



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: December 7, 2021

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Stratford ArtWorks, Inc., an Arizona non-profit corporation ("SAW")

***Project Title/Description:**

Acquisition Agreement – 384 South Meyer Avenue; Acq-1057

***Purpose:**

The acquisition of the Teatro Carmen ("Property") by Pima County will provide a means for the rehabilitation/restoration of the property and improve its value as a cultural and historic landmark by both updating and preserving the property as a multi-use venue.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Acquire title to the Property in the name of Pima County. The rehabilitation and restoration of the Property will improve the community, promote economic development, and is consistent with the County's Sonoran Desert Conservation Plan, Historic and Cultural Conservation element. The Arizona Revised Statutes permit the County to contribute funds toward economic development (A.R.S. § 11-254 and 11-254.04). A separate Joint Development Agreement for Renovation of Teatro Carmen will be considered by the Board as a separate agenda item. This acquisition is subject to Board approval of the Development Agreement. The proposed restoration efforts include creating a multi-use venue with a theater, restaurant, and outdoor patio area. When the project is completed the County intends to enter into an Operating Agreement with SAW to operate the Property.

***Public Benefit:**

The acquisition of the Property will provide for the rehabilitation, restoration and improvement of a sensitive cultural and architecturally historic landmark property.

***Metrics Available to Measure Performance:**

The total acquisition amount of \$1,100,268.00 includes the purchase price of \$1,093,268.00 and up to \$7,000.00 in closing costs

***Retroactive:**

No.

Attachment: Location Map

DEC 02 2021 08:08 PM
AFB

TO: COB 12-2-21 @
VERS. 1
PGS.: 20
ADDENDUM

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 22*0172
Commencement Date: 12/7/2021 Termination Date: 3/7/2022 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 1,100,268.00 * Revenue Amount: \$

*Funding Source(s) required: General fund transfer from Finance General Governmental Revenue to Capital Project Fund

