



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

Requested Board Meeting Date: May 19, 2015 Addendum

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Native Seeds/ Southwestern Endangered Aridlands Resources Clearinghouse, Inc., an Arizona Non-Profit Corporation ("NSS"). [Supervisor District No. 1]  
**Project Title/Description:**

Lessor's Agreement

**Purpose:**

Pima County leases land at Brandi Fenton Park upon which NSS has constructed its new Tucson headquarters. NSS has applied for a loan from National Bank of Arizona ("Bank"). As a condition of the loan, Bank requires County to subordinate its Lease with NSS to the Deed of Trust NSS will be executing in favor of Bank to secure repayment of the loan. NRPR has no objection to the subordination, which the subject Lessor's Agreement is intended to effectuate.

**Procurement Method:**

County seeks permission to execute Lessor's Agreement.

**Program Goals/Predicted Outcomes:**

Cooperation with an existing tenant of the County by facilitating that tenant's ability to obtain a Bank loan.

**Public Benefit:**

NSS is a not-for-profit organization dedicated to conservation of native seeds of the desert southwest. The subject Lessor's Agreement will allow NSS to obtain a Bank loan which will enhance its continued operations at Brandi Fenton Park.

**Metrics Available to Measure Performance:**

Not Applicable

**Retroactive:**

No.

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To: COB - 5-8-15 (1)  
Ver - 1  
Vendor - 1  
Pgs. - 6  
Addendum

Procure Dept 05/07/15 PM0857

**Original Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 15\*0154  
Effective Date: 5/19/2015 Termination Date: 5/19/2020 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): Not Applicable

Cost to Pima County General Fund: Not Applicable

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Michael D. Stofko

Department: Real Property Services

Telephone: 520-724-6667

Department Director Signature/Date: [Signature] 3-4-15

Deputy County Administrator Signature/Date: [Signature] 5/6/15

County Administrator Signature/Date: [Signature] 5/6/15

(Required for Board Agenda/Addendum Items)

NO. CTN-PW-15000000000000000000154

AMENDMENT NO. \_\_\_\_\_

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

LESSOR'S AGREEMENT

This Lessor's Agreement ("Agreement") is made by and between PIMA COUNTY, a body corporate and politic of the state of Arizona (herein "Lessor"), whose address is 3500 W. RIVER RD., TUCSON, AZ 85741, NATIVE SEEDS/SOUTHWESTERN ENDANGERED ARIDLAND RESOURCES CLEARING HOUSE, INC. (herein "Borrower"), whose address is 3584 E. RIVER RD, TUCSON, AZ 85718, and National Bank of Arizona (herein "Lender") whose address is 6001 N 24TH ST BUILDING C, PHOENIX, AZ 85016.

## RECITALS

WHEREAS, Lessor is the fee title owner of real property located at 3584 E. RIVER RD, TUCSON, AZ 85718 (herein "Premises").

WHEREAS, Borrower is leasing or will lease the Premises from Lessor under a lease agreement dated September 1, 2009 (herein "Lease").

WHEREAS, Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Borrower's personal property described as 3584 E. RIVER RD, TUCSON, AZ 85718 (herein "Collateral"). Some or all of the Collateral may be located on the Premises.

WHEREAS, to induce Lender to extend a Loan to Borrower in the principal amount of \$347,000.00, secured by among other things, the Collateral, Lender requires the execution of this agreement. The word "Loan" shall mean any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

WHEREAS, as a condition of the Loan, Lessor hereby agrees with Lender and Borrower as follows:

## AGREEMENT

THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Lessor hereby consents and subordinates to Lender's security interest in the Collateral and agrees that Lender's security interest (or other present or future interest) in the Collateral is and shall remain superior to any interest or lien of Lessor in the Collateral.

2. Lessor shall give Lender written notice of any defaults under the terms of the Lease. Any such notice shall be deemed given and received when personally delivered to the proper recipient or, if given by mail, when properly deposited in the United States mail, with proper postage affixed, addressed to the party to be notified.

3. If Borrower defaults under the terms of the Loan, Lender shall have the right, upon giving written notice to Lessor, to enter the Premises, take possession of the Collateral, and remove the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted herein to Lender shall continue until sixty(60) days after Lender receives written notice from Lessor that Borrower no longer is in lawful possession of the Premises, unless there is a pending bankruptcy or other court proceeding affecting the Premises, in which case the rights granted herein shall continue for a reasonable time.

