



Contract Number: CT.PW. 144449
Effective Date: 6-3-14
Term Date: 6-3-14
Cost: \$1,108,060.00
Revenue: _____
Total: _____ NTE: _____
Renewal By: 3-1-19
Term: 6-3-19
Reviewed by: JL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 3, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Acquisition Agreement for the purchase of property from COPE Properties LLC, an Arizona Limited Liability company for \$1,108,060.00. Building is needed to relocate Theresa Lee and South Clinics from their current Functional Obsolescence facilities.

Address or General Location: 1493 W. Commerce Court.

Tax Parcel Number: 138-24-4060

Purchase Price: \$1,108,060.00

Terms: Close of Escrow to be 120 days upon BOS Approval or 30 days after release of necessary releases or consents.

County's Estimated Value: \$1,108,060.00

Estimated Closing Costs: \$8,060.00

Size and Type of Property to be Acquired: 12,046 Square Foot Office Building and 1.327 acres of land.

Zoning: I-1 (Light Industrial)

STAFF RECOMMENDATION(S):

It is recommended that the Pima County Board of Supervisors approve and the Chair execute the acquisition agreement to purchase property and building from COPE Properties LLC for \$1,108,060.00.

Page 1 of 2

Ver. 1

Vendor - 1

Pgs. 26

To: COB - 5-21-14

Agenda - 6-3-14

(3)

Procurement Dept 05/14/14 PM 00:00

PIMA COUNTY COST: \$1,08,060.00 and/or REVENUE TO PIMA COUNTY: \$ 0

FUNDING SOURCE(S): 2004 T Lee Clinic – GO Bonds

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES NO

Board of Supervisors District:

1 2 3 4 5 All

IMPACT:

IF APPROVED: County will purchase the COPE Building to Relocate the Theresa Lee and South Clinics to a modern facility.

IF DENIED: County will be required to look elsewhere for another facility or reevaluate the need for a modern facility.

DEPARTMENT NAME:  Public Works Real Property Services

CONTACT PERSON: Bill Satterly TELEPHONE NO.: (520)724-6318

**PIMA COUNTY DEPARTMENT OF:
REAL PROPERTY SERVICES**

PROJECT: Acquisition of COPE Facility

**SELLER: COPE Properties L.L.C., an Arizona
Limited Liability Company**

**AMOUNT: Maximum \$1,108,060.00,
including closing costs**

CONTRACT

NO. CT.PW-1400000000000000449

AMENDMENT NO. _____

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

PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement (the "**Agreement**") is made between PIMA COUNTY, a body politic and corporate of the State of Arizona ("**County**" or "**Buyer**"); and COPE Properties L.L.C., an Arizona Limited Liability Company ("**Seller**"). County and Seller are collectively referred to herein as the "**Parties**"; and individually as a "**Party**".

2. **BACKGROUND AND PURPOSE.** The Parties acknowledge that the following statements are true and correct:

2.1. To the best of Seller's knowledge, and subject to title examination, Seller owns all right, title and interest in the real property in Pima County, Arizona, consisting of the parcels as described on **Exhibit A** and depicted on **Exhibit A-1**, all of which, together with all improvements located thereon, and all wells, water rights and mineral rights associated with said parcel, if any, including any and all Type 2 Water Rights, if any, are hereinafter referred to as the "**Property**".

2.2. The purpose of this Agreement is to set forth the terms and conditions upon which Seller shall sell the Property to County.

3. **AGREEMENT DATE.** This Agreement shall be effective on the date Seller and

Page 1 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.

Board of Supervisors Approval:

Agent: BS

File:11283-001

Activity #:

P [X] De [] Do [] E []

Buyer have executed this Agreement (the "**Agreement Date**"). The date Buyer signs is the date this Agreement is signed by the Chairman of the Pima County Board of Supervisors.

4. **SALE OF PROPERTY.**

4.1. Purchase Price. The purchase price of the Property shall be One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "**Purchase Price**").

4.2. Payment of Purchase Price. The Purchase Price shall be paid in full at Closing payable to Title Company by County check.

