



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: June 19, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

SAHUARITA UNIFIED SCHOOL DISTRICT No.30, a political subdivision of the State of Arizona

***Project Title/Description:**

Real Estate Purchase and Sale Agreement to acquire real property for a library building site. Acq-0694

***Purpose:**

The acquisition of property necessary to build the Sahuarita Regional Library.

***Procurement Method:**

EXEMPT PURSUANT TO PIMA COUNTY CODE 11.04.020

***Program Goals/Predicted Outcomes:**

Title to the property will be acquired after due diligence is completed.

***Public Benefit:**

Locating the Sahuarita Regional Library on what is now a part of the Sahuarita School District Campus provides a central location near schools and residents and a high level of accessibility to the public.

***Metrics Available to Measure Performance:**

The purchase price is \$617,500.00, with closing costs not to exceed \$4,009.00. The property was appraised for the Library District at \$560,000.00, and it was appraised for the Sahuarita School District at \$675,000.00. Both appraisals conform to the Uniform Standards of Professional Appraisal Practice. The purchase price is half way between the two appraisals (675k + 560k/2).

***Retroactive:**

No.

*To: COB 5.30.18
Ver. - 1
Pgs - 30
(11)*

Contract / Award Information

Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 18*0389

Effective Date: 6/19/2018 Termination Date: 9/18/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 621,509.00 Revenue Amount: \$ _____

*Funding Source(s) required: Library District Funds

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

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

***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 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

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): _____

Effective 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: Neil Konigsberg

Department: PW-Real Property Services Telephone: 724-6582

Department Director Signature/Date: [Signature] 5/29/18

Deputy County Administrator Signature/Date: [Signature] 5/25/18

County Administrator Signature/Date: [Signature] 5/29/18
(Required for Board Agenda/Addendum Items)

CONTRACT		
NO. <u>CT-PW-18-389</u>		
AMENDMENT NO. _____		
This number must appear on all Invoices, correspondence and documents pertaining to this contract.		

PIMA COUNTY DEPARTMENT OF REAL PROPERTY SERVICES

PROJECT: Sahuarita Library

AMOUNT: \$621,509.00 (including Closing Costs and Prorations)

FUNDING: Library District

REAL ESTATE PURCHASE AND SALE AGREEMENT

Pima County Free Library District, a political taxing authority of the State of Arizona (hereinafter "Purchaser"), hereby agrees to purchase, and Sahuarita Unified School District No. 30, a political subdivision of the State of Arizona (hereinafter "Seller"), hereby agrees to sell that certain property located in the County of Pima, State of Arizona, as described on Exhibit A and depicted on Exhibit A-1 together with an ingress/egress easement described on Exhibit B and depicted on Exhibit B-1 attached hereto, referred to herein as the "Property." This Real Estate Purchase and Sale Agreement ("Agreement") is effective the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures.

1. **PURCHASE PRICE.** The total Purchase Price is six hundred and seventeen thousand five hundred Dollars (\$617,500.00), payable at Closing.

2. **PURCHASER'S MAXIMUM COSTS.** The sum of (i) Purchaser's share of Closing Costs (section 5B), and (ii) Purchaser's share of Prorations (section 5C), which combined will not exceed four thousand and nine Dollars (\$ 4,009.00)

3. **DEPOSIT OF PURCHASE PRICE.** Prior to Closing, Purchaser shall deposit with Escrow Agent the Purchase Price by Purchaser's check. Any payments or credits required for prorations or closing costs shall be made at Closing.

4. **CONDITIONS PRECEDENT.** This Agreement is made and executed by the parties hereto subject only to the following conditions precedent:
 - A. **Title Review.** Within ten (10) days of execution of this Agreement ("Execution Date"), Purchaser shall obtain at its sole cost and expense, an updated preliminary title report for an Owners Standard Policy of title insurance in the amount of the Purchase Price on the Property from Stewart Title & Trust of Tucson ("Title Company"), Title Officer – Gail Franklin, and shall review the report and documents, and on or before five (5) days after receipt of said report, Purchaser shall notify Seller in writing of any objectionable exceptions to title contained in said report. If no such written notice of title objections is given within five (5) business days of receipt, it shall be conclusively presumed that Purchaser approves of the title to the Property. In the event Seller shall receive timely notice of any objection of Purchaser to the title, Seller shall

have ten (10) days of receipt of written notice to attempt to eliminate any such objectionable title exceptions. If Seller is unable or unwilling to eliminate any such objectionable title exceptions, or if Seller fails to respond to Purchaser's notice of objection(s), within such ten (10) day period, Purchaser shall have the option to either 1) waive such objections, or 2) elect to terminate the Agreement. In the event of such termination, this Agreement shall be without any further force and effect.