Funding from General Fund? Yes No If Yes \$ 1,100,268.00 %

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jim Rossi

Department: Real Property Services

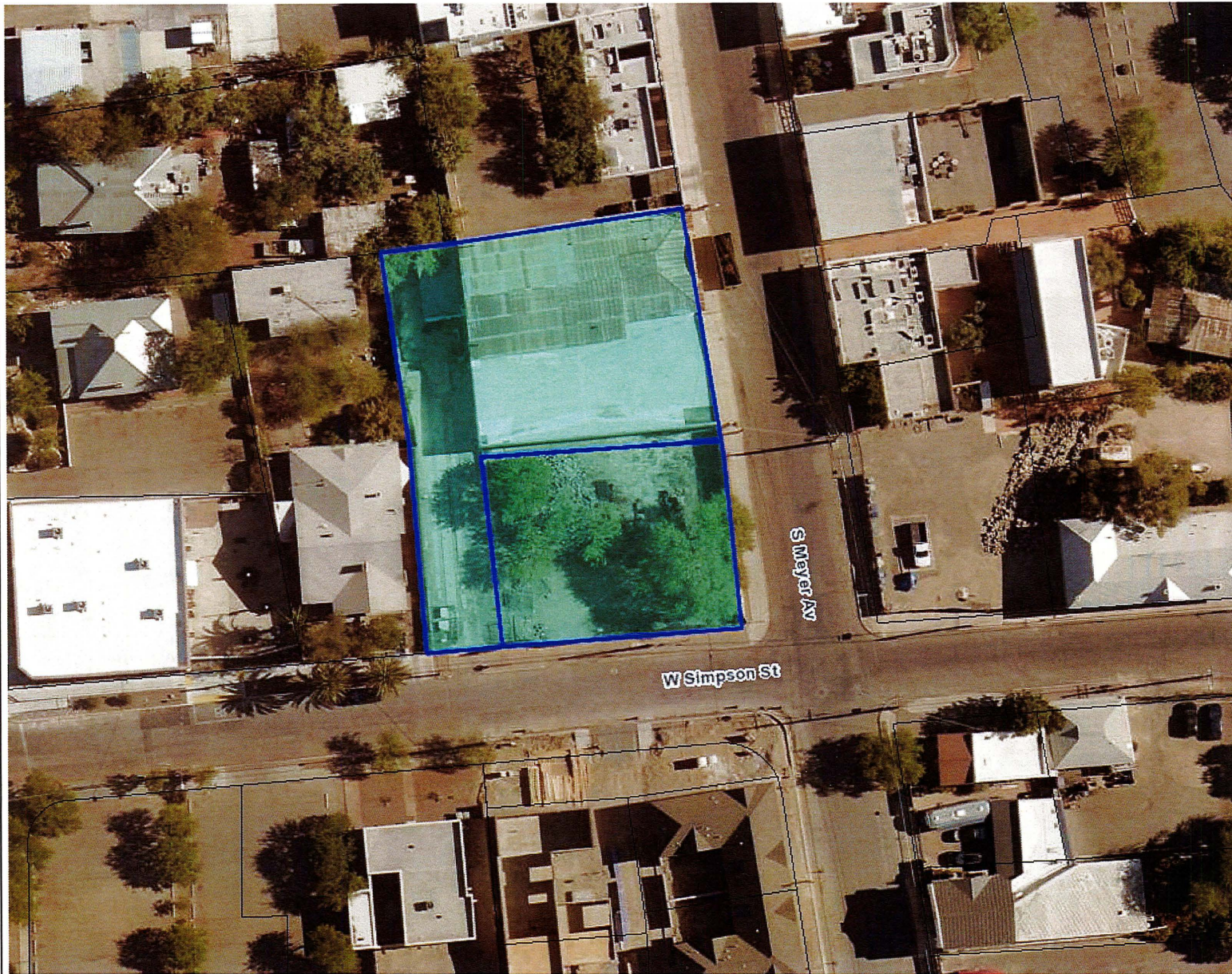
Telephone: 520-724-6318

Department Director Signature: Date: 12/2/2021

Deputy County Administrator Signature: Date: 12/2/2021

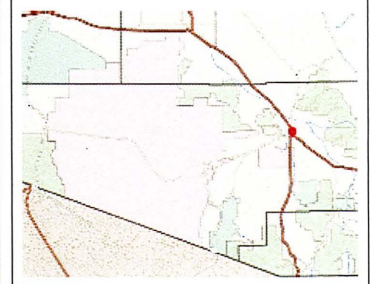
County Administrator Signature: Date: 12/2/2021

Teatro Carmen

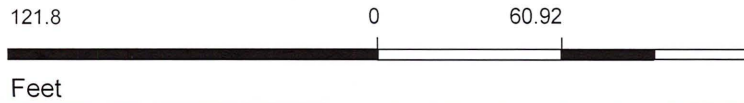


Legend

Parcels

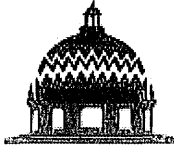


Notes:



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

5/3/2021



PIMA COUNTY
REAL PROPERTY

ACQUISITION AGREEMENT

ADV Contract Number: CT-RPS-22*0172

1. **Defined Terms.** The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("**Agreement**"):

1.1. Seller: Stratford Art Works, Inc., an Arizona non-profit corporation

1.2. Buyer: Pima County, a political subdivision of the State of Arizona

1.3. Purchase Price: the sum of One Million Ninety-Three Thousand Two Hundred Sixty-Eight Dollars (\$1,093,268.00) which (i) includes unpaid interest on the existing note and deed of trust ("**Loan**") that encumbers the Property calculated through December 31, 2021, and (ii) if this transaction closes after December 31, 2021, the unpaid prorated interest due on said note plus penalties, if any, shall be added to the purchase amount.

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Seven Thousand Dollars (\$7,000.00)

1.5. Title Company: Title Security Agency of Arizona

1.6. Effective Date: the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Buyer executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.

