



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

Requested Board Meeting Date: December 13, 2016

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Alexander Lee Duquette and Setareh Duquette

**Project Title/Description:**

First Avenue and Ina Road/Agreement to Donate Real Property (Acq-0356)

**Purpose:**

Pima County will acquire, by donation, a portion of tax parcel 220-17-0120, located at 7284 North Christie Drive, on the northeast corner of Ina Road and Christie Road, in Township 12 South, Range 14 East, Section 31, G&SRM, Pima County, Arizona.

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

**Program Goals/Predicted Outcomes:**

Pima County will acquire excess property that could be used for a future road improvement project.

**Public Benefit:**

Pima County will acquire property at no cost for future public road improvements.

**Metrics Available to Measure Performance:**

The donated property consists of approximately .402 acres and has been valued at \$10,000. Pima County will pay closing costs not to exceed \$3,300.

**Retroactive:**

N/A

**Original Information**

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 17\*199

Effective Date: 12/13/2016 Termination Date: 12/12/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 3,300.00  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): Pima County Department of Transportation General Fund

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: CoB. 11-30-16 (1)  
Ver. - 1 pgs. - 12*

Procure Dept 11/29/16 09:33

Contact: Dana Hausman

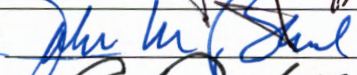
Department: Public Works - Real Property

Telephone: 724-6713

Department Director Signature/Date:

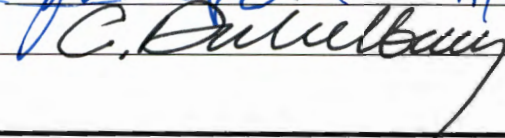
 11-16-16

Deputy County Administrator Signature/Date:

 11/22/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 11/23/16

<b>CONTRACT</b>
NO. <u>CT-PW-17-199</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: Alexander Lee Duquette and Setareh Duquette**

**AMOUNT: \$3,300 for closing costs**

**FUNDING:**

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**AGREEMENT TO DONATE REAL PROPERTY**

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between **Alexander Lee Duquette and Setareh Duquette**, as husband and wife, (collectively "**Donor**") and **Pima County**, a political 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 Pima County Board of Supervisors

2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona, consisting of approximately 0.402 acres 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 agrees 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>      3,300.00</u>	Estimated County Closing Costs
\$ <u>      3,300.00</u>	<b>TOTAL NOT TO EXCEED AMOUNT</b>

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:**

  
Alexander Lee Duquette

10/30/10  
Date

  
Setareh Duquette

10,30,2016  
Date

*[Rest of page intentionally left blank]*



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

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:


\_\_\_\_\_  
Robin Brigode, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:

 11/15/16  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: Portion of 220-17-0120

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of Lot 1 of Ina Christie Minor Subdivision Lots 1 thru 6, a subdivision plat recorded in Sequence No. 20133190080, recorded in the office of the Pima County Recorder, Arizona, being located in the Southwest Quarter of the Southwest Quarter of Section 31, Township 12 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**COMMENCING** at the southwest corner of said Section 31, to which the south quarter corner bears South  $89^{\circ}45'31''$  East a distance of 2621.02 feet;

**THENCE** along the south line of said Section 31, South  $89^{\circ}45'31''$  East a distance of 99.70 feet;

**THENCE** North  $00^{\circ}14'29''$  East a distance of 38.53 feet to the south west corner of said Lot 1 and the **POINT OF BEGINNING**;

**THENCE** along the west line of said Lot 1 North  $00^{\circ}01'05''$  East a distance of 300.00 feet;

**THENCE** South  $89^{\circ}58'55''$  East a distance of 14.56 feet to a point on the west line of that parcel described as "Exhibit A, Property to be Acquired", recorded in Docket 9240 at Page 343, being the beginning of a non-tangent curve concave to the northeast, having a radius of 553.36 feet and a central angle of  $07^{\circ}19'35''$  and to which a radial line bears South  $76^{\circ}51'48''$  West;

**THENCE** along the west line of said parcel and the arc of said curve to the left a distance of 70.76 feet to the beginning of a reverse curve concave to the southwest having a radius of 553.36 feet and a central angle of  $20^{\circ}29'12''$

**THENCE** continuing along said west line and the arc of said curve to the right a distance of 197.86 feet to a point of tangency;

**THENCE** continuing along said west line South  $00^{\circ}01'25''$  West a distance of 37.90 feet to the south line of said Lot 1;

