



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/19/2024

* = Mandatory, Information must be provided

or Procurement Director Award: ☐

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

Primavera Foundation, Inc.

***Project Title/Description:**

Amendment to Quit Claim Deed, with Nondisturbance and Estoppel Agreement

***Purpose:**

By amending the covenants of the quitclaim deed to extend County's reversionary interest in the VA property for an additional 30 years and with the conveyance of the VA property to PV the VA property will continue to provide low income housing for seniors without the County having to incur the associated costs of property ownership and property management. The County will maintain a right of reversion for the future interest in the VA property that will be exercised in 30 years from date of approval. The County will have no role in the ownership, property management or financial costs in the operation of the VA property but will have the right to an accelerated reversion date for the VA property if PF does not meet County objectives for providing low income housing for seniors. The TCDD transfer of ownership of the VA property to PF will provide continuity of services for low income elderly residents through a Project-based Section 8 Housing Assistance Payments Contract.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The program goal is to have TCDD convey ownership of the VA property to PF and to extend the County's right of reversion for an additional 30 year period of time. The predicted outcome is for PF to continue to provide low income housing for seniors at the VA property in the same manner as has been provided for the past 40 years. At the end of the 30 extension of the right of reversion the VA property will revert to the County.

***Public Benefit:**

Continuation of the VA property providing low income housing for seniors with ownership and management by PF. The County will have no role in the ownership, property management or financial costs in the operation of the VA property.

***Metrics Available to Measure Performance:**

The number of affordable housing units associated with this property will remain unchanged.

***Retroactive:**

No.

Attachment – Location Map, Original Contract, Amendment 1, Amendment 2

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
_____ Expense Amount \$ _____* ☐ Revenue Amount: \$ _____

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

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: SC Department Code: RPS Contract Number (i.e., 15-123): SC2400002360

Amendment No.: 2

AMS Version No.: 0

Commencement Date: 11/19/2024

New Termination Date: 11/18/2024

Prior Contract No. (Synergen/CMS): _____

☒ Expense ☒ Revenue ☒ Increase ☒ Decrease

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

Amount This Amendment: \$ 0.00

***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: Jeff Tepiitsky

Department: Real Property Services

Telephone: 724-6306

Department Director Signature: _____

Date: 10/9/2024

Deputy County Administrator Signature: _____

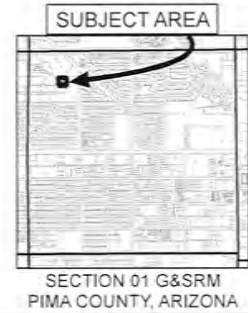
Date: 11/1/2024

County Administrator Signature: _____

Date: 11-1-2024

Location Map

SECTION 01
TOWNSHIP 14 SOUTH
RANGE 14 EAST



24041

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

NOT TO SCALE

DRAWN BY: V BATRES

DATE: OCT 2024

LEGEND

 Area 1

 Area 2

ORIGINAL CONTRACT

STATE OF ARIZONA } ss.
COUNTY OF PIMA
Witness my hand and Official Seal.

Indexed	Paged	Blotted

FORM 4-13

I hereby certify that the within
instrument was filed for record
in Pima County, State of Arizona



No. 87687
Book 6875 Page 218-223
Date: SEP 28 1977 8 AM
Request of: FIRST AMERICAN TITLE INSURANCE CO
By: Elaine H. Kennedy Deputy
Fee: 5.00

QUIT CLAIM DEED

11-1 @ LawForms 10-71, 12-74

Effective Date: March 21, 1977	County and State where property is located: PIMA COUNTY, ARIZONA
GRANTOR (Name, Address and Zip Code) PIMA COUNTY, a Body Politic	GRANTEE (Name, Address and Zip Code) TUCSON COMMUNITY DEVELOPMENT/LAND DESIGN CENTER, an Arizona Corporation
Subject Real Property (Address or Location) 2250 N. Graycroft Tucson, Arizona	Legal Description Proved by Persons Whose Initials Appear to the Right
Subject Real Property (Legal Description)	1. RLV. 2. MH. 3.

6875 ME 218

See EXHIBIT "A"

Approved and Accepted September 14, 1982

Sam Lera
Chairman, Board of Supervisors
Pima County, Arizona

ATTEST:

Clerk, Board of Supervisors

For valuable consideration, Grantor quit claims to Grantee all right, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant to Subject Real Property on effective date, subject to the Covenants, conditions and Restrictions attached as Exhibit "R" and made a part thereof.