5. **SELLER'S COVENANTS.**

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

5.2. Personal Property. Owner shall remove all other personal property from the Property prior to closing; County may remove, retain or dispose of any personal property that remains on the Property after Closing.

5.3. Risk of Loss for Damage to Improvements. Seller shall bear the risk of loss or damage to the Property prior to Closing. After Closing, the risk of loss or damage to the Property shall rest with Buyer.

5.4. Government Approvals. Seller shall obtain all government approvals required to close the sale of the Property, if any. If Seller is unable or unwilling to secure such approvals, Buyer's sole remedy is to cancel this Agreement.

5.5. Use of Property by Seller. Seller shall, during the term of this Agreement, use the Property on a basis substantially comparable to Seller's historical use thereof.

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> D <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Seller 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. Seller 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 Seller will be unable to cause to be released before Closing.

5.6. No Encumbrances. Seller shall not encumber the Property with any lien that Seller will be unable to cause to be released before Closing. Seller covenants and agrees that from and after the Agreement Date through the Closing, Seller shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property, and that the recording of any such covenant, deed restriction, or other encumbrance, shall be a material breach of this Agreement and shall entitle County to terminate this Agreement.

6. INSPECTION AND ACCESS.

6.1. Inspection Period. For a period of forty-five (45) days commencing on the Agreement Date (the "**Inspection Period**"), Buyer (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 Seller, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Buyer shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Buyer shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Seller against, and hold Seller harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Buyer or Buyer's employees or agents, as a result of such Inspection.

6.2. Reports. Within ten (10) days after the Agreement Date, Seller shall provide copies to Buyer of any of the following that Seller may have, if any, 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

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any wells located on the Property. During the term of this Agreement, Buyer shall deliver to Seller 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 Buyer terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Seller. The delivery by Seller or Buyer 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.

6.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Buyer may elect, by giving written notice to Seller, 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.

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

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

7. ESCROW AND TITLE.

7.1. Title Company and Escrow Agent. The Title Company and Escrow Agent shall be Stewart Title & Trust of Tucson ("**Title Company**"), Kim Moss ("**Escrow Agent**")

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Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

and this Agreement shall be used as escrow instructions in connection with the escrow established with Escrow Agent under this Agreement (the "**Escrow**"). Escrow Agent shall make reasonably suitable arrangements with Buyer, upon Buyer's request, to have Buyer execute any of the documents to be executed by Buyer as provided in this Agreement at the office of Escrow Agent that is located the closest to the office of Buyer.

7.2. Title Commitment.

7.2.1. **COMMITMENT.** Escrow Agent will distribute to Buyer and Seller a Commitment for Standard Owner's Title Insurance (the "**Commitment**") together with complete and legible copies of all documents which will remain as exceptions to Buyer's policy of title insurance.

7.2.2. **PERMITTED EXCEPTIONS.** Seller shall deliver title to the Property at Closing subject only to the exceptions listed on **Exhibit B** hereto (the "**Permitted Exceptions**").

7.2.3. **AMENDED COMMITMENT.** In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an Exception(s) not previously disclosed, Buyer shall have five (5) days after receipt of the Amended Commitment for Title Insurance within which to object to the new Exception(s). If the Amended Commitment is issued less than five (5) days prior to the date of the Closing, then the date of the Closing shall be deemed to be extended until the end of the new Disapproval Period. If Buyer sends an Objection Notice, Seller may, within ten (10) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "**Cure Notice**"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement in which case the Agreement shall be terminated and of no further force and effect. If Buyer fails to give the Objection Notice to Seller on or before the expiration of the Inspection Period, Buyer shall be deemed to have waived the right to give the Objection Notice.

7.2.4. **MONETARY LIENS.** Notwithstanding the above, Buyer need not expressly object to any monetary liens and encumbrances on the Property, all of which

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Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

shall be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

7.3. Title Policy. At Closing, Escrow Agent shall furnish Buyer a Standard Owner's Title Insurance Policy for the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions in the policy, which Policy shall be paid for by Seller.

