



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: May 17, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): QuikTrip Corporation, an Oklahoma Corporation

Project Title/Description:

Sale of property consisting of tax parcels 114-04-103B, 108A, and a portion of 107B

Purpose:

The Board approved the sale of the Property on February 2, 2016. The property is vacant land located on the Northwest Corner of Ft. Lowell Road and Alvernon Way, and contains 27,202 square feet. The property was originally acquired by the Pima County Department of Transportation for the Alvernon Way - Ft. Lowell to River Rd. improvement project. The property is now surplus and is being sold pursuant to A.R.S. 11-251(9).

QuikTrip Corporation, an Oklahoma Corporation, was the high bidder at the public auction held on April 19, 2016. The appraised value of the property is \$204,000.00. The purchase price is \$206,000.00 which includes a \$2,000.00 administration fee.

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 vacant property in the amount of \$ 206,000.00

Metrics Available to Measure Performance:

Sale value equal to appraised value

Retroactive:

N/A

APPROVED
MAY 05 16 04 10 57 PM C/K/D/B

To: COB 5-6-16 (2)
Ver.-1
Pgs.- 7 Addendum

Procure Dept 05/06/16 RM09:15

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 16*0155
Effective Date: 5/17/2016 Termination Date: 6/17/2016 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ \$206,000.00
Funding Source(s): General Fund -DOT 2000-1489

Cost to Pima County General Fund: _____

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: _____

Contact: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date: [Signature] 5/3/16

Deputy County Administrator Signature/Date: [Signature] 5/4/16

County Administrator Signature/Date: [Signature] 5/4/16
(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Sale of Surplus Real Property</p> <p>SELLER: Pima County, a political subdivision</p> <p>BUYER: QuikTrip Corporation, An Oklahoma Corporation</p> <p>AMOUNT: \$ 206,000.00</p> <p>REVENUE CONTRACT</p>	<table border="1"> <tr> <td data-bbox="884 314 1403 363" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="884 363 1403 421">NO. <u>CTN-PW-16-155</u></td> </tr> <tr> <td data-bbox="884 421 1403 466">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="884 466 1403 588">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CTN-PW-16-155</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
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AMENDMENT NO. _____					
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SALES AGREEMENT

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, ("County"), and QuikTrip Corporation, an Oklahoma Corporation, ("Buyer").

1. **PROPERTY AND ACQUISITION AMOUNT.** County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). County has appraised and advertised the Property for auction pursuant to A.R.S. section 11-251(9) and Buyer was the highest bidder at said auction. 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 two hundred four thousand dollars (\$204,000.00), plus an administrative fee of two thousand dollars (\$2,000.00), for a total purchase price of two hundred six thousand dollars (\$206,000.00) (the "Acquisition Amount"), payable as follows:

1.1 Three thousand dollars (\$3,000.00), 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 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 will be credited against the Acquisition Amount, and any interest earned on the earnest money deposits will 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 will 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 will be paid to County.

1.2 Buyer will pay the remainder of the Acquisition Amount to County in cash at closing.

2. **WARRANTY DEED.** County 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, in an "as-is" condition, with no warranty from County of any kind whatsoever, express or implied, as to the condition thereof. County is not responsible for any damage to the property prior to close of escrow.

4. **ESCROW AGENT.** Fidelity National Title, located at 1745 E. River Rd., Suite 145, is hereby appointed as the "Escrow Agent" for this transaction. James Mendenhall is the escrow agent assigned to this transaction.

5. **POSSESSION AND CLOSING.** Possession of the Property will be given to Buyer on the date of closing. Closing will 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.

6. **No Leases.** County warrants that there are no written leases on all or any portion of the property.

7. **BROKER'S COMMISSION.** Seller will pay no commission to any broker arising out of this transaction. Buyer is solely responsible for any fees payable to any broker that Buyer employed in conjunction with this transaction.

8. **Closing Costs, Title Insurance, and Prorations.** Expenses incidental to transfer of title, recording fees, escrow fees and releases will be paid fifty percent (50%) by Buyer and fifty percent (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 will be the date of proration of property taxes and similar costs.

9. **No Sale.** County will not sell or encumber the Property before closing.

10. **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.

