



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

Award Contract Grant

Requested Board Meeting Date: June 23, 2020

* = *Mandatory, information must be provided*

or Procurement Director Award

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

James Wilson Voss

***Project Title/Description:**

Agreement to Donate Real Property, File No. Acq-0994

***Purpose:**

Pima County Regional Flood Control District (the "District") will acquire, by donation, tax parcels 209-02-0290 & 209-02-0460, consisting of 24,088 square feet. The properties are located in Grant Industrial subdivision North of Ryan Airfield.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

The District will acquire floodprone land.

***Public Benefit:**

Floodprone land will be removed from future development.

***Metrics Available to Measure Performance:**

The District will acquire 24,088 square feet of fee property, that has an estimated value of \$5,000, for a not to exceed amount of \$3,000.00, which includes closing costs.

***Retroactive:**

No

Location Map Attached

*To: COD - 6-4-20
Ver. - 1
pjs - 11 (11)*

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 20*0368

Effective Date: 6/23/2020 Termination Date: 6/22/2021 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 3,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Flood Control Non-Bond Projects

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

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

*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): _____

Effective 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: Gena Cox-Dorman

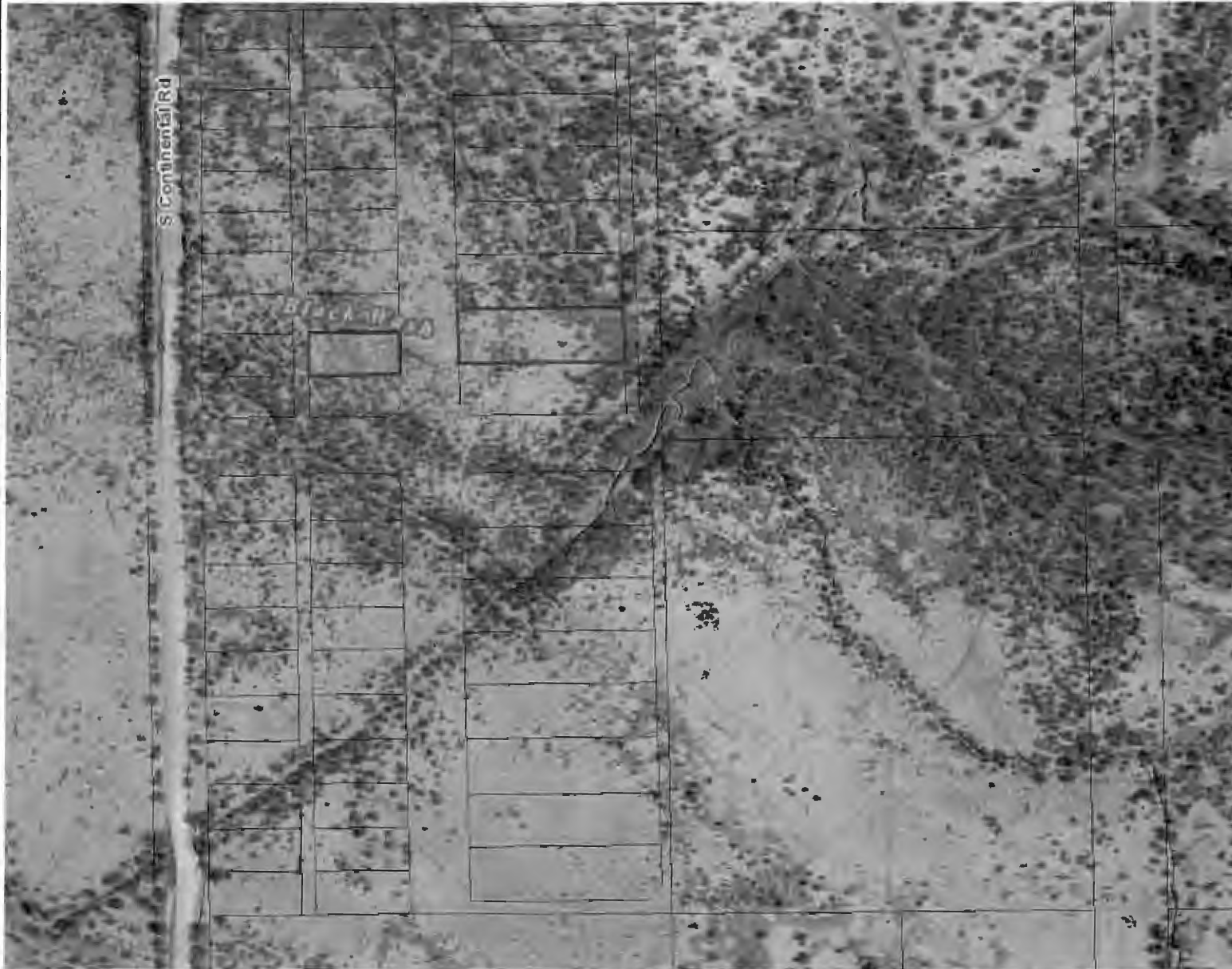
Department: Public Works - Real Property Services Telephone: 724-6307