ATTEST:

Eugene H. Wells
Clerk of the Board of Supervisors

Sam Lera
Chairman, Board of Supervisors
Pima County, Arizona

Signatures of Grantor

STATE OF: ARIZONA

COUNTY OF: PIMA

Date of this acknowledgement:

March 21, 1977

Acknowledgement of

ss. This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Signature of Notary Public:

Eugene H. Wells
Notary Expiration Date:

My Commission Expires June 7, 1983

STATE OF:

COUNTY OF:

Date of this acknowledgement:

Acknowledgement of

ss. This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Signature of Notary Public:

ss. Notary Expiration Date:

This instrument was recorded at the request of:

FIRST AMERICAN TITLE INSURANCE CO. OF ARIZONA

PROPERTY MANAGEMENT

7th Floor

Pima County Governmental Center
Tucson, Arizona 85701

STATE OF
COUNTY OF

PIMA

)
) ss. CERTIFICATE OF
RECORDATION

I certify that this instrument was recorded on the date, at the time, in the docket, beginning with the page number, and with the fee number stamped in the top space of this instrument. If the instrument is of multiple pages, the docket and page set forth represent the first page of that instrument and that instrument extends through Docket _____ Page _____

County Recorder

RICHARD J. KENNEDY

Deputy

The recording official is directed to return this instrument or a copy thereof to the above person.

6875 PAGE 219

EXHIBIT "A"

All that part of Lot 2 of Block D of the Northeast Center Resubdivision No. 2, a subdivision of Pima County, Arizona, according to the map, or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 19 of Maps and Plats, at page 75, described as follows:

BEGINNING at the Southerly end of the 25 foot return curve in the Northeast corner of said LOT 2:
THENCE, South 00 degrees 49 minutes 30 seconds West, along the East line of said Lot 2, a distance of 165.20 feet;
THENCE, North 89 degrees 55 minutes 30 seconds West, parallel with the North line of said Lot 2, a distance of 229.02 feet;
THENCE, North 00 degrees 49 minutes 30 seconds East, parallel with said East line, 190.58 feet to a point in said North line of LOT 2, which point is in a 297.75 foot radius curve;
THENCE, Easterly along the arc of said 297.75 foot radius curve to the left, thru a central angle of 00 degrees 50 minutes 13 seconds, 4.35 feet to a point of tangent;
THENCE, South 89 degrees 55 minutes 30 seconds East, along said North line, 199.34 feet to the point of tangent;
THENCE, Southeasterly along the arc of a 25 foot radius curve to the right in the boundary of said LOT 2, thru a central angle of 90 degrees 45 minutes 00 seconds, 39.60 feet to the point of beginning; containing 43,631 square feet, or 1.002 acres.

EXHIBIT "B"

COVENANTS

I

That in consideration of granting the deed for the subject property, the Grantee covenants and agrees that Pima County shall have the right to review all plans for the construction of buildings, structures and other permanent improvements and the written approval of the Pima County Board of Supervisors shall be secured prior to construction. Such plans shall be for the site and the exterior design of any building, or structure to be constructed on the above described property.

II

That the Grantee covenants to construct Congregate Housing for the Elderly and handicapped.

III

That the Grantee shall obtain interim and permanent financing to construct housing for elderly and handicapped citizens.

IV

Grantee agrees to maintain all buildings and structures constructed on the subject property in a habitable condition in proper order and agrees that grantee shall not use, or permit the buildings and structures to be used in an unlawful, improper, or offensive manner, in any manner contrary to law, or these covenants.

V

That in the event any of the conditions set forth in Paragraphs I through IV hereof are not met, the title to the subject property shall automatically revert to Pima County, or in the event construction is not physically begun within two years from the date of this conveyance upon the subject property, title to said property shall automatically revert to Pima County.

