



Contract number: CTN-PW-15-88  
Effective Date : 2-3-15  
Term Date : 2-3-16  
Cost : \_\_\_\_\_  
Revenue : 26,300.-  
Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
Action  
Renewal By : \_\_\_\_\_  
Term : \_\_\_\_\_  
Reviewed by: DK 2-3-16

## BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 2-3-15

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

- 1) Sales Agreement to: Heights Properties LLP, an Arizona Limited Liability Partnership
- 2) Warranty Deed to : Heights Properties LLP, an Arizona Limited Liability Partnership

This is for the sale of surplus property, located on the northeast corner of Ina Rd. & Oracle Rd., by Sales Agreement and Warranty Deed to Heights Properties LLP, an Arizona Limited Liability Partnership.

The surplus property is 4,952 square feet of vacant land and is zoned CB-1. The property was originally acquired by Pima County for the Ina-Oracle Rd. Intersection Improvement Project (4RTIRO). The Project has since been completed and this remaining surplus property is now being sold in accordance with A.R.S. 11-251.9.

Heights Properties L.L.P was the high bidder at the public auction held on October 14, 2014, for \$26,300.00 on terms which include a \$2,000.00 administration processing fee. The sale terms call for the payment of an earnest money deposit in the amount of \$ 2,700.00, with balance due at closing.

Revenue to Pima County: \$26,300.00

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 Heights Properties LLP.

CORPORATE HEADQUARTERS: \_\_\_\_\_

Page 1 of 2

Ver. 1  
Vendor-1  
Pgs. 9

To: CoB - 1-21-15  
(2)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \_\_\_ and/or REVENUE TO PIMA COUNTY: \$ 26,300.00

FUNDING SOURCE(S): 4RTIRO

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

	X	YES		NO
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**Board of Supervisors District:**

1	X	2		3		4		5		All	
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**IMPACT:**

**IF APPROVED:** Pima County will receive revenue for the surplus property and will no longer have liability and maintenance responsibility.

**IF DENIED:** Pima County will retain ownership of the surplus property, will not receive revenue for the sale of the property and will continue to be responsible for the annual costs of administration and maintenance of the property.

DEPARTMENT NAME: Real Property Services

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

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>  <b>PROJECT: Sale of Surplus</b>  <b>SELLER: Pima County, a political subdivision</b>  <b>AMOUNT: \$ 26,300.00</b>  <b>FUNDING: 4RTIRO</b>	<b>CONTRACT</b>
	<b>NO. <u>CTN-PW-1500000000000000000088</u></b> <b>AMENDMENT NO. _____</b> This number must appear on all invoices, correspondence and documents pertaining to this contract.

**SALES AGREEMENT**

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and Heights Properties LLP, a Arizona Limited Liability Partnership, (the "Buyer").

1. **PROPERTY AND ACQUISITION AMOUNT.** County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). Buyer agrees to acquire from County, and County agrees to convey to Buyer, subject to the terms and conditions set forth herein, fee title to the Property, for the sum of \$24,300.00, plus an administrative fee of Two Thousand (2,000.00), for a total purchase price of \$26,300.00 (the "Acquisition Amount"), payable as follows:

1.1 \$2,700.00, in cashier's check made out to the Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow on the day this Agreement is executed by the County (the "Opening Date"). Escrow Agent is hereby instructed to deposit all such payments in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, all earnest money deposits in escrow shall be credited against the Acquisition Amount, and any interest earned on the earnest money deposits shall be paid to Buyer. If the escrow fails to close because of a default by County, then the earnest money and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to County.

1.2 The remainder of the Acquisition Amount will be paid to the County in cash at closing.

2. **WARRANTY DEED.** The County shall deposit into escrow a warranty deed conveying to Buyer title to the Property, free and clear of all monetary liens and encumbrances (except property taxes not yet due and payable) but subject to all

matters of record and matters that an inspection of the property would reveal.

3. **"AS-IS" SALE.** Buyer accepts the Property 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 property is subject to a 1' no access easement along the southwest line of parcel.

5. **ESCROW AGENT.** Stewart Title, located at 7042 East Broadway, Cydnee Bradford is hereby appointed as the "Escrow Agent" for 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.

