



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

Award  Contract  Grant

Requested Board Meeting Date: May 1, 2018

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

The Roman Catholic Diocese of Tucson-OUR FAITH, OUR HOPE, OUR FUTURE, an Arizona non-profit corporation, Sale-0047

**\*Project Title/Description:**

Sale of Surplus property consisting of a portion of tax parcel 141-17-011C (the "Property")

**\*Purpose:**

The Property is vacant land located on the north side of Mary Ann Cleveland Way, east of Houghton Rd., and contains 28.5317 acres. The Roman Catholic Diocese of Tucson-OUR FAITH, OUR HOPE, OUR FUTURE, an Arizona non profit (the "Diocese") would like to acquire the Property for construction of a church. The Diocese will execute an Access and Parking Easement, providing shared parking on the Diocese parking lots, and giving the Diocese an easement to construct, at its expense, a road providing access to its property. The deed will contain a prohibition of development on land designated as open space, and reservation of a trail easement for the benefit of the County.

**\*Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020. The property is being sold pursuant to A.R.S. 11-251(9). The Sale needs unanimous consent by the Board of Supervisors.

**\*Program Goals/Predicted Outcomes:**

Pima County will receive revenue and will no longer have liability and maintenance responsibility for the Property, and the Diocese will be able to construct their church.

**\*Public Benefit:**

Receipt of the purchase price for surplus vacant property

**\*Metrics Available to Measure Performance:**

The purchase price is Five Hundred Twenty Thousand Dollars (\$520,000.00), plus an administrative fee of One Thousand Five hundred Dollars (\$1,500.00). The purchase price is based on an independent fee appraisal which was reviewed and approved by County staff.

**\*Retroactive:**

N/A

*TD:COB- 4-12-18  
Ver.-1  
pgs- 21  
(3)*

**Contract / Award Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 18\*151

Effective Date: 05/01/2018 Termination Date: 6/30/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 521,500.00

\*Funding Source(s) required: PR-Conservation Lands System Mitigation

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: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date: [Signature] 4/9/18

Deputy County Administrator Signature/Date: [Signature] 4/10/18

County Administrator Signature/Date: [Signature] 4/11/18  
*(Required for Board Agenda/Addendum Items)*

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>	
<b>PROJECT: Sale of Surplus</b>	<b>CONTRACT</b>
<b>SELLER: Pima County</b>	
<b>BUYER: The Roman Catholic Diocese of Tucson-Our Faith, Our Hope, Our Future, an Arizona non-profit corporation</b>	NO. <u>CTN-PW-18-151</u>
	AMENDMENT NO. _____
	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>REVENUE AMOUNT: \$ 521,500.00</b>	

**SALES AGREEMENT**

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona ("County"), and The Roman Catholic Diocese of Tucson-OUR FAITH, OUR HOPE, OUR FUTURE, an Arizona non-profit corporation ("Buyer").

**1. PROPERTY AND ACQUISITION AMOUNT.**

1.1. Property. County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). Pursuant to A.R.S. section 11-251(9), County, by unanimous consent of the Board of Supervisors, agrees to sell the Property to Buyer without an auction as a non-profit corporation for the specific purpose of building a church.

1.2. Purchase Price. Buyer agrees to acquire from County, and County agrees to convey to Buyer, subject to the terms and conditions set forth herein, fee title to the Property for the sum of \$520,000.00, plus an administrative fee of one thousand five hundred dollars (\$1,500.00), for a total purchase price of Five Hundred Twenty-One Thousand Five Hundred Dollars (\$521,500.00) (the "Acquisition Amount"). payable as follows:

1.2.1. Fifty-Two Thousand Dollars (\$52,000.00) by cashier's check made out to Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow within one business day after this Agreement is executed by County. Escrow Agent is hereby instructed to deposit all such payments in a federally insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, the earnest money deposit and any interest thereon shall be credited against the Acquisition Amount. If the escrow fails to close because of a default by County, the earnest money and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to County.

1.2.2. The balance of the Acquisition Amount will be paid in cash at closing.

1.3. Proceeds of Sale. All proceeds from the sale of the Property will be deposited by County into a special revenue fund held by Pima County Natural Resources, Parks and Recreation for the benefit of Esmond Station Park.

2. **SPECIAL WARRANTY DEED.** County will deposit into escrow a Special Warranty Deed (the "Deed") in the form attached hereto as Exhibit B, conveying to Buyer fee title to the Property, free and clear of all monetary liens and encumbrances (except property taxes not yet due and payable) but subject to all matters of record and matters that an inspection of the property would reveal, and reserving a trail easement to County on the terms set forth in the Deed.

3. **RECIPROCAL AND ACCESS SHARING EASEMENT.** Buyer and County agree to execute and deliver to the Escrow Agent a Reciprocal and Access Sharing Easement in the form of Exhibit C, which will be recorded immediately following recordation of the Deed.

4. **"AS-IS" SALE.** Buyer accepts the Property in an "as-is" condition, with no warranty from County of any kind whatsoever, express or implied, as to the condition thereof.