1.7. Property: the real property legally described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.

1.8. Removed Exceptions: none; Schedule B shall contain only the items shown and listed on **Exhibit B**

1.9. Seller's Address: 308 E 2nd Street, Tucson, AZ 85702; e-mail: herbstratford@yahoo.com

1.10. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Purchase of Property; Right of Entry.** Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Property;

3.2. The right for Buyer, its agents and contractors, to enter upon the Property (the "**ROE**") prior to closing to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Property. Buyer shall indemnify and defend Seller and hold Seller harmless for, from and against all loss, liability, damage, injury, and claims resulting from Buyer's testing inspection of, or entrance onto the Property under this ROE; provided, however, that Buyer shall not be responsible or liable for any pre-existing condition on the Property except to the extent that it is made worse by Buyer. This indemnity shall survive the closing of this transaction (or if this transaction does not close, the termination of this Agreement).

4. **Seller's Warranties.**

4.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Property.

4.2. Wells and Water Rights. Seller warrants that, other than as described in the Property Materials, to the best of Seller's knowledge there are no wells on the Property or water rights associated with the Property. Seller agrees to assign and transfer to Buyer effective upon Closing, any and all wells or water rights certificated or claimed appurtenant to the Property. Seller shall execute all documents reasonably necessary to effectuate such transfer.

4.3. Underground Improvements. Seller warrants that, other than as described in the Property Materials, to the best of Seller's knowledge there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Property.

5. **Condition of Property**. Seller purchased the Property in June 2021. The building and other improvements on the Property are in poor condition and substantial restoration and renovation is needed. Seller's use of the Property has been limited as there has been no certificate of occupancy allowing typical use for many years. Seller has provided to Buyer the Property Materials, defined below. Buyer acknowledges and agrees that it has had or, prior to the Closing, Buyer will have the opportunity to make its own examination, inspection and investigation of the condition of the Property, and the building and other improvements located thereon, including, without limitation, all matters pertaining to compliance with Environmental Laws, defined below, at the Property, all matters concerning the Property with respect to taxes, assessments, bonds, income and expense data, zoning, historical designation, permits and other matters as Buyer deems necessary or appropriate, and Buyer is entering into this Agreement and purchasing the Property based upon Buyer's opportunity to conduct its own inspections and investigations. and the representations, warranties and covenants expressly made by Seller in this Agreement. Buyer acknowledges and agrees that it is acquiring the Property in its "AS IS" condition, subject only to the representations, warranties and covenants expressly made by Seller in this Agreement.

6. **Closing Costs and Prorations.**

6.1. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

6.1.1. All escrow fees shall be equally divided between Seller and Buyer. Recording fees, if any, will be paid by Buyer.

6.1.2. Seller will pay for a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price. In the event Buyer desires an Extended Owners Title Policy, or any specific endorsements to the Standard Owner's Title Insurance Policy, Seller will pay that portion of the premium allocable to a Standard Owner's Title Insurance Policy, and Buyer will pay that portion of the premium allocable to the additional coverage.

6.1.3. Seller will pay the full amount owed under the Loan and all costs associated with the release of the Loan encumbering the Property ("**Release**").

6.2. Prorations. Property taxes and rents will not be prorated but shall be paid by the Buyer at Closing. The parties acknowledge there are no assessments due against the property. Seller and Buyer agree the Purchase Price reflects total amounts due for the transfer of title free and clear of monetary encumbrances and the Buyer shall be credited the remaining impounded funds of \$936.43 held on account with Title Security Agency Loan Servicing.

6.3. Buyer's Total Costs. Buyer may pay other Closing Costs but Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

7. **Escrow and Title.**

7.1. Escrow. Title Security Agency of Arizona ("**Title Company**") will act as Escrow Agent. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**"). Title Company will make reasonably suitable arrangements with either Party, upon that Party's request, to have the Party execute any of the documents to be executed by that Party as provided in this Agreement at the office of Title Company that is most convenient for Buyer.

7.2. Title Commitment. Within 5 days of the Effective Date, Escrow Agent will distribute to the Parties 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.

7.3. 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 fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the

disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time, Seller shall be deemed to have elected not to cure such items. If Seller elects not to, or is deemed to have elected not to, cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

7.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

8. **Closing.**

8.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") will take place at the office of Title Company on or before December 30, 2021, provided, however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders (defined below). Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within ninety (90) days after execution by Buyer.