8. **CLOSING.**

8.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") shall take place at the offices of Escrow Agent. Closing shall be on or before the later of (a) 120 days after the date this Agreement is approved by the County or (b) 30 days after receipt of all necessary releases or consents from Lienholders. This contract shall terminate if closing has not occurred within 5 years after execution by County. However, in the event of delay in (b) above, County has the right to extend the Closing Date beyond 5 years upon approval by the Pima County Board of Supervisors.

8.2. Closing Costs. All escrow fees shall be equally divided between Seller and Buyer, and all recording and other costs related to the Closing shall be allocated by Escrow Agent in a manner customary with Escrow Agent's procedures in Pima County, Arizona. County's share of closing costs not to exceed \$8,060.00

8.3. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any, shall be prorated as of the date of the Closing. If Seller's entire owned parcel is larger than the Property then the proration of taxes shall be for the proportion of taxes assessed against Seller's entire parcel which is attributable to the Property.

8.4. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller, the following:

8.4.1. The Purchase Price;

8.4.2. Such additional documents as Seller or Escrow Agent may reasonably require in order to effectuate the Purchase.

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

8.5. Deliveries by Seller at Closing. At Closing, Seller or Escrow Agent, as appropriate, shall deliver to Buyer through Escrow the following:

8.5.1. 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;

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

8.5.3. Such additional documents as Buyer or Escrow Agent may reasonably require in order to effectuate the Purchase.

8.6. Delivery of Possession. Seller shall deliver possession of the Property to Buyer at Closing.

9. **ENVIRONMENTAL LIABILITIES.** Buyer and Seller agree that neither Party is assuming any obligation of the other Party relating to any potential liability, if any, arising from the environmental condition of the Property, each Party remaining responsible for its obligations as set forth by law.

10. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

10.1. Seller hereby warrants, to the best of their knowledge and belief, that, except as disclosed in writing to Buyer within ten (10) days of the Agreement Date:

10.1.1. it is aware of no environmental conditions on the Property that would constitute a violation of any environmental law of the United States or the State of Arizona and has no knowledge of any pending or threatened proceeding by any agency, court or other governmental entity related to environmental conditions on the Property;

10.1.2. it is aware of no pollutants, contaminants, toxic or hazardous

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Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

substances, and that during Seller's ownership of the Property no wastes or materials have been stored, used or are located on the Property, or within any surface or subsurface waters thereof; and that no underground storage tanks have been located on the Property;

10.1.3. it is not aware of any pending or threatened administrative proceedings, arbitrations, lawsuits or other legal proceedings or claims by governmental agencies or third parties concerning the Property which would in any way affect, encumber or limit Buyer's fee title ownership of the Property;

10.1.4. it has no knowledge of any notice of violations from any governmental agency of any applicable local, state or federal ordinance, statutes, regulations or rules whether filed or threatened regarding the Property; and

10.1.5. Seller shall make available to Buyer all documents described in Section 7.2.

10.2. Seller represents that there are no leases, rental agreements, or agreements permitting someone to use or occupy any portion of the Property.

10.3. All representations and warranties contained herein shall survive the Closing.

11. **BROKER'S COMMISSION.** No broker or finder has been used by Buyer and Buyer owes no brokerage or finder's fees related to this transaction. Seller has sole responsibility to pay all brokerage or finder's fees to any agent employed by Seller.

12. **DEFAULT, REMEDIES, AND CONDITIONS PRECEDENT.** In the event either Party shall default under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement, except that to the extent a Party seeks a recovery of damages, damages shall be limited to recovery of actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitration violations caused by a wrongful failure of Seller to perform) and neither Party shall be entitled to exemplary, punitive, special, indirect or consequential damages.

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Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

13. **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.

Exhibit A Legal Description of Property

Exhibit A-1 Depiction Map Showing Property

Exhibit B Permitted Exceptions

Exhibit C Form of Special Warranty Deed for Property

14. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions shall apply to this Agreement:

14.1. Notices.

14.1.1. 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, telecopy/fax to the telecopies/fax numbers indicated below or e-mail to the e-mail addresses indicated below).

14.1.2. 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 facsimile on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by facsimile on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (e) 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; (f) the next business day, if delivered by overnight courier; or (g) three (3) days following deposit in the mail, if delivered by mail postage prepaid, addressed to that Party at his/her/their/its

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

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 fifteen (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.