VI

In any event, the subject property is conveyed by Pima County, subject to the condition that title to the land and the improvements thereon shall automatically revert to Pima County, its successor, or assigns upon satisfaction of the indebtedness to be created in favor of the United States Department of Housing and Urban Development. However, in any event the property shall automatically revert to Pima County, its

successors, or assigns, no later than November 1, 2023; PROVIDED, however, that the provisions of this Paragraph VI shall not apply against the Secretary of Housing and Urban Development or his successors or assigns in the event of any default upon the indebtedness created in favor of said Secretary. Upon any such default upon such indebtedness, Pima County or its successor or assignee shall have the right, but not the obligation, to redeem and purchase the interest of the obligor thereunder by paying and satisfying the total indebtedness to the Secretary in full; said right to be exercised, if at all, prior to the date of recordation of a Deed in lieu of foreclosure or the date of completion of any judicial or non-judicial foreclosure proceeding. Failure by Pima County, or its successor or assignee, to so exercise said right prior to the date of recordation of a Deed in lieu of foreclosure or the date of completion of any judicial or non-judicial foreclosure proceeding shall terminate the covenants contained within this Paragraph VI.

Signed this 14th day of September, 1982.

GRANTOR

GRANTEE

Sam Lewis
Pima County, Arizona by
Chairman of Board of
Supervisors

Cathy P. T. ASST. SECRETARY
Authorized Corporate Officer

ATTEST

Cynthia H. Allen
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

Rose Silver
Rose Silver, Special Counsel
Pima County Attorney's Office

QUIT CLAIM DEED

11-1 ☐ LawForms 10-71, 12-74



Effective Date: SEPTEMBER 24, 1982		County and State where property is located: PIMA COUNTY, ARIZONA		
GRANTOR (Name, Address and Zip Code) PIMA COUNTY, A Body Politic		GRANTEE (Name, Address and Zip Code) TUCSON COMMUNITY DEVELOPMENT AND DESIGN CENTER, an Arizona Corporation		
Subject Real Property (Address or Location) 2250 N. Craycroft Tucson, Arizona	Legal Description Proofed by Persons Whose Initials Appear to the Right	1.	2.	3.
Subject Real Property (Legal Description)				

SEE EXHIBIT "A"

RE: Congregate Housing
GG

For valuable consideration, Grantor quit claims to Grantee all right, title and interest of Grantor in Subject Real Property together with all rights and privileges appurtenant or to become appurtenant to Subject Real Property on effective date.

PIMA COUNTY BOARD OF SUPERVISORS

BY: *ES. Walker*
Sam Lena, Chairman

Signatures of Grantor

STATE OF: Arizona COUNTY OF: Pima Date of this acknowledgement: September 24, 1982	ss. Acknowledgement of Sam Lena This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.	ss. Signature of Notary Public <i>[Signature]</i> Notary Expiration Date: My Commission Expires June 7, 1983
STATE OF: ARIZONA COUNTY OF: PIMA Date of this acknowledgement:	ss. Acknowledgement of This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.	ss. Signature of Notary Public: Notary Expiration Date:

This instrument was recorded at the request of:
FIRST AMERICAN TITLE INSURANCE CO. OF ARIZONA
Pima County
Dept. of Transportation
Property Management Division
1313 S. Mission Rd.
Tucson AZ 85713

STATE OF ARIZONA }
COUNTY OF PIMA } ss. CERTIFICATE OF RECORDATION

I certify that this instrument was recorded on the date, at the time, in the docket, beginning with the page number, and with the fee number stamped in the top space of this instrument. If the instrument is of multiple pages, the docket and page set forth represent the first page of that instrument and that instrument extends through Docket _____ Page _____

The recording official is directed to return this instrument or a copy thereof to the above person.

County Recorder

RICHARD J. KENNEDY

Deputy

6875 PAGE 212

Approved and Accepted September 14, ,1982

ES. Walz
Chairman, Board of Supervisors
Pima County, Arizona

ATTEST:

Eugenia W. Shell
Clerk, Board of Supervisors
Pima County, Arizona

6875 PAGE 213

EXHIBIT "A"

That portion of Lot 2 Block D in Northeast center resubdivision No. 2, on record at the Pima County, Arizona Recorder's Office in Book 19 at Page 75 of Maps and Plats, more particularly described as follows:

BEGINNING at the centerline intersection of Edison Street and Leonora Avenue in said subdivision;

Thence South $0^{\circ} 49' 30''$ West along the centerline of said Leonora Avenue, a distance of 241.17 feet to a point;

Thence North $89^{\circ} 10' 30''$ West, a distance of 25.00 feet to the West right of way line of Leonora Avenue and the TRUE POINT OF BEGINNING;

Thence Southerly along the arc of a 125.00 radius curve to the right and along the West Right of Way line of said Leonora Avenue through a central angle of $6^{\circ} 19' 28''$, a distance of 13.80 feet to a point;

Thence North $89^{\circ} 55' 30''$ West, a distance of 228.26 feet to a point;

Thence North $0^{\circ} 49' 30''$ East, a distance of 45.00 feet to a point;

Thence South $89^{\circ} 55' 30''$ East, a distance of 229.02 feet to a point on the West right of way line of Leonora Avenue;

Thence South $0^{\circ} 49' 30''$ West along said right of way line, a distance of 31.24 feet to the TRUE POINT OF BEGINNING.

