



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

Requested Board Meeting Date: April 18, 2017

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Cotlow Development LLC, an Arizona limited Liability Company- Sale 0035

**Project Title/Description:**

Sale of property consisting of a portion of tax parcel 111-04-008C

**Purpose:**

The Board approved the sale of the Property on November 22, 2016. The property is vacant land located on the Northwest corner of Alvernon Way and Hardy Drive, and contains 17,774 square feet. The property was originally acquired by the Pima County Department of Transportation for the Alvernon Way - Ft. Lowell to River Rd. improvement project. The property is now surplus and is being sold pursuant to A.R.S. 11-251(9).

The Cotlow Development LLC, an Arizona limited Liability Company, was the high bidder at the public auction held March 23, 2017. The appraised value of the property is \$34,000.00. The purchase price is \$36,000.00 which includes a \$2,000.00 administration fee.

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**Program Goals/Predicted Outcomes:**

Pima County will receive revenue and will no longer have liability and maintenance responsibility for the property.

**Public Benefit:**

Receipt of the purchase price for surplus vacant property in the amount of \$36,000.00

**Metrics Available to Measure Performance:**

Sale value equal to appraised value

**Retroactive:**

No

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*To: COB - 4.13.17 (2)  
Ver. - 1  
Pgs. - 6  
Addendum*

**Original Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17\*0189

Effective Date: 04/18/2017 Termination Date: 07/18/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \$36,000.00

Funding Source(s): General Fund - DOT 2000-1489

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

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: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date: [Signature] 4-5-2017

Deputy County Administrator Signature/Date: [Signature] 4/11/17

County Administrator Signature/Date: [Signature] 4/11/17  
*(Required for Board Agenda/Addendum Items)*

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>  <b>PROJECT: Sale of Surplus Real Property</b>  <b>SELLER: Pima County, a political subdivision</b>  <b>AMOUNT: \$ 36,000.00</b>  <b>REVENUE CONTRACT</b>	
	<b>CONTRACT</b>
	<b>NO. <u>CTN-PW-17-189</u></b> <b>AMENDMENT NO. _____</b> This number must appear on all invoices, correspondence and documents pertaining to this contract.

**SALES AGREEMENT**

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and Cotlow Development LLC, an Arizona Limited Liability Company, (the "Buyer").

1. **PROPERTY AND ACQUISITION AMOUNT.** County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). 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 \$34,000.00, plus an administrative fee of two thousand (\$2,000.00), for a total purchase price of \$36,000.00 (the "Acquisition Amount"), payable as follows:

1.1 \$ 3,500.00, in cashier's check made out to the Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow on the day this Agreement is executed by the County (the "Opening Date"). 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, all earnest money deposits in escrow shall be credited against the Acquisition Amount, and any interest earned on the earnest money deposits shall be paid to Buyer. If the escrow fails to close because of a default by County, then 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 The remainder of the Acquisition Amount will be paid to the County in cash at closing.

2. **WARRANTY DEED.** The County shall deposit into escrow a warranty deed conveying to Buyer 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.

3. **"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. County shall not be responsible for any damage to the property prior to close of escrow.
4. **ESCROW AGENT.** Fidelity National Title, located at 1745 E. River Rd., Suite 145, is hereby appointed as the "Escrow Agent" for this transaction. Paula Brown is the escrow agent assigned to this transaction.
5. **POSSESSION AND CLOSING.** Possession of the Property shall be given to the Buyer on the date of closing. Closing shall be on before the date that is thirty (30) days after the date this Agreement is approved by the Board of Supervisors, unless extended by agreement of the parties.
6. **No Leases.** County warrants that there are no written leases on all or any portion of the property.
7. **BROKER'S COMMISSION.** No broker will be paid.
8. **Disclosure:** Dean Cotlow is a licensed Real Estate Broker and is president/ designated for Cotlow Company.
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 shall be used for proration of property taxes and similar costs.
10. **No Sale.** County shall not sell or encumber the Property before closing.
11. **Conflict of Interest.** This Agreement is subject to A.R.S. 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.
12. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties and no modification or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Buyer:

*Dev Plotters*

Cotlow Development LLC

Title

*Muzny member*

Date:

3-23-2017

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

By

*Priscilla S. Cornelio*

Priscilla S. Cornelio, P.E., Director  
Pima County Department of Transportation

By

*Rita Leon*

Rita Leon, Acquisition Agent

By

*Neil Konigsberg*

Neil Konigsberg  
Manager, Real Property Services

Approved as to form:

*Tobin Rosen*

3/31/17

Tobin Rosen, Deputy County Attorney

By

*Carmine DeBonis Jr.* 4/11/17

Carmine DeBonis Jr., Deputy County Administrator - Public Works

Approved by Pima County.

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

Attest:

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

Tax Code: 111-04-008C

Masters/Acquisitions/Sales Agreement – Rev. 8/10



Pima County  
Survey

27 February 2006

## Exhibit A

### LEGAL DESCRIPTION A PORTION OF PARCEL 6 OF DOCKET 8938 AT PAGE 1060

A portion of that parcel known as Parcel 6 as described in Docket 8938 at Page 1060, records of Pima County, Arizona.

