



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: April 19, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Title Security Agency of Arizona, an Arizona corporation, Trustee #2024

Project Title/Description:

Floodprone Land Acquisition Program

Purpose:

Acquisition of Floodprone Land

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

Acquisition of Floodprone Land

Public Benefit:

Provide a service to acquire Floodprone Land

Metrics Available to Measure Performance:

Acquire Floodprone Land via donation-\$1,000 to cover closing cost if needed

Retroactive:

No

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 16*0277

Effective Date: 04/19/2016 Termination Date: 10/19/2016 Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount: \$ 1,000.00 ☐ Revenue Amount: \$ _____

Funding Source(s): Tax Levy

Cost to Pima County General Fund: None

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: _____

To: ROB- 4-8-16 (1)
Ver. - 1
pgs. - 10 Addendum

Procure Dept 04/08/16 AM 11:26

APR 04 16 PM 03:43 PC CLK OF BD

Contact: Bill Satterly

Department: Real Property Services

Telephone: 520-724-6318

Department Director Signature/Date: [Signature]

8/31/16

Deputy County Administrator Signature/Date: [Signature]

Jul

4/5/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

[Signature]

4/6/16



CONTRACT	
NO.	<u>CT-PW-16-277</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

PIMA COUNTY REAL PROPERTY SERVICES

PROJECT: Accept Donation of Real Property

**DONOR: Title Security Agency of Arizona, an Arizona corporation, as Trustee,
under Trust No. 2024**

AMOUNT: \$1,000.00 for closing costs

FUNDING: FLAP

AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between **Title Security Agency of Arizona, an Arizona corporation, as Trustee, under Trust No. 2024** (collectively "**Donor**") and **Pima County Flood Control District**, a political taxing subdivision of the State of Arizona ("**Donee**"). Donor and Donee are hereinafter referred to collectively as the "**Parties**". This Agreement shall be effective on the date Donor and Donee have executed this Agreement (the "**Effective Date**"). The date Donee signs is the date this Agreement is signed by the Chair of the Board of Directors of the Pima County Flood Control District.

2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all structures and improvements situated

thereon, if any (hereinafter collectively referred to as the "**Property**");

2.2. Donor desires to donate the Property to Donee; and

2.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

3. **Donation.**

3.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

3.3. Donor acknowledges and agree that the decision to donate the Property was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils

reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

4.5. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

5. **Donor's Covenants.**

5.1. No Salvage. Donor shall not salvage or remove any fixtures,

improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

5.3. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

4. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Property.

5. **Closing.**

5.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

5.2. Prorations. The date of closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to closing; and property taxes shall be prorated based upon the date of closing.

5.3. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

5.3.1. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted

Exceptions;

5.3.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

5.3.3. possession of the Property.

5.4. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs are expected to be as follows:

\$ <u>0.00</u>	Acquisition Amount
\$ <u>1,000.00</u>	Estimated County Closing Costs
\$ <u>1,000.00</u>	TOTAL NOT TO EXCEED AMOUNT

6. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.


7. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

8. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

Donor:

Title Security Agency of Arizona, an Arizona corporation, as Trustee, under Trust No. 2024, *only and not other wise*

BY: 
Diane L. Sloane (printed name)

ITS: Trustee _____

Date: 9/9/15

Regional Flood Control District, a taxing authority of the State of Arizona

Chair, Board of Directors of the Pima County Flood
Control District

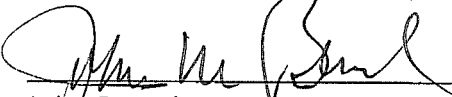
Date

ATTEST:

Robin Brigode, Clerk of Board of Directors of the Pima
County Flood Control District

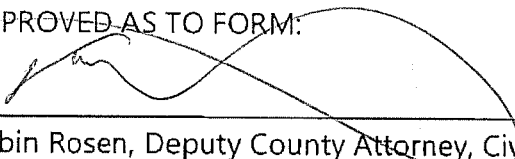
Date

APPROVED AS TO CONTENT:


John Bernal, Deputy County Administrator for
Public Works


Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:


Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: 305-41-0960; 0970; 0980; 0990 & 1060

Exhibit A

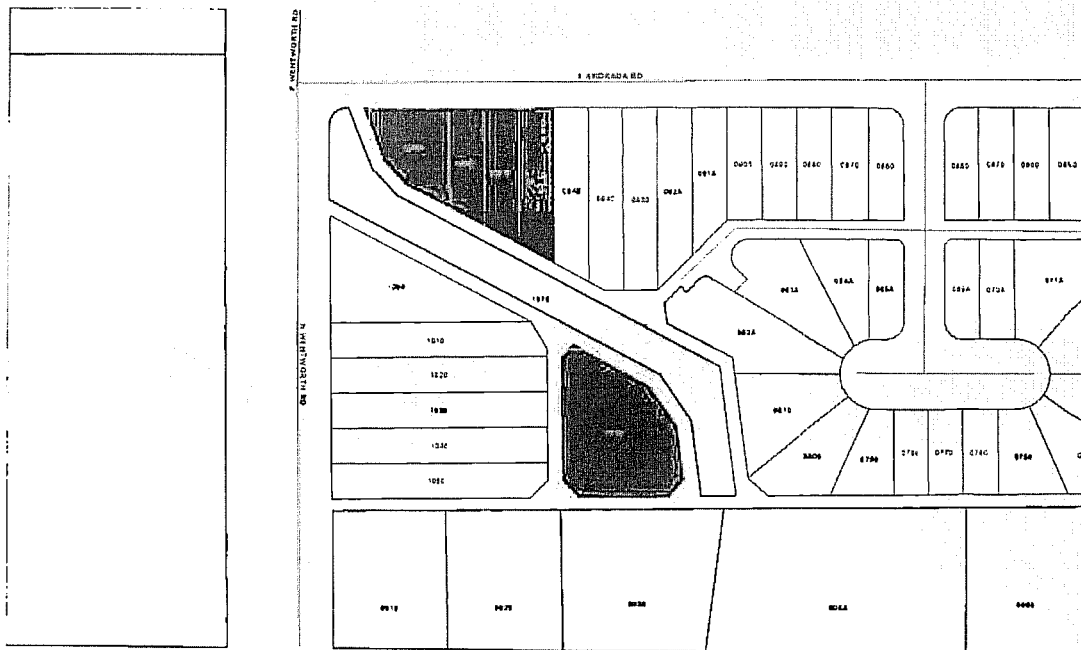
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA,
AND IS DESCRIBED AS FOLLOWS:

Lots 34, 35, 36, 37 and 44 of The Resubdivision of Block 1 of NEW TUCSON UNIT NO. 21, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 17 of Maps and Plats at Page 89 thereof.


Exhibit "A-1"


Title Security Agency of Arizona, an Arizona corporation, as
Trustee, under Trust No. 2024

SECTION 4
TOWNSHIP 17 SOUTH
RANGE 16 EAST



Parcels: 305-41-0960;0970;0980;0990 & 1060

	Pima County Public Works Administration Real Property Services	
	DRAWING NOT TO SCALE	DATE: June 4, 2015

	First American Title™	Commitment for Title Insurance
Schedule BII		ISSUED BY First American Title Insurance Company

File No.: 600-35836-RDH

Exhibit B

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. RESERVATIONS contained in the Patent from the United States of America, recorded in Book 77 of Deeds, page 11 reading as follows:
SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America.

2. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
 - a. All matters set forth in dedication as shown on said plat including easements referred to therein.
 - b. Memorandum by Pima County naming Alley as Cold Snap Pl. recorded April 7, 2008 in Docket 13279, page 750.

3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2014

4. ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.

5. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket 2336
Page 41
and as shown on the recorded plat of said subdivision.

6. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 2011-0280222
Purpose underground electric distribution facilities
(Lots 34 through 37, inclusive)

SPECIAL WARRANTY DEED