



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/15/25

* = Mandatory, information must be provided

or Procurement Director Award:

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

South Wilmot Land Investors, LLC

***Project Title/Description:**

First Amendment To Amended Swan Southlands Specific Plan Development Agreement

***Purpose:**

Developers and Pima County Separation Agreement to Amended Swan Southland Specific Plan Development Agreement recorded on July 19, 2005, in Document No. 20051380080, Official Records of Pima County, Arizona (the "Original Agreement").

This is Item #1 of 4 for Verano Section 10 for this board meeting. The original developers of Swan South lands had signed a Development Agreement in 2005. The original developers are consenting to the County to enter into a new agreement for a portion of Swan South lands, Section 10 now known as Verano, with a different developer. This leaves the entirety of the original Development Agreement intact.

***Procurement Method:**

This contract is a non-procurement contract and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

Increase Housing Mobility and Opportunity

***Public Benefit:**

Approval of this Separation Agreement allows the County to enter into a new Development Agreement for this section of land. The project increases the supply of available housing in an area that lacks housing choices.

***Metrics Available to Measure Performance:**

Increase Housing Mobility and Opportunity

***Retroactive:**

No

TO: COB, 4-8-2025 PJ
VERS.: 0
PGS.: 10
APPENDUM

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: DSD Contract Number (i.e., 15-123): SC2500000136
Commencement Date: 04/15/2025 Termination Date: 04/14/2050 Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ 0* Revenue Amount: \$ 0

***Funding Source(s) required: No Cost**

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

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

If Yes, 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 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense 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): _____

Commencement 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: Tom Drzazgowski

Department: Development Services

Telephone: 520-724-9522

Department Director Signature: _____ Date: 4-7-25

Deputy County Administrator Signature: _____ Date: 4/7/2025

County Administrator Signature: _____ Date: 4/8/2025

**FIRST AMENDMENT TO AMENDED
SWAN SOUTHLANDS SPECIFIC PLAN DEVELOPMENT AGREEMENT**

This First Amendment, known as the First Amendment to the Amended Swan Southlands Specific Plan Development Agreement (the "Agreement"), is entered into by South Wilmot Land Investors, L.L.C., an Arizona limited liability company ("Developer") and Pima County, a body politic and political subdivision of the State of Arizona (the "County").

RECITALS

- A. The Parties hereto are the parties to that certain Swan Southlands Specific Plan Development Agreement by and between Developer and the County recorded on July 19, 2005, in Document No. 20051380080, Official Records of Pima County, Arizona (the "Original Agreement").
- B. The Original Agreement concerns approximately 3,083 acres of land located in located in Sections 10, 12, 13, 14 and 15 of Township 16 South, Range 14 East, in unincorporated Pima County south of the City of Tucson, of which Developer is the master developer.
- C. On January 4, 2005, the Board adopted Ordinance 2005-2, recorded in Docket 12469 at Page 2439, incorporating the specific plan and the standard and special conditions (the "Specific Plan"). The Specific Plan governs development of the land and requires, among other things, that the Developer provide on-site and off-site infrastructure necessary to support the phased development of the land as a residential and mixed-use development, and that the Developer and County enter into a development agreement to provide for the phasing of that development and construction of the associated infrastructure.
- D. Developer and County entered into the Original Agreement to satisfy the above condition. The Original Agreement required the preparation and/or modification of certain plans and studies regarding development of the land, but it also contained relatively detailed information regarding how the development of the land would be phased and precisely what on-site and off-site infrastructure the Developer was required to build in connection with that development.
- E. On November 9, 2010, the Board of Supervisors and Developer entered into the Amended and Restated Swan Southlands Specific Plan Development Agreement to amend the Original Agreement (the "Amended Agreement") and modified the Specific Plan (the "Modified Specific Plan") to allow an industrial use on the eastern boundary of the property and to delete certain property that was originally included as part of the Original Agreement..
- F. In December 2016 the Board of Supervisors adopted the Swan Southlands Specific Plan Addendum, modifying the governing policies of the Specific Plan to allow additional amendments and flexibility to the Specific Plan and bring it into conformance with Pima County's comprehensive land use plan.
- G. Subsequently, Developer sold approximately 700 acres of the land, as legally described in Exhibit B and shown on Exhibit C as Parcels 303-09-002B and 303-09-002C ("SBH Parcel"), to an entity, SBH Verano, L.P. ("SBH") that plans to use it to build a residential development in accordance with the Modified Specific Plan. In order to accommodate this new phased development, the County requires a separate development agreement with respect to SBH and the SBH Parcel and a

modification to the Amended Agreement to delete the SBH Parcel. Consequently, concurrently with the approval of this Agreement deleting the SBH Parcel, the County is entering into a separate development agreement, including the preparation and approval of updates and/or modification of plans and studies with respect to the SBH Parcel with the purchaser/developer of the SBH Parcel (the "SBH Parcel Development Agreement").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, the County and Developer agree as follows:

- I. Authority/Recitals. Developer and County are entering into this agreement pursuant to Pima County Ordinances 2005-2, 2010-280 and A.R.S. § 11-1101 *et seq.* The Recitals set forth above are hereby incorporated into this agreement as though fully set forth herein.
2. Property.
 - 2.1. "Property" as used in this Agreement means the land legally described and depicted on Exhibit "A" which shall no longer include the SBH Parcel, which parcel shall be governed separately by the SBH Parcel Development Agreement.
3. General Provisions.
 - 3.1. Binding Effect and Recording. This Agreement shall run with the Property and is binding upon and shall inure to the benefit of the successors, assigns, heirs and personal representatives of Developer and Pima County; provided, however, Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof. Upon transfer of all or a portion of the Property by Developer, the new developer shall automatically become the "Developer" hereunder and the Developer shall be released from this Agreement, but only as to the portion of the Property transferred. Upon execution hereof, this Agreement shall be recorded in the Office of the Pima County Recorder for Pima County, Arizona.
 - 3.2. Amendments. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The amendment or cancellation shall be recorded in the Office of the Pima County Recorder.
 - 3.3. Effective Date and Term. The effective date of this Agreement (the "Effective Date") is the date the Agreement is signed by all the Parties and is recorded in the Office of the Pima County Recorder. This Agreement expires twenty-five (25) years from the Effective Date, except that any applicable indemnification and insurance requirements required by this Agreement shall continue in full force and effect.
 - 3.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in

good standing under applicable state laws. The Developer and the County warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the County that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of this Agreement.

- 3.5. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the County or the Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
- 3.6. Counterparts. This Agreement may be executed in two or more counterparts, constitute one and the same instrument. The signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document. The signature pages from one or more counterparts may be removed from such counterpart and attached to a single instrument.
- 3.7. Exhibits. The exhibits in this Agreement are fully incorporated herein as if set forth at length in the body of this Agreement.

All other provisions of the Contract not specifically changed by this Agreement remain in effect and are binding upon the parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

DEVELOPER:

South Wilmot Land Investors, LLC

By: DVI Wilmot Investors, LLC, An Arizona limited liability company

By: Diamond Ventures, Inc. an Arizona corporation, Manager

By: [Signature]

Date: March 26, 2025

PIMA COUNTY:

By: _____

Rex Scott, Chairman, Pima County Board of Supervisors

Date: _____

Attest: _____

Melissa Manriquez, Clerk of the Board

Approved as to form:

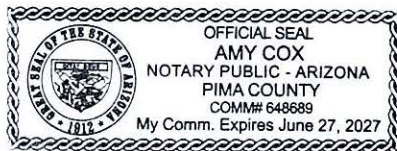
By: [Signature]
Kyle Johnson, Deputy County Attorney

STATE OF ARIZONA)

) ss.

County of Pima)

The foregoing instrument was acknowledged before me, this 26th day of March, 2025, by Chad Kolodisner, the Vice President of Diamond Ventures, Inc., as Manager of DVI Wilmot Investors, LLC, as Manager of South Wilmot Land Investors, LLC.



Amy Cox
Notary Public

My Commission Expires: June 27, 2027

EXHIBIT A

Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, BEING A PART OF SECTION 12, 13, 14 AND 15 OF TOWNSHIP 16 SOUTH, RANGE 14 EAST, PIMA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, T16S, R14E SAID POINT BEING MARKED BY A FOUND 2" MONUMENT;

THENCE ALONG THE NORTH LINE OF SAID SECTION, N 89°26'27" E A DISTANCE OF 2232.89' TO A POINT ON SAID NORTH SECTION LINE MARKED WITH A SET IRON PIN;

THENCE LEAVING SAID NORTH SECTION LINE, S 00°00'17" W A DISTANCE OF 1304.77' TO A POINT;

THENCE S 71°16'20" E A DISTANCE OF 3229.82' TO A POINT ON THE EAST LINE OF SECTION 12, SAID POINT BEING N 00°11'11" W A DISTANCE OF 261.73' FROM A FOUND 2" MONUMENT THAT MARKS THE EAST 1/4 CORNER OF SECTION 12;

THENCE CONTINUING ALONG SAID EAST LINE, S 00°15'35" E A DISTANCE OF 2905.81' TO THE SOUTHEAST CORNER OF SECTION 12, T16S, R14E, ALSO KNOWN AS THE NORTHEAST CORNER OF SECTION 13, T16S, R14E, SAID POINT BEING MARKED WITH A FOUND 2" MONUMENT;

THENCE CONTINUING ALONG THE EAST LINE OF SECTION 13, S 00°03'14" W A DISTANCE OF 2653.84' TO THE EAST 1/4 CORNER OF SECTION 13 SAID POINT BEING MARKED WITH FOUND 2" MONUMENT ID "LS21765";

THENCE CONTINUING ALONG SAID EAST LINE, S 00°03'15" W A DISTANCE OF 1129.47' TO A POINT ON SAID EAST LINE;

THENCE LEAVING THE EAST LINE OF SECTION 13, S 89°19'31" W A DISTANCE OF 5296.64' TO A POINT ON THE WEST LINE OF SECTION 13 SAID POINT BEING N 00°10'19" W 1517.98' FROM THE SOUTHWEST CORNER OF SECTION 13, ALSO BEING THE SOUTHEAST CORNER OF SECTION 14, T16S, R14E;

THENCE CONTINUING ALONG THE WEST LINE OF SECTION 13, N 00°10'19" W A DISTANCE OF 646.86' TO A POINT ON SAID LINE;

THENCE LEAVING SAID LINE, S 89°28'23" W A DISTANCE OF 3252.59' TO A POINT;

THENCE N 00°14'08" W A DISTANCE OF 2510.53' TO A POINT;

THENCE S 89°27'20" W A DISTANCE OF 2046.96' TO A POINT ON THE WEST LINE OF SECTION 14, ALSO BEING THE EAST LINE OF SECTION 15, T16S, R14E;

THENCE CONTINUING ALONG SAID LINE N 00°17'57" W A DISTANCE OF 618.42' TO THE NORTHWEST CORNER OF SECTION 14 SAID POINT BEING MARKED BY A FOUND IRON PIN, 1/2" REBAR;

THENCE CONTINUING ALONG THE NORTH SECTION LINE OF SECTION 14, N 89°27'20" E A DISTANCE OF 5303.71' TO THE NORTHEAST CORNER OF SAID SECTION SAID POINT BEING MARKED BY A FOUND 1" MONUMENT;

THENCE LEAVING SAID SECTION CORNER CONTINUE ALONG THE EAST SECTION LINE OF SECTION 12, N 00°04'14" E A DISTANCE OF 5294.63' TO THE POINT OF BEGINNING;

HAVING AN AREA OF 53,883,720.00 SQUARE FEET, 1,237.000 ACRES

Together with:

BEGINNING THE SOUTHWEST CORNER OF SECTION 15, T16S, R14E SAID POINT BEING MARKED BY A FOUND IRON PIN, 5/8" REBAR;

THENCE LEAVING SAID SECTION CORNER, CONTINUE ALONG THE WEST SECTION LINE OF SECTION 15 N 00°02'58"W A DISTANCE OF 4677.29' TO A POINT ON SAID WEST LINE;

THENCE LEAVING SAID WEST LINE, N 89°58'43"E A DISTANCE OF 5301.94' TO A POINT ON THE EAST SECTION LINE OF SECTION 15, SAID POINT BEING N 00°17'57" W A DISTANCE OF 618.42' FROM THE NORTHEAST CORNER OF SECTION 15;

THENCE N 89°27'20"E A DISTANCE OF 2049.65' TO A POINT;

THENCE S 00°14'08"E A DISTANCE OF 2510.53' TO A POINT;

THENCE N 89°28'23"E A DISTANCE OF 3252.59' TO A POINT;

THENCE S 00°10'19"E A DISTANCE OF 646.86' TO A POINT;

THENCE N 89°19'31"E A DISTANCE OF 5296.64' TO A POINT ON THE EAST LINE OF SECTION 13, T16S, R14E;

THENCE CONTINUING ALONG SAID LINE, S 00°03'15"W A DISTANCE OF 1521.64' TO THE SOUTHEAST CORNER OF SECTION 13 SAID POINT BEING MARKED BY A FOUND 2" MONUMENT;

THENCE CONTINUING ALONG THE SOUTH LINE OF SECTION 13, S

89°21'51"W A DISTANCE OF 5290.60' TO THE SOUTHWEST CORNER OF SECTION 13 SAID POINT BEING MARKED BY A FOUND 2" MONUMENT;

THENCE CONTINUING ALONG SAID LINE, S 89°29'26"W A DISTANCE OF 5291.94' TO THE SOUTHWEST CORNER OF SECTION 14;

THENCE CONTINUING ALONG SAID LINE, S 89°55'58"W A DISTANCE OF 5325.01' TO THE SOUTHWEST CORNER OF SECTION 15 SAID POINT ALSO BEING THE POINT OF BEGINNING.

HAVING AN AREA OF 49,484,160.00 SQUARE FEET, 1,136.000 ACRES

Exhibit B

Legal Description of SBH Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY Pima, STATE OF Arizona, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 THRU 8 INCLUSIVE OF SURVEY ENTITLED SUNSET FARMS, ACCORDING TO BOOK 27 OF SURVEYS, PAGE 61, RECORDS OF PIMA COUNTY, ARIZONA, SITUATED WITHIN THE SOUTH HALF OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

(JV ARB 3)

PARCEL 2:

THE NORTH HALF OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA;

EXCEPT THE EAST 75.00 FEET THEREOF.

(JV ARB 2)

PARCEL 3:

SECTION 15, TOWNSHIP 16 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED AT SEQUENCE NO. 20173420357 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 15, T16S, R14E SAID POINT BEING MARKED BY A FOUND IRON PIN, 5/8" REBAR;

THENCE ALONG THE WEST SECTION LINE OF SECTION 15 N 00°02'58"W A DISTANCE OF 4,677.29' TO A POINT ON SAID WEST LINE;

THENCE LEAVING THE WEST LINE OF SECTION 15, N 89°58'43"E A DISTANCE OF 5,301.94' TO A POINT ON THE EAST SECTION LINE OF SECTION 15, SAID POINT BEING S 00°17'57" E A DISTANCE OF 618.42' FROM THE NORTHEAST CORNER OF SECTION 15;

THENCE N 89°27'20"E A DISTANCE OF 2,049.65' TO A POINT;

THENCE S 00°14'08"E A DISTANCE OF 2,510.53' TO A POINT;

THENCE N 89°28'23"E A DISTANCE OF 3,252.59' TO A POINT;

THENCE S 00°10'19"E A DISTANCE OF 646.86' TO A POINT;

THENCE N 89°19'31"E A DISTANCE OF 5,296.64' TO A POINT ON THE EAST LINE OF SECTION 13, T16S, R14E;

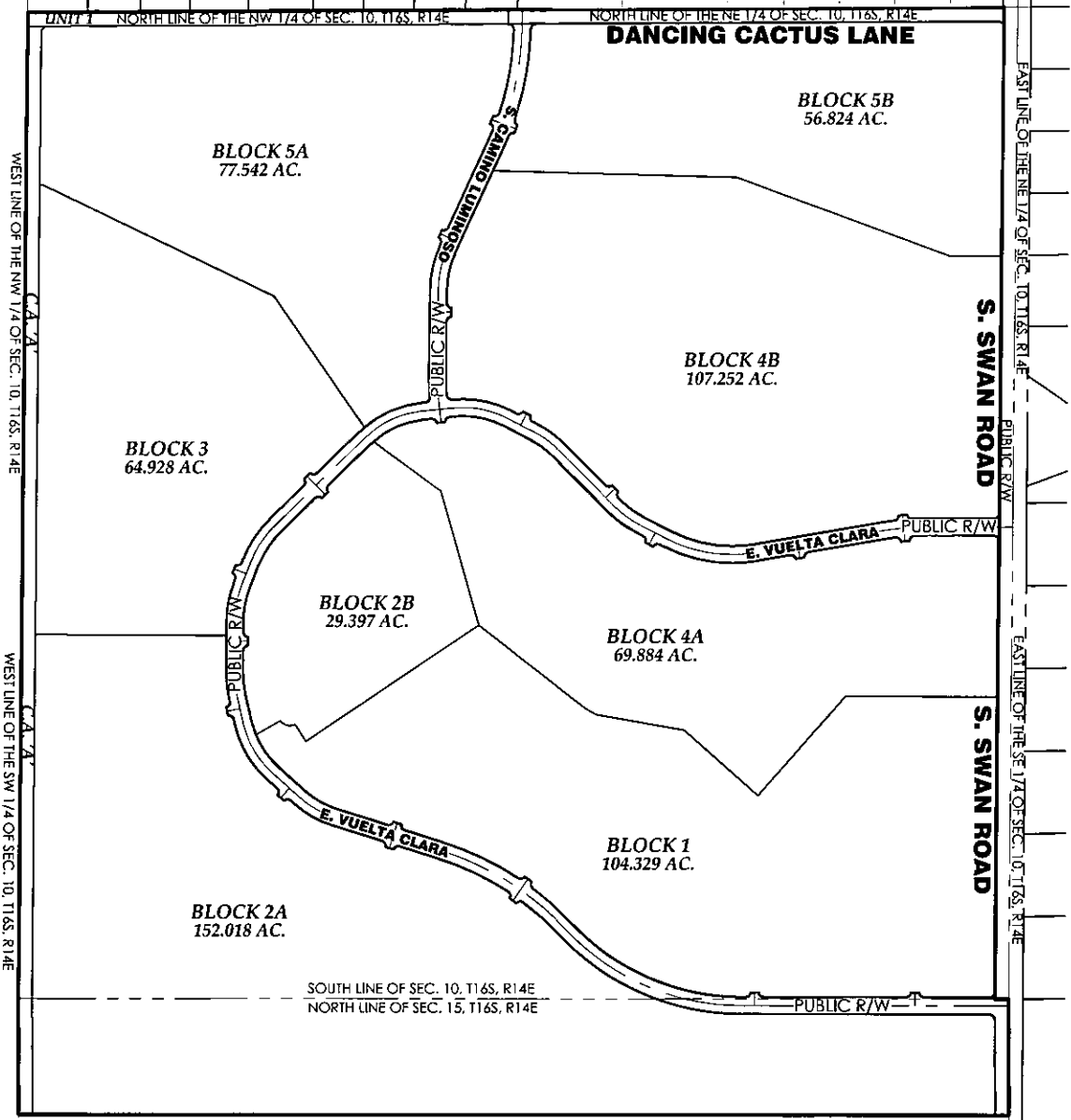
THENCE CONTINUING ALONG SAID LINE, S 00°03'15"W A DISTANCE OF 1,521.64' TO THE SOUTHEAST CORNER OF SECTION 13 SAID POINT BEING MARKED BY A FOUND 2" MONUMENT;

THENCE CONTINUING ALONG THE SOUTH LINE OF SECTION 13, S 89°21'51"W A DISTANCE OF 5,290.60' TO THE SOUTHWEST CORNER OF SECTION 13 SAID POINT BEING MARKED BY A FOUND 2" MONUMENT;

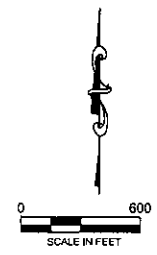
THENCE ALONG THE SOUTH LINE OF SECTION 14, S 89°29'26"W A DISTANCE OF 5,291.94' TO THE SOUTHWEST CORNER OF SECTION 14;

THENCE ALONG THE SOUTH LINE OF SECTION 15, S 89°55'58"W A DISTANCE OF 5,325.01' TO THE SOUTHWEST CORNER OF SECTION 15 SAID POINT ALSO BEING THE POINT OF BEGINNING.

EXHIBIT C VERANO SEPARATION AGMT



- Phase One = Block One
- Phase Two = Blocks 2A and Block 2B
- Phase Three = Block Three
- Phase Four = Block 4A and Block 4B
- Phase Five = Block 5A and Block 5B



Job No.: 10954A
Date: 10/1/2024
Sheet 1 of 1

**EXHIBIT PLAT OF VERANO TENTATIVE BLOCK PLAT
LOCATED IN A PORTION OF
SEC.10 AND A PORTION OF THE NORTH 1/2 OF SEC. 15,
T16S, R14E, G&SRB&M, PIMA COUNTY, ARIZONA**