Said Lot containing 10,305 square feet or 0.23 acres.

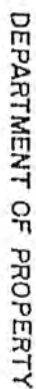
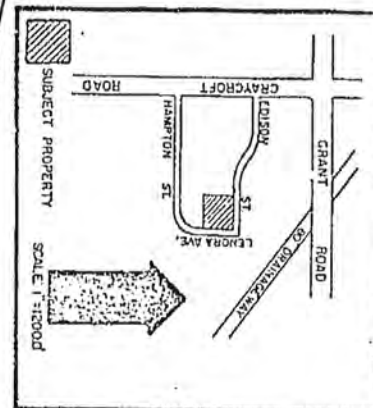


EXHIBIT "B"

COVENANTS

I

That in consideration of granting the deed for the subject property, the Grantee covenants and agrees that Pima County shall have the right to review all plans for the construction of buildings, structures and other permanent improvements and the written approval of the Pima County Board of Supervisors shall be secured prior to construction. Such plans shall be for the site and the exterior design of any building, or structure to be constructed on the above described property.

II

That the Grantee covenants to construct Congregate Housing for the Elderly and handicapped.

III

That the Grantee shall obtain interim and permanent financing to construct housing for elderly and handicapped citizens.

IV

Grantee agrees to maintain all buildings and structures constructed on the subject property in a habitable condition in proper order and agrees that grantee shall not use, or permit the buildings and structures to be used in an unlawful, improper, or offensive manner, in any manner contrary to law, or these covenants.

V

That in the event any of the conditions set forth in Paragraphs I through IV hereof are not met, the title to the subject property shall automatically revert to Pima County, or in the event construction is not physically begun within two years from the date of this conveyance upon the subject property, title to said property shall automatically revert to Pima County.

VI

In any event, the subject property is conveyed by Pima County, subject to the condition that title to the land and the improvements thereon shall automatically revert to Pima County, its successor, or assigns upon satisfaction of the indebtedness to be created in favor of the United States Department of Housing and Urban Development. However, in any event the property shall automatically revert to Pima County, its

successors, or assigns, no later than November 1, 2023; PROVIDED, however, that the provisions of this Paragraph VI shall not apply against the Secretary of Housing and Urban Development or his successors or assigns in the event of any default upon the indebtedness created in favor of said Secretary. Upon any such default upon such indebtedness, Pima County or its successor or assignee shall have the right, but not the obligation, to redeem and purchase the interest of the obligor thereunder by paying and satisfying the total indebtedness to the Secretary in full; said right to be exercised, if at all, prior to the date of recordation of a Deed in lieu of foreclosure or the date of completion of any judicial or non-judicial foreclosure proceeding. Failure by Pima County, or its successor or assignee, to so exercise said right prior to the date of recordation of a Deed in lieu of foreclosure or the date of completion of any judicial or non-judicial foreclosure proceeding shall terminate the covenants contained within this Paragraph VI.

Signed this 14th day of September, 1982.

GRANTOR

GRANTEE

Sam Lana
Pima County, Arizona by
Chairman of Board of
Supervisors

Cerly P. T. Dwyer Asst. Secretary
Authorized Corporate Officer

ATTEST:
Cynthia St. John
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy County Attorney

Rose Silver
Rose Silver, Special Counsel
Pima County Attorney's Office

fee 6.00 87686

INDEXED	COPIES	BLOTTED
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State of Arizona } ss
County of Pima }

I hereby certify that the instrument was filed for record as requested by FIRST AMERICAN TITLE INSURANCE CO.

