



Contract Number: CTN. PW. 15X058
Effective Date: 11-18-14
Term Date: 11-17-2015
Cost: 326,000. -
Revenue: 326,000. -
Total: 326,000. - NTE: _____
Renewal By: 8-1-2015
Term: 11-17-2015
Reviewed by: PF

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 11/18/14-Addendum

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

- 1) Sales Agreement to: William Matthews and Janett Matthews, Trustees of the William Matthews Family Trust
- 2) Warranty Deed to: William Matthews and Janett Matthews, Trustees of the William Matthews Family Trust

This is a sale of 7 surplus properties on La Cholla Blvd., between Ruthruff Road and Curtis Road, located at 4900, 4901, 4931, 4941, 4961, 4981, and 4911 N. La Cholla Blvd., by Sales Agreement and Warranty Deed to the William Matthews Family Trust, in accordance with A.R.S. 11-251.9.

The surplus property consists of 7 separate lots, 6 of the lots have single family residences and 1 lot is vacant. These lots were acquired with RTA/PAG funds for the La Cholla Blvd.: River Rd to Ruthruff Rd. Improvement Project (4LCITR). RTA/PAG policies require that capital assets not used in the RTA/PAG project be disposed of by the lead agency and funds returned to the RTA/PAG for reallocation to other projects.

The surplus property was auctioned at the market rate as 1 purchase. The William Matthews Family Trust was the high bidder at the public auction held on September 11, 2014. The sales price was \$326,000.00 on terms that includes a \$2,000.00 administration processing fee. The sale terms call for a payment of \$32,600.00 earnest money deposit, with balance due at closing.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S): It is recommended that the Board of Supervisors approve, and authorize the Chair to execute the Sales Agreement for the sale of surplus property, and Warranty Deed conveying the property to the William Matthews Family Trust.

CORPORATE HEADQUARTERS: _____

Page 1 of 2

Ver. 1

Vendor - 1

PFS. 22

To: OHH - 11-13-14
CoB - 11-13-14
Agenda - 11-18-14
Addendum (2)

NOV 13 2014 PM0125 PC CLK/FPB

Procure Dept 11/13/14 PM1053

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$326,000.00

FUNDING SOURCE(S): 4LCITR
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/> X	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input checked="" type="checkbox"/> x	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input type="checkbox"/>
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IMPACT:

IF APPROVED: Pima County will no longer have liability and maintenance responsibility for the surplus property, and will be in compliance with RTA/PAG policies.

IF DENIED: Pima County will not be in compliance with RTA/PAG policies and will continue to bear annual costs of administration and maintenance of the surplus property.

DEPARTMENT NAME:

CONTACT PERSON: Rita Leon  **TELEPHONE NO.:** 724-6462

**PIMA COUNTY DEPARTMENT OF:
REAL PROPERTY SERVICES**

PROJECT: Sale of Surplus

**SELLER: Pima County,
a political subdivision**

AMOUNT: \$ 326,000.00

CONTRACT

NO.CTN.PW-15000000000000000000 58

AMENDMENT NO. _____

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, ("Seller"), and William Matthews and Janett Matthews, Trustees of the William Matthews Family Trust, ("Buyer").

1. PROPERTY AND ACQUISITION AMOUNT. Seller owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, subject to the terms and conditions set forth herein, fee title to the Property, for the sum of Three hundred twenty four thousand dollars \$324,000.00, plus an administrative fee of Two Thousand dollars (\$2000.00), for a total purchase price of Three hundred twenty six thousand dollars \$326,000.00 (the "Acquisition Amount"), payable as follows:

1.1 \$ 32,600.00, in cashier's check made payable to the Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow on the day this Agreement is executed by Seller (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 financial 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 Seller, 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 Seller.

1.2 Buyer will pay the remainder of the Acquisition Amount to Seller in cash through the Escrow Agent at closing.

2. **WARRANTY DEED.** Seller will 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 and the improvements thereon in an "as-is" condition, with no warranty from Seller of any kind whatsoever, express or implied, as to the condition thereof. Seller shall not be responsible for any damage to the improvements prior to close of escrow.

4. **DISCLOSURES AND REQUIREMENTS.**

4.1 All properties are sold AS-IS and there are no Seller's Property Disclosure Statements available.

4.2 Termites are present at the Property.

5. **ESCROW AGENT.** Fidelity National Title, located at 6245 East Broadway, Suite 200, is hereby appointed as the "Escrow Agent" for this transaction. Judy L. Kaiser is the escrow agent assigned to this transaction.

