



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 12, 2015

or Procurement Director Award

Contractor/Vendor Name (DBA): Community Food Bank, Inc., dba Community Food Bank of Southern Arizona

Project Title/Description:

Anza Trail Llano Grande / Exchange of Parcels with Community Food Bank [Supervisor District 4]

Purpose:

Community Food Bank, Inc., an Arizona nonprofit corporation ("CFB"), owns two adjacent parcels just south of Continental Road in Green Valley upon which it operates a community food bank for the Sahuarita/Green Valley area. The CFB parcels lie just west of a drainage tributary of the Santa Cruz River. In 1997, the County purchased a twenty-five foot (25') wide strip of land running generally south to north through the middle of the CFB parcels with the intent of ultimately utilizing that strip for the Anza Trail. For various strategic and practical reasons, it has been determined that the trail should be realigned in this area so that it runs through the drainage. CFB has agreed to exchange the drainage area of its parcels to the County for the strip the County purchased from CFB in 1997. The County parcel to be exchanged to CFB is approximately 7669.5 square feet, or .176 acres; the CFB parcel to be exchanged to the County is approximately .724 acres. The values of the respective parcels have been determined to be approximately equal, the CFB parcel lying in the drainage. Statutory Notice of Intent to Exchange was duly published on March 31, 2015.

Procurement Method:

Acquisition of an interest in Real Property.

Program Goals/Predicted Outcomes:

The goal of this Project is to acquire fee title or recreational easements to configure and construct the Anza Trail. The outcome of the subject exchange would be to give the County a larger parcel to utilize for the trail and to improve the alignment of the trail by way of an even exchange of properties involving no additional monies.

Public Benefit:

The Anza Trail would provide a non-motorized, all-purpose recreational use trail for the benefit of the public, in this instance in the area of Green Valley and Sahuarita.

Metrics Available to Measure Performance:

The trail will be located, signed and maintained by the County on the Property to be received in the exchange with Community Food Bank.

Retroactive:

No.

To: COB - 4.29.15
Ver. 1
Vendor 1 Pgs. - 20

Procure Dept 04/20/15 PM 02:11

Original Information CTN

Document Type: Exchange Agmt Department Code: PW Contract Number (i.e.,15-123): 15-139

Effective Date: 5/12/2015 Termination Date: 5/12/2017 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): N/A

Cost to Pima County General Fund: -0-

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: -0-

Contact: Michael D. Stofko

Department: Real Property Services Telephone: 520-724-6667

Department Director Signature/Date: [Signature] 4-10-15

Deputy County Administrator Signature/Date: [Signature] 4/14/15

County Administrator Signature/Date: [Signature] 4/15/15
(Required for Board Agenda/Addendum Items)

being voluntarily donated to the County to facilitate the establishment and maintenance of the Juan Bautista De Anza National Historic Trail.

3. **Donation.** CFB acknowledges that if the value of the Exchange Property exceeds the value of the County Property, the decision to donate the Exchange Property was made without any undue influence or coercive action of any nature, and CFB hereby waives the right to an appraisal and to just compensation. If CFB obtains an appraisal which determines that the fair market value ("FMV") of the Exchange Property is greater than the fair market value of the County Property, then CFB may elect to claim a charitable contribution deduction for federal income tax purposes equal to the difference between the FMV of the Exchange Property less the fair market value of the County Property. County agrees to promptly execute IRS Form 8283, and any other Form required of a donee by the Internal Revenue Code of 1986, as amended, or any regulation thereunder. County shall have no liability whatsoever arising out of CFB's claim of a charitable deduction. The availability of the charitable deduction shall not be a condition to Closing.

4. **Vacant Land.** The parties acknowledge that the Exchange Property and the County Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, CFB hereby grants permission to County, County's representatives, and County's authorized agents to enter the Exchange Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Upon execution of this Agreement until Closing, County hereby grants permission to CFB, CFB's representatives, and CFB's authorized agents to enter the County Property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspections. Each party shall permit the other party to conduct such inspections of the other's property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party shall conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement, which shall be the sole remedy available for failure to do so.

6. **Property Taxes.**

CFB shall pay all taxes on the Exchange Property, including but not limited to the full year 2014 property taxes, prior to the date of Closing.

7. **Closing Documents.**

7.1 At Closing, County shall execute and deliver to CFB a special warranty deed conveying title to the County Property to CFB in the form of **Exhibit C** attached hereto.