14.1.3. 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.

14.1.4. NOTICE TO ENTITY. Any notice to an entity shall be deemed to be given on the date specified in this Paragraph 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.

14.1.5. ADDRESS. All notices shall be addressed as follows, provided that any Party entitled to receive notice hereunder may from time to time designate to the other Party, in writing and given in accordance with this Section, a different address for service of notice:

If to Seller:

Rod J. Cook, MBA
82 S. Stone Ave.
Tucson, AZ 85701
Telephone: 520.792.3293
Email: rcook@copecommunityservices.org

With a copy to: N/A

If to Pima County:

Page 10 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Neil Konigsberg, Manager
Pima County Real Property Services
201 N Stone Ave, 6th Floor
Tucson, AZ 85701-1207
Telephone: 520.724.6582
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, Ste 2100
Tucson, AZ 85701-1412
Telephone: 520.740.4025
E-mail: Tobin.Rosen@pcao.pima.gov

If to Escrow Agent:

Kim Moss, Escrow Agent
Stewart Title & Trust of Tucson
7225 N. Oracle Rd, Ste 105
Tucson, AZ 85704
Telephone: 520.570.0365
E-mail: kmooss@stewartaz.com

14.2. Place of Execution. This Agreement is made and executed in Pima County.

14.3. Governing Law. This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of Arizona.

14.4. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

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14.5. Interpretation. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties. This Agreement shall not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14.6. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon his own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

14.7. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the terms and conditions of this Agreement.

14.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the Parties shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission of a counterpart signature page hereof.

14.9. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party shall be entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorneys fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which shall be set by the judge and not by jury, to which the prevailing Party may be entitled.

14.10. Binding Affect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

14.11. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement shall have any rights

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Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

under this Agreement, except as expressly provided in this Agreement.

14.12. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

14.13. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture, or to authorize any Party to act as agent for or representative of any other Party.

14.14. No Waiver. A Party may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party hereto to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

14.15. Breach. The repudiation, breach, or failure to perform any obligation arising under this Agreement by a Party after reasonable notice thereof shall be deemed a repudiation, breach, and failure to perform all of such Party's obligations arising under this Agreement.

14.16. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement. The failure to timely perform an obligation arising hereunder shall be deemed a failure to perform the obligation.

14.17. 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 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.

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Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Buyer and Seller have executed this Agreement as of the dates set forth below.

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

Chair, Board of Supervisors

Date

ATTEST:

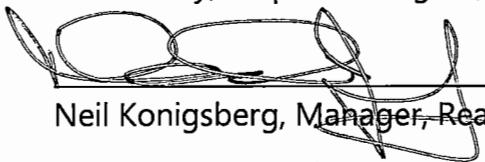
Lori Godoshian, Clerk of Board of Directors

Date

RECOMMENDED TO THE BOARD OF SUPERVISORS FOR APPROVAL:

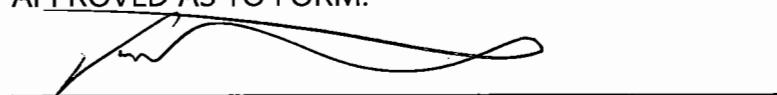


Bill Satterly, Acquisition Agent, Real Property Services



Neil Konigsberg, Manager, Real Property Services

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney, Civil Division

SELLER:

Page 14 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

COPE Properties L.L.C., an Arizona Limited Liability Company

Thomas H. Donovan

Signature

3/27/11

Date

THOMAS H DONOVAN

Print Name

CEO

Its

Tax Code: **138-24-4060**

Page 15 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Exhibit A
Description of Property

Page 16 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Order Number: 14420035

Exhibit "A"

Exhibit A

PARCEL 1:

Lot 2 of The Final Plat for COPE COMMUNITY SERVICES, a subdivision of Pima County, Arizona, according to the plat of record in the office of the County Recorder in Book 2013 of Maps and Plats, page 2200492; Affidavit of Scrivener's Error recorded in Sequence No. 2013-3170385.

(formerly being a portion of Lot 10, of Amended Plat of Midvale Park Commerce Center, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 36 of Maps and Plats, page 56.)

