



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: March 7 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Teri Thomas, as personal representative of the Estate of Karen Detwiler

Project Title/Description:

Acceptance by County of donation of 1.12 acres, including improvements, in fee. [Supervisor District 3] Acq-0455

Purpose:

Donation of property to benefit the Pima Animal Care Center pursuant to the Will of Karen Lu Detwiler

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

The property being donated to Pima County will be sold with the proceeds being distributed for the benefit of the Pima Animal Care Center

Public Benefit:

Additional funding for the Pima Animal Care Center.

Metrics Available to Measure Performance:

A donation of property with an assessed value of approximately \$42,022.00. Contract includes closing cost of \$1,000.00, but will not be needed to accept the donation. Any fees associated with the donation will be deducted from the proceeds of the sale of donated property. Proceeds of sale will benefit Pima Animal Care Center.

Retroactive:

No.

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 17*0167

Effective Date: 3/7/2017 Termination Date: 3/6/2018 Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$ 0.00

☐ Revenue Amount: \$ _____

Funding Source(s): _____

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: _____

Procure Dept 03-01-17 PM02:26

To: COB. 3-1-17 (1)
Ver. - 1
pgs. 13 Addendum

Contact: Bill Satterly

Department: Real Property Services

Telephone: 520-724-6318

Department Director Signature/Date:

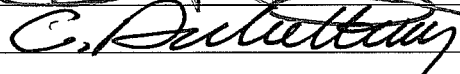
 2-28-17

Deputy County Administrator Signature/Date:

 2/28/17

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 3/1/17



CONTRACT	
NO.	CTN-PW-17-167
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: The Estate of Karen Detwiler, Deceased

AMOUNT: \$1,000.00 for closing costs

AGREEMENT TO DONATE REAL PROPERTY

1. **Parties; Effective Date.** This agreement ("**Agreement**") is entered into by and between Teri Thomas, as Personal Representative of the Estate of Karen Detwiler, Deceased, Probate Number PB 20160416 (collectively "**Donor**") and Pima County, a political 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 Chairman of the Pima County Board of Supervisors

2. **Background & Purpose.**

2.1. Donor is the owner of that certain real property in Pima County, Arizona consisting of approximately 1.12 acres legally described and depicted, respectively, in Exhibit A and Depicted in 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, 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> 1,000.00</u>	Estimated County Closing Costs
\$ <u> 1,000.00</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.

9. **Future Sale Proceeds.** Pima County agrees to use the proceeds from the future sale of this property for the benefit of the Pima Animal Care Center.

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

**Donor: Teri Thomas, as Personal Representative
Of the Estate of Karen Detwiler, Deceased**

Teri Thomas as P.R.
NAME

12-28-16
Date

Donee: Pima County, a body politic and corporate of the State of Arizona:

Chair, Board of Supervisors

Date

ATTEST:

Julie Castaneda, Clerk of the Board

Date

APPROVED AS TO CONTENT:

 3/1/17

Carmine DeBonis, Deputy County Administrator for
Public Works



Neil J. Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:

 1/6/17

Tobin Rosen, Deputy County Attorney, Civil Division

TAX PARCEL NUMBER:

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Southeast corner of the East Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 4, Township 13 South, Range 11 East of Gila and Salt River Base and Meridian, Pima County, Arizona,

Thence North 00°21'03" West, along the East line of said East Half, 147.06 feet to an iron pin tagged L.S. 13056, said pin being the Place of Beginning;

Thence South 89°58'17" West, a distance of 331.13 feet, to an iron pin tagged L.S. 13056;

Thence North 00°24'06" West, along the West line of said East Half, 147.09 feet to an iron pin tagged L.S. 13056;

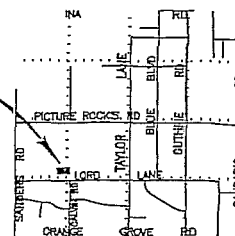
Thence North 89°58'35" East, a distance of 331.29 feet to an iron pin tagged L.S. 13056;

Thence South 00°21'03" East along the East line of said West half, 147.06 feet to the Place of Beginning