8.2. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller through Escrow the following:

8.2.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check which shall be in a form such that the funds are immediately available and delivered to Seller upon Closing and recording of the Special Warranty Deed; and

8.2.2. Such additional documents as Seller or Escrow Agent may reasonably require to effectuate the purchase.

8.3. Deliveries by Seller at Closing. At Closing, Seller shall deliver to Buyer through Escrow the following:

8.3.1. An executed Special Warranty Deed in the form of **Exhibit C**;

8.3.2. If requested by Buyer, 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 Grandfathered Type 2 water rights, if any;

8.3.3. A Standard Owner's Title Insurance Policy for the Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit B** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit B**, all monetary liens and encumbrances on the Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance; and

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

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

8.5. Security Interests. Monies payable under this Agreement may be due lienholders (the "**Lienholders**") with respect to the Loan, up to and including the total amount of unpaid principal, interest and any penalty on such. Seller shall pay the full amount owed to the Lienholders from the Purchase Price funds and cause the Release to thereafter be obtained and recorded.

8.6. **Condition to Closing**. The Parties acknowledge and agree that the Closing on the sale of the Property and Seller's obligation to sell the Property to Buyer on the terms described in this Agreement are contingent upon the Parties executing that certain Joint Development Agreement for Renovation of Teatro Carmen ("JD Agreement") on such terms as may be agreed to by the Parties, and delivery of the fully executed JD Agreement at or before Closing shall be a condition precedent to Seller's obligations under this Agreement. In the event the JD Agreement is not fully executed and delivered by the Parties at or before the Closing, this Agreement may be terminated by either Party and the Parties shall have no further obligations under this Agreement.

9. **Seller's Covenants.**

9.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Seller represents that as of closing there will be no personal property located on the Property.

9.2. No Salvage. Seller shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this does not prohibit Seller from removing personal property prior to the Closing. In addition, prior to Closing, the Property will not be materially degraded or otherwise materially changed in any aspect, reasonable wear and tear excepted, by Seller.

9.3. Risk of Loss for Damage to Improvements. Seller bears the risk of loss or damage to the Property prior to Closing. After Closing, the risk of loss or damage to the Property rests with Buyer.

9.4. Government Approvals. Seller shall obtain all government approvals required for Seller to close the sale of the Property, if any.

9.5. Use of Property by Seller. Seller shall, prior to the Closing, use the Property on a basis substantially comparable to Seller's historical use thereof. 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 able to cause to be released before the Closing.

9.6. No Encumbrances. Seller shall not encumber the Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Property before Closing without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property. The recording of any such covenant, deed restriction, or other encumbrance by Seller or any third-party is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

9.7. Reports. Seller has provided to Buyer copies of the following documents: ALTA/NSPS Land Title Survey prepared by Darling Geomatics, dated June 2, 2021; Phase I Environmental Ste Assessment prepared by Terracon Consultants Inc., dated April 26, 2021; Appraisal prepared by AXIA Appraisals dated May 27, 2020; Settlement Statement, Special Warranty Deed, Deed of Trust, Security Agreement and Assignment of Leases and Rents, Declaration of Right of First Offer to Purchase Real Property, Declaration of Memorial Plaque, and title commitment and/or title policy related to Seller's acquisition of the Property from Bacon Industries, Inc. ("**Property Materials**"). Seller makes no representation or warranty whatsoever with respect to the Property Materials except to the extent of the representations and warranties expressly made in this Agreement.

10. **Environmental.**

10.1. Environmental Representations. 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. Seller represents and warrants that, to the best of Seller's knowledge, and except as disclosed in the Property Materials: no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property or within any surface or subsurface waters thereof in violation of any Federal, state and local environmental laws, regulations and ordinances ("**Environmental Law**"); that no underground tanks are located on the Property; that the Property is in compliance with all applicable Environmental Laws; and that no legal action of any kind is pending or threatened with respect to the Property. As used in this Agreement, "to the best of Seller's knowledge" or words of similar import means and shall be limited to, the actual knowledge (as distinguished from implied, imputed or constructive) of Herbert R. Stratford IV with without such person having any obligation or duty to investigate.