EXCEPT all rights of whatsoever nature in and to the use of all waters, including effluent, lying within or appurtenant to said land, as reserved by Deed recorded in Docket 7034, page 842.

PARCEL 2:

A non-exclusive right and non-exclusive easement of enjoyment in and to the Common Area and reasonable access thereto, as further defined in Declaration and Establishment of Protective Covenants, Conditions and Restrictions recorded in Sequence No. 2013-2200493.

Exhibit A-1
Depiction Showing Property

Page 17 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Exhibit "A-1"

Cope Properties LLC

SECTION 15
TOWNSHIP 15 SOUTH
RANGE 13 EAST



Exhibit B
Permitted Exceptions

Page 18 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

SCHEDULE B

Exhibit "B"

Order Number: 14420035

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. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.

This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

2. Reservations, exceptions, easements or rights in Patents or in Acts authorizing the issuance thereof.
3. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 35 of Maps and Plats at page 26; in Book 36 of Maps and Plats at page 56 and in Sequence No. 2013-220492; Affidavit of Scrivener's Error recorded in Sequence No. 2013-3170385.
4. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 6827, page 871.
5. Easement for communication facilities and other facilities, and rights incident thereto, as set forth in instrument recorded in Docket 6940, page 546.
6. Liabilities and obligations that may imposed upon said land by reason of its inclusion within Historic Zone as set forth in instrument recorded in Docket 7015, page 884.
7. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 7019, page 1082.
8. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 7107, page 1672 and in Docket 7419, page 1;

Amended in Docket 7828, page 813;

SCHEDULE B (Continued)**Exhibit "B"**

Order Number: 14420035

Amended in Docket 7939, page 1135 and re-recorded in Docket 8551, page 401;
Amended in Docket 8518, page 1977 and re-recorded in Docket 8551, page 407;
Amended in Docket 8552, page 1609;
Amended in Docket 9651, page 50;
Amended in Docket 10040, page 1680;
Amended in Docket 10068, page 1664.

9. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 7377, page 639.
10. Provisions within Resolution No. 1986-60 establishing The Los Reales Improvement District of Pima County recorded in Docket 7773, page 1423.
11. Easement for water pipe lines, and rights incident thereto, as set forth in instrument recorded in Docket 8208, page 755.
12. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Investment Cost Sharing Covenant recorded in Docket 8518, page 2000.
13. Inspection results as disclosed in instrument recorded in Docket 8871, page 1984.
14. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Docket 11690, page 2845 and re-recorded in Docket 12221, page 2468;
Notice of Association recorded in Docket 12375, page 8020.
15. Easement for electric transmission lines or systems and communication facilities, and rights incident thereto, as set forth in instrument recorded in Docket 13100, page 446.
16. Easement for electric transmission lines or systems, and rights incident thereto, as set forth in instrument recorded in Docket 13392, page 2076.
17. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded in Sequence No. 2013-2200493.

SCHEDULE B (Continued)

Exhibit "B"

Order Number: 14420035

18. Matters shown on survey recorded in Book 45 of Maps, page 78 and in Book 48 of Record of Surveys at page 43.
19. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within any wash or arroyo or flood zone area.
20. 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.
21. Any rights or encroachments by reason of common improvements shared by the property described in Schedule A and that property located adjacent of the subject property which are not disclosed by those public records which impart constructive notice.

Exhibit C
Form of Special Warranty Deed for Property

Page 19 of 19

EXEMPTION: A.R.S. § 11-1134.A.3.		Board of Supervisors Approval:	
Agent: BS	File:11283-001	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

SPECIAL WARRANTY DEED

For valuable consideration, COPE Properties L.L.C., an Arizona Limited Liability Company ("Grantor"), does 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 the matters above set forth.

Dated this _____ day of _____, 2014.

By: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____, 2014,
by _____ as _____ of _____.

Notary Public

My Commission Expires:

EXEMPTION: A.R.S. §11-1134.A.3.	Board of Supervisors:	Right of Way [] Parcel []
Agent: BS	File #: 11283-001	Activity #: _____ <input checked="" type="checkbox"/> P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>