(jv arb: 415)

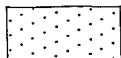
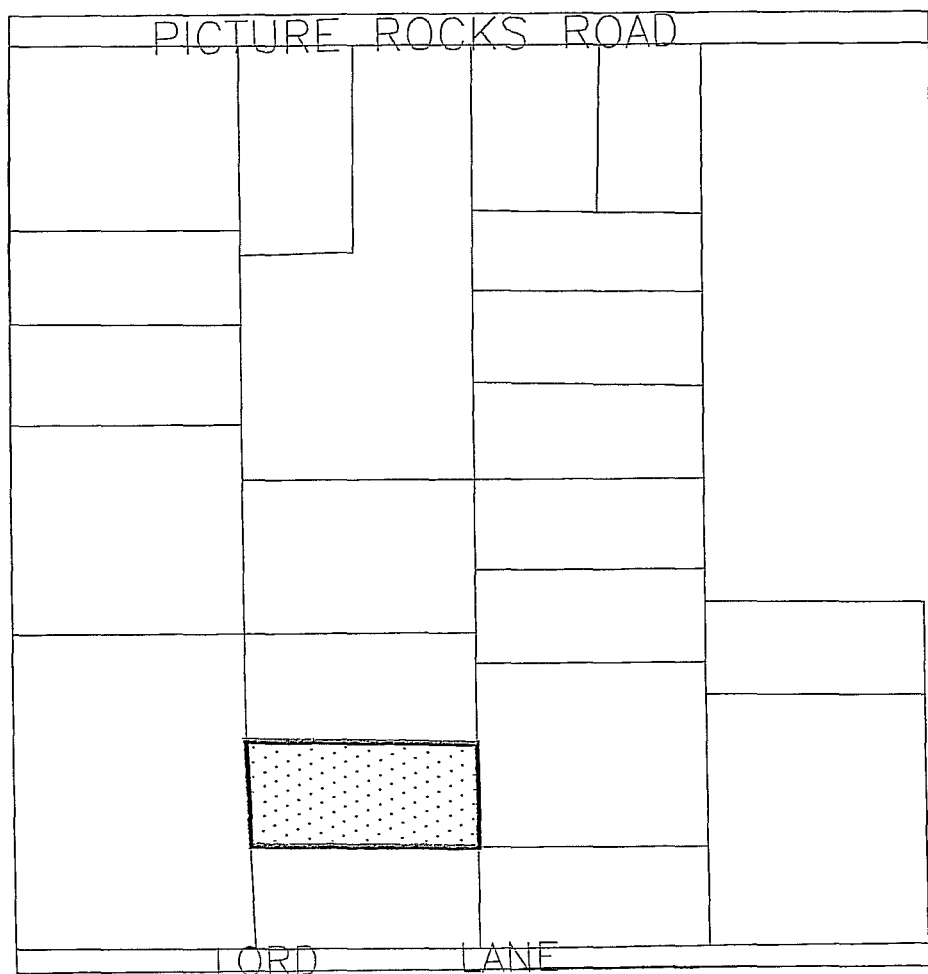
SECTION 04
TOWNSHIP 13 SOUTH
RANGE 11 EAST

SUBJECT AREA



SECTION 04
G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT "A-1"



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: NOVEMBER 2016

Exhibit "B"

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 Patent from the United States of America, recorded in Docket 443, page 244.
5. 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.
6. Matters as disclosed by survey recorded in Book 17 of Record of Surveys, page 43.
7. Easement for water lines and rights incident thereto, as set forth in instrument recorded in Docket 5161, page 666.
8. Easement for ingress, egress and utilities, and rights incident thereto, as set forth in instrument recorded in Docket 6953, page 692.
9. Easement for electric lines and rights incident thereto, as set forth in instrument recorded in Docket 7104, page 1130.
10. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded in Docket 9692, page 473.
11. Provisions within Resolution No. 1999-180, Relating to Housing and Infrastructure Systems; Designation the Avra Water Co-op Service Area recorded in Docket 11117, page 710
12. Provisions within Resolution No. 2005-87, Authorizing a Franchise Granted to Avra Water Co-op, Inc, recorded in Docket 12537, page 2210

EXHIBIT C

SPECIAL WARRANTY DEED

For valuable consideration, I Teri Thomas as Personal Representative of the Estate of Karen Detwiler, deceased Pima County Probate PB 20160416, ("Grantor"), do hereby convey to Pima County, a political subdivision of the State of Arizona the following described property situate in Pima County, Arizona:

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

SUBJECT TO all matters of record.