Department Director Signature/Date: [Signature] 6/2/2020

Deputy County Administrator Signature/Date: [Signature] 6/2/2020

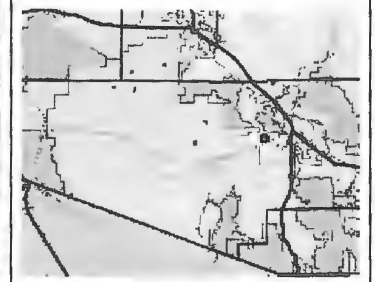
County Administrator Signature/Date: [Signature] 6/2/2020
(Required for Board Agenda/Addendum Items)

Location Map



Legend

Parcels



Parcel 209-02-0460 and 209-02-0290

400.0 0 200.00



Feet



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

5/13/2020



AGREEMENT TO DONATE REAL PROPERTY

(Contract number: CT-PW-20*0368)

1. **Defined Terms.** The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("**Agreement**"):

1.1. Donor: James Wilson Voss, a married man

1.2. Donee: Pima County Regional Flood Control District, a political taxing authority of the State of Arizona

1.3. Donee's Maximum Closing Costs: not to exceed Three Thousand Dollars (\$3,000.00)

1.4. Title Company: Fidelity National Title Agency, Inc. 1745 E. River Road #145, Tucson, AZ 85718, Escrow Officer: Maria Oros Phone: (520) 837-0180 Email: maria.oros@fnf.com

1.1. Effective Date: the date Donor and Donee have approved and accepted this Agreement by affixing their signatures. The date Donee executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.

1.2. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.3. Removed Exceptions: items #1 on **Exhibit B**

1.4. Donor's Address: 7064 N CAMINO SIN VACAS, TUCSON AZ 85718

1.1. Donee's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: neil.konigsberg@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Donor and Donee, and shall be effective on the Effective Date. Donor and Donee are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Background & Purpose.**

3.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately .553 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**");

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

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

4. **Donation.**

4.1. 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.

4.2. 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.

4.3. Having been fully informed of the right to have the property appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agree that the decision to donate the Property was voluntary and 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.

5. **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.

6. **Closing.**

6.1. 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.

6.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

6.3. Larger Parcel. If Donor's entire owned parcel (the "Larger Parcel") is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Donor's entire parcel that is attributable to the Property. Donor will pay in full the property tax and any unpaid assessments on the Larger Parcel for the calendar year in which the Closing occurs, before becoming delinquent. Donor will Donee harmless from any damages resulting from Donor's failure to pay all such amounts due.

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

6.4.1. 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;

6.4.2. 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

6.4.3. possession of the Property.

6.5. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs will not exceed Donee's Maximum Closing Costs.

7. **Binding Agreement.** All provisions set forth herein are binding upon the heirs,

successors and assigns of the Parties.

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

9. **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:



NAME



Date

Donee: COUNTY: Pima County Regional Flood Control District, a political taxing authority of the State of Arizona

Chairman, Board of Supervisors


Date

ATTEST:

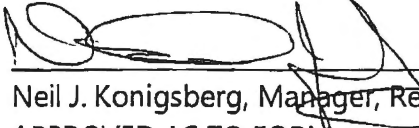
Julie Castaneda, Clerk of Board

Date


APPROVED AS TO CONTENT:

 *a/2/2020*

Carmine DeBonis, Deputy County Administrator for
Public Works



Neil J. Konigsberg, Manager, Real Property Services
APPROVED AS TO FORM



Kell Olson, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER: 994 209-02-0290 & 209-02-0460