4. For purposes of giving notice under the provisions of Paragraphs 2 and 3 above, notice shall be given as follows:

If to Lessor:

Chris Cawein, Director  
Pima County Natural Resources Parks & Recreation Department  
3500 West River Road  
Tucson, AZ 85741  
Phone: 520-724-5256  
Email: [Chris.Cawein@pima.gov](mailto:Chris.Cawein@pima.gov)

With a copy to:

Tobin Rosen, Deputy Pima County Attorney  
32 N. Stone Avenue, 21<sup>st</sup> Floor  
Tucson, AZ 85701  
Phone: 520-740-4025  
Email: [Tobin.Rosen@pcao.pima.gov](mailto:Tobin.Rosen@pcao.pima.gov)

If to Lender:

National Bank of Arizona  
Attn: Justin Martinez  
335 North Wilmot Road  
Tucson, AZ, 85710  
Phone: 520-584-4124  
Email: [Justin.Martinez@nbarizona.com](mailto:Justin.Martinez@nbarizona.com)

If to Borrower:

Native Seeds/Southwestern Endangered Aridland  
Resources Clearing House, Inc.  
526 North 4<sup>th</sup> Avenue, Tucson, AZ 85705  
Attn: President

5. Lender agrees to pay for any damages caused by Lender to the Premises by Lender's entrance upon the Premises and removal of the Collateral.

6. Neither Lessor nor Lender shall be deemed to have waived any rights under this Agreement. No delay or omission on the part of Lender or Lessor in exercising any of its respective rights shall operate as a waiver of such right or any other right. Without notice to Lessor and without affecting the validity of this Agreement, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation, extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

7. This Agreement and the documents referred to herein constitute the final written expression of all of the terms of this agreement. Each of the parties acknowledges that no representations or promises not expressly contained in this Agreement and the documents referred to herein have been made by any party, of by the agents or representatives of any party. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

8. Each of the parties further acknowledges and agrees that this Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party hereto. If Lessor is other than an individual, any agent or other person executing this Agreement on behalf of Lessor represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Lessor's behalf.

9. In any legal or administrative action brought to enforce or interpret the terms and conditions of this Agreement, the prevailing party therein shall recover its incurred costs and reasonable attorneys fees, including costs and

fees from appeals and any action or participation in a case or proceeding under any provision of the Bankruptcy Code, from the party or parties against whom such party prevails.

10. This Agreement is to be construed, interpreted, enforced and governed by applicable law of the state of Arizona unless the United States Small Business Administration (SBA) is the holder of the Loan in which case this Agreement will be construed in accordance with federal law.

LESSOR:

PIMA COUNTY, a body corporate and politic of the state of Arizona

\_\_\_\_\_  
Sharon Bronson, Chair,  
Pima County Board of Supervisors

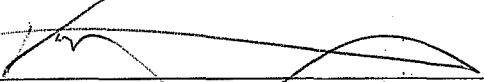
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk  
Pima County Board of Supervisors

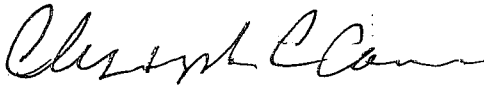
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy Pima County Attorney

4/30/15  
\_\_\_\_\_  
Date

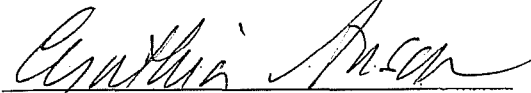
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chris Cawein, Director  
Natural Resources Parks & Recreation  
Department

5/4/15  
\_\_\_\_\_  
Date

BORROWER:

NATIVE SEEDS/SOUTHWESTERN ENDANGERED  
ARIDLAND RESOURCES CLEARING HOUSE, INC.

  
\_\_\_\_\_  
Cynthia Anson, Chairman

5/01/2015  
\_\_\_\_\_  
Date

LENDER:

National Bank of Arizona

Name, Title

Date

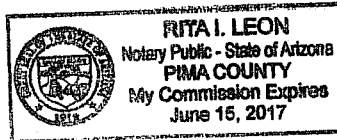
CORPORATE ACKNOWLEDGMENT

State of ARIZONA )

County of Pima )  
SS

Subscribed in my presence and sworn to before me, the undersigned Notary Public, on this 1st day of May, 2015, by Cynthia Hanson, who being duly sworn, did say that he/she is the Chairman of Nat'l Seed and that the foregoing document was signed by Cynthia Hanson in behalf of said corporation by authority of a resolution of its Board of Directors, and Cynthia Hanson acknowledged to me that said corporation executed the same.

Rita I Leon  
NOTARY PUBLIC



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of ARIZONA )

County of \_\_\_\_\_ )  
SS

Subscribed in my presence and sworn to before me the undersigned Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who being duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing document was signed by \_\_\_\_\_ in behalf of said limited liability company by authority of statute, its articles or organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the foregoing document.

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

CORPORATE ACKNOWLEDGMENT

State of ARIZONA )

County of \_\_\_\_\_ )  
SS

Subscribed in my presence and sworn to before me, the undersigned Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who being duly sworn, did say that she is the

\_\_\_\_\_ of National Bank of Arizona, and that the foregoing document was signed by \_\_\_\_\_  
in behalf of said corporation by authority of a resolution of its Board of Directors, and \_\_\_\_\_  
acknowledged to me that said corporation executed the same.

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