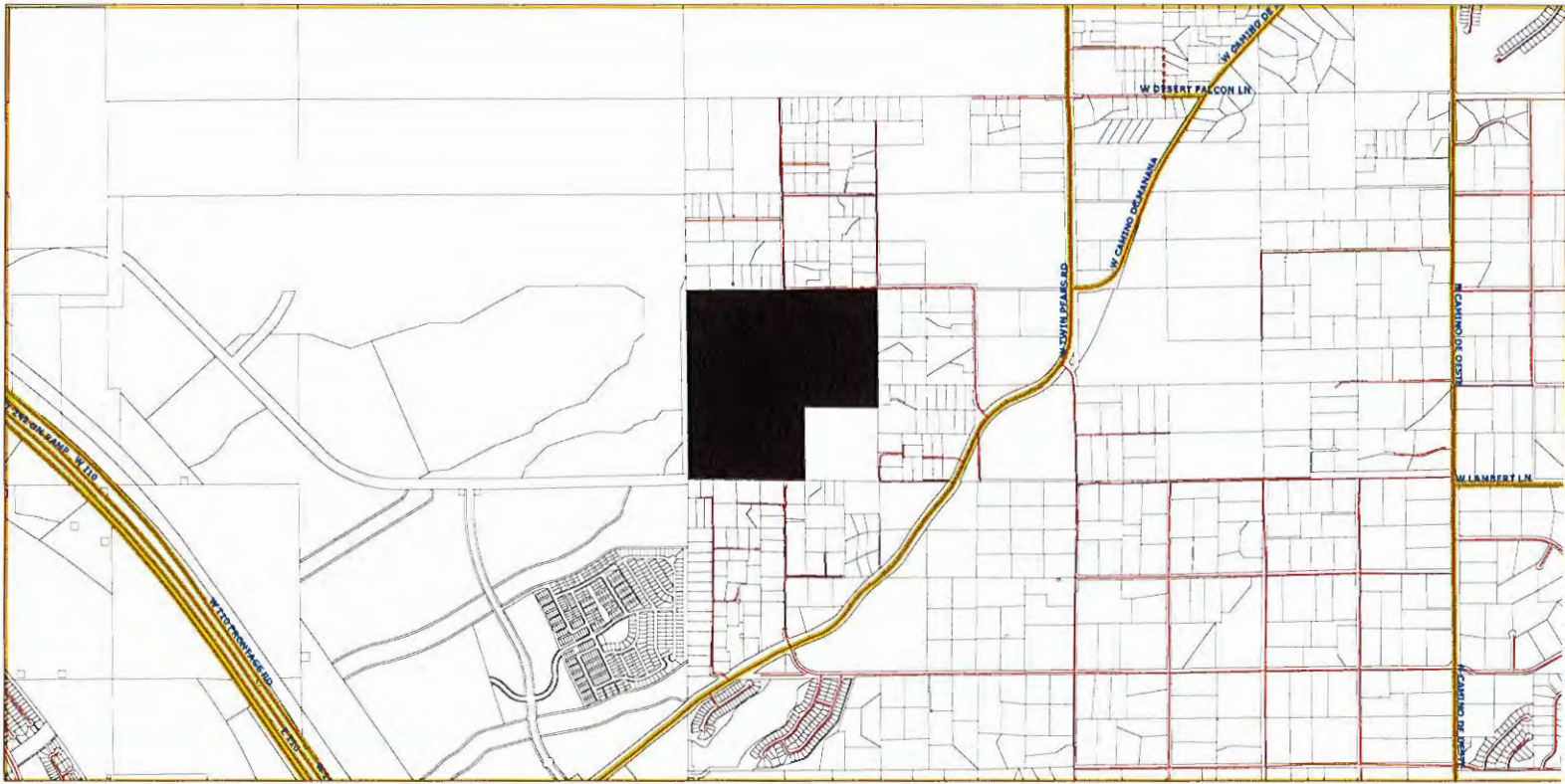


EXHIBIT R