



# Staff Report

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**Agenda Item:**            **QUIT CLAIM DEED FROM THE TOWN OF CLARKDALE TO THE CLARKDALE FIRE DISTRICT** - Discussion and possible acceptance of a Quit Claim Deed to the Clarkdale Fire District for real property commonly known as 921 Calle Tomallo, in Clarkdale, AZ.

**Staff Contact:**            Walt Good, Deputy Town Clerk

**Meeting Date:**            March 10, 2009

**Background:**            On 6/12/07 the Council approved an IGA transferring real property to the newly formed Clarkdale Fire District. Item one in that transfer was the Centerville Fire Station at 921 Calle Tomallo. Last summer, Chief Moore wanted to complete the transfer of the property to the Fire District and it was discovered that deed restriction releases were required. After follow-up from the Town Attorney's office with Ray Selna and Mike Mongini a deed restriction release was obtained and recorded.

Enclosed is a Quit Claim Deed prepared by the Clarkdale Fire District to complete the transfer of the property.

**Recommendation:** Staff recommends that the Town Council approve the Quit Claim Deed from the Town of Clarkdale to the Clarkdale Fire District for the property at 921 Calle Tomallo in Clarkdale as presented.

Recorded at the request of  
and when recorded, return to:

CLARKDALE FIRE DISTRICT  
P.O. Box 1236  
Clarkdale, Arizona 86324

QUIT-CLAIM DEED

For the consideration of TEN DOLLARS (\$10.00), and other valuable considerations, the TOWN OF CLARKDALE, an Arizona municipal corporation, as "Grantor", does hereby quit-claim to the CLARKDALE FIRE DISTRICT, a special district of the State of Arizona, as "Grantee", the real property situated in Yavapai County, Arizona, commonly known as 921 Calle Tomallo, Clarkdale, Arizona, and described as follows:

Lots 7 and 8, Block 14, CENTERVILLE, according to the plat of record on file in the office of the Yavapai County Recorder in Book 2 of Maps, Page 79.

TOGETHER with all improvements thereon and appurtenant thereto.

SUBJECT TO current taxes and assessments, reservations or exceptions in governmental patents to the property or in Acts authorizing the issuance thereof, easements, obligations, covenants, conditions and restrictions as may appear of record or as may be disclosed upon an inspection of the property.

DATED this \_\_ day of \_\_\_\_\_, 2009.

TOWN OF CLARKDALE

\_\_\_\_\_  
By: Doug Von Gausig, Mayor

**EXEMPT BY REASON OF A.R.S. §11-1134(A)(3)**



When recorded, return to:  
Town of Clarkdale, Town Clerk  
PO Box 308  
Clarkdale, AZ 86324



**INTERGOVERNMENTAL AGREEMENT FOR THE  
TRANSFER OF FIRE PROTECTION EQUIPMENT FROM THE  
TOWN OF CLARKDALE TO THE CLARKDALE FIRE DISTRICT**

This Agreement, is effective the 1<sup>st</sup> day of July, 2007, by and between the Clarkdale Fire District, a special district of the State of Arizona (the "District"); and the Town of Clarkdale, an Arizona municipal corporation ("the Town").

**Recitals**

WHEREAS, the District has recently been formed to provide improved fire protection services to the residents of the Clarkdale, Arizona area; and

WHEREAS, it is to the best interest of the public health and safety of the citizens of Clarkdale for the Town to cooperate with the District to work towards a transition of the District to become a stand-alone governmental entity; and

WHEREAS, the District was formed pursuant to citizen approval; and

WHEREAS, the Town of Clarkdale has a currently existing fire department which has fire fighting equipment, which is no longer needed by the Town of Clarkdale; and

WHEREAS, the taxpayers of the Town and the taxpayers of the District are substantially the same; and

WHEREAS, the Town of Clarkdale is agreeable to conveying certain assets of the Town's Fire Department to the District, as set forth herein; and

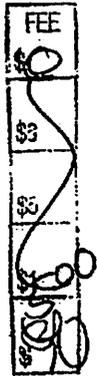
WHEREAS, the District is authorized to enter into this Agreement pursuant to A.R.S. §48-805(B)(8), and the Town is authorized to enter into this Agreement pursuant to A.R.S. §11-407(B), for purposes of carrying out their mutual responsibilities.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

**Covenants**

**SECTION 1. – EQUIPMENT TO BE CONVEYED TO THE DISTRICT BY THE TOWN**

The Town agrees to convey to the District the assets of the Town of Clarkdale Fire Department set forth in Exhibit A attached hereto and made a part hereof by reference. Said conveyance of said property is 'as is', without warranty, express or implied, and the District accepts said assets upon this condition.