10.2. Environmental Inspection Rights.

10.2.1. From and after the Effective Date, Seller shall permit Buyer to conduct such inspections of the Property as the Buyer deems necessary to determine the environmental condition of the Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of Buyer, but not later than an additional one hundred eighty (180) day extension.

10.2.2. If any environmental inspection reveals the presence of contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "**Objection Notice**"). If Buyer sends an Objection Notice, Seller may, within five (5) 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, Seller shall be deemed to have elected not to cure the items in the Cure Notice. If Seller's Cure Notice is not acceptable to Buyer or if Seller is deemed to have elected not to cure the items in the Cure Notice, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

11. **Broker's Commission.** Each Party represents and warrants to the other that it has dealt with no real estate broker or agent in connection with the subject matter of this Agreement, and, consequently, each Party hereby agrees to indemnify the other and to hold the other harmless from and against any and all claims, demands, and obligations with respect to the payment of any real estate brokerage commission or fee to any party in connection with the subject matter of this Agreement resulting or arising from the acts of the indemnifying Party.

12. **Default, Remedies, and Conditions Precedent.** In the event a Party materially breaches or becomes in default under this Agreement, this Agreement may be terminated in the event the material breach or default remains uncured for a period of 10 days (or such longer period of time as may reasonably be required to cure the breach or default so long as the breaching Party commences such cure within 10 days and thereafter diligently prosecutes such cure to completion) following the non-breaching Party providing written notice of the breach or default to the breaching Party. In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific performance. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitrage violations caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

13. **Exhibits.** The following Exhibits are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement are not available at the execution thereof, they will be added by the Parties prior to Closing and will be in form and substance reasonably satisfactory to the Parties.

- Exhibit A** **Description of Property**
Exhibit A-1 **Depiction Showing Property**
Exhibit B **Permitted Exceptions for Property**
Exhibit C **Form of Deed for Property**

14. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

14.1. Notices.

14.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Buyer's address.

14.1.2. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any Party entitled to notices hereunder may from time to time designate to the other Parties, in writing and given in accordance with this Section, a different address for service of notice.

14.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

14.3. 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.

14.4. Interpretation. This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will 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.

14.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's 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.

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

14.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

14.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's 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 will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

14.9. Binding Affect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

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

14.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

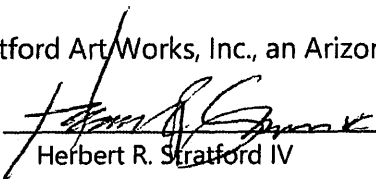
14.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

14.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

14.15. 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 Buyer 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.

Seller's Approval and Acceptance:

Stratford Art Works, Inc., an Arizona non-profit corporation

BY:  _____
Herbert R. Stratford IV

ITS: President

Date: 12.2.21

Buyer's Approval and Acceptance:

COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

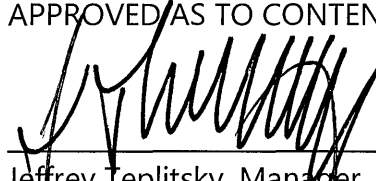
Date

ATTEST:

Melissa Manriquez, Clerk of the Board

Date

APPROVED AS TO CONTENT:

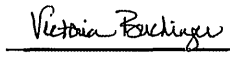


Jeffrey Teplitsky, Manager, Real Property Services

 12/2/2021

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Victoria Buchinger, Deputy County Attorney

EXHIBIT "A"

Legal Description

Those portions of Lots 10 and 11 in Block 228 of City of Tucson, Pima County, Arizona, according to the official field notes, map and survey made by S. W. Foreman, and approved and adopted by the Mayor and Common Council of said City (then village) of Tucson on June 26, 1872, a certified copy of which map is recorded in Book 3 of Maps and Plats at Page 70, described as follows:

Parcel 1:

Commencing, from a mag nail and washer stamped RLS 12122 that lies within the centerline of South Meyer Avenue and West Simpson Street which bears North 88 degrees 09 minutes 36 seconds East, a distance of 369.00 feet to a mag nail and washer tagged RLS 12122 that lies within the centerline of West Simpson Street and Main Avenue;

thence, along the centerline of West Simpson Street, North 88 degrees 09 minutes 36 seconds East, a distance of 156.09 feet;

thence, North 02 degrees 14 minutes 23 seconds West, a distance of 22.03 feet to a point on the Northern right of way of Simpson Street, and the Point of Beginning;

thence North 02 degrees 14 minutes 23 seconds West, along the West boundary of said parcel, a distance of 83.78 feet (North 05 degrees 41 minutes 00 seconds West 84.29 feet record), to a found 1/2" rebar with no tag;

thence along the West boundary line North 10 degrees 17 minutes 20 seconds West, a distance of 34.14 feet (North 13 degrees 43 minutes 00 seconds West, a distance of 34.38 feet record), to a found aluminum capped survey monument stamped Ashby RLS 19316;

thence along the Western Boundary line of said parcel North 04 degrees 17 minutes 10 seconds West, a distance of 45.16 feet (North 7 degrees 57 minutes 00 seconds West 44.98 feet record) to a found aluminum capped survey monument stamped Ashby RLS 19316 on the Northern boundary of said parcel;

thence along the North boundary line North 87 degrees 33 minutes 03 seconds East, a distance of 24.37 feet, (North 83 degrees 45 minutes 00 seconds East a distance of 24.36 feet record), to the East boundary of said parcel being Point "A";

thence along the East boundary line South 07 degrees 15 minutes 18 seconds East, a distance of 47.66 feet, (South 11 degrees 36 minutes 32 seconds East a distance of 47.66 feet record), to a point being Point "B";

thence along the Eastern boundary line South 08 degrees 23 minutes 38 seconds East, a distance of 35.28 feet (South 10 degrees 44 minutes 37 seconds East, a distance of 36.78 feet record), to a point being Point "C";

thence, along the Eastern boundary line South 06 degrees 34 minutes 57 seconds East, a distance of 80.70 feet, (South 10 degrees 00 minutes 00 seconds East, a distance of 80.52 feet record), to the North right of way line of Simpson Street;

thence along said right of way line, South 88 degrees 09 minutes 36 seconds West, 32.04 feet (South 86 degrees 00 minutes 00 seconds West 32.04 feet record) to the Point of Beginning.

Parcel 2:

Commencing at Point "A" being the Northwesterly corner of Parcel 2;

thence, North 84 degrees 17 minutes 11 seconds East (80 degrees 10 minutes 10 seconds West record) along the Northern boundary line of said parcel, a distance of 100.10 feet (100.98 feet record) to a point on the West right of way line of South Meyer Avenue;

thence, South 05 degrees 51 minutes 18 seconds East (09 degrees 51 minutes 18 seconds East, record) along the West right of way line of South Meyer Avenue, a distance of 41.00 feet;

thence leaving said right of way line South 84 degrees 26 minutes 03 seconds West, (South 80 degrees 10 minutes 58 seconds West record) along the South boundary line of said parcel, a distance of 31.88 feet (32.46 feet record);

thence, South 05 degrees 33 minutes 57 seconds East, a distance of 6.66 feet (South 9 degrees 49 minutes 02 seconds East record);

thence, South 84 degrees 13 minutes 47 seconds West, (South 80 degrees 10 minutes 58 seconds West record), a distance of 67.03 feet to the West boundary of said parcel;

thence, along the West boundary line of Parcel 2, North 07 degrees 15 minutes 18 seconds West, (North 11 degrees 36 minutes 32 seconds East record), a distance of 47.66 feet to the Point of Beginning, also known as Point "A".