7.2 At Closing, CFB shall execute and deliver to County a special warranty deed to the Exchange Property in the form of **Exhibit D** attached hereto.

8. **Closing Date.** The Closing pursuant to this Agreement shall take place not more than sixty (60) days following the Effective Date. The Closing date may be extended only by written agreement signed by CFB and the County.

9. **Representations.**

9.2. Each party represents, agrees and warrants that, to the best of its actual knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

9.3. Subject only to the representations, agreements and warranties of the parties in Sections 9.1, 9.1(a), and in this Section 11, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

10. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

11. **Broker's Commission.** The parties acknowledge that no broker or finder has been used for this transaction. Each party shall indemnify and hold harmless the other against fees, costs, and expenses of defending against such claims made by anyone claiming to have been employed for this transaction.

12. **No Sale.** Neither party shall sell or encumber its property before closing.

13. **Notices.**

13.2. Writing. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, e-mail to the e-mail addresses indicated below).

13.3. Receipt. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) the next business day, if delivered by overnight courier; or (e) three days following deposit in the mail, if delivered by mail postage prepaid, return receipt requested, addressed to that party at his/her/their/its designated address. The designated address of a party shall be the address of that party shown below or such other address within the United States of America that any party from time to time may specify by written notice to the other parties at least 15 days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other parties.

13.4. Rejection. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be deemed to be receipt of any such notice.

13.5. Notice to Entity. Any notice to an entity shall be deemed to be given on the date specified in this section without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a notice is received by an entity, the fact that the individual to whose attention it

is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

13.6. Address. County and CFB agree that any notice sent to the address set forth below shall serve as notice by County or CFB, as the case may be, to the other:

If to County: Neil J. Konigsberg, Manager
Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701-1207
Telephone: 520.740.6313
E-mail: neil.konigsberg@pima.gov

with a copy to:

Tobin Rosen, Deputy County Attorney
Pima County Attorney's Office, Civil Division
32 N Stone Ave, Suite 2100
Tucson, AZ 85701-1412
E-mail: tobin.rosen@pcao.pima.gov

If to CFB: Joy Tucker, Senior VP Facilities Mgmt.
Community Food Bank of Southern Arizona
3003 S. Country Club Road
P.O. Box 26727
Tucson, AZ 85726-6727
Telephone: 800.950.8681
E-mail: jtucker@communityfoodbank.org

with a copy to:

Barry Corey, Esq.
DeConcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway, Suite 200
Tucson, AZ 85716-5300
Telephone: 520.322.5000
E-mail: bcorey@dmyl.com

14. **Conflict of Interest.** This Agreement is subject to cancellation within three 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 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.

15. **Survival of Representation and Warranties.** Except as otherwise expressly stated herein, all representations and warranties contained herein survive the closing for ten years.

16. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

17. **Remedies.** If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

18. **Exhibits.** The following Exhibits to this Agreement are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement or to any of the Exhibits hereto are not available at the execution hereof, they shall be added by the Parties prior to Closing and shall be in form and substance reasonably satisfactory to the Parties.

<u>Exhibit A</u>	Legal Description of County Property
<u>Exhibit A-1</u>	Depiction of County Property
<u>Exhibit B</u>	Legal Description of Exchange Property
<u>Exhibit B-1</u>	Depiction of Exchange Property
<u>Exhibit C</u>	Form of Special Warranty Deed – County Property
<u>Exhibit D</u>	Form of Special Warranty Deed – Exchange Property

Each Party is signing this agreement on the date stated opposite that Party's signature.

**Community Food Bank, Inc., an
Arizona Non-Profit Corporation**

By: 
Michael McDonald, President and CEO

3/30/15
Date

COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:

Sharon Bronson, Chair, Board of Supervisors

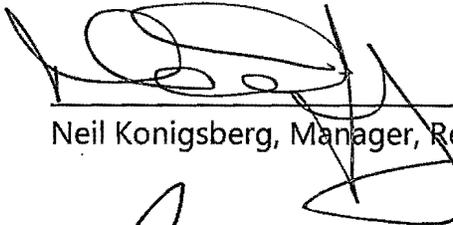
Date

ATTEST:

Robin Brigode, Clerk of Board

Date

APPROVED AS TO CONTENT:



Neil Konigsberg, Manager, Real Property Services



Chris Cawein, Director
Pima County Natural Resources
Parks and Recreation Department

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

June 20, 1997
MMLA #95033-32-75

That portion of the San Ignacio de la Canoa Land Grant, Pima County, Arizona, described as follows:

COMMENCING at the centerline of intersection of Abrego Drive and Continental Road according to the plat of Green Valley Desert Meadows Townhouses Lots 1 thru 81, recorded in Book 27 of Maps and Plats at Page 91, Records of Pima County, Arizona;

THENCE N 83°58'58" E along said centerline of Continental Road a distance of 224.97 feet;

THENCE S 06°01'02" E, 75.00 feet, to a point on the southerly right-of-way line of said Continental Road;

THENCE N 83°58'58" E along said southerly right-of-way line a distance of 170.00 feet to the **POINT OF BEGINNING**,

THENCE leaving said right-of-way line, S 17°12'09" W, 304.24 feet;

THENCE S 85°30'33" E, 25.63 feet;

THENCE N 17°12'09" E, 309.32 to a point on said right-of-way line of Continental Road;

THENCE S 83°58'58" W, 27.20 feet to the **POINT OF BEGINNING**;

Containing 7669.5 square feet of land, more or less.

Prepared by:

MMLA, Inc.

J. Scott Shane, R.L.S.

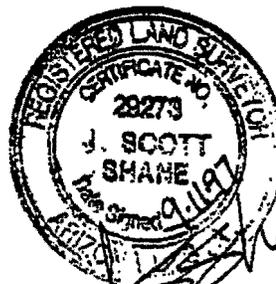


Exhibit "A"



ABREGO DRIVE

CONTINENTAL ROAD

N 83°58'58" E
224.97

S 06°01'02" E
75.00

P.O.B.

SOUTH R/W LINE

N 83°58'58" E

170.00

27.20

L=93.48'
R=1673.00'
O=0375'58"

25.00

N 14°23'38" E 269.80'

S 17°12'09" W 304.24

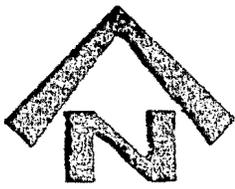
N 17°12'09" E 309.32

S 09°39'07" W 326.93'

146.80

25.53

S 85°30'33" E



SCALE: 1" = 60'

**SKETCH OF
LEGAL DESCRIPTION**
OVER A PORTION OF THE SAN IGNACIO
DE LA CANOA PRIVATE LAND GRANT
PIMA COUNTY, ARIZONA

95033-32-75

DRAWN BY: PFM
DATE: 6/20/97
FB_LGL.DWG



MMLA

Maricopa Mapping & Land Administration, Inc.
2000 W. CENTRAL AVENUE, SUITE 200, PHOENIX, AZ 85001
PH: 602-995-1100 FAX: 602-995-1101

EXHIBIT "A-1"

LEGAL DESCRIPTION

All that portion of those parcels as described in Docket 10354 at Page 1736 and Docket 10522 at Page 210, recorded in the office of the Pima County Recorder, Arizona, being located in a portion of the San Ignacio de La Canoa Land Grant, Pima County, Arizona, more particularly described as follows:

COMMENCING at the centerline intersection of Abrego Drive and Continental Road, as shown on the subdivision plat for Green Valley Desert Meadows Townhouses, Lots 1 through 81, recorded in Book 27 of Maps and Plats at Page 91 in the County Recorder's office, Pima County, Arizona;

THENCE along the centerline of said Continental Road North $83^{\circ}58'58''$ East a distance of 224.97 feet;

THENCE South $06^{\circ}01'02''$ East a distance of 75.00 feet to a point on the south right of way line of said Continental Road and the northwest corner of that parcel described in Docket 10354 at Page 1736;

THENCE along the north line of said parcel and south right of way line, North $83^{\circ}58'58''$ East a distance of 217.94 feet to the beginning of a tangent curve concave to the north having a radius of 1,675.00 feet and a central angle of $00^{\circ}41'30''$;

THENCE continuing along the north line of said parcel, south right of way line and along the arc of said curve to the left, a distance of 20.22 feet to the **POINT OF BEGINNING**;

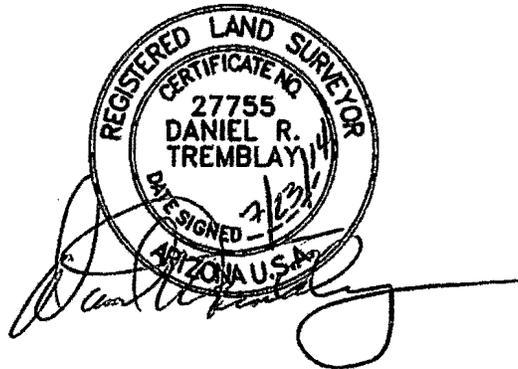
THENCE continuing along the north line of said parcel, south right of way line and arc of said curve to the left, through a central angle of $02^{\circ}34'27''$ a distance of 75.26 feet to the northeast corner of said parcel described in Docket 10354 at Page 1736;