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


Buyer: QuikTrip Corporation, an Oklahoma Corporation

BY: 

Title: Real Estate Manager

Date: 4-21-16

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

By 
Priscilla S. Cornelio, P.E., Director
Pima County Department of Transportation

By 
Rita Leon, Acquisition Agent

By 
Neil Konigsberg
Manager, Real Property Services

By 
John Bernal, Deputy County Administrator - Public Works

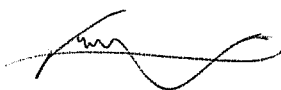
Pima County:

Chair, Pima County Board of Supervisors

Attest:

Robin Brigode, Clerk of the Board of Supervisors

Approved as to form:



4/25/16

Tobin Rosen, Deputy County Attorney

Tax Code: 111-04-103B, 107B, 108A

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

Exhibit "A"
Legal Description
Pima County Parcels

A portion of Lots 1 & 4, Block 9, "Lohrum Subdivision", according to Book 3 of Maps, Page 54, Pima County Recorder's Office, also being a portion of land situated in the Southeast Quarter of Section 28, Township 13 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a Found Brass Cap in Handhole at the Southeast Corner of said Section 28, from which a Found Brass Cap in Handhole at the South Quarter Corner of said Section 21 bears South 88 degrees 49 minutes 45 seconds West, a distance of 2661.55 feet;

Thence South 88 degrees 49 minutes 45 seconds West, along the South line of the Southwest Quarter of said Section 28, a distance of 185.80 feet;

Thence North 01 degrees 10 minutes 15 seconds West, a distance of 31.95 feet, to a point on the Northerly Right-of-Way line of Fort Lowell Road, said point also being the **POINT OF BEGINNING**.

Thence South 89 degrees 25 minutes 47 seconds West, along said Northerly Right-of-Way line, distance of 30.96 feet;

Thence North 79 degrees 10 minutes 39 seconds West, along said Northerly Right-of-Way line, a distance of 26.34 feet;

Thence North 89 degrees 41 minutes 52 seconds West, along said Northerly Right-of-Way line, a distance of 4.96 feet, to a point on the West line of said Lot 4;

Thence North 01 degrees 08 minutes 15 seconds West, along the West line of said Lots 1 & 4, a distance of 371.39 feet, to a point on the Southerly Right-of-Way line of Farr Place, said Point also being the Northwest Corner of said Lot 1;

Thence North 89 degrees 25 minutes 47 seconds East, along said Southerly Right-of-Way line, a distance of 67.54 feet, to a point on the Westerly Right-of-Way line of Alvernon Way;

Thence South 00 degrees 14 minutes 49 seconds East, along said Westerly Right-of-Way line, a distance of 376.65 feet, to the **POINT OF BEGINNING**.

See Depiction of Exhibit "A" attached hereto and made a part hereof.



Any modification to or omission from this description completely
absolves the surveyor from any liability for this description.

EXHIBIT "A" (CONTINUED)

EXCEPT:

A portion of Lot 4, Block 9, "Lohrum Subdivision", according to Book 3 of Maps, Page 54, Pima County Recorder's Office, also being a portion of land situated in the Southeast Quarter of Section 28, Township 13 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

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Thence South 88 degrees 49 minutes 45 seconds West, along the South line of the Southwest Quarter of said Section 28, a distance of 185.80 feet;

Thence North 01 degrees 10 minutes 15 seconds West, a distance of 31.95 feet, to a point on the Northerly Right-of-Way line of Fort Lowell Road and on the Westerly Right-of-Way line of Alvernon Way, said point also being the **POINT OF BEGINNING**.

Thence South 89 degrees 25 minutes 47 seconds West, along said Northerly Right-of-Way line, distance of 24.86 feet, to a cusp on a curve, concave Northwest, the center of which bears North 00 degrees 34 minutes 13 seconds West, and having a Radius of 25.00 feet;

Thence Northeasterly along said Curve, through an Arc Length of 39.13 feet, and a Central Angle of 89 degrees 40 minutes 36 seconds, to a point of tangency on the Westerly Right-of-Way line of Alvernon Way;

Thence South 00 degrees 14 minutes 49 seconds East, along said Westerly Right-of-Way line, a distance of 24.86 feet, to the **POINT OF BEGINNING**.