Parcel 3:

Commencing, at Point "B" being the Northwest corner of Parcel 3;

thence, North 84 degrees 13 minutes 47 seconds East (North 80 degrees 10 minutes 58 seconds East record), along the Northern boundary line of said parcel, a distance of 67.03 feet;

thence, North 05 degrees 33 minutes 57 seconds West, (North 09 degrees 49 minutes 02 seconds East record) a distance of 6.66 feet;

thence, along the Northern boundary line of said parcel, North 84 degrees 26 minutes 03 seconds East, (North 84 degrees 10 minutes 58 seconds East record), a distance of 31.88 feet (32.46 feet record), to a point on the West right of way line of Meyer Avenue;

thence, along said right of way line, South 05 degrees 51 minutes 18 seconds East, a distance of 48.17 feet (South 09 degrees 49 minutes 02 seconds East, a distance of 48.26 feet record), to the Southeast corner of said parcel;

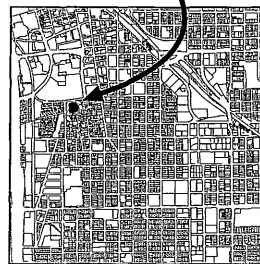
thence, leaving the right of way line South 87 degrees 58 minutes 26 seconds West, (South 82 degrees 54 minutes 32 seconds West, record), along the South boundary line of said parcel, a distance of 97.59 feet (a distance of 99.00 feet record) to the South West corner of Parcel 3;

thence, along the West boundary line of said parcel, North 08 degrees 23 minutes 38 seconds West, a distance of 35.28 feet (North 10 degrees 44 minutes 37 seconds West a distance of 36.78 feet record), feet to the Point of Beginning, also known as Point "B";

EXHIBIT A-1

SECTION 13
TOWNSHIP 14 SOUTH
RANGE 13 EAST

SUBJECT AREA



SECTION 13 G&SRM
PIMA COUNTY, ARIZONA



**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

21048

LEGEND



Parcels 117-14-0150 &
117-14-0170

DRAWING NOT TO SCALE

DRAWN BY: SRB

DATE: OCT 2021

Parcel 4:

Commencing, from Point "C" the Northwest corner of Parcel 4, North 87 degrees 58 minutes 26 seconds East (82 degrees 54 minutes 32 seconds East record), along the North boundary line of said parcel, a distance of 97.59 feet (a distance of 99.00 feet record), to a point on the West right of way line of Meyer Avenue;

thence, along said right of way line, South 05 degrees 51 minutes 18 seconds East, a distance of 80.94 feet to a point on the North right of way line of Simpson Street;

thence, along said right of way line, South 88 degrees 09 minutes 36 seconds West, distance of 96.59 feet to the Southwest corner of said parcel;

thence, leaving said right of way line, North 06 degrees 34 minutes 57 seconds West, (North 10 degrees 00 minutes 00 seconds West record) along the West boundary line of said parcel, a distance of 80.70 feet (80.52 feet record) to the Point of Beginning, also known as Point "C".

Parcels 1, 2, 3, and 4 above being the same property conveyed to Bacon Industries, Inc., a Michigan corporation, and Bacon Industries Inc., an Arizona corporation by Warranty Deed recorded in Docket 8099 at Page 1361 and by Special Warranty Deed recorded in Docket 10306 at Page 4080.

EXHIBIT B
Exceptions

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of City of Tucson, as recorded in Plat Book 3 of Maps and Plats, Page(s) 70, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

2. An easement for utilities and incidental purposes in the document recorded as Docket 13832, Page 696.
(Affects Parcel No. 1)

3. Survey prepared by Darling Geomatics, dated June 02, 2021, under Job No. (Undisclosed), shows the following:
 - a. Encroachment of improvements from 1 parcel of the property, onto another parcel.
 - b. Fence line encroachment along the southern boundary line.

4. All matters as set forth in Declaration of Memorial Plaque, recorded June 10, 2021 as 20211610779 of Official Records.
(Affects all parcels)

Exhibit C

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, _____ the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** attached hereto.

Subject to all matters of record and all matters a survey or inspection of the Property would reveal.

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

Grantor

Date

Page 1 of 2

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"/>

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 20__ by _____.

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"/>