6. **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.

7. **LEASES.** Buyer acknowledges that there are two oral month-to-month leases currently encumbering the Property (the "Leases"). Buyer agrees to purchase the property subject to the Leases, which are set out on the Schedule of Leases attached to this Agreement as Exhibit B. Seller has collected security deposits in the amount of Four Hundred Dollars (\$400.00) for 4931 N. La Cholla. Seller will transfer these security deposits to Buyer at close of escrow. Buyer will be solely responsible for the return of these security deposits to the respective lessees as of the date of termination of the Leases, if the lessees are otherwise entitled to a refund of all or any portion of the security deposits. Buyer indemnifies and holds Seller harmless from any claim, demand or cause of action relating to the security deposits or arising out of the Leases following close of escrow.

8. **BROKER'S COMMISSION.** Seller has not employed or used any broker or finder for this transaction and Seller owes no brokerage or finder's fees related to this transaction. Buyer has sole responsibility to pay all brokerage or finder's fees to any agent that Buyer may have used or employed.

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 Seller. 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. Seller shall not sell or encumber the Property (other than by the Leases referred to in Section 7) before closing.

11. Conflict of Interest. This Agreement is subject to A.R.S. 38-511 which provides for cancellation of contracts 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: William Mathews

William Mathews

As Trustees of The William Mathews Family Trust

Date: 10-20-14

Janett Mathews

Janett Mathews

Date: 10-20-14

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

By Rita Leon
Rita Leon, Acquisition Agent

By Neil Konigsberg
Neil Konigsberg Manager, Real Property Services

Approved as to form:



Tobin Rosen, Deputy County Attorney

By 

Deputy County Administrator - Public Works

Approved by Seller: Pima County Board of Supervisors

Chairman, Pima County Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Tax Code: _____

Exhibit "A"

4900 N. La Cholla

Lot 52 Cholla Manor a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 19 of Maps and Plats at page 41 thereof.

4901 N. La Cholla

Lot 26, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4911 N. La Cholla

Lot 27, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4931 N. La Cholla

Lot 29, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4941 N. La Cholla

Lot 30, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4961 N. La Cholla

The South 61.5 feet of Lot 31 in Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of the recorder in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4981 N. La Cholla

All that part of Lot 33 in Block 1 of LA CHOLLA, Pima County, Arizona, according to the plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 13 of Maps and Plats at page 74, described as follows:

Beginning at the Northeast corner of Lot 32 of said subdivision;

Thence North $0^{\circ}24'30''$ West, a distance of 20.50 feet to the TRUE POINT OF BEGINNING;

Thence North $0^{\circ}24'30''$ West, a distance of 61.50 feet (an error on the above captioned plat shows the total of this course and the previous one to be 102.00 feet, however, field location proves it to be 82.00 feet) to the Northeast corner of Lot 33;

Thence South $89^{\circ}30'00''$ West, a distance of 90 feet to a point;

Thence South $44^{\circ}30'00''$ West, a distance of 28.28 feet to a point;

Thence South $0^{\circ}24'30''$ East, a distance of 41.50 feet to a point;

Thence North $89^{\circ}30'00''$ East, a distance of 110.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A-1"