**SECTION 2. – CONSIDERATION TO THE TOWN BY THE DISTRICT**

The District shall pay the sum of One Dollar (\$1.00) to the Town for said equipment and assets as shown on Exhibit A. As additional consideration to the Town, the District shall use said equipment and assets as set forth on Exhibit A, for the fire protection of the citizens of the Town. The District, at its sole expense, shall maintain said equipment and assets in good repair and condition.

**SECTION 3. – MEDIATION**

If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of real estate experienced mediators maintained by the Arizona Municipal Risk Retention Pool.

**IN WITNESS WHEREOF**, the parties enter into this Agreement on the date set forth above.

APPROVALS

CLARKDALE FIRE DISTRICT

  
\_\_\_\_\_  
Jim Elmer, Chairman

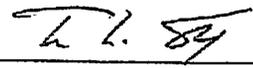
Date: 6/30/07

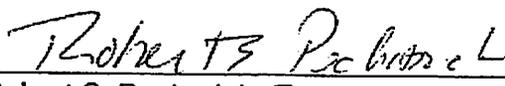
TOWN OF CLARKDALE

  
\_\_\_\_\_  
Doug Von Gausig, Mayor

Date: 6/18/07

Undersigned counsel, who have determined that the Agreement is in proper form and within the powers and authority granted under the laws of this state, have reviewed the foregoing agreement.

By:   
\_\_\_\_\_  
Jack Fields, Esq. *Thomas M. Staxen* Date 6/29/07  
Clarkdale Fire District Attorney

By:   
\_\_\_\_\_  
Robert S. Pecharich, Esq. Date 6/18/07  
Clarkdale Town Attorney



Clarkdale Fire Department

Inventory of Station 21, 22 and all Apparatus

2 May 2007

RECORDERS MEMO: LEGIBILITY  
 QUESTIONABLE FOR GOOD REPRODUCTION

Item	Number	Estimated Value
Station 22, 921 Calle Tomallo	1	160,000.00
<b>Station Items</b>		
Air Conditioner, window unit radio room	1	80.00
White Lockers	3	210.00
Twin Beds	3	300.00
Ceiling Fans	3	120.00
Alarm Clocks	3	30.00
Wood Locker	1	90.00
Air Conditioner, large living room	1	120.00
TV, Sanyo	1	200.00
Surround Sound	1	100.00
DVD Player	1	100.00
VCR	1	60.00
Cable Box	1	100.00
Reclining Sofa	1	80.00
Reclining Chairs	2	100.00
Kitchen Table	1	40.00
Kitchen Chairs	3	30.00
End Table	1	10.00
Cordless Telephone	1	20.00
Telephone, living room	1	20.00
Toaster	1	10.00
Bread Box	1	10.00
Microwave	1	70.00
Blender	1	10.00
Refrigerator, side by side	2	500.00
Gas Stove	1	100.00
Range Hood	1	40.00
Washing Machine	1	300.00
Dryer	1	150.00
Water Heater	1	300.00
Furnace	1	600.00
Water Cooler	1	100.00
TV, Sanyo small	1	150.00
VCR/DVD Combo	1	150.00
Bookshelf	1	60.00
File Cabinet, 4 drawer	3	300.00



Desk, metal	1	200.00
Desk, wood	1	150.00
Copy Machine	2	900.00
Computer, Dell	1	300.00
Printer	2	200.00
Air Conditioner, small office	1	80.00
Bookshelf	1	20.00
Chairs, office	3	180.00
FAX	1	60.00
Miscellaneous Office Furniture		100.00
Folding Tables	4	200.00
Folding Chairs	12	120.00
Stereo	1	50.00
Cabinet, wood small	1	20.00
Table, 2.5 X 4'	1	10.00
Vacuum, shop	1	80.00
Tool Cabinet	2	300.00
Tools, hand		300.00
Creeper	1	25.00
Battery Charger	1	40.00
Hose Rack	1	300.00
Hose Test Machine	1	800.00
Metal Lockers, small spaces	1	400.00
Step Ladder, 6'	1	70.00
Exercise Machines & Equipment	4	1,600.00
Miscellaneous Shop Items		500.00
Wood Shelves	3	300.00
Class B Foam	2	160.00
Haz/Mat Clean Up Supplies		2,000.00
Miscellaneous Fire Equipment		6,000.00
Turnouts, in use and in storage, sets	13	13,000.00
Wildland PPE	14	6,720.00
Fire Shelters	8	2,400.00
Library Books, IFSTA	25	1,000.00
High Expansion Foam	2	160.00
Concrete cleaner	13	260.00
<b>Vehicle Items</b>		
Ventilation Fan	2	2,700.00
Gasoline Cans	5	65.00
Ultra Sorb Containers	2	30.00
Spare K 12 Blades	2	200.00
Flare Kit	4	180.00
PW Can, 2 ½ Gal.	2	240.00
BioSol Can, 2 ½ Gal.	2	240.00