B. Due Diligence Period and Purchaser's Access to Property. Purchaser will have the time periods as stated in section 10 below to complete its due diligence. "Opening of Escrow" shall be deemed to have occurred when Escrow Agent shall have received a fully executed original (or counterpart originals) of this Agreement. At any time prior to the expiration of the due diligence period, Purchaser shall have the absolute right to terminate this Agreement for any reason whatsoever or for no reason, in Purchaser's sole and absolute discretion, by providing written notice to Seller and Escrow Agent. Purchaser shall have reasonable access to the Property during the term of the due diligence period to conduct Purchaser's inspections. Any and all due diligence shall be at the sole cost and expense of Purchaser. In the event Purchaser, its agents or contractors shall enter upon the Property, such entry shall be subject to the following terms and conditions:

a. Purchaser agrees to indemnify and save harmless Seller against and from any and all liability, loss, costs and expenses of whatever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to Property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Property by, or the presence thereon of, Purchaser, Purchaser's agents, contractors, servants or licensees prior to Closing. Notwithstanding the foregoing, in no event shall Purchaser be liable for the mere discovery of any adverse condition on the Property, including, without limitation, the discovery of any hazardous substances.

b. Purchaser covenants and agrees that it will not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Property for any work done or material furnished thereon at the insistence or request or on behalf of Purchaser, and Purchaser agrees to indemnify and hold harmless Seller from and against any and all liens, claims, demands, costs and expenses of whatever nature in any way in connection with or growing out of any work done, labor performed or materials furnished prior to Closing by Purchaser, or Purchaser's agents, contractors, servants or licensees. Notwithstanding the foregoing, Purchaser is permitted access for the purpose of due diligence only and nothing in this Agreement shall be construed as permission by Seller for Purchaser to alter the Property in any way prior to Closing.

C. Status of Escrow Agent. By accepting this escrow, Escrow Agent agrees to be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, cancel or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which case such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.

D. Tax Reporting. Escrow Agent agrees to be the designated “reporting person” under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended (the “Code”) with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-S.

E. Access. Seller shall cause to be removed or relocated to its remaining property any existing gate(s) and fencing within or obstructing any part of the ingress/egress easement described by Exhibit “B” and depicted by Exhibit “B-1” to allow for the open and continuous access to the Property.

5. CLOSING.

A. Closing; Prorations. The purchase and sale hereunder shall be closed in the office of Escrow Agent, on or before 5:00 p.m. on the later of the thirtieth (30th) day after (i) opening of escrow, or (ii) after Purchaser’s satisfactory completion of the environmental due diligence period set forth in section 10 below (the “Closing Date”). Purchaser and Seller shall deposit with Escrow Agent all instruments, documents and funds necessary to complete the sale in accordance with this Agreement on or before the Closing Date. This Agreement is intended to constitute escrow instructions to Escrow Agent.

B. Closing Costs. At closing, Purchaser shall pay all title insurance premiums for an ALTA owner’s standard coverage title insurance policy in the amount of the Purchase Price. Seller and Purchaser shall each pay one-half of all closing escrow fees, recording costs and the excise or other conveyance tax on this conveyance, if any, provided , however, that in no event will Purchaser’s share of all closing fees and costs exceed the Purchaser’s Maximum Costs as set forth in Section 2 above. Seller and Purchaser shall each pay their respective attorneys’ fees, if applicable.

C. Prorations. Real and Personal Property taxes and assessments, if any, attributable to or payable in the year of closing, shall be prorated between Seller and Purchaser as of the day of Closing. Any other closing costs or prorations not provided for above or elsewhere in this Agreement shall be paid by Purchaser, subject to the limitation on Purchaser’s Maximum