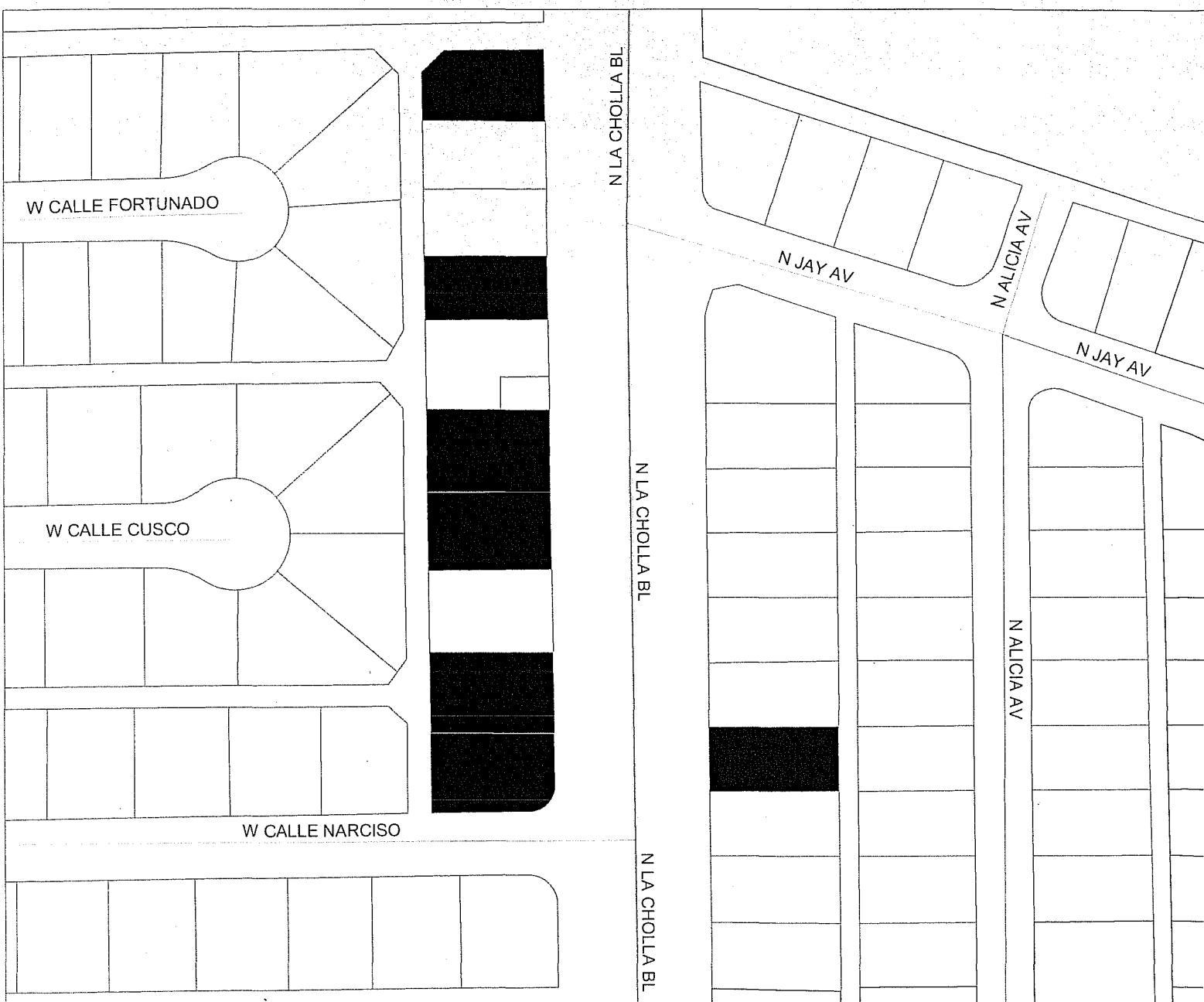


Exhibit "B"

CARETAKER AGREEMENT

CONTRACT

AMENDMENT NO.

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

This Agreement is made and entered into effective as of the 1st day of January, 2012, by and between Eric M. Edgar and Monica Edgar, hereinafter referred to as "Caretaker," and Pima County, a body politic, hereinafter referred to as "County."

RECITALS

- A. County owns and manages the real property described in EXHIBIT "A" and the residence and related improvements located thereon (the "Residence") (the real property and all improvements thereon, including the Residence, shall be referred to herein as the "Property").
 - B. County desires to have a caretaker reside on the Property in order to maintain and preserve it and prevent waste or damage.
 - C. Caretaker has agreed to occupy the Property and provide such maintenance and security services.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Residence. At all times throughout the term of this Agreement, Caretaker shall reside on the Property, in the Residence, and provide all the services set forth herein. No person other than Caretaker shall reside on the Property on a permanent or regular basis. Caretaker shall be permitted to have 0 pets on the Property, but no other animals shall be allowed. Caretaker may be required to submit to fingerprinting and a background check by County, and this Agreement may be terminated by County immediately if it determines, in its sole discretion, that the results of this background check are not satisfactory.
 2. Rent. Pay rent in the amount of \$650.00 per month, starting January 15, 2012. Rent shall be paid to Pima County Finance & Risk Management, Revenue Management Division, 33 N. Stone Ave., 6th Flr., Bank of America Bldg. DT-BAB6-402, Tucson, AZ 85701. Rent is due in full on or before the fifteenth (15th) day of each month, and shall be delinquent if the rent is not paid to County by 5:00 P.M., the close of business, on the fifteenth (15th) of each month. If rent remains delinquent on the twentieth (20th) of the month, a notice of delinquent rent due will be sent to the Premises and a \$25.00 late fee shall be due and payable with the rent payment. Failure to pay the delinquent rent plus the late fee by the twentieth (20th) of the month for which rent is due is cause for County to end this Caretaker Agreement. Nothing contained in this paragraph shall be construed as giving or vesting any right of occupancy while the rent is delinquent, or as a waiver of rent.