BSI Kits		4	100.00
Air Monitor Kit		1	450.00
Blanket		1	20.00
Tool Set		3	900.00
Halligan Tool		5	970.00
Pry Bars		5	600.00
Sledge Hammer		3	165.00
Bolt Cutters		2	240.00
Hose Fittings		51	1495.00
Nozzles, 2 1/2"		5	4,000.00
Nozzles, 1 1/2"		9	3,970.00
Nozzles, 1"		4	240.00
Wyes, Gated		5	755.00
Foam Proportioner		2	400.00
Knox Keys		4	200.00
Ball Peen Hammers		4	100.00
Accountability Sets		2	200.00
WD 40 Cans		6	30.00
Hard Suction Hose, 10' sections --	60'	6	1,900.00
Hose, 1" red line, 100' sections --	600'	6	600.00
Hose, 1", 100' sections --	1,400'	14	1,400.00
Hose, 1 1/2", 50' sections	900'	18	1,800.00
Hose, 1 3/4", 50' sections	2,350'	47	4,700.00
Hose, 2 1/2", 50' sections	1,100'	22	2,200.00
Hose, 3", 50', sections	2,700'	54	5,400.00
Hose, 5" 20' section	20'	1	120.00
Salvage Covers		4	500.00
SCBA		12	26,400.00
SCBA Spare Bottles		13	6,500.00
CO2 Extinguisher		2	500.00
Snake Kit		2	400.00
Spanner Wrenches		17	455.00
Hydrant Wrenches		7	400.00
Axe		4	300.00
Hose Clamp		2	300.00
K12		1	1,600.00
Holmatro Extrication Tools		3	24,000.00
Piercing Nozzle		1	1,500.00
Extension Cord		2	50.00
Extension Cord Reels		2	200.00
Rope		3	50.00
Back Boards		8	1,000.00
Ladders		6	2,250.00
Skull Saver		1	50.00
EMS Gear ALS/BLS			29,500.00



Traffic Cones	12	160.00
Shovels	2	100.00
Pike Poles	5	500.00
Wildland Tools	19	950.00
Master Appliance	1	2,500.00
Generator	3	9,000.00
Flag	2	80.00
Foam, Class A	25	600.00
Portable Radios	7	7,000.00
Mobile Radios	6	14,000.00
Thermal Imaging Camera	1	15,000.00
ABC Fire Extinguisher	5	1,000.00
Miscellaneous Items		2,400.00
Back Pack Pump	1	125.00
Inflatable Ball	2	30.00
Porta Tank	2	4,000.00
Float Pump	2	4,000.00
Chainsaw	2	1,675.00
Chainsaw Chaps	2	250.00
Chainsaw Kit	2	250.00
Travis Packs	4	1,000.00
Hose Ramps	2	120.00
Portable Hand Lights	9	455.00
Rescue Disks	2	100.00
Holmatro Lift Bag Set	1	8,000.00
Sawzall	1	250.00
Squeegee	1	30.00
Smoke Ejector	1	450.00
Air Cascade System	1	2,000.00
Tow Strap	1	40.00
Ice Chest	1	30.00
Canteens	2	40.00
<b>Vehicles:</b>		
2001 Central State Fire Truck	1	150,000.00
1989 Pierce Fire Truck	1	95,000.00
1987 Ford Water Tender	2	60,000.00
1979 Chev. Brush Truck	1	4,000.00
1986 Chev. Utility Truck	1	3,500.00
1993 Chev Caprice	1	1,500.00
1941 Chev Antique Fire Truck	1	1,000.00
<b>Total Estimated Values</b>		<b>\$ 727,365.00</b>



**CLARKDALE FIRE DISTRICT**  
PO BOX 1236 CLARKDALE, ARIZONA 86324  
EMAIL: firedept@clarkdale.az.us  
PHONE 928-639-4591 / FAX 928-649-2655