5. **DISCLOSURES AND REQUIREMENTS.**

5.1. Cultural resources (archaeological, cultural, or historic resources) may be present on the Property. In the event Buyer plans development or ground disturbance of the Property, these cultural resources may require treatment (inventory assessment, and mitigation), approved by Pima County and the State Historic Preservation Office. Buyer agrees to undertake all such required cultural resource treatment at Buyer's sole cost and expense.

5.2. Buyer acknowledges that it has conducted its own due diligence regarding the condition of the Property and its suitability for development and use.

6. **ESCROW AGENT.** Fidelity National Title, located at 1745 East River Rd., #145, is hereby appointed as the "Escrow Agent" for this transaction. Maria Oros is the escrow agent assigned to this transaction.

7. **POSSESSION AND CLOSING.** County will give possession of the Property to Buyer on the date of closing. Closing will occur on or before thirty (30) days after the Pima County Board of Supervisors approves this Agreement, unless the parties extend the date in writing.

8. **BROKER'S COMMISSION.** County has used no broker or finder and County

owes no brokerage or finders fees related to this transaction. Buyer has sole responsibility to pay all brokerage or finders fees to any agent or finder that Buyer may have employed.

**9. CLOSING COSTS, TITLE INSURANCE, AND PRORATIONS.** Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by County. If Buyer wishes to obtain an owner's policy of title insurance, Buyer may do so at its own expense. The date of closing will be the date for proration of property taxes and any similar costs.

**10. NO SALE.** County will not sell or encumber the Property before closing.

**11. CONFLICT OF INTEREST.** This Agreement is subject to A.R.S. section 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.

**12. ENTIRE AGREEMENT.** This document constitutes the entire Agreement between the parties and no modification or amendment to this Agreement is binding unless in writing and signed by both parties.

Buyer: The Roman Catholic Diocese of Tucson-OUR FAITH, OUR HOPE, OUR FUTURE, an Arizona non-profit corporation

By: + Edward J. Gomburg

Its: PRESIDENT

Date: 3/23/2018

**PIMA COUNTY**

\_\_\_\_\_  
Richard Elias, Chairman, Pima County Board of Supervisors

Attest:

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board of Supervisors

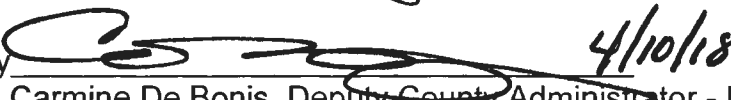
Approved as to form:

 3/27/18  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

**Recommended to the Board of Supervisors for Approval:**

By   
\_\_\_\_\_  
Rita Leon, Acquisition Agent

By   
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

By  4/10/18  
\_\_\_\_\_  
Carmine De Bonis, Deputy County Administrator - Public Works

Tax Code: 14117011C

October 5, 2017

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**A part of the Southeast quarter of Section 25 and the Northeast quarter of Section 36, Township 15 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:**

**COMMENCING at the ACP (aluminum cap on an iron rebar) stamped PE 2201 monumenting the Southeast corner of said Northeast quarter;**

**THENCE N 00°13'49" E (basis of bearings) along the East line of said Northeast quarter a distance of 522.63 feet to the POINT OF BEGINNING on a found 1/2" rebar tagged RLS 14172 on the North right-of-way line of Mary Ann Cleveland Way;**

**THENCE continue N 00°13'49" E along said East line a distance of 2,123.61 feet to the original GLO marked stone monumenting the Northeast corner of said Northeast quarter;**

**THENCE N 00°26'30" E along the East line of said Southeast quarter a distance of 1,510.77 feet to a found 1/2" rebar tagged RLS 14172;**

**THENCE S 89°38'13" W 275.03 feet to a set ACP stamped RLS 12122 on the West line of the 100' electric easement described in Docket 4887 at Page 920;**

**THENCE S 00°26'30" W along said West line a distance of 1,507.56 feet to a set ACP stamped RLS 12122;**

**THENCE S 00°13'49" W along said West line a distance of 170.33 feet to a set ACP stamped RLS 12122;**

**THENCE S 44°06'05" E 25.11 feet to a set ACP stamped RLS 12122 at a point of curvature of a tangent curve concave to the West;**

**THENCE Southerly and Southwesterly along the arc of said curve, to the right, having a radius of 535.00 feet, with a chord of S 07°04'16" W 833.57 feet, and a central angle of 102°20'40" for an arc distance of 955.64 feet to a set ACP stamped RLS 12122 at a point of tangency;**

**THENCE S 58°14'36" W 583.47 feet to a set ACP stamped RLS 12122;**

THENCE S 31°48'19" E 684.98 feet to a found 1/2" iron rebar tagged RLS 27755 on the North right-of-way line of Mary Ann Cleveland Way;

THENCE S 72°36'42" E along said North right-of-way line a distance of 129.93 feet to a found 1/2" iron rebar tagged RLS 27755;

THENCE S 17°19'27" W along said North right-of-way line a distance of 65.11 feet to a found 1/2" iron rebar tagged RLS 27755;

THENCE S 72°41'38" E along said North right-of-way line a distance of 400.84 feet to the POINT OF BEGINNING.

Containing 28.5317 acres more or less.