EXHIBIT "B" CONTINUED

3. Caretaker Duties. Caretaker shall perform the following duties with respect to the Property:
 - a. Caretaker shall care for, maintain, secure, and repair the Property, at Caretaker's sole cost and expense, provided that Caretaker shall not be responsible for structural repairs to the Property unless the need therefore is caused by Caretaker or any invitee or guest of Caretaker.
 - b. Caretaker shall water vegetation, trim and remove overgrowth and weeds, remove trash and rubbish at Caretaker's expense, and maintain the Property and environs in a reasonably neat and clean condition.
 - c. Caretaker shall regularly inspect the property and shall report any problems to the County.
 - c. Caretaker shall refer and report hazards on the Property to the Real Property Division of the County (740-6313). In the event that Caretaker discovers a hazard on the Property, Caretaker shall take any and all reasonable actions to insure the safety and security of the Property, to the extent this can be done without endangering Caretaker; for example, sweep up and dispose of glass, block or provide visible markers or barricade hazards such as holes or erosion.
 - d. Only authorized vehicles and personnel are to be permitted access to the Property. In the event of any unauthorized entry upon the Property, Caretaker will use discretion to either (i) inquire as to the purpose or reason of the entry or trespass and advise the trespasser of the restricted nature of the Property; and/or (ii) call the Sheriff's Office at 740-2810. Caretaker shall not place himself/herself, or any other person, at risk of physical harm. Caretaker shall, as soon as reasonably possible, inform the County of the unauthorized entry.
4. Term. This Agreement shall be for a term 12 months beginning on the date first set forth above, unless earlier terminated. This Agreement may be terminated by the County at any time with thirty (30) days written notice to Caretaker. Any holding over after expiration hereof, with the consent of County, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.
5. Utilities. Caretaker is responsible for all utility costs (including water, electricity, sewer, gas and telephone), which are associated with occupancy of the Property.
6. Use of Premises; Compliance with Laws. Caretaker shall use the Premises only for residential purposes and shall comply with all applicable laws, statutes, rules, regulations and other legal authority with respect to the use of the Premises, and shall not use the Premises for any illegal purpose, nor conduct any illegal activities thereon. Caretaker shall not permit a nuisance on the Premises or permit any activity that interferes with the neighbors' quiet enjoyment of their properties. Caretaker shall not permit any unsafe conditions to exist upon the property.

7. Condition of Property. Caretaker is thoroughly familiar with the condition of the Property and accepts the Property, including the Residence and all fixtures therein, in "as is" condition without warranty of any sort or nature. Caretaker shall leave the Property, upon expiration or earlier termination of this Agreement, in as good condition as on the initial date of occupancy, except for (i) reasonable wear and tear and (ii) damage from causes that are beyond Caretaker's reasonable control and are outside the scope of Caretaker's responsibilities.
8. No Rental/Assignment. Caretaker shall not rent the Property or any portion thereof to any other person, nor shall Caretaker assign this Agreement without County's written consent. Any guests or invitees of Caretaker on the Property shall be subject to all of the terms and conditions of this Caretaker Agreement.
9. Entry by County. County reserves the right to enter the Property at any time in order to inspect it or for any other purpose, but County will give Caretaker 2 days advance notice in the event County intends to enter the Residence. Upon report of an emergency to County, County shall be given immediate entry and access to the Property, including the Residence, to resolve the cause of said emergency.
10. Compensation/Rent/Employment Status. No monetary remuneration will be paid under this Agreement. Caretaker shall not be deemed an employee of Pima County for any reason. Caretaker shall be responsible for payment of any federal, state or local taxes (if any) associated with the benefits received by Caretaker under this Agreement.
11. Risk/Insurance.
 - a. County assumes no liability for personal injury or property damage resulting from Caretaker or Caretaker's guests or invitees using the Property.
 - b. Caretaker's personal property is not insured by County, and any responsibility for loss, damage theft, etc., whether caused by fire, flood, vandalism or otherwise, is the Caretaker's. Caretaker is responsible for obtaining renter's insurance.
 - c. Caretaker hereby agrees to indemnify and hold harmless County, its officers, departments, agents and employees from and against all suits, actions, legal or administrative proceedings, claims, demands or damages rising out of this Agreement and/or the use or occupancy of the Property by Caretaker, or Caretaker's guests and invitees.
 - d. In the event that the Property is damaged by fire or other casualty to such an extent that it renders the Property uninhabitable or hazardous, this Agreement shall terminate and Caretaker shall immediately vacate the Property.
12. Termination. In the event that Caretaker fails to perform its duties hereunder, County may at any time thereafter terminate this Agreement with written notice to Caretaker;