Date SEP 28 82-8AM

Book 6875 Page 219-217

Witness my hand and Official Seal
day and year above written
RICHARD J. KENNEDY, County Recorder
BY William W. Sullivan
Deputy



6875 217

AMENDMENT NO. 1

GABRIELLA CÁZARES-KELLY, RECORDER

Recorded By: JMM

DEPUTY RECORDER

5036

PCREA

PIMA CO REAL PROPERTY SERVICES

PICKUP



SEQUENCE :

20231030151

NO. PAGES :

4

04/13/2023

12:17:17

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701

DOCUMENT TITLE: AMENDMENT TO QUIT CLAIM DEED COVENANTS

EXEMPT PER: 11-134(A4)

Amendment to Quit Claim Deed Covenants

Pima County, a Political Body, executed a quit claim deed in favor of Tucson Community Development and Design Center, an Arizona corporation, recorded in the office of the Recorder of Pima County, Arizona, on September 28, 1982, at Book 6875, Pages 212 and 218 (Sequence Numbers 87686 and 87687) (the "Subject Quit Claim Deed"), subject to "Covenants" attached as Exhibit B to the Subject Quit Claim Deed (at Book 6875, Pages 216 and 221, respectively).

The Subject Quit Claim Deed provides that, in consideration of granting the deed for the subject property, Grantee would procure financing and construct buildings, structures, and other permanent improvements on the property for use as Congregate Housing for the Elderly and Handicapped.

Paragraph VI of the Subject Quit Claim Deed's Covenants ("Covenant VI") provides that the subject property will automatically revert to Grantor upon satisfaction of the indebtedness created in favor of the United States Department of Housing and Urban Development or no later than November 1, 2023.

At the time of the original deed creation, financing through United States Department of Housing and Urban Development (HUD) had not yet been procured and the loan maturity date was unknown.

Grantor and Grantee (the "Parties") are now aware the HUD loan will mature on or about October 14, 2024.

In the best interest of both Parties, Parties now amend Covenant VI to reflect the reversion of the property will occur no later than December 1, 2024, to allow for the loan to fully mature. Covenant VI is hereby replaced in full with the following language:

In any event, the subject property is conveyed by Pima County, subject to the condition that title to the land and the improvements thereon shall automatically revert to Pima County, its successor, or assigns upon satisfaction of the indebtedness to be created in favor of the United States Department of Housing and Urban Development. However, in any event the property shall automatically revert to Pima County, its successors, or assigns, no later than December 1, 2024; PROVIDED, however, that the provisions of this Paragraph VI shall not apply against the Secretary of Housing and Urban Development or his successors or assigns in the event of any default upon the indebtedness created in favor of said Secretary. Upon any such default upon such indebtedness, Pima County or its

successor or assignee shall have the right, but not the obligation, to redeem and purchase the interest of the obligor thereunder by paying and satisfying the total indebtedness to the Secretary in full; said right to be exercised, if at all, prior to the date of recordation of a Deed in lieu of foreclosure or the date of completion of any judicial or non-judicial foreclosure proceeding. Failure by Pima County, or its successor or assignee, to so exercise said right prior to the date of recordation of a Deed in lieu of foreclosure or the date of completion of any judicial or non-judicial foreclosure proceeding shall terminate the covenants contained within this Paragraph VI.

Except as so amended, all other Covenants of the Subject Quit Claim Deed remain unchanged.

[Remainder of page left blank; signature page follows]


Dated this 13 day of April, 2023

GRANTOR: Pima County, a political subdivision of the State of Arizona



Jeffrey Teplitsky, Director, Real Property Services

GRANTEE: Tucson Community Development and Design Center, an Arizona corporation

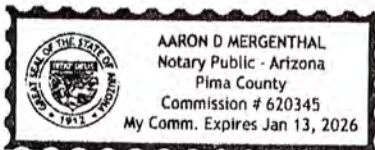


William J. Risner, President

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 13 day of April, 2023,
by Jeffrey Teplitsky, Director of Pima County Real Property Services, on behalf of Pima County, a
political subdivision of the State of Arizona.

(Seal)



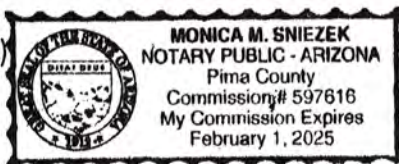
STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

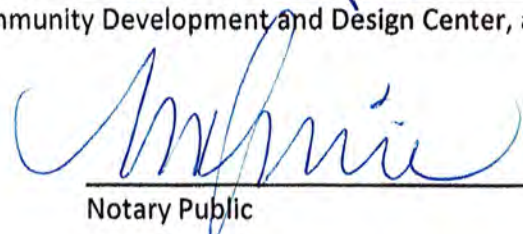


Notary Public

This instrument was acknowledged before me this 13 day of April, 2023,
by William J. Risner, President of Tucson Community Development and Design Center, an
Arizona corporation, on its behalf.

