



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

Award Contract Grant

Requested Board Meeting Date: July 3, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

CLL Properties, LLC, an Arizona limited liability company ("Buyer")

***Project Title/Description:**

Sale of Surplus Property: Tax Parcel 101-08-0290 (the "Property"); RPS File No.: Sale-0053

***Purpose:**

The Board approved the sale of the Property on February 20, 2018. The property is a single family residence located at 3018 W. Basil, and contains 1,830 square feet. The property was originally acquired by the Pima County Department of Transportation for road right of way in conjunction with the Orange Grove/I-10 to Thornydale Extension. The property is now surplus and is being sold pursuant to A.R.S. 11-251(9). Buyer was the high bidder at the public auction held May 23, 2018.

***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 property

***Metrics Available to Measure Performance:**

The appraised value of the property is \$140,000.00 as determined by an independent fee appraisal by Sara Baker, MAI. The purchase price at auction was \$135,000.00, which includes a \$1,000.00 administration fee.

***Retroactive:**

N/A

To: COB. 6-15-18
Ver. - 1
pjs - 9
(2)

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 18*0196

Effective Date: 7/3/2018 Termination Date: 9/2/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ 135,000.00

***Funding Source(s) required:**

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 22-73.

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: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date: [Signature] 6-12-18

Deputy County Administrator Signature/Date: [Signature] 6/13/18

County Administrator Signature/Date: [Signature] 6/13/18
(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES PROJECT: Sale of Surplus SELLER: Pima County, a political subdivision AMOUNT: \$ 135,000.00	CONTRACT
	NO. <u>CTN-PW-18-196</u> 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, (the "County"), and CLL Properties, LLC, a Limited Liability Company, (the "Buyer"). This Agreement is effective the date it is signed by the Chairman of the Pima County Board of Supervisors.

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 \$134,000.00, plus an administrative fee of one thousand (\$1,000.00), for a total purchase price of \$135,000.00 (the "Acquisition Amount"), payable as follows:

1.1 \$13,500.00, 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. **SPECIAL WARRANTY DEED.** The County shall deposit into escrow a special 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 shown in Exhibit "B".

3. **"AS-IS" SALE.** Buyer accepts the Property and the improvements thereon 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 improvements prior to close of escrow.

4. **DISCLOSURES AND REQUIREMENTS.**

4.1 The Bidder is hereby notified that cultural resources (archaeological, cultural, or historic resources) may be present on the subject property. In the event development or ground disturbance is planned, these cultural resources may require treatment (inventory assessment, and mitigation), approved by Pima County and the State Historic Preservation Office.

4.2 Each Bidder is solely responsible for conducting its own due diligence regarding the condition of the Site and its suitability for development and use.

5. **ESCROW AGENT.** Stewart Title, located at 3939 East Broadway, is hereby appointed as the "Escrow Agent" for this transaction. Cyd Bradford 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. **BROKER'S COMMISSION.** No broker or finder has been used and County owes no brokerage or finders fees related to this transaction. Buyer has sole responsibility to pay all brokerage or finders fees to any agent employed.


8. **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: CLL Properties, LLC, a Limited Liability ~~Corporation~~ ^{Company} 72


By: Michael Leung, member

Date: 5/24/18

Recommended to the Board of Supervisors for Approval:

By Ana M. Olivares
Ana Olivares, Director Department of Transportation

By Rita Leon
Rita Leon, Acquisition Agent

By 
Neil Konigsberg Manager, Real Property Services

By Carmine DeBonis 6/13/18
Carmine DeBonis, Deputy County Administrator - Public Works

Approved as to form:


Kell Olson, Deputy County Attorney

APPROVED BY PIMA COUNTY

Richard Elias Chairman, Pima County Board of Supervisors

Attest:

Julie Castaneda, Clerk of the Board of Supervisors

Tax Code: 101-08-0290

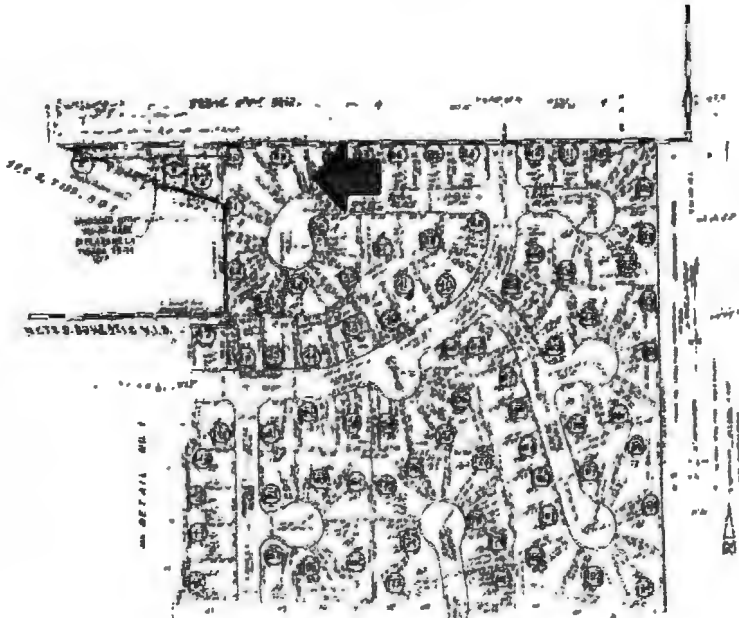
EXHIBIT "A"
LEGAL DESCRIPTION

Lot 6 of WILDWOOD PARK, according to the plat of record in the office of the County Recorder of Pima County, Arizona in Book 31 of Maps and Plats at page 49.

EXCEPT all percolating water, contained within, underlying or which may be produced, except such water as may be used by the owners and inhabitants for domestic purposes, as reserved in Deed recorded in Book 314 of Deeds, page 445, records of Pima County, Arizona.

EXHIBIT "A-1"

ASSESSOR'S RECORD MAP
 101-08
 4
 WILDWOOD PARK (RESUB)
 LOTS 1 THRU 225
 DETAIL No. 2

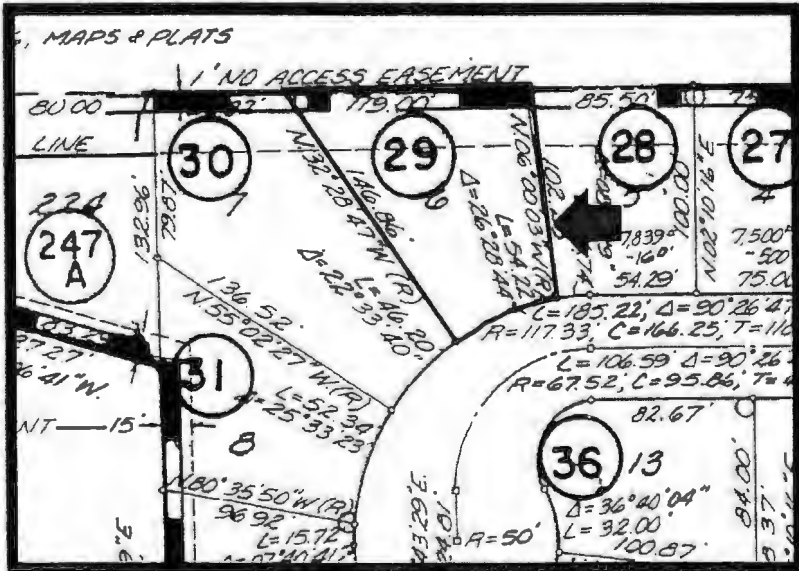


SEE DETAIL NO. 3

SCANNED
 11/11/02

SCALE: 1"=150'
 SEE BOOK 31, PAGE 40
 RC18-1

31049-02
 21171002



When Recorded, Please Return to:

EXHIBIT R

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

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, PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to CLL Properties, LLC, a Limited Liability Company 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 taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

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.

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #:Sale-0053	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

Protection of Cultural Resources.

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #:Sale-0053	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Grantor: Pima County, a political Subdivision

By: _____
Neil J. Konigsberg, Manager Real Property Services

Dated: _____

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 2018 by Neil J. Konigsberg, Manager Real Property Services.

Notary Public

My Commission Expires: _____

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: RL	File #:Sale-0053	Activity #:	P [X] De [] Do [] E []