except that, when the failure of performance is, in the County's reasonable discretion, the type of failure that can be cured, County shall give Caretaker notice of the problem and Caretaker shall have ten (10) days from the date of the notice to so cure the problem. If Caretaker does not timely complete the cure to the County's reasonable satisfaction, County may at any time thereafter terminate this Agreement. Upon termination, with or without a cure period, Caretaker shall immediately vacate the Property.

13. Conflict of Interest. This Agreement is subject to A.R.S. 38-511, which provides for cancellation of contracts by County or District for certain conflicts of interest.
14. Survival Clause. Indemnity and repair obligations, and any other provisions that, by their nature, are reasonably intended to survive termination or expiration of the term of this Agreement, shall so survive.
15. Default and Remedies.
 - A. Caretaker Default. The occurrence of any one or more of the following events shall constitute a breach and default of this Agreement by Caretaker, for which County may terminate this Lease:
 - i. *Failure to Pay Rent.* Caretaker fails to pay rent when due, and such failure continues for a period of ten (10) calendar days after County gives Caretaker notice of the failure.
 - ii. *Illegal Activities/Breach of Law.* Caretaker violates paragraph 7 above.
 - iii. *Other Covenants.* Caretaker fails to observe or perform any other of the covenants, conditions or provisions of this Agreement to be observed or performed by Caretaker, where such failure continues for a period of thirty (30) days after written notice thereof by County to Caretaker.
 - iv. *Repeated Failures.* Caretaker shall be in default hereunder if Caretaker is guilty of three or more failures, as described in paragraphs (i) through (iii) above, in a twelve month period, even if Caretaker cures the failures within the grace periods described above.
 - B. Owner Default. County shall be deemed in default hereunder if County fails to observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by County, where such failure continues for a period of thirty (30) days after written notice thereof by Caretaker to County.
 - C. Remedies. Either party may pursue any remedies provided by law and in equity for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

Caretaker's Agreement and Approval

Eric Edgar

Eric Edgar

Date: 12-22-11

Monica Edgar

Monica Edgar

County's Agreement and Approval

Priscilla S. Cornelio

Priscilla S. Cornelio, P.E.

Christina Biggs

Christina Biggs, Manager
Real Property Services

Rita Leon

Rita Leon
Senior Real Property Acquisition Agent

Approved as to form:

Neil J. Konigsberg

Neil J. Konigsberg
Deputy County Attorney

John Acting Director

Procurement Director

Date: 2/3/12

EXHIBIT "B" CONTINUED

Exhibit A

The South 61.5 feet of Lot 31 in Block 1 of LA CHOLLA, according to Book 13 of Maps page 74
records of Pima County, Arizona.

This Agreement is made and entered into effective as of the 1st day of June, 2012, by and between Jennifer Everett, an unmarried woman, hereinafter referred to as "Caretaker," and Pima County, a body politic, hereinafter referred to as "County."