June 15, 2007

RECORDERS MEMO: LEGIBILITY  
QUESTIONABLE FOR GOOD REPRODUCTION

To: Gayle Mayberry, Town Manager

From: Don Eberle, Fire Chief *D.E.*

Re: Town of Clarkdale / Clarkdale Fire District transfer of assets payment

Per the IGA between our agencies as approved on 6/12/07 and 6/14/07, section 2,  
Consideration To The Town By The District,



**Tops.** FORM 4880S

**RECEIPT**

NO. 5816

CASH  
 CHECK

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	1.00
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

LAW OFFICES  
**BOYLE, PECHARICH, CLINE,  
WHITTINGTON & STALLINGS, P.L.L.C.**

ROBERT S. PECHARICH  
BARRY B. CLINE\*  
WILLIAM R. WHITTINGTON  
JOHN C. STALLINGS  
DONALD C. ZAVALA, JR  
G. EUGENE NEIL

125 NORTH GRANITE STREET  
PRESCOTT ARIZONA 86301-3001  
TELEPHONE: (928) 445-0122  
FAX NO.: (928) 445-8021

JAMES P. BOYLE, JR. (1913 - 2003)  
JOHN S. REGAN (1952 - 2002)

MAILING ADDRESS:  
P.O. BOX 1191  
PRESCOTT, ARIZONA 86302-1191

\*CERTIFIED TRUST AND  
ESTATE LAW SPECIALIST,  
ARIZONA BOARD OF LEGAL  
SPECIALIZATION

January 12, 2009

Mr. Walt Good  
Deputy Town Clerk  
Town of Clarkdale  
P.O. Box 308  
Clarkdale, Arizona 86324

Re: Fire District/Release of Deed Restrictions

Dear Walt:

I am happy to enclose the original recorded Release of Deed Restrictions executed by Arizona Title Insurance (First American Title). Please deliver the enclosed to the Fire District. This should conclude the matter.

If you have any questions, please do not hesitate to contact me by telephone.

Sincerely,

BOYLE, PECHARICH, CLINE  
WHITTINGTON & STALLINGS, P.L.L.C.



Robert S. Pecharich

rsp/ht:good5.let  
RSP/CLARKDALE

FEE  
\$5  
\$8  
\$5  
\$1  
\$13  
814

When Recorded Return To:

**FOLDER:**

Robert S. Pecharich, Esq.  
Boyle, Pecharich, Cline,  
Whittington & Stallings, P.L.L.C.  
P.O. Box 1191  
Prescott, Arizona 86302-1191



B-4640 P-464  
Page: 1 of 2  
R 4283992

DOCUMENT CAPTION:

RELEASE OF DEED  
RESTRICTIONS



STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded  
COUNTY OF MARICOPA }  
In DOCKET and indexed in DEEDS

Fee No.

at the request of

When recorded, mail to:  
CLARDALE REALTY, INC.  
P. O. BOX 8  
CLARDALE, ARIZONA

Witness my hand and official seal.

N. C. KELLY MOORE, County Recorder

By

Deputy Recorder

Compared

Photostated

Fee:

### Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**CLARDALE REALTY, INC.**

do hereby convey to

**JOSEPH R. SELMA and IDA M. SELMA and EMIL MONGINI and CATHERINE P. MONGINI**

the following real property situated in Maricopa County, Arizona:

A tract of land in the SW $\frac{1}{4}$  of Section 21, T16N, R3E of GASPAR, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at a point on the east 100 foot R/W line of U. S. Highway 89-A that lies N41°31'W, 1096.7 feet from the SW corner of said Section 21; thence S68°04'E, 93.7 feet along said R/W line to a point of curvature; thence S36.6 feet along said R/W line on a spiral curve to the right, the chord of which curve bears S36°30'E; thence N33°28'E, 623.5 feet; thence N52°33'W, 615.0 feet; thence S42°18'W, 535.0 feet; thence S15°04'W, 159.3 feet, more or less to the POINT OF BEGINNING.

Comprising 9.75 acres, more or less.

Subject to the restriction that the buyers are limited to commercial usage of property and their respective residences for a period of three years.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 10<sup>th</sup> day of May, 1961.

**CLARDALE REALTY, INC.**

*W. C. Linnaker, Jr.*  
W. C. Linnaker, Jr.  
Vice President

STATE OF

This instrument was acknowledged before me

State of Arizona

County of YAVAPAI

On this the 10<sup>th</sup> day of May, 1961, before me,

*Patsy Schellhardt*, the undersigned, a Notary Public, personally

appeared *W. C. Linnaker, Jr.*, who

acknowledged himself to be the Vice President of

*Clardale Realty, Inc.* a corporation, and that he, as such

being authorized so to do, executed the foregoing

instrument for the purposes therein contained, by signing the name of the corporation by himself

as

In witness whereof I hereunto set my hand and official seal.