COMMENCING at the center of Block 1 of Lohrum Subdivision as shown in Book 3 of Maps and Plats at Page 54, said point also being on the north line of that parcel described in Docket 8515 at Page 11, records of Pima County, Arizona;

THENCE North  $89^{\circ} 11' 14''$  East along the north line of said parcel described in Docket 8515 at Page 11, a distance of 47.50 feet to the northeast corner of said parcel, said point being the POINT OF BEGINNING;

THENCE South  $01^{\circ} 22' 36''$  East along the east line of said parcel, 163.08 feet to a point of curve concave to the northwest;

THENCE southwesterly along said curve, having a radius of 25.00 feet, through a central angle of  $60^{\circ} 03' 46''$ , and an arc distance of 26.21 feet to a point of cusp of curve concave to the south to which a radial bearing bears North  $47^{\circ} 10' 57''$  East;

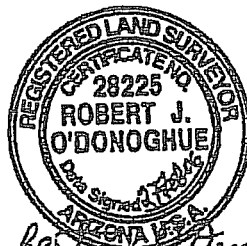
THENCE southeasterly along said curve, having a radius of 50.00 feet, through a central angle of  $05^{\circ} 08' 36''$ , and an arc distance of 4.49 feet to a point of non-tangency, said point also being on the south line of said Parcel 6;

THENCE North  $89^{\circ} 11' 14''$  East along the south line of said Parcel 6, a distance of 38.67 feet;

THENCE North  $00^{\circ} 26' 23''$  West, 188.33 feet to a point on the north line of said Parcel 6;

THENCE South  $89^{\circ} 11' 14''$  West along the north line of said Parcel 6, a distance of 32.04 feet to the POINT OF BEGINNING.

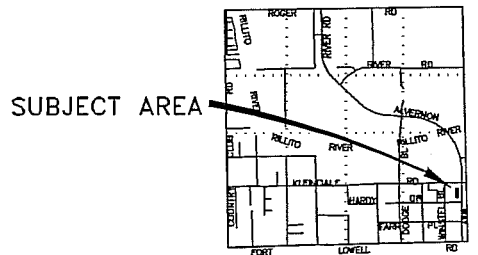
The basis of bearing for the above parcel is the north line of that parcel described in said Docket 8515 at Page 11, said bearing being North  $89^{\circ} 11' 14''$  East.



*Robert J. O'Donoghue*

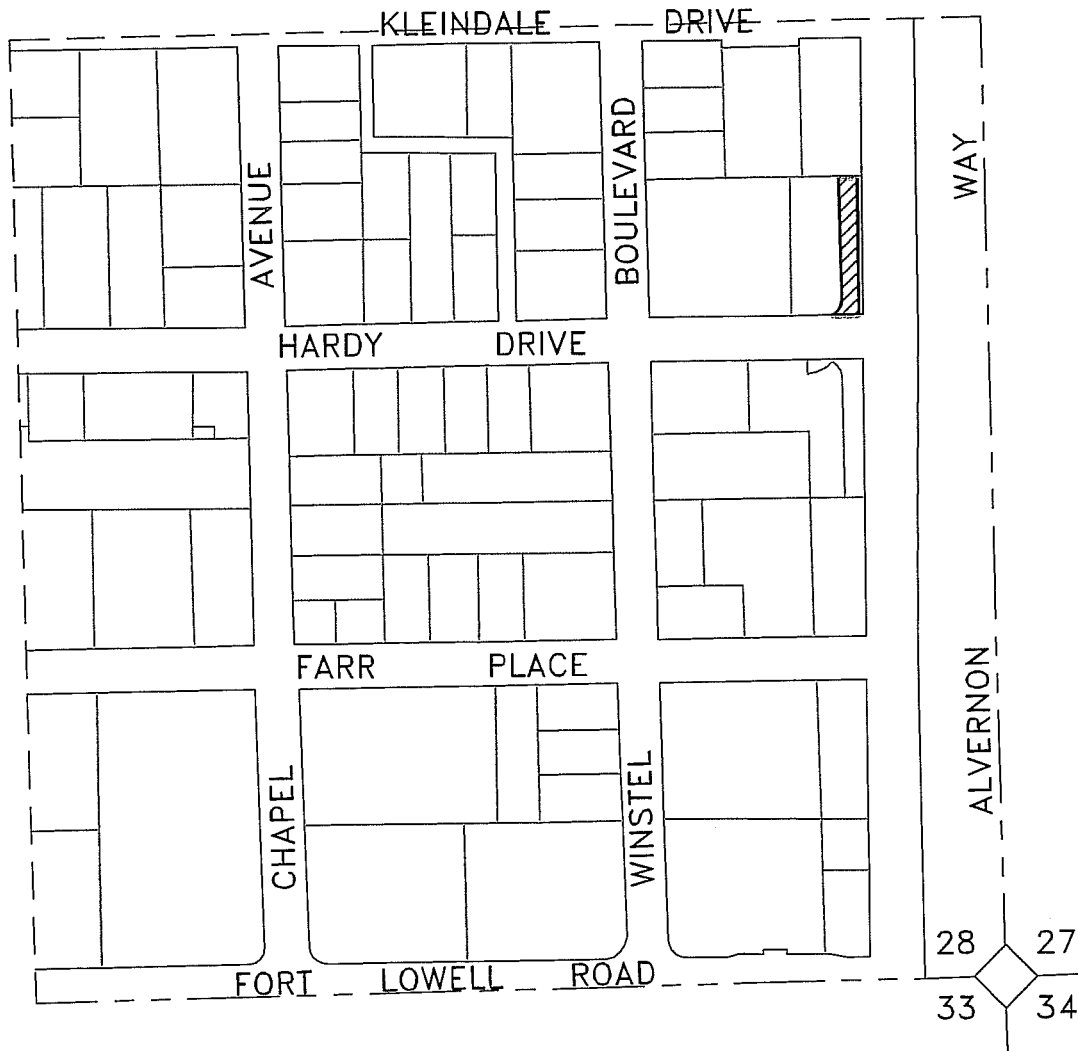
UNRECORDED

SECTION 28  
 TOWNSHIP 13 SOUTH  
 RANGE 14 EAST



SECTION 28  
 G&SRM  
 PIMA COUNTY, ARIZONA

EXHIBIT 'A'



SURPLUS PROPERTY



PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
 ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: 09/19/2016