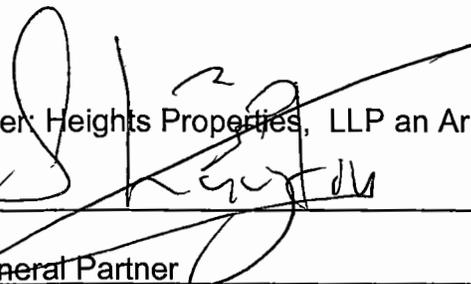
8. **Closing Costs, Title Insurance, and Prorations.** Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by County. If Buyer wishes to obtain an owner's policy of title insurance, Buyer may do so at its own expense. The date of closing 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.

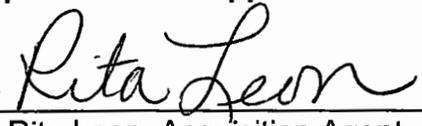
Buyer: Heights Properties, LLP an Arizona Limited Liability Partnership

BY 

General Partner

Date: 12/8/14

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

By 

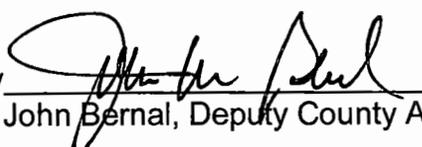
Rita Leon, Acquisition Agent

By 

Neil Konigsberg,  
Manager, Real Property Services

Approved as to form:

  
Tobin Rosen, Deputy County Attorney

By 

John Bernal, Deputy County Administrator - Public Works

Approved by Pima County.

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

Attest:

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

Tax Code: \_\_\_\_\_

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

**Exhibit "A"**  
**Legal Description**

A part of the Southwest Quarter of Section 36, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

**BEGINNING** at a 1/2" rebar tagged RLS 35544 on the East right of way of *Oracle Road*, said point also being at the Northwest corner of a parcel described in docket 1212 at page 500, Pima County Recorder's Office, Pima County, Arizona from which a 1/2" rebar tagged RLS 33308 bears N 89°36'06" E, 256.19 feet;

**THENCE** N 89°36'06" E along the North line of said parcel, a distance of 144.62 feet to a 1/2" rebar tagged RLS 4785 being on the West line of Parcel 3A as described in docket 12164 at page 2771, Pima County Recorder's Office, Pima County, Arizona;

**THENCE** S 01°08'21" W along said West line of Parcel 3A, a distance of 115.57 feet to a 1/2" rebar RLS 35544 on the West line of Parcel 3 of said docket 12164 at page 2771;

**THENCE** S 01°48'56" W along said West line of Parcel 3, a distance of 23.98 feet to a 1/2" rebar RLS 35544 at the point of curvature of a non-tangent curve concave to the Northeast;

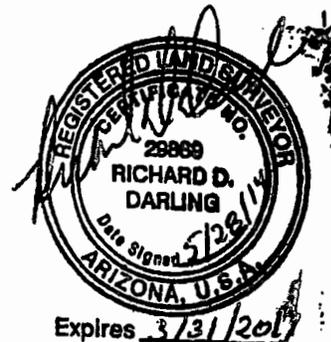
**THENCE** Northwesterly along the arc of said curve, to the right, having a radius of 186.00 feet; with a chord of N 45°37'34" W 198.05 feet and a central angle of 64°20'03" for an arc distance of 208.85 feet to the **POINT OF BEGINNING**.

Subject to a one (1) foot No Access Easement along the southwest line of said parcel.

Prepared by:

**DARLING ENVIRONMENTAL & SURVEYING, LTD.**

Richard D. Darling, RLS



# EXHIBIT "A-1"

BASIS OF BEARINGS

N89°36'06"E 256.19' TO REBAR  
N89°36'06"E 255.77' TO W R/W

POB

N89°36'06"E 144.62'

NORTH LINE (1212/500)

FD 1/2" REBAR  
RLS 4785  
[7383]

FD 1/2" REBAR  
RLS 33308  
[7396]

WEST LINE  
PARCEL 3A  
(12164/2771)

R=186.00  
L=208.85  
Δ=64°20'03"  
CHB=N45°37'34"W  
CHD=198.05'

EASTERLY ROW  
ORACLE ROAD

1" N.A.E.  
25  
(9/75)

S01°48'56"W  
23.98'

WEST LINE  
PARCEL 3  
(12164/2771)

26  
(9/75)

N82°41'59"W 144.52'

FD 1/2" REBAR  
RLS 4785 [7378]

1.87E  
0.11S

57.72'

SW COR  
LOT 25  
(9 M&P 75)

NORTH RIGHT OF WAY INA ROAD  
(BK. 9, PAGE 34 ROADMAPS)

SOUTH LINE SECTION 36

ORACLE ROAD

INA ROAD

TOTAL AREA  
13,934.4 +/- SF



Expires 3/31/2017

- EXISTING MONUMENT
- 1/2" REBAR RLS 35544



1 inch = 40 ft.