THENCE along the east line of said parcel South $09^{\circ}39'04''$ West a distance of 326.93 feet to the southeast corner of that parcel described in Docket 10522 at Page 210;

THENCE along the south line of said parcel North $85^{\circ}30'33''$ West a distance of 128.36 feet;

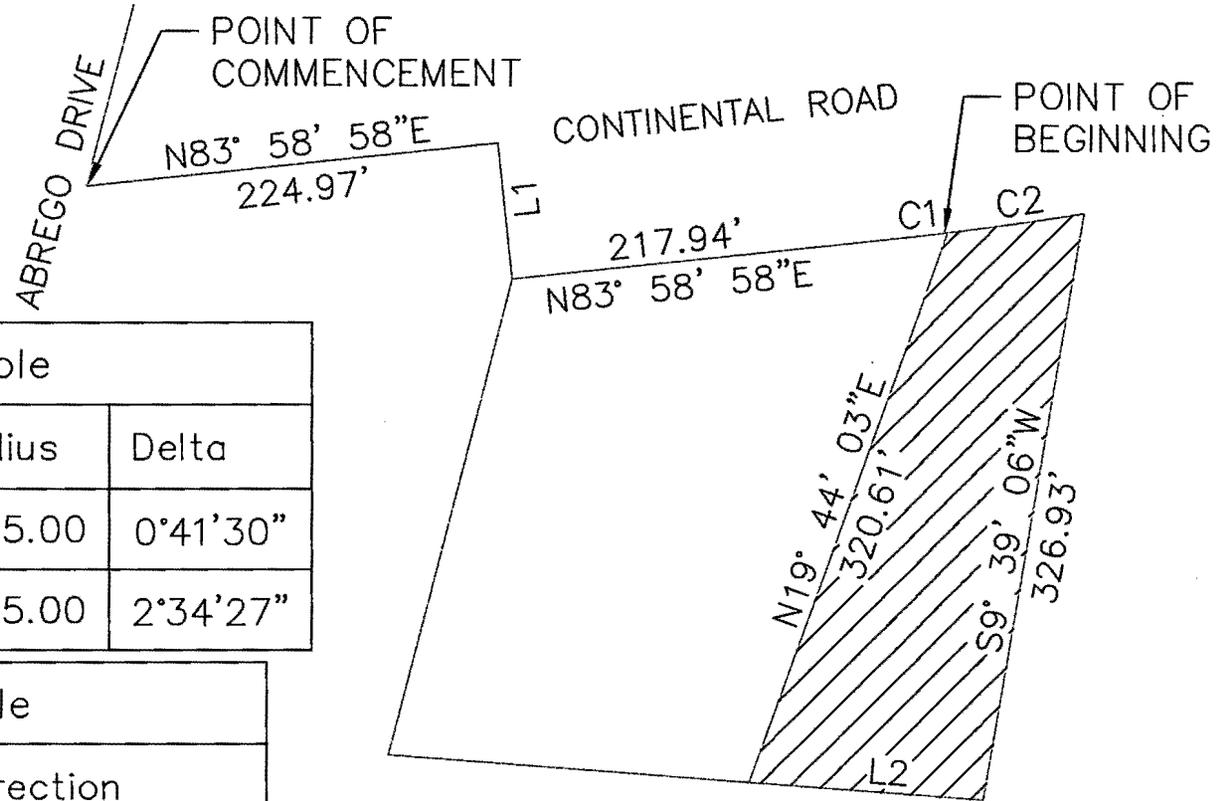
Exhibit "B"

THENCE North 19°44'03" East a distance of 320.61 feet to the POINT OF BEGINNING.