Legal Description

Exhibit A

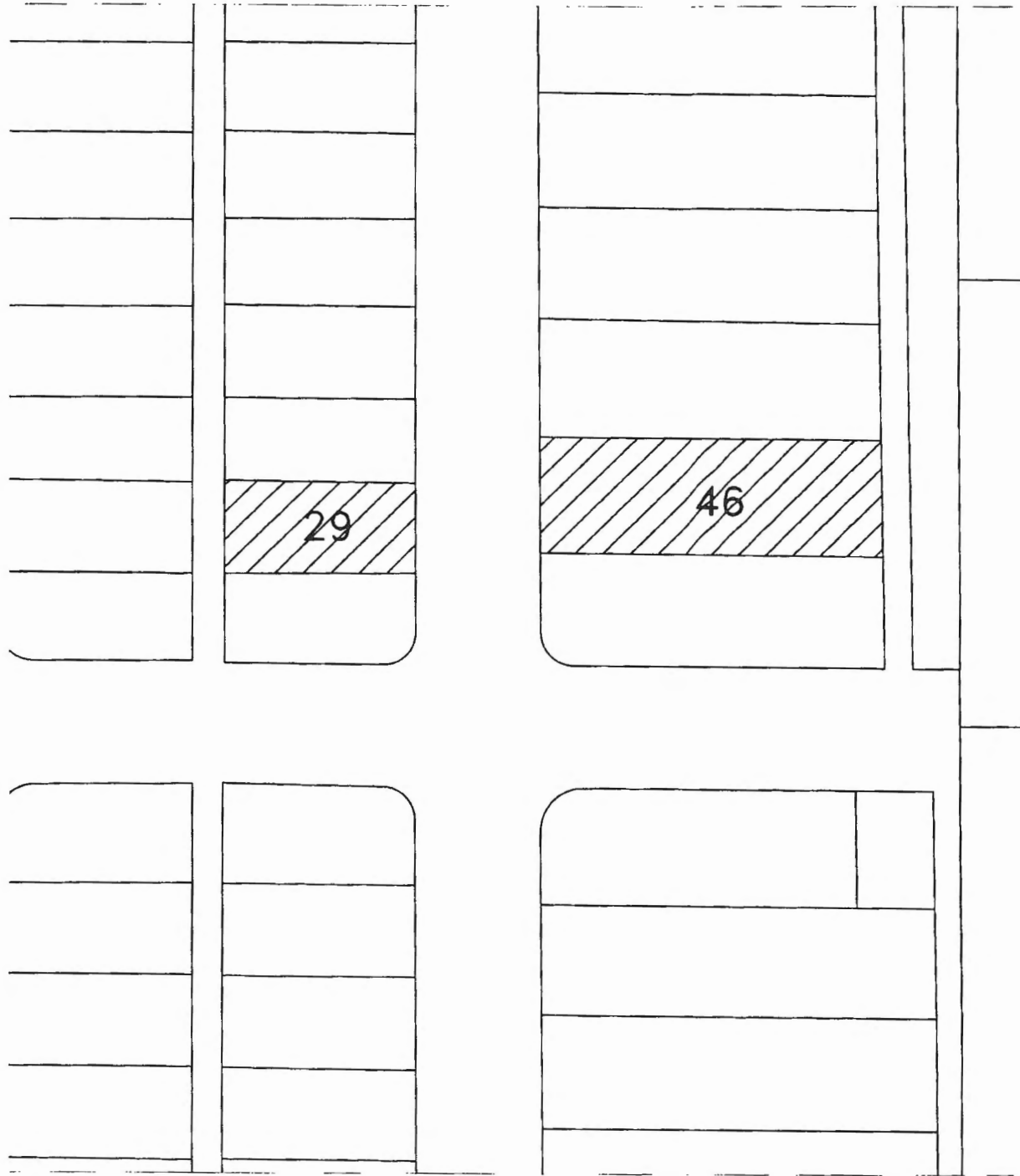
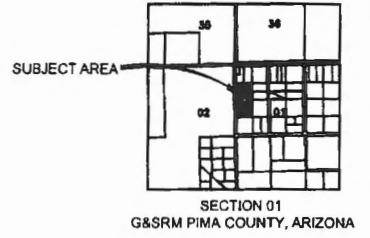
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA,
AND IS DESCRIBED AS FOLLOWS:


Lots 29 and 46, GRANT INDUSTRIAL SITES, according to Book 15 of Maps and Plats, Page 46, records of
Pima County, Arizona;

EXCEPT of coal and other minerals as reserved in the Patent to said land.

EXHIBIT A-1

SECTION 01
TOWNSHIP 15 SOUTH
RANGE 11 EAST



 209020290 & 209020460



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: MAY 2020

EXHIBIT "B"
Exceptions

Order No. 70012326-070-MRO-PK3

A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the PublicRecords or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

NOTE: Upon satisfaction of all requirements here, the above exception will not be reflected on any proposed title policy identified in Schedule A.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2020.

2. The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

3. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 15 of Maps, Page 46.

EXHIBIT "C"

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, _____, the "Grantor" herein, does hereby convey to Pima County Regional Flood Control District, a political taxing authority of the State of Arizona, the "Grantee" herein, the following real property (the "Property"), situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in Exhibit A attached hereto.

Subject to all matters of record.

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

Grantor _____
Date

STATE OF ARIZONA)
COUNTY OF PIMA

This instrument was acknowledged before me this _____ day of _____, 20____, by

Notary Public

My Commission Expires:

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