PREPARED FOR:  
KITTELSON & ASSOCIATES



A PORTION OF SW 1/4 S 36,  
T-12-S, R-13-E, PIMA  
COUNTY ARIZONA

Scale: 1" = 40'  
SET 101 2/15/12  
REV. 4/21/14



**WARRANTY DEED**

For valuable consideration, Pima County, a political subdivision of the State of Arizona ("Grantors"), does hereby convey to, Heights Properties L.L.P., an Arizona Limited Partnership the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION

**Reserving on to the Grantor a one (1) foot No Access Easement along the south line of said parcel (Depicted on Exhibit A-1).**

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: Pima County, a political Subdivision

\_\_\_\_\_  
Clerk of the Board

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

State of Arizona)

) ss

County of Pima )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by the Chairman of the Pima County Board of Supervisors.

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

My Commission Expires:  
\_\_\_\_\_

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #:10,086-162	Activity #: 4RTIRO	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

*Ref. Contract No. # CTN-PW-15000000000000000000 88*

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**THENCE** N 89°36'06" E along the North line of said parcel, a distance of 144.62 feet to a 1/2" rebar tagged RLS 4785 being on the West line of Parcel 3A as described in docket 12164 at page 2771, Pima County Recorder's Office, Pima County, Arizona;

**THENCE** S 01°08'21" W along said West line of Parcel 3A, a distance of 115.57 feet to a 1/2" rebar RLS 35544 on the West line of Parcel 3 of said docket 12164 at page 2771;

**THENCE** S 01°48'56" W along said West line of Parcel 3, a distance of 23.98 feet to a 1/2" rebar RLS 35544 at the point of curvature of a non-tangent curve concave to the Northeast;

**THENCE** Northwesterly along the arc of said curve, to the right, having a radius of 186.00 feet; with a chord of N 45°37'34" W 198.05 feet and a central angle of 64°20'03" for an arc distance of 208.85 feet to the **POINT OF BEGINNING**.

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Prepared by:

**DARLING ENVIRONMENTAL & SURVEYING, LTD.**

Richard D. Darling, RLS

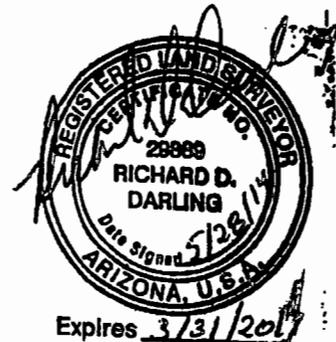


EXHIBIT "A-1"

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 N89°36'06"E 255.77' TO W R/W

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N89°36'06"E 144.62'

NORTH LINE (1212/500)

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 (12164/2771)

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 (9/75)

S01°48'56"W  
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WEST LINE  
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EASTERLY ROW  
 ORACLE ROAD

1' N.A.E.  
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N82°41'59"W 144.52'

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 (9 M&P 75)

NORTH RIGHT OF WAY INA ROAD  
 (BK. 9, PAGE 34 ROADMAPS)

SOUTH LINE SECTION 36

ORACLE ROAD

INA ROAD

TOTAL AREA  
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Expires 3/31/2017

- ⊙ EXISTING MONUMENT
- 1/2" REBAR RLS 35544



1 inch = 40 ft.

PREPARED FOR: <b>KITTELSON &amp; ASSOCIATES</b>	 <b>DARLING</b> ENVIRONMENTAL & SURVEYING, LTD. <small>1000 N. WILSON BLVD., SUITE 100 - TUCSON, AZ 85718                  PH (520) 622-5555 FAX (520) 622-5557</small>	
A PORTION OF SW 1/4 S 36, T- 12 -S, R-13-E, PIMA COUNTY ARIZONA	Scale: 1" = 40' DRAWING NO. SET 101 2/15/12 REV. 4/21/14	REVISION 