Prepared by:

Bruce Small



Expires 06/30/2019





# EXHIBIT B

## WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona ("Grantor"), does hereby convey to The Roman Catholic Diocese of Tucson-Our Faith, Our Hope, Our Future, an Arizona non-profit Corporation ("Grantee") the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record; and

PROHIBITING any development by Grantee of the portion of the Property designated on **Exhibit A-1** as open space (the "Open Space") and RESTRICTING use of the Open Space to utility easements, and trails and related conservation uses; and

RESERVING to the Grantor an easement for recreational trail and landscape purposes (the "Easement") as depicted on the attached **Exhibit B** (the "Easement Area"), with the exact location and dimensions to be determined by Grantor, on the following terms and conditions applicable to the Easement Area:

1. Grantor shall have the right to construct and maintain a recreational trail for pedestrians, equestrians, and bicycles;
2. Grantor shall have the right to make such topographical changes as are consistent with and reasonably necessary to promote trails;
3. Motorized vehicles will not be permitted, except to construct trails and to perform maintenance;
4. Grantor may erect such signs as are compatible with conservation and trail purposes;
5. Grantor may remove, alter or trim vegetation, and all new vegetation will be harmonious

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:5/1/2018	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: RL	File Sale-0047	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

## EXHIBIT B

with the general surrounding vegetation;

6. Grantor has the right to enforce its regulations within the Easement Area;
7. Grantor shall not be obligated to perform any act or take any affirmative action to accomplish the purposes stated herein; and
8. Except as otherwise provided herein, Grantee shall be responsible for maintenance of the Easement Area.

And the Grantor hereby binds itself and its successors to warrant the title against all acts of the Grantor herein and no other, subject only to matters above set forth.

### Restrictive Covenant

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:5/1/2018	Right of Way [ ] Parcel [x ]
Agent: RL	File Sale-0047	Activity #:	P [ ] De [ ] Do [ ] E [ ]



October 3, 2017

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

Prepared by:

Bruce Small




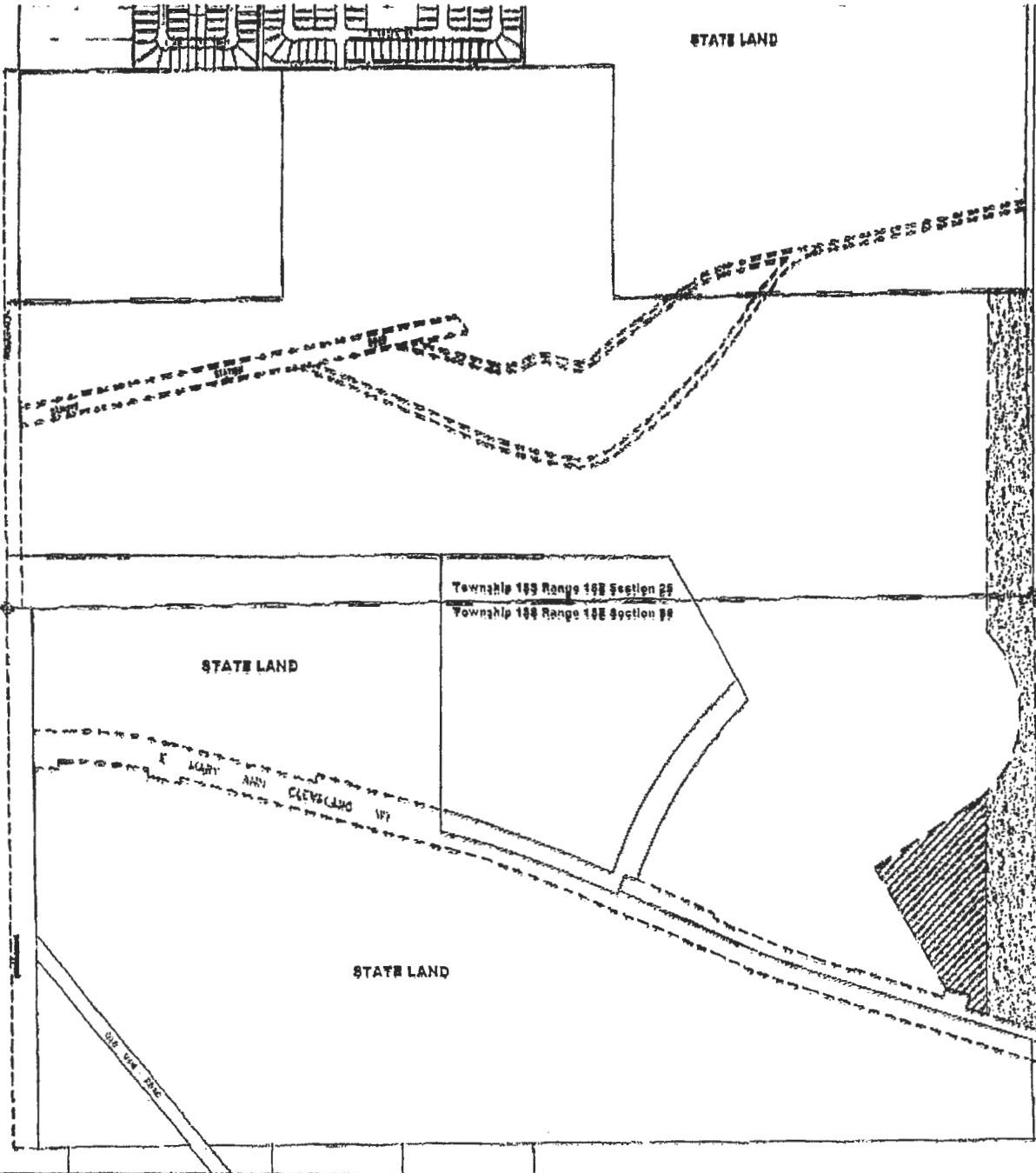
Expires 06/30/2019

# EXHIBIT "A-1"

-  SUBJECT PROPERTY TO BE SOLD.
-  AREA TO REMAIN NATURAL OPEN SPACE.

SECTION 25 & 36  
TOWNSHIP 15 SOUTH  
RANGE 15 EAST

-  AREA FOR DEVELOPMENT



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

18000

DRAWING NOT TO SCALE

DRAWN BY: RFREER

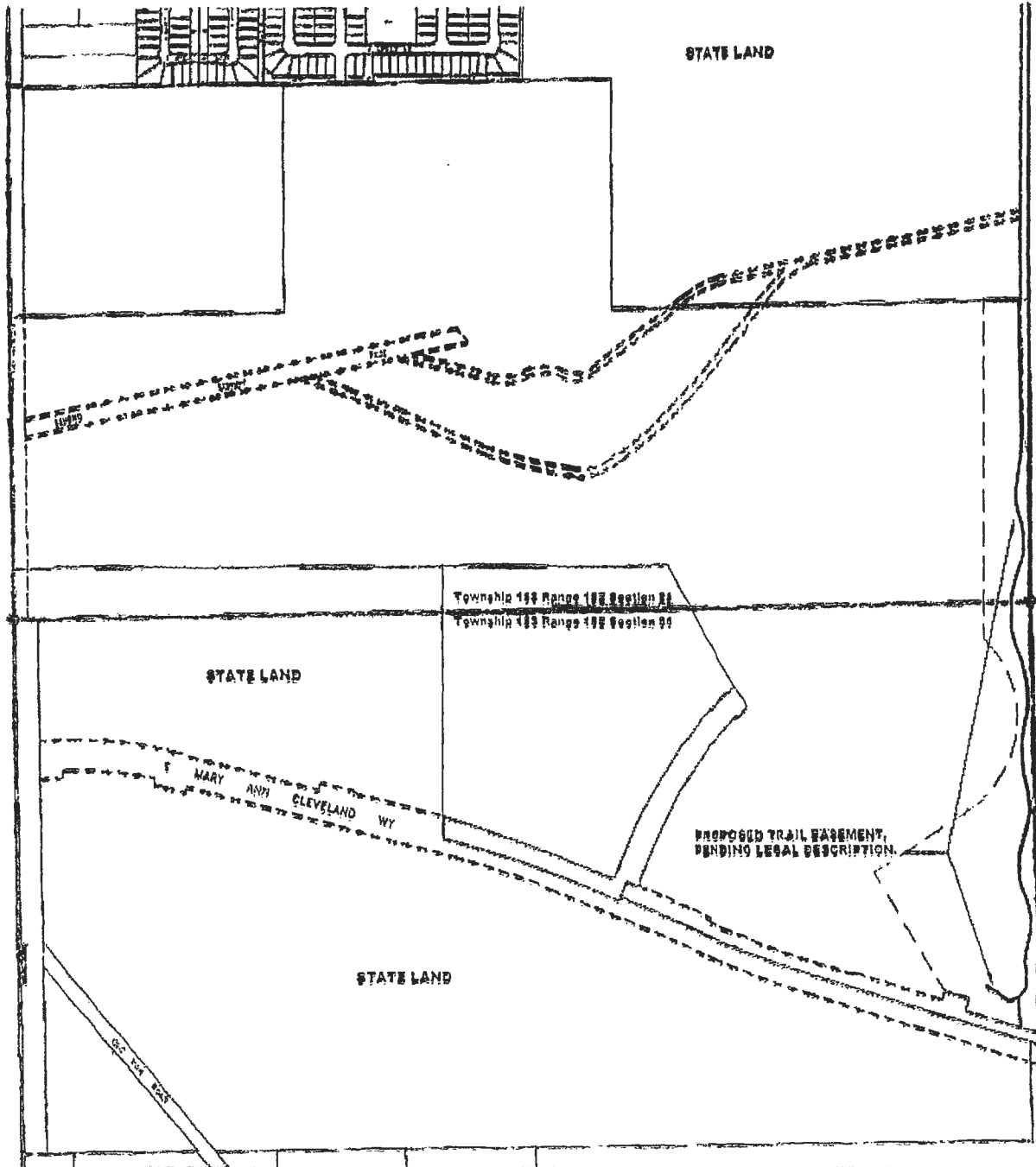
DATE: FEB 2018



PROPOSED TRAIL  
EASEMENT

# EXHIBIT B

SECTION 25 & 36  
TOWNSHIP 15 SOUTH  
RANGE 15 EAST



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

18000

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: FEB 2018



# EXHIBIT C



**Public Works Administration**  
**Real Property Services**  
201 N. Stone Avenue, Sixth Floor  
Tucson, Arizona 85701-1215  
(520) 724-6313 FAX (520) 724-6763

