



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: August 2, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Orange Grove/Oracle, LLC

Project Title/Description:

Floodprone Land Acquisition Program

Purpose:

Pima County Regional Flood Control District (the "District") will acquire, by donation, tax parcel 102-20-001A, located south of Orange Grove Road and east of Oracle Road, in Township 13 South, Range 13 East, Section 12, G&SRM, Pima County, Arizona.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

The District will acquire the property for the Floodprone Land Acquisition Program.

Public Benefit:

Floodprone land will be removed from future development.

Metrics Available to Measure Performance:

This property consists of approximately 14.33 acres and has been valued at \$50,000. The property will be donated to the District and the District will pay closing costs not to exceed \$1,300.

Retroactive:

N/A

Original Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 17*0005

Effective Date: 8-2-14 Termination Date: 2-1-17 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 1,300.00 ☐ Revenue Amount: \$

Funding Source(s): Tax Levy

Cost to Pima County General Fund: None

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:

Procure Dept 07/13/16 10:55

To: COB 7/13/16 (11)
Ver. 1 pgs. - 13

Contact: Dana Hausman

Department: Public Works - Real Property

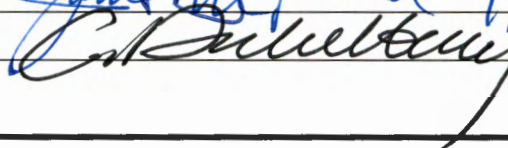
Telephone: 724-6713

Department Director Signature/Date: 

Deputy County Administrator Signature/Date: 

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

7-12-16
7/12/16
 *7/12/16*

CONTRACT

NO. CT-PW-17-005

AMENDMENT NO. _____

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



PIMA COUNTY REAL PROPERTY SERVICES

PROJECT: Accept Donation of Real Property

DONOR: Orange Grove/Oracle, LLC, an Arizona limited liability company

AMOUNT: \$1,300.00 for closing costs

FUNDING: FLAP

AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between **Orange Grove/Oracle, LLC**, an Arizona limited liability company (collectively "**Donor**") and **Pima County Flood Control District**, a political taxing subdivision of the State of Arizona ("**Donee**"). Donor and Donee are hereinafter referred to collectively as the "**Parties**". This Agreement shall be effective on the date Donor and Donee have executed this Agreement (the "**Effective Date**"). The date Donee signs is the date this Agreement is signed by the Chair of the Board of Directors of the Pima County Flood Control District.

2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 14.33 acres legally described and depicted, respectively, in **Exhibit A** and **Exhibit A-1** attached hereto and made a part hereof, including all

structures and improvements situated thereon, if any (hereinafter collectively referred to as the "**Property**");

2.2. Donor desires to donate the Property to Donee; and

2.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

3. **Donation.**

3.1. Donor agrees to donate the Property, including all wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

3.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

3.3. Donor acknowledges and agree that the decision to donate the Property was made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

4. **Inspection and Access.**

4.1. Inspection Period. For a period of forty-five (45) days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

4.2. Reports. Within ten (10) days after the Effective Date, Donor shall provide

copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the "**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

4.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

4.4. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within ten (10) business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

4.5. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

5. Donor's Covenants.

5.1. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

5.2. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

5.3. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

4. **No Personal Property.** The Parties acknowledge that no personal property is being transferred pursuant to this Agreement, and Donor represent that there is now, or as of Closing will be, no personal property located on Property.

5. Closing.

5.1. Closing. The Closing shall take place after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

5.2. Prorations. The date of closing shall be used for proration of rents, property taxes and other similar costs; assessments due for improvement districts shall be paid in full by the Donor prior to closing; and property taxes shall be prorated based upon the date of closing.

5.3. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

5.3.1. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

5.3.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

5.3.3. possession of the Property.

5.4. Closing Costs. Donee shall pay all closing costs, including but not limited to title insurance premium, escrow fees and recording fees. Those costs are expected to be as follows:

\$ <u>0.00</u>	Acquisition Amount
\$ <u>1,300.00</u>	Estimated County Closing Costs
\$ <u>1,300.00</u>	TOTAL NOT TO EXCEED AMOUNT

6. **Binding Agreement.** All provisions set forth herein are binding upon the heirs, successors and assigns of the Parties.

7. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona.

8. **Conflict of Interest.** This Agreement is subject to cancellation within three (3) 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 the 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.

The Parties have signed this Agreement on the dates set forth below.

Donor:

ORANGE GROVE/ORACLE, LLC, an Arizona
limited liability company

By: Steven Shu

As: Managing Partner for 4-D Properties managing member.