(Seal)





Notary Public

AMENDMENT 2

When recorded, return to:

Pima County Real Property 201
North Stone, 6th Floor Tucson,
Arizona 85701
Attn: Jeffrey Teplitsky, Director

SC2400002360

**AMENDMENT TO QUITCLAIM DEED,
WITH NONDISTURBANCE AND ESTOPPEL AGREEMENT**

THIS AMENDMENT TO QUITCLAIM DEED, WITH NONDISTURBANCE AND ESTOPPEL AGREEMENT (the "**Amendment**") is made and entered into this 19th day of November, 2024 (the "**Effective Date**") by and among the following: Tucson Community Development and Design Center, an Arizona Corporation ("**TCD**"), whose address is 100 N Stone Ave. #508, Tucson, AZ, 85701; Pima County Arizona, a political subdivision of the State of Arizona (the "**County**"), whose address is c/o Pima County Administrator, 115 N. Church Ave, Tucson, Arizona 85701; and The Primavera Foundation, Inc., an Arizona non-profit corporation ("**Primavera**"), whose address is 151 W. 40th Street, Tucson, AZ 85713. TCD, the County and Primavera shall hereafter collectively be referred to hereunder as the "**Parties**."

RECITALS

A. County is the Grantor under: a Quitclaim Deed ("**Quitclaim Number 1**") bearing an effective date of March 21, 1977, recorded on September 28, 1982 in Book 6875, beginning at Page 218, in the records of Pima County, Arizona; and a Quitclaim Deed ("**Quitclaim Number 2**"), bearing an effective date of September 24, 1982, recorded on September 28, 1982, in the records of Pima County, Arizona, in Book 6875, beginning at Page 212. Together, the aggregation of Quitclaim Number 1 and Quitclaim Number 2 is hereinafter referred to as the "**Quitclaim**." TCD is the Grantee under the Quitclaim.

B. Pursuant to the Quitclaim, the County transferred to TCD title to the property described on Exhibit "A" hereto (the "**Property**"), subject to certain covenants set forth on identical iterations of an Exhibit "B" attached to each of Quitclaim Number 1 and Quitclaim Number 2 (such covenants altogether, as modified by the Prior Amendment defined below, the "**Covenants**"), which covenants were previously amended by an Amendment to Quitclaim Deed Covenants (the "**Prior Amendment**") dated and recorded April 13, 2023 as Sequence number 20231030151 in the Office of the County Recorder of Pima County, Arizona.

C. As TCD intends to convey the Property to Primavera, and as all Parties acknowledge and agree that such conveyance may only occur subject to the terms and conditions of (1) the Quitclaim (including the Covenants), (2) the Prior Amendment, and (3) this Amendment, the Parties hereby desire to confirm their understanding with respect to the Property and the Quitclaim (including the Covenants).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree and covenant as follows:

1. Paragraph II and Paragraph III of the Covenants, having been satisfied, are hereby deleted and of no further force or effect as any part of the Quitclaim.

2. Paragraph V of the Covenants is hereby deleted and the following is hereby inserted in that place as part of the Quitclaim:

That in the event the condition set forth in Paragraph IV hereof is not met, the title to the subject property shall automatically revert to Pima County.

3. Paragraph VI of the Covenants is hereby further amended by deleting the date “December 1, 2024” from that provision and by inserting the date “November 1, 2053” in that place—and, as so modified, is hereby acknowledged by the Parties to be part of the Quitclaim.

4. As of the Effective Date, TCD is in compliance with all terms, covenants, and conditions of the Quitclaim (including the Covenants). So long as TCD (or any grantee or other successor of TCD, including Primavera) is not in default in the performance of any of the terms, covenants or conditions of the Quitclaim (including the Covenants) to be performed by “Grantee” under the Quitclaim, County shall not disturb or interfere with such Grantee’s possession or occupancy of the Property prior to the date provided for reversion in Paragraph VI of the Covenants (as hereby amended).

5. Title to the Property is now, and shall at all times continue to be, subject to the reversionary interest of the County, as provided in Section VI of Exhibit B of the Covenants. Nothing contained herein shall be deemed or construed as limiting or restricting the enforcement by County, after the Effective Date, of any of the covenants, conditions, provisions or remedies set forth in the Covenants.