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When recorded, return to:

Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

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## ACCESS AND PARKING EASEMENT

1. **Defined Terms.** The following terms will be used as defined terms in this Access and Parking Easement ("**Easement**"):

*County:* PIMA COUNTY, a political subdivision of the State of Arizona

*Diocese:* THE ROMAN CATHOLIC DIOCESE OF TUCSON- OUR FAITH, OUR HOPE, OUR FUTURE, an Arizona non-profit corporation.

*County's Property:* the real property depicted on Exhibit A

*Diocese's Property:* the real property described on Exhibit B

*Access Easement Area:* the property depicted on Exhibit C as the proposed access easement, which is part of County's Property

2. **Background and Purpose.** Diocese has acquired Diocese's Property pursuant to the terms of a Sales Agreement between County and Diocese. County and Diocese have agreed to provide this Easement for the benefit of County, Diocese and the general public. This Easement will provide access to Diocese's Property, and will provide additional parking for County's Property.

3. **Access Easement.**

3.1. Construction of Access Road. County will construct, and pay all costs for constructing a public driveway (the "Driveway"), which will provide access from E. Mary Ann

# EXHIBIT C

Cleveland Way to the library, as depicted on Exhibit C-1. County and Diocese acknowledge that there is currently no legal description for the Driveway, and that the Driveway will be built by County in the approximate location depicted on Exhibit C-1, with the exact location to be determined by County. County will commence construction of the Driveway in the year 2020.

3.2. Grant of Access Easement. County hereby conveys to Diocese, for the benefit of Diocese's Property, a perpetual, non-exclusive access easement over the Access Easement Area (the "Access Easement"), which will allow Diocese to continue the Driveway from the Library to the Diocese's Property.

3.3. Construction of Connection. In the event that Diocese, at its discretion, desires to construct the driveway in the Access Easement Area, Diocese will pay the cost of connecting the Driveway to Diocese's Property (the "Connection"). All plans for the Connection must be reviewed and approved by County Department of Transportation staff, and the Connection must be built to the same standards as the Driveway. The Diocese may elect not to construct the Connection until the County, as part of the development of Esmond Station Park, has extended the Driveway to the Diocese's Property, in which case the cost of constructing the Connection will be paid by County.

3.4. Maintenance. If the Diocese constructs the Driveway in the Access Easement Area, the Parties agree that each will pay one-half the cost of maintaining the Driveway from E Mary Ann Cleveland Way to the Diocese's Property, until such time as the County extends the Driveway beyond the Diocese's Property, at which time the County shall be responsible for maintenance of the entire Driveway.

## 4. **Parking Easement.**

4.1. All parking on County's Property is available to the general public, and therefore to all users of Diocese's Property, subject to such restrictions and rules as determined by County.

4.2. Diocese hereby conveys to County, for the benefit of County's Property and the general public using County's Property, an easement for use by the general public of all parking areas on Diocese's Property (the "Parking Easement"), subject only to such restrictions for special events as may be requested from and approved by the Director of the Pima County Natural Resources, Parks and Recreation department.

4.3. County shall each maintain the parking areas on County's Property, and Diocese shall maintain the parking areas on Diocese's Property.

5. **Covenant to Run with Land.** This Easement is a covenant that runs with the land and is binding upon the heirs, executors and assigns of the Parties.