Date: 6/28/16

[Rest of page intentionally left blank]

Regional Flood Control District, a taxing authority of the State of Arizona

Chair, Board of Directors of the Pima County Flood
Control District

Date

ATTEST:

Robin Brigode, Clerk of Board of Directors of the Pima
County Flood Control District

Date

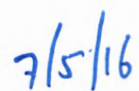


Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division



Date

TAX PARCEL NUMBER: 102-20-001A

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the Northeast quarter of the Northwest quarter of Section 12, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Northeast corner of the Northwest quarter of said Section 12;

Thence North 89°, 41', 33", West (basis of bearing) along the north line of said Northwest quarter, a distance of 626.82 feet to a point;

Thence leaving said north line South 00°, 18', 27", West a distance of 75.00 feet to a point lying on the south right of way of Orange Grove Road (Book 10 of Road maps, at page 71), said point being the Point of Beginning;

Thence South 06°, 00', 49", West, a distance of 25.12 feet to a point;;

Thence South 89°, 41', 33", East, a distance of 49.84 feet to a point;

Thence South 31°, 11', 00", West, a distance of 111.90 feet to a point

Thence South 06°, 00', 49", West, a distance of 103.75 feet to a point;

Thence South 07°, 41', 45", East, a distance of 209.43 feet to a point;

Thence South 17°, 23', 43", East, a distance of 20.96 feet to a point;

Thence South 20°, 12', 30", East, a distance of 110.49 feet to a point;

Thence South 07°, 13', 03", West, a distance of 44.69 feet to a point;

Thence South 40°, 32', 52", West, a distance of 36.41 feet to a point;

Thence South 04°, 27', 59", West, a distance of 169.26 feet to a point;

Thence South 03°, 18', 12", East, a distance of 244.39 feet to a point;

Thence South 89°, 26', 33", East, a distance of 646.23 feet to a point;

Thence North 02°, 07', 29", West, a distance of 388.84 feet to a point;

Thence North 89°, 41', 33", West, a distance of 200.00 feet to a point;

Thence North 02°, 07', 29", West, a distance of 200.00 feet to a point;

Thence South 89°, 41', 33", East, a distance of 200.00 feet to a point;

Thence North 02°, 07', 29", West, a distance of 454.93 feet to a point;

Thence North 89°, 41', 33", West, a distance of 630.00 feet to the Point of Beginning.

jv arb: 143

Basis of Bearing:

The north line of the Northwest quarter of Section 12, Township 13 South, Range 13 East, Gila and Salt River Meridian,

Exhibit "A" (con't)

Pima County, Arizona, as shown in Book 18 of Maps and Plats, at page 50. Said bearing being North 89°, 41', 33", West.

SECTION 12
TOWNSHIP 13 SOUTH
RANGE 13 EAST

SUBJECT AREA



SECTION 12 G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT "A-1"



PARCEL



102-20-001A



16008

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: BSMITH

DATE: MAR 2016

Exhibit "B"
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

File No.: 05504-17203

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2016.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 18 of Maps and Plats at page 50.
6. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Book 37 of Miscellaneous Records, page 603.
7. Liquor Covenant as disclosed in instrument recorded in Book 59 of Miscellaneous Records, page 202.
8. Terms and conditions of Agreement Fixing Boundary Line recorded in Book 73 of Miscellaneous Records, page 432.
9. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded in Docket 1558, page 436 and Docket 7942, page 4830 and Docket 9582, page 421.
10. Easement for sewer lines and rights incident thereto, as set forth in instrument recorded in Docket 2874, page 46.
11. Easement for sewer and rights incident thereto, as set forth in instrument recorded in Docket 3735, page 251; Corrected by instrument in Docket 5852, page 748.
12. Easement for sewer and rights incident thereto, as set forth in instrument recorded in Docket 5874, page 810.
13. Covenant Regarding Development and Use of Real Property recorded in Sequence No. 2011-0630011.
NOTE: No legal description attached to said instrument.
14. Matters as disclosed in survey map attached to instrument recorded in Sequence No. 2015-0360354.
15. Liabilities and obligations imposed upon said land by reason of its inclusion within Metropolitan Domestic Water Improvement District.
16. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion,

COMMITMENT FOR TITLE INSURANCE
Exhibit "B"
SCHEDULE B

(Con't)

File No.: 05504-17203

alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within Pima Canyon Wash or any wash or arroyo and its tributaries.

17. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

SPECIAL WARRANTY DEED

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND ATTACHED EXHIBIT "A-1" FOR DEPICTION

And the Grantor hereby binds itself and its successors to warrant the title against all acts of the Grantor herein and no other, subject only to matters above set forth.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of _____.

Notary Public

My Commission Expires: _____

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