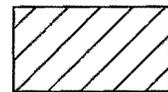
Expires 31 March 2015

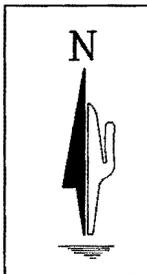
DEPICTION OF EXHIBIT "B"



Curve Table			
Curve #	Length	Radius	Delta
C1	20.22	1675.00	$0^{\circ}41'30''$
C2	75.26	1675.00	$2^{\circ}34'27''$

Line Table		
Line #	Length	Direction
L1	75.00'	$S6^{\circ} 01' 02''E$
L2	128.36'	$N85^{\circ} 30' 33''W$

 = 0.724 ACRES



PIMA COUNTY SURVEY

A PORTION OF THE SAN IGNACIO DE LA CANOA LAND GRANT,
TOWNSHIP 18 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 15 July 2014

Drawn By: AJJ

Sheet 3 of 3

When Recorded Return to:

Pima County Real Property Services
Attn.: Michael D. Stofko, Esq.
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

SPECIAL WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona ("Grantor") does hereby convey to Community Food Bank, Inc., an Arizona Nonprofit Corporation, the following described property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION ON ATTACHED **EXHIBIT "A"** AND LOCATION MAP AS DEPICTED ON ATTACHED **EXHIBIT "A-1"**

SUBJECT TO all matters of record.

And it warrants and defends the title against all acts of the Grantor and no other, subject to all matters of record.

Dated this _____ day of _____, 2015.

EXHIBIT ONLY - NOT FOR EXECUTION

EXEMPTION: A.R.S. § 11-1134.A.3.			Board of Supervisors Approval:	
Agent: MDS	File: 11,179-008 & -009	Activity: ATLANO	P [] De [] Do [] E [X]	

EXHIBIT C

**SELLER: PIMA COUNTY,
a body politic and corporate of the State of Arizona:**

Sharon Bronson
Chair, Board of Supervisors

Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney, Civil Division

EXHIBIT ONLY - NOT FOR EXECUTION

When Recorded Return to:

Pima County Real Property Services
Attn.: Michael D. Stofko, Esq.
201 N. Stone Avenue, 6th Floor
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And it warrants and defends the title against all acts of the Grantor and no other, subject to all matters of record.

Dated this _____ day of _____, 2015.

EXEMPTION: A.R.S. § 11-1134.A.3.			Board of Supervisors Approval:
Agent: MDS	File: 11,179-008 & -009	Activity: ATLANO	P [] De [] Do [] E [X]

EXHIBIT D

**SELLER: PIMA COUNTY,
a body politic and corporate of the State of Arizona:**

Sharon Bronson
Chair, Board of Supervisors

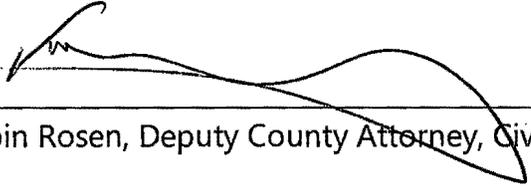
Date

ATTEST:

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

June 20, 1997
MMLA #95033-32-75

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THENCE leaving said right-of-way line, S 17°12'09" W, 304.24 feet;

THENCE S 85°30'33" E, 25.63 feet;

THENCE N 17°12'09" E, 309.32 to a point on said right-of-way line of Continental Road;

THENCE S 83°58'58" W, 27.20 feet to the **POINT OF BEGINNING**;

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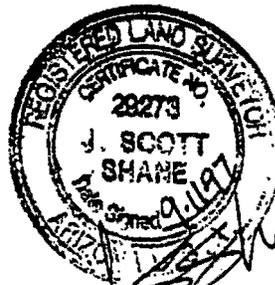


Exhibit "A"



ABREGO DRIVE

CONTINENTAL ROAD

N 83°58'58" E
224.97

S 05°01'02" E
75.00

P.O.B.

SOUTH R/W LINE

N 83°58'58" E
170.00

27.20

L=95.48'
R=1675.00'
D=0.379°58"

25.00

N 14°23'38" E
259.80'

S 17°12'09" W
304.24

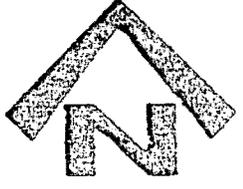
N 17°12'09" E
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S 09°39'07" W
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146.60

25.83

S 85°30'33" E



SCALE: 1" = 60'

**SKETCH OF
LEGAL DESCRIPTION
OVER A PORTION OF THE SAN IGNACIO
DE LA CANOA PRIVATE LAND GRANT
PIMA COUNTY, ARIZONA**

95033-32-75

DRAWN BY: PFM
DATE: 6/20/97
FB_LGL.DWG



MMLA

Marion Mining & Leasing, Inc.
2001 W. WILSON ROAD, P.O. BOX 1000, TUCSON, AZ 85710
520-298-1200 FAX 520-298-1201

EXHIBIT "A-1"