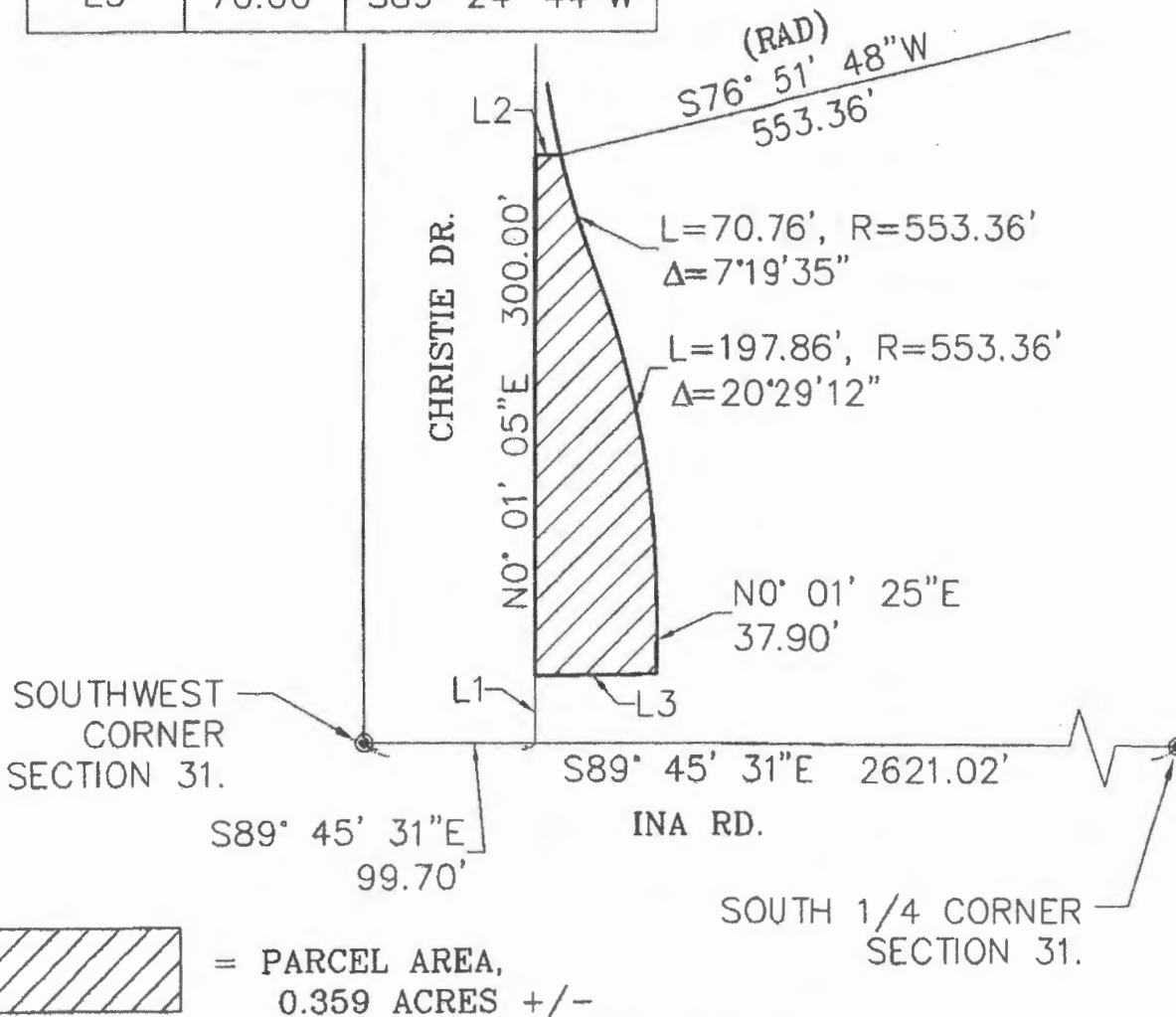
**THENCE** along said south line South 89°24'44" West a distance of 70.00 feet to the southwest corner of said Lot 1 and the **POINT OF BEGINNING**.



Expires 31 March 2018

**EXHIBIT "A-1"**  
**DEPICTION OF EXHIBIT "A"**

Line Table		
Line #	Length	Direction
L1	38.53'	N0° 14' 29"E
L2	14.56'	S89° 58' 55"E
L3	70.00'	S89° 24' 44"W



**PIMA COUNTY SURVEY**

A PORTION OF LOT 1, INA CHRISTIE MINOR SUBDIVISION,  
 LOCATED IN SECTION 31, TOWNSHIP 12 SOUTH, RANGE 14 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 31 October 2016

Drawn By: AJI

Sheet 3 of 3

*Seta Duquette*  
 7-NOV-2016



**EXHIBIT B**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B**

File No.: 05504-22187- Amendment No. 1

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the second half 2016.
2. 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.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision in Sequence No. 2013-3190080.
6. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 1015, page 75.
7. Easement for roadway and rights incident thereto, as set forth in instrument recorded in Docket 2697, page 223.
8. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 2710, page 120 and Docket 3213, page 161.
9. Matters as disclosed in survey recorded in Sequence No. 2012-3250090.
10. Easement for electric transmission and distribution lines and communication facilities, and rights incident thereto, as set forth in instrument recorded in Sequence No. 2014-0770095.
11. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, 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 Sequence No. 2014-0660116.
12. Liabilities and obligations imposed upon said land by reason of its inclusion within Central Arizona Water Conservation District.
13. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

**EXHIBIT C**

**SPECIAL WARRANTY DEED**

For valuable consideration, I or we, \_\_\_\_\_  
("Grantor"), do hereby convey to Pima County, a political subdivision of the State of Arizona, the  
following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT " "** FOR LEGAL DESCRIPTION AND ATTACHED **EXHIBIT " "**  
**"** FOR DEPICTION

SUBJECT TO all matters of record.

And the Grantor hereby binds itself and its successors to warrant the title against all acts of  
the Grantor herein and no other, subject only to matters above set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF PIMA            )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent:	File #:	Activity #:	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>