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.

Dated this _____ day of _____, 2016.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2016,
by Teri Thomas as Personal Representative of the Estate of Karen Detwiler PB20160416

Notary Public

My Commission Expires:

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

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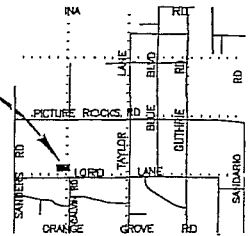
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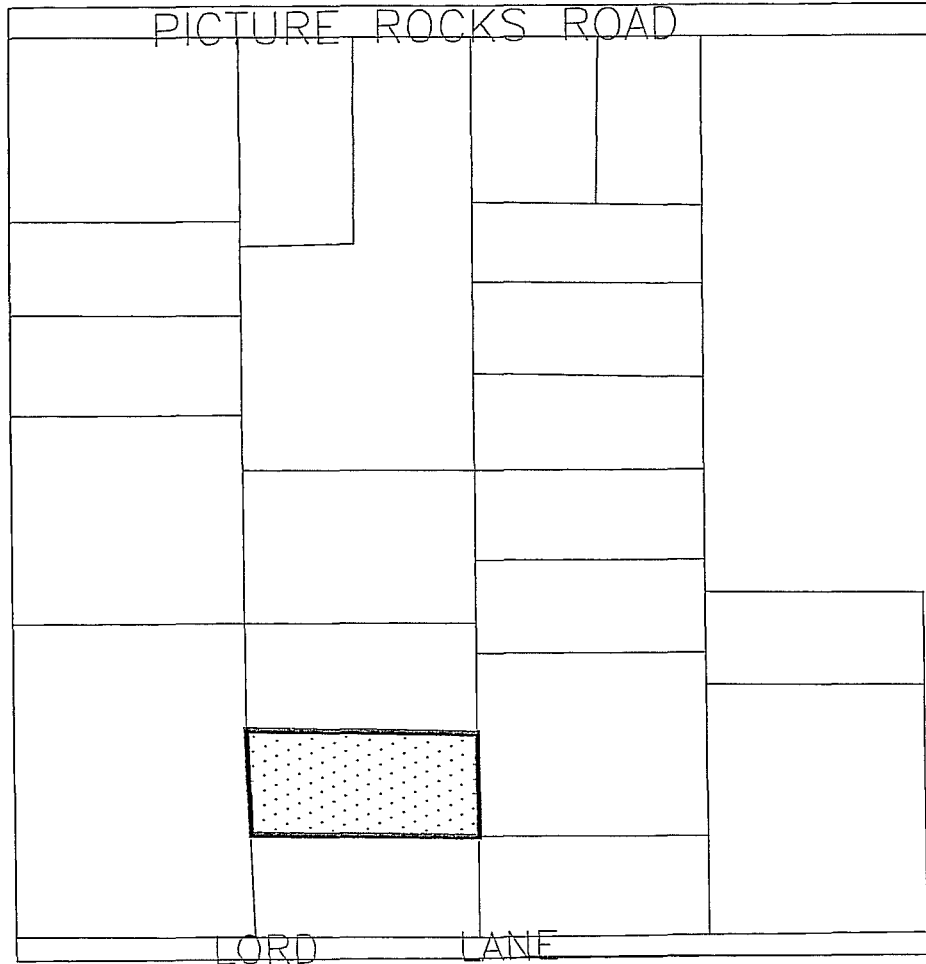
SECTION 04
TOWNSHIP 13 SOUTH
RANGE 11 EAST

SUBJECT AREA



SECTION 04
G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT "A-1"



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: CPEREZ

DATE: NOVEMBER 2016