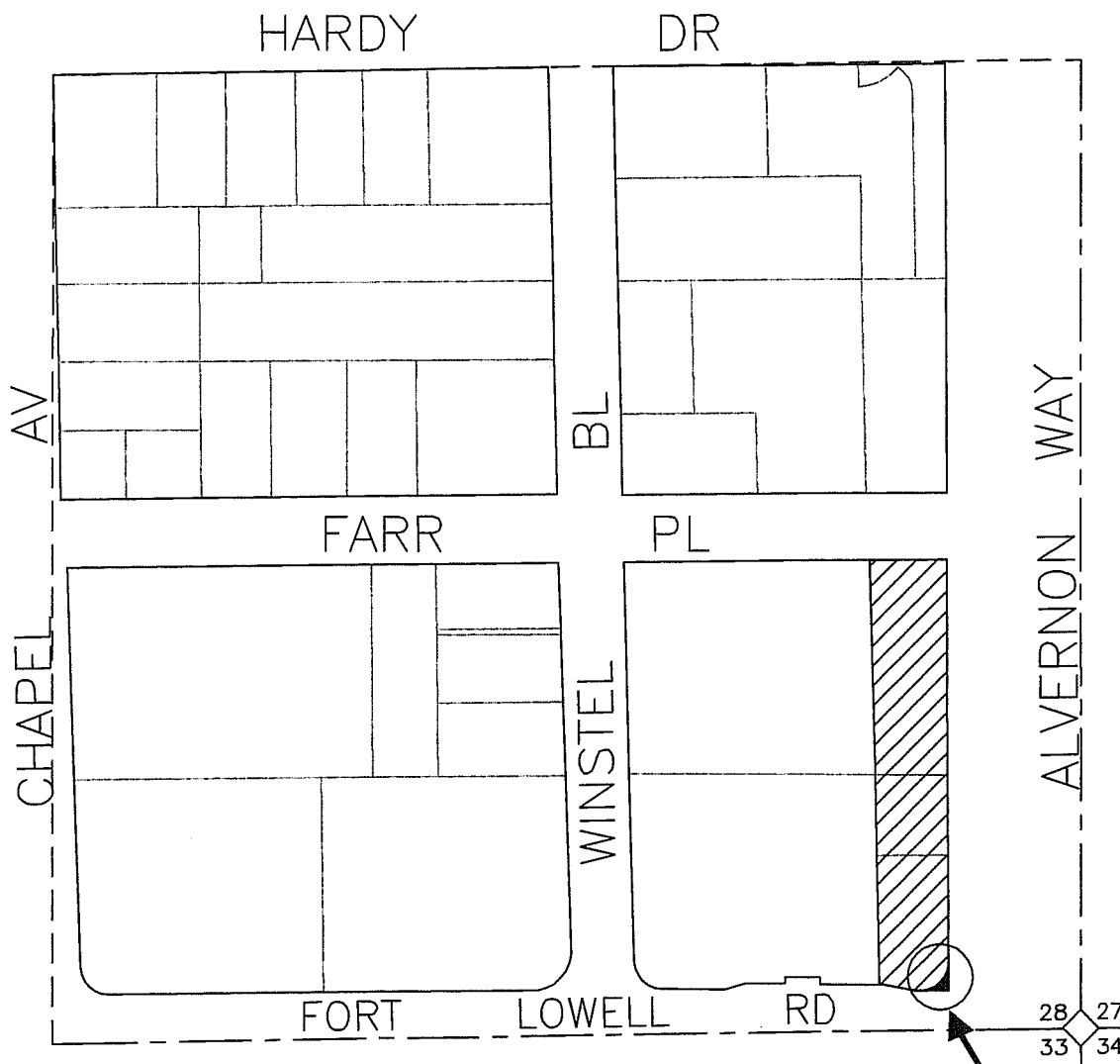
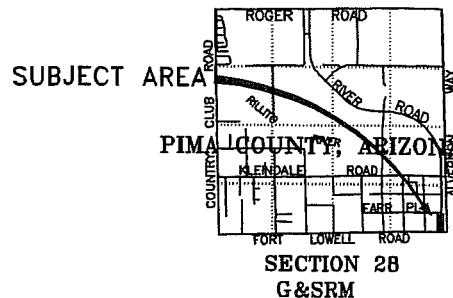
See Depiction of Exhibit "A" attached hereto and made a part hereof.



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SECTION 28
TOWNSHIP 13 SOUTH
RANGE 14 EAST

EXHIBIT "A-1"



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: 03/09/2016

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701

DOCUMENT TITLE: Warranty Deed

WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona ("Grantors"), does hereby convey to Quik Trip Corporation, an Oklahoma Corporation 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 _____, 2016

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:

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent: RL	File #:10,086-162	Activity #: 4RTIRO	P [] De [] Do [] E []

Exhibit "A"
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A portion of Lots 1 & 4, Block 9, "Lohrum Subdivision", according to Book 3 of Maps, Page 54, Pima County Recorder's Office, also being a portion of land situated in the Southeast Quarter of Section 28, Township 13 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at a Found Brass Cap in Handhole at the Southeast Corner of said Section 28, from which a Found Brass Cap in Handhole at the South Quarter Corner of said Section 21 bears South 88 degrees 49 minutes 45 seconds West, a distance of 2661.55 feet;

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See Depiction of Exhibit "A" attached hereto and made a part hereof.