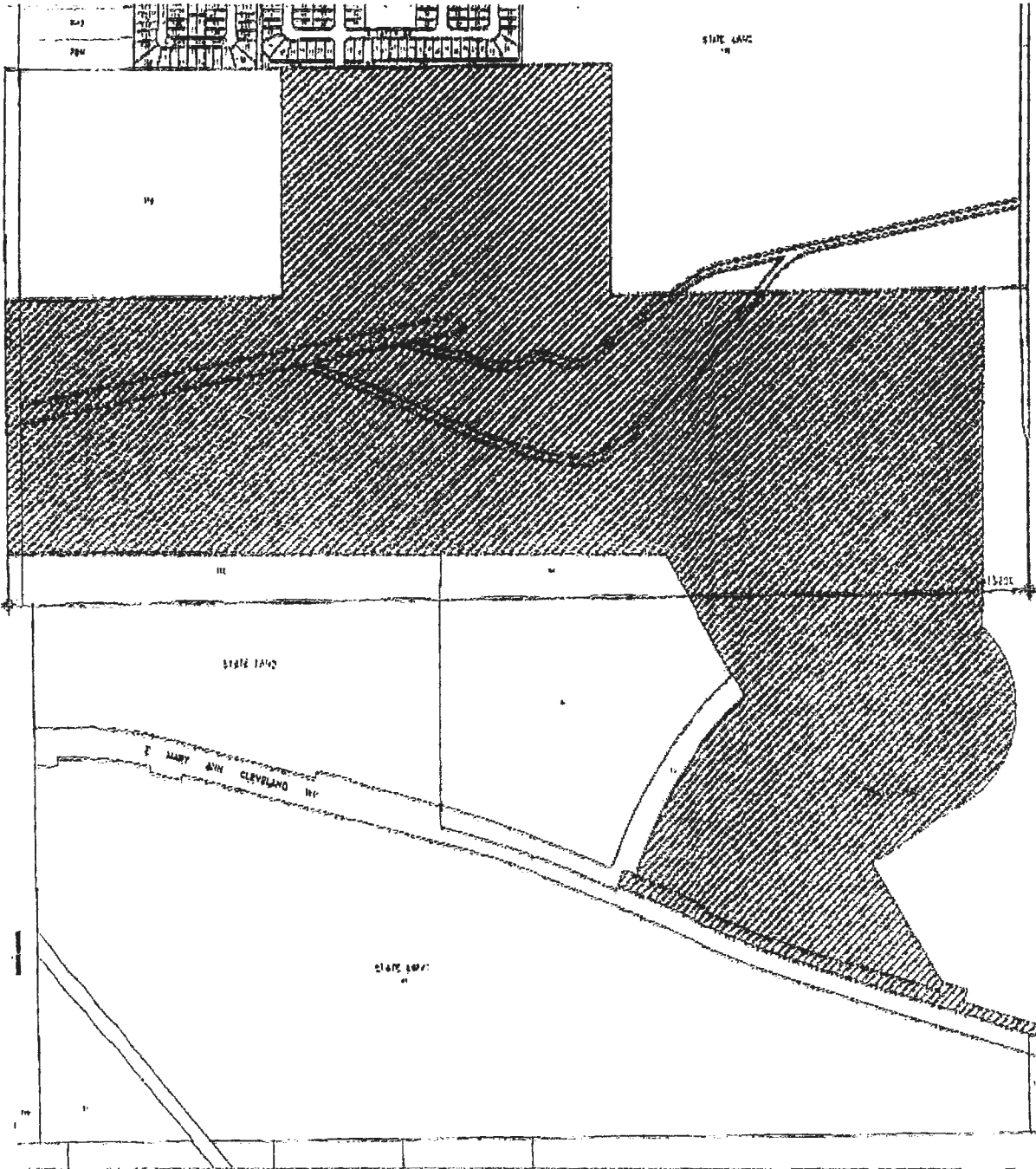
6. **Amendment.** This Easement may only be amended by a written instrument executed by the owners of County's Property and Diocese's Property.

County and Diocese have executed this Easement on the dates set forth below.



# EXHIBIT A

SECTION 25 & 36  
TOWNSHIP 15 SOUTH  
RANGE 15 EAST



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

18000

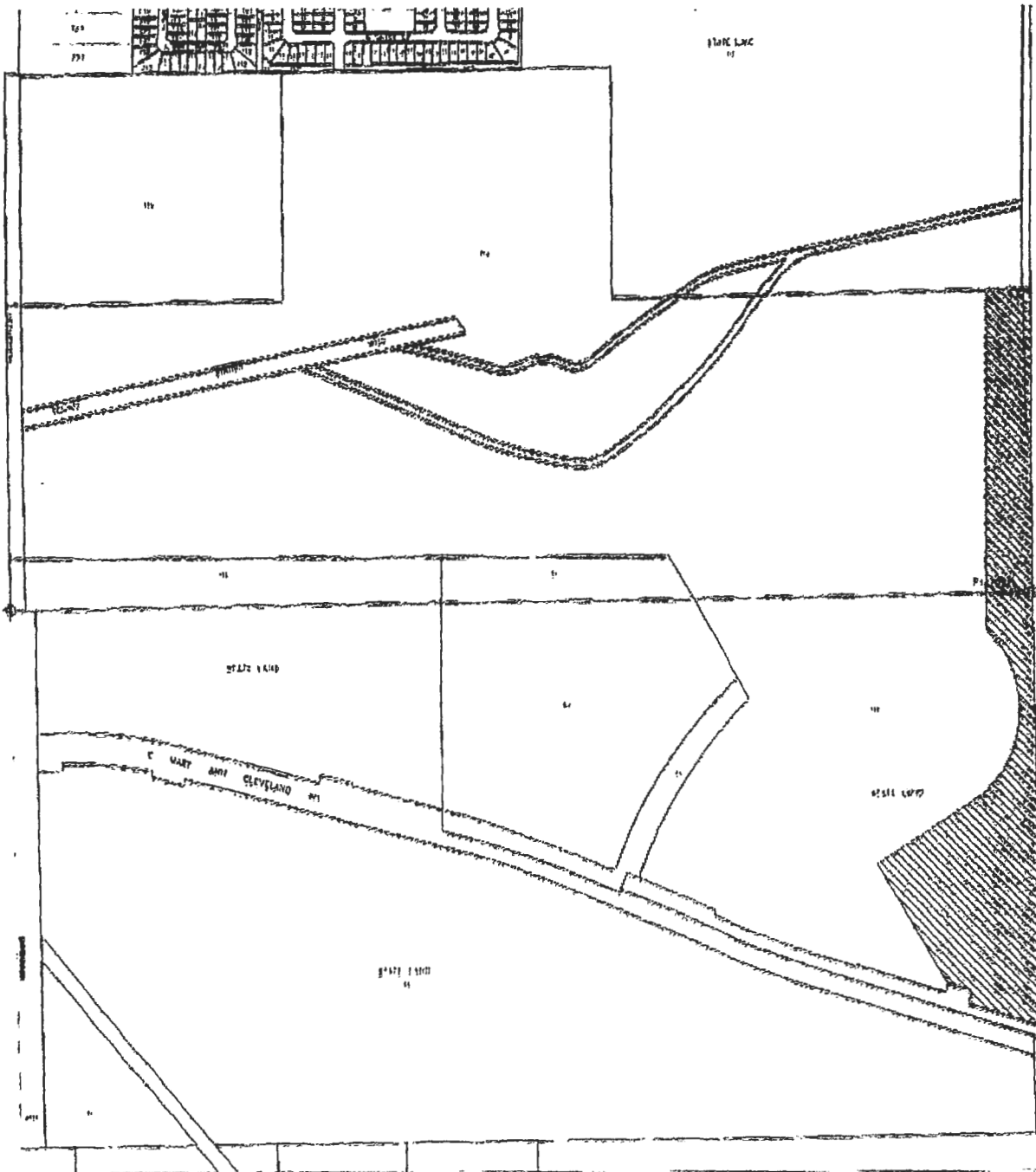
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DRAWN BY: RFREER

DATE: FEB 2018

# EXHIBIT B

SECTION 25 & 36  
TOWNSHIP 15 SOUTH  
RANGE 15 EAST



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

18000

DRAWING NOT TO SCALE

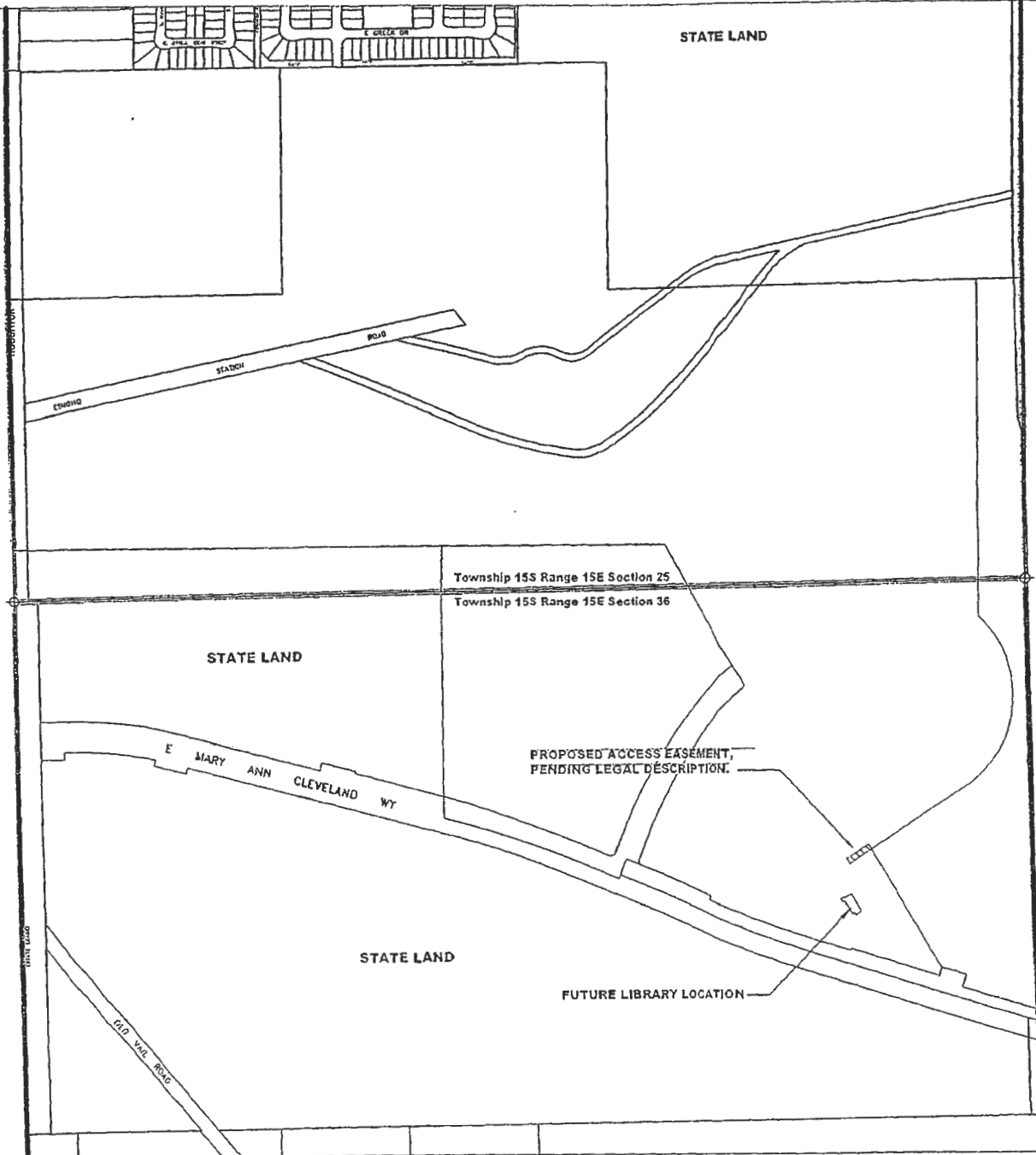
DRAWN BY: RFREER

DATE: FEB 2018

PROPOSED ACCESS  
EASEMENT

# EXHIBIT C

SECTION 25 & 36  
TOWNSHIP 15 SOUTH  
RANGE 15 EAST



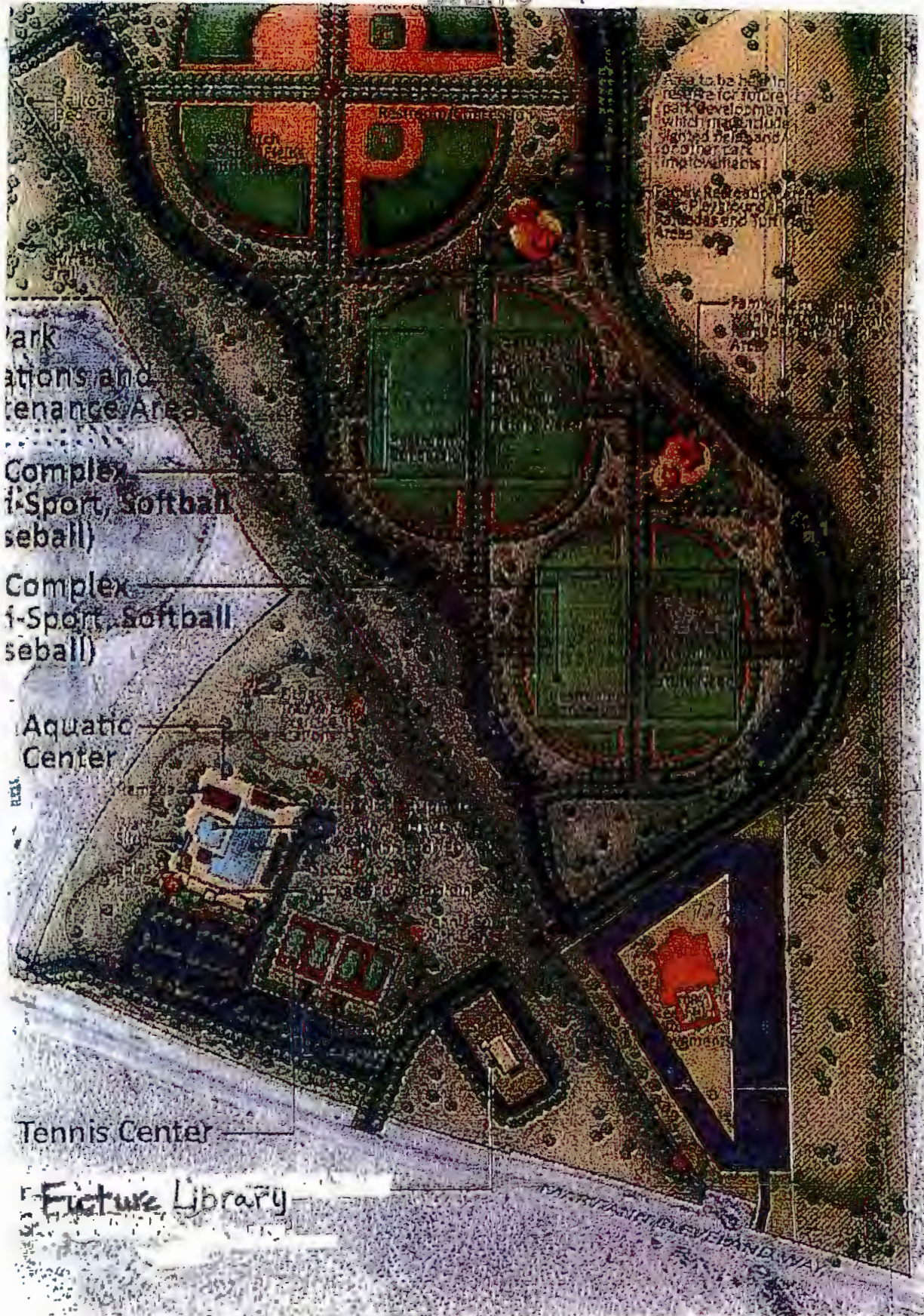
**PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ENGINEERING INFORMATION MANAGEMENT**

18000

DRAWING NOT TO SCALE

DRAWN BY: RFREER

DATE: FEB 2018



Area to be held in reserve for future park development which may include signed fields and other park improvements

Family Recreation Area  
Playground  
Sand and Turf Area

Family Recreation Area

Park  
Operations and  
Maintenance Area

Complex  
(Softball, Softball  
Baseball)

Complex  
(Softball, Softball  
Baseball)

Aquatic  
Center

Tennis Center

Picture Library