My Commission Expires

My Commission Expires Oct. 3, 1964

*Patsy Schellhardt*  
NOTARY PUBLIC

I do hereby certify that the within instrument was filed and recorded at the request of Town of Clarkdale  
on FEB 19 78-8 40 AM o'clock Book 1002 Official Records Page 834

Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

INDEXED

Microfilm

PATSY S. JENNEY, County Recorder

By Carol Rice

Deputy

When recorded mail to:

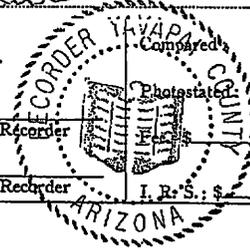
Town of Clarkdale  
P.O. Box 116  
Clarkdale, Az. 86324

Witness my hand and official seal.

County Recorder

By

Deputy Recorder



### Warranty Deed

100

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Selna and Mongini Investments, a limited partnership

do hereby convey to

Town of Clarkdale

the following described property situated in Yavapai County, Arizona:

Lots 7 and 8, Block 14, Centerville,  
according to the plat of record on  
file in the office of the Yavapai  
County Recorder in Book 2 of Maps,  
Page 79.

Subject to all matters of record.

This conveyance is granted with the condition that said lots shall be used by the Town of Clarkdale for a Fire Department Station. In the event said lots are not used for such purpose within a reasonable time, said lots shall be deeded back to the Grantee.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated this 21st day of November, 1975.

STATE OF Arizona }  
County of Yavapai } ss.

This instrument was acknowledged before me this 21st day of November, 1975, by Emil Mongini and J. R. Selna.

Stage E. Beard  
Notary Public.

My commission will expire 8-9-79

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

My commission will expire .

Notary Public.

BOOK 1002 PAGE 834

I do hereby certify that the within instrument was filed and recorded at the request of Boyle Brown, Eaton & Leharich  
on Aug 9 '78 4:30 PM o'clock Book 1158 Official Records Page 809

Records of Yavapai County, Arizona. WITNESS my hand and official seal the day and year first above written.

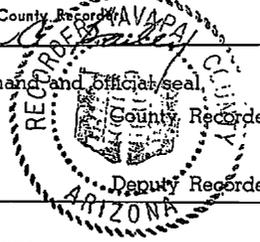
PATSY C. JENNEY, County Recorder  
By [Signature] Deputy

INDEXED

When recorded, mail to  
Town of Clarkdale  
P.O. Box 116  
Clarkdale, Arizona 86324

Witness my hand and official seal.  
County Recorder  
By [Signature] Deputy Recorder

Compared Photostated Fee: 5.00



Order No. 7060 SPECIAL WARRANTY DEED

For the consideration of Ten and 00/100 Dollars and other valuable considerations, the ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as TRUSTEE, the Grantor herein, does hereby convey to

TOWN OF CLARKDALE

the Grantee, the following described real property situate in Yavapai County, Arizona:

Lots 7 and 8, Block 14, CENTERVILLE, according to the plat of record on file in the office of the Yavapai County Recorder in Book 2 of Maps, Page 79.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, right of way and easements of record.

ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, is named as Trustee under Trust No. 7060 as set forth and more particularly described in that certain Declaration of Trust and Affidavit recorded February 23, 1977 in Book 1060, Page 288 in the records of the County Recorder of Yavapai County.

This conveyance is granted with the condition that said lots shall be used by the Town of Clarkdale for a Fire Department Station. In the event said lots are not used for such purpose within a reasonable time, said lots shall be deeded back to the Grantor.

And the Grantor binds itself and its successors to warrant the title as against all its acts and none other, subject to the matters above set forth.

IN WITNESS WHEREOF, the ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized, this 7th day of July, 1978

ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee  
By [Signature]  
C. B. Cunningham, Trust Officer ~~Secretary~~

STATE OF ARIZONA, }  
County of Maricopa } ss.

On this the 7th day of July, 1978, before me, the undersigned officer, personally appeared C. B. Cunningham who acknowledged himself to be the

~~Trust Officer~~ Trust Officer of the ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

In witness whereof I have hereunto set my hand and official seal.

My Commission Expires August 19, 1979

[Signature]  
Notary Public