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EXHIBIT "A" (CONTINUED)

EXCEPT:

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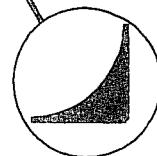
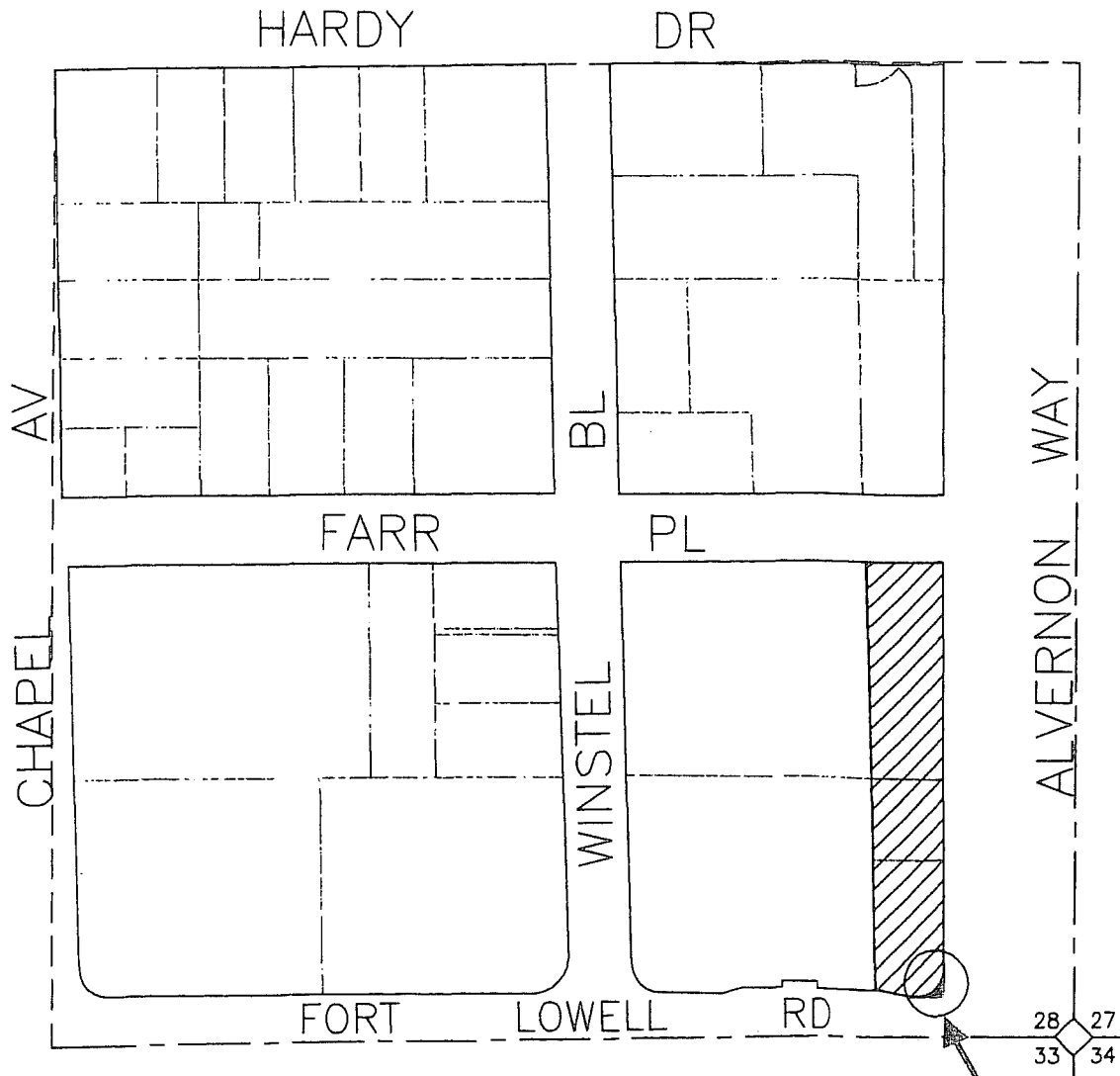
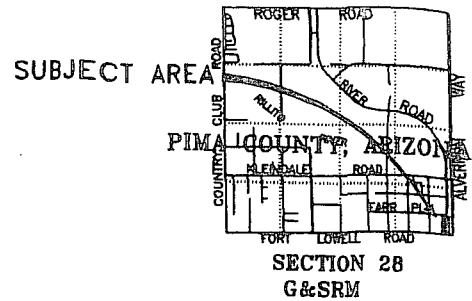
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SECTION 28
TOWNSHIP 13 SOUTH
RANGE 14 EAST

EXHIBIT "A-1"



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: 03/09/2016