6. The Parties anticipate that TCD shall transfer all of its interest in the Property to Primavera (the “**Approved Transfer**”) on or before July 1, 2025 (the actual date of which transfer when effected, if at all, shall be known as the “**Transfer Date**”). The Parties acknowledge and agree that the Approved Transfer shall be subject to the Covenants (as modified by this Amendment) and also to the provisions of this Amendment. Any transfer of any kind or nature subsequent to the Approved Transfer shall be subject to the prior written consent of the U.S. Department of Housing and Urban Development (“**HUD**”) and the County, such consent not to be unreasonably withheld or delayed. Notwithstanding anything contained herein, the Approved Transfer shall be conditioned on the following: (i) the recording of a release or satisfaction for the Deed of Trust from TCD for the benefit of HUD dated September 24, 1982 and recorded September 28, 1982 in Book 6875, beginning at Page 224 by HUD; (ii) the recording of a release or termination for the Regulatory Agreement between HUD and TCD dated September 24, 1982 and recorded September 28, 1982 in Book 6875, beginning at Page 231 by HUD; and (iii) TCD and Primavera receiving the requisite approvals from HUD and the Arizona Department of Housing to transfer the Property and the existing Project-based Section 8 Housing Assistance Payments Contract, governing Viviendas Asistenciales,

7. Each of TCD and Primavera certifies to County as follows: (a) As of the Effective Date, the Covenants, as in effect on this Effective Date, are (i) in full force and effect and (ii) unmodified or unchanged as compared to the Covenants attached to the Quitclaim except as

provided in the Prior Amendment; (b) the term of all provisions of the Quitclaim shall commence or did commence on or before September 14, 1982; and (c) as of the Effective Date, Primavera has not received notice of any assignment, mortgage or pledge of TCD's interest in the Quitclaim or any rents or other amounts payable thereunder.

8. TCD certifies to County as follows: (a) all conditions required under the Quitclaim to have been satisfied as of the Effective Date have been satisfied; (b) no default exists under the Quitclaim as of the Effective Date; and (c) TCD, as of the Effective Date, has no charge, lien or claim of offset under the quitclaim or otherwise, against rents or other charges dues or to become due.

9. Before the Transfer Date, TCD shall give written notice to County of any failure to perform or observe any of the covenants, conditions or provisions of the Quitclaim, and/or the maintenance and operation of the Property as a project for elderly and/or low-income housing; on and after the Transfer Date, Primavera shall give written notice to County of any failure to perform or observe any of the covenants, conditions or provisions of the Quitclaim, and/or the maintenance and operation of the Property as a project for elderly and/or low-income housing. In each instance, County shall have the right, but not the obligation, to cure such failure.

10. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by delivery service or by electronic transmission. Any notice directed to a Party shall become effective upon the earliest of the following: (i) actual receipt by that Party; (ii) delivery to the designated address of that Party, addressed to that Party; or (iii) if given by certified or registered United States mail, twenty-four (24) hours after deposit with the United States Postal Service, postage prepaid, addressed to that Party at its designated address. The designated address of a Party shall be the address of that party shown at the beginning of this Amendment or such other address as that Party, from time to time, may specify by notice to the other Parties.

11. Each covenant, condition and provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law but if any covenant, condition or provision of this Amendment shall be held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid covenant, condition or provision had not been contained herein.

12. This Amendment may not be modified orally or in any other manner than by an agreement in writing signed by the Parties or their respective successors in interest. This Amendment shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

13. This Amendment shall be governed by and construed according to the laws of the State of Arizona.

14. This Amendment shall, upon full execution and delivery, be recorded, and the recorded iteration shall repose with the County.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day, month and year written below.

Tucson Community Development and Design Center, an Arizona Corporation

William J. Risner
William J. Risner, President

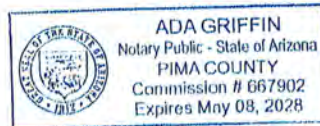
October 29, 2024
Date

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

This instrument was acknowledged before me this 29th day of October, 2024,
by William J. Risner, President of Tucson Community Development and Design Center, an
Arizona corporation, on its behalf.