RECITALS

- A. County owns and manages the real property described in EXHIBIT "A" and the residence and related improvements located thereon (the "Residence") (the real property and all improvements thereon, including the Residence, shall be referred to herein as the "Property").
 - B. County desires to have a caretaker reside on the Property in order to maintain and preserve it and prevent waste or damage.
 - C. Caretaker has agreed to occupy the Property and provide such maintenance and security services.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Residence. At all times throughout the term of this Agreement, Caretaker shall reside on the Property, in the Residence, and provide all the services set forth herein. No person other than Caretaker shall reside on the Property on a permanent or regular basis. Caretaker shall be permitted to have 0 pets on the Property, but no other animals shall be allowed. Caretaker may be required to submit to fingerprinting and a background check by County, and this Agreement may be terminated by County immediately if it determines, in its sole discretion, that the results of this background check are not satisfactory.
 2. Rent. Pay rent in the amount of \$700.00 per month, starting June 15, 2012. Rent shall be paid to Pima County, Real Property Services, 201 North Stone Avenue, 6th Floor, Tucson, AZ 85701. Rent is due in full on or before the fifteenth (15th) day of each month, and shall be delinquent if the rent is not paid to County by 5:00 P.M., the close of business, on the fifteenth (15th) of each month. If rent remains delinquent on the twentieth (20th) of the month, a notice of delinquent rent due will be sent to the Premises and a \$25.00 late fee shall be due and payable with the rent payment. Failure to pay the delinquent rent plus the late fee by the twenty-fifth (25th) of the month for which rent is due is cause for County to end this Caretaker Agreement. Nothing contained in this paragraph shall be construed as giving or vesting any right of occupancy while the rent is delinquent, or as a waiver of rent.

EXHIBIT "B" CONTINUED

3. Security Deposit. The Owner acknowledges receipt of \$ 400.00 as a deposit securing the full and faithful performance of each and every term and condition of this Rental Agreement, including but not limited to: payment of rent, repair for damages to the Premises caused by the Tenant, or to clean the premises at the end of this tenancy. Owner may use, apply, or retain the whole or any part of this security for payment of any or all of the above purposes. Any remaining portion shall be returned to the Tenant no later than two weeks after termination of the tenancy. Tenant shall not be entitled to interest on the security deposit.
4. Caretaker Duties. Caretaker shall perform the following duties with respect to the Property:
 - a. Caretaker shall care for, maintain, secure, and repair the Property, at Caretaker's sole cost and expense, provided that Caretaker shall not be responsible for structural repairs to the Property unless the need therefore is caused by Caretaker or any invitee or guest of Caretaker.
 - b. Caretaker shall water vegetation, trim and remove overgrowth and weeds, remove trash and rubbish at Caretaker's expense, and maintain the Property and environs in a reasonably neat and clean condition.
 - c. Caretaker shall regularly inspect the property and shall report any problems to the County.
 - c. Caretaker shall refer and report hazards on the Property to the Real Property Division of the County (740-6313). In the event that Caretaker discovers a hazard on the Property, Caretaker shall take any and all reasonable actions to insure the safety and security of the Property, to the extent this can be done without endangering Caretaker; for example, sweep up and dispose of glass, block or provide visible markers or barricade hazards such as holes or erosion.
 - d. Only authorized vehicles and personnel are to be permitted access to the Property. In the event of any unauthorized entry upon the Property, Caretaker will use discretion to either (i) inquire as to the purpose or reason of the entry or trespass and advise the trespasser of the restricted nature of the Property; and/or (ii) call the Sheriff's Office at 740-2810. Caretaker shall not place himself/herself, or any other person, at risk of physical harm. Caretaker shall, as soon as reasonably possible, inform the County of the unauthorized entry.
5. Term. This Agreement shall be for a term of 1 year, beginning on the date first set forth above, unless earlier terminated. This Agreement may be terminated by the County at any time with thirty (30) days written notice to Caretaker. Any holding over after expiration hereof, with the consent of County, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

EXHIBIT "B" CONTINUED

6. Utilities. Caretaker is responsible for all utility costs (including water, electricity, sewer, gas and telephone), which are associated with occupancy of the Property.
7. Use of Premises; Compliance with Laws. Caretaker shall use the Premises only for residential purposes and shall comply with all applicable laws, statutes, rules, regulations and other legal authority with respect to the use of the Premises, and shall not use the Premises for any illegal purpose, nor conduct any illegal activities thereon. Caretaker shall not permit a nuisance on the Premises or permit any activity that interferes with the neighbors' quiet enjoyment of their properties. Caretaker shall not permit any unsafe conditions to exist upon the property.
8. Condition of Property. Caretaker is thoroughly familiar with the condition of the Property and accepts the Property, including the Residence and all fixtures therein, in "as is" condition without warranty of any sort or nature. Caretaker shall leave the Property, upon expiration or earlier termination of this Agreement, in as good condition as on the initial date of occupancy, except for (i) reasonable wear and tear and (ii) damage from causes that are beyond Caretaker's reasonable control and are outside the scope of Caretaker's responsibilities.
9. No Rental/Assignment. Caretaker shall not rent the Property or any portion thereof to any other person, nor shall Caretaker assign this Agreement without County's written consent. Any guests or invitees of Caretaker on the Property shall be subject to all of the terms and conditions of this Caretaker Agreement.
10. Entry by County. County reserves the right to enter the Property at any time in order to inspect it or for any other purpose, but County will give Caretaker 2 days advance notice in the event County intends to enter the Residence. Upon report of an emergency to County, County shall be given immediate entry and access to the Property, including the Residence, to resolve the cause of said emergency.
11. Compensation/Rent/Employment Status. No monetary remuneration will be paid under this Agreement. Caretaker shall not be deemed an employee of Pima County for any reason. Caretaker shall be responsible for payment of any federal, state or local taxes (if any) associated with the benefits received by Caretaker under this Agreement.
12. Risk/Insurance.
 - a. County assumes no liability for personal injury or property damage resulting from Caretaker or Caretaker's guests or invitees using the Property.
 - b. Caretaker's personal property is not insured by County, and any responsibility for loss, damage theft, etc., whether caused by fire, flood, vandalism or otherwise, is the Caretaker's. Caretaker is responsible for obtaining renter's insurance.
 - c. Caretaker hereby agrees to indemnify and hold harmless County, its officers, departments, agents and employees from and against all suits, actions, legal or

administrative proceedings, claims, demands or damages rising out of this Agreement and/or the use or occupancy of the Property by Caretaker, or Caretaker's guests and invitees.

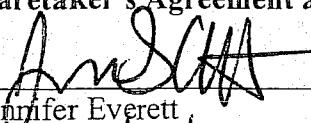
- d. In the event that the Property is damaged by fire or other casualty to such an extent that it renders the Property uninhabitable or hazardous, this Agreement shall terminate and Caretaker shall immediately vacate the Property.
- 13. Termination. In the event that Caretaker fails to perform its duties hereunder, County may at any time thereafter terminate this Agreement with written notice to Caretaker; except that, when the failure of performance is, in the County's reasonable discretion, the type of failure that can be cured, County shall give Caretaker notice of the problem and Caretaker shall have ten (10) days from the date of the notice to so cure the problem. If Caretaker does not timely complete the cure to the County's reasonable satisfaction, County may at any time thereafter terminate this Agreement. Upon termination, with or without a cure period, Caretaker shall immediately vacate the Property.
- 14. Conflict of Interest. This Agreement is subject to A.R.S. 38-511, which provides for cancellation of contracts by County or District for certain conflicts of interest.
- 15. Survival Clause. Indemnity and repair obligations, and any other provisions that, by their nature, are reasonably intended to survive termination or expiration of the term of this Agreement, shall so survive.
- 16. Default and Remedies.
 - A. Caretaker Default. The occurrence of any one or more of the following events shall constitute a breach and default of this Agreement by Caretaker, for which County may terminate this Lease:
 - i. *Failure to Pay Rent.* Caretaker fails to pay rent when due, and such failure continues for a period of ten (10) calendar days after County gives Caretaker notice of the failure.
 - ii. *Illegal Activities/Breach of Law.* Caretaker violates paragraph 7 above.
 - iii. *Other Covenants.* Caretaker fails to observe or perform any other of the covenants, conditions or provisions of this Agreement to be observed or performed by Caretaker, where such failure continues for a period of thirty (30) days after written notice thereof by County to Caretaker.
 - iv. *Repeated Failures.* Caretaker shall be in default hereunder if Caretaker is guilty of three or more failures, as described in paragraphs (i) through (iii) above, in a twelve month period, even if Caretaker cures the failures within the grace periods described above.
 - B. Owner Default. County shall be deemed in default hereunder if County fails to

EXHIBIT "B" CONTINUED

observe or perform any other of the covenants, conditions or provisions of this Lease to be observed or performed by County, where such failure continues for a period of thirty (30) days after written notice thereof by Caretaker to County.

- C. Remedies. Either party may pursue any remedies provided by law and in equity for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

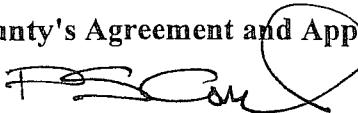
Caretaker's Agreement and Approval



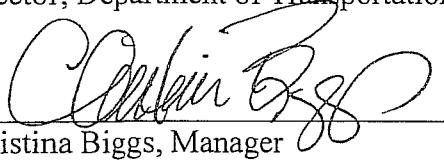
Jennifer Everett

Date: 5/5/12

County's Agreement and Approval



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



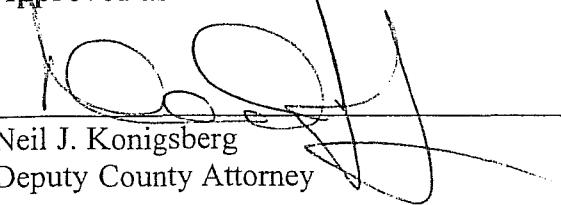
Christina Biggs, Manager
Real Property Services



Rita Leon,

Senior Real Property Acquisition Agent

Approved as to form:



Neil J. Konigsberg
Deputy County Attorney



T. J. Wiedergut
Procurement Director

Date: 6/6/12

EXHIBIT "B" CONTINUED

EXHIBIT "A"

Lot 29, Block 1 of La Cholla, Pima County, Arizona, in Book 13 of Maps and Plats
at Page 41.

WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona ("Grantors"), do hereby convey to William Matthews and Janett Matthews, as Trustees of the William Mathews Family Trust, dated June 24,1997, the following described property situate in Pima County, Arizona:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record.

And I or we do warrant the title against all persons whomsoever, subject only to matters above set forth.

Dated this _____ day of _____, 2014

ATTEST:

GRANTOR: PimaCounty, subdivision of the State of Arizona

Clark of the Board

By: _____
Chair, Pima County Board of Supervisors

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2014, by the
Chair, Pima County Board of Supervisors for Pima County, a political subdivision of the State of
Arizona.

My Commission Expires:

Notary Public

EXEMPTION: A.R.S. §11-1134.A.3.	Board of Supervisors:	Right of Way [] Parcel [X]]
Agent: RL	File #: 10086-152,157	Activity #:

The Beneficiaries of the William Matthews Family Trust are:

William Matthews and Janett Matthews
5000 E GOLDER RANCH DR
TUCSON AZ 85739-4265

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel [X]]
Agent: RL	File #: 10086-152,157	Activity #:	P [X] De [] Do [] E []

Exhibit "A"

4900 N. La Cholla

Lot 52 Cholla Manor a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 19 of Maps and Plats at page 41 thereof.

4901 N. La Cholla

Lot 26, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4911 N. La Cholla

Lot 27, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4931 N. La Cholla

Lot 29, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4941 N. La Cholla

Lot 30, Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of recorded in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4961 N. La Cholla

The South 61.5 feet of Lot 31 in Block 1 of La Cholla a subdivision of Pima County, Arizona, according to the map or plat thereof of the recorder in the office of the County Recorder in Pima County, Arizona, in Book 13 of Maps and Plats at page 41 thereof.

4981 N. La Cholla

All that part of Lot 33 in Block 1 of LA CHOLLA, Pima County, Arizona, according to the plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 13 of Maps and Plats at page 74, described as follows

Beginning at the Northeast corner of Lot 32 of said subdivision;

Thence North $0^{\circ}24'30''$ West, a distance of 20.50 feet to the TRUE POINT OF BEGINNING;

Thence North $0^{\circ}24'30''$ West, a distance of 61.50 feet (an error on the above captioned plat shows the total of this course and the previous one to be 102.00 feet, however, field location proves it to be 82.00 feet) to the Northeast corner of Lot 33;

Thence South $89^{\circ}30'00''$ West, a distance of 90 feet to a point;

Thence South $44^{\circ}30'00''$ West, a distance of 28.28 feet to a point;

Thence South $0^{\circ}24'30''$ East, a distance of 41.50 feet to a point;

Thence North $89^{\circ}30'00''$ East, a distance of 110.00 feet to the TRUE POINT OF BEGINNING.