Ada Griffin
Notary Public

My Commission Expires:



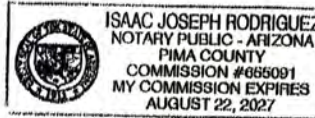
The Primavera Foundation, Inc., an Arizona non-profit corporation

By: [Signature]
CEO Tisha Tallman (printed name)

Date 10/29/24

Its: CEO

STATE OF ARIZONA)
) §
COUNTY OF PIMA)



This instrument was acknowledged before me this 29th day of October, 2024, by Tisha Tallman, as CEO The Primavera Foundation, Inc., an Arizona non-profit corporation, on behalf of that corporation.

[Signature]
Notary Public

My Commission Expires: 08/22/2027

Pima County, a political subdivision of the State of Arizona:

Adelita S. Grijalva, Chair, Board of Supervisors

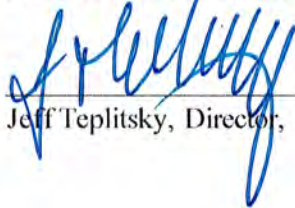
Date

ATTEST:

Clerk of Board of Supervisors

Date

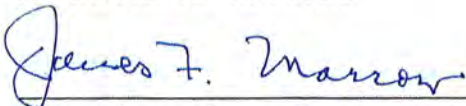
APPROVED AS TO CONTENT:



Jeff Teplitsky, Director, Real Property Services

Carmine DeBonis, Deputy County Administrator

APPROVED AS TO FORM:



James Morrow, Deputy County Attorney

STATE OF ARIZONA)
)§
COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____, 2024,
by _____ as Chair of the Pima County
Board of Supervisors.

Notary Public

My Commission Expires:

Exhibit "A"

Area 1:

That portion of Lot 2 Block D in Northeast center resubdivision No. 2, on record at the Pima County, Arizona Recorder's Office in Book 19 at Page 75 of Maps and Plats, more particularly described as follows:

BEGINNING at the centerline intersection of Edison Street and Leonora Avenue in said subdivision;

Thence South $0^{\circ} 49' 30''$ West along the centerline of said Leonora Avenue, a distance of 241.17 feet to a point;

Thence North $89^{\circ} 10' 30''$ West, a distance of 25.00 feet to the West right of way line of Leonora Avenue and the TRUE POINT OF BEGINNING;

Thence Southerly along the arc of a 125.00 radius curve to the right and along the West Right of Way line of said Leonora Avenue through a central angle of $6^{\circ} 19' 28''$, a distance of 13.80 feet to a point;

Thence North $89^{\circ} 55' 30''$ West, a distance of 228.26 feet to a point; Thence North $0^{\circ} 49' 30''$ East, a distance of 45.00 feet to a point;

Thence South $89^{\circ} 55' 30''$ East, a distance of 229.02 feet to a point on the West right of way line of Leonora Avenue;

Thence South $0^{\circ} 49' 30''$ West along said right of way line, a distance of 31.24 feet to the TRUE POINT OF BEGINNING.

Said Lot containing 10,305 square feet or 0.23 acres.

Area 2:

All that part of Lot 2 of Block D of the Northeast Center Resubdivision No. 2, a subdivision of Pima County, Arizona, according to the map, or plat of said subdivision of record in the office of the County Recorder of Pima County, Arizona, in Book 19 of Maps and Plats, at page 75, described as follows:

BEGINNING at the Southerly end of the 25 foot return curve in the Northeast corner of said LOT 2:

THENCE, South 00 degrees 49 minutes 30 seconds West, along the East line of said Lot 2, a distance of 165.20 feet;

THENCE, North 89 degrees 55 minutes 30 seconds West, parallel with the North line of said Lot 2, a distance of 229.02 feet;

THENCE, North 00 degrees 49 minutes 30 seconds East, parallel with said East line, 190.58 feet to a point in said North line of LOT 2, which point is in a 297.75 foot radius curve;

THENCE, Easterly along the arc of said 297.75 foot radius curve to the left, thru a central angle of 00 degrees 50 minutes 13 seconds, 4.35 feet to a point of tangent;
THENCE, South 89 degrees 55 minutes 30 seconds East, along said North line, 199.34 feet to the point of tangent;
THENCE, Southeasterly along the arc of a 25 foot radius curve to the right in the boundary of said LOT 2, thru a central angle of 90 degrees 45 minutes 00 seconds, 39.60 feet to the point of beginning; containing 43,631 square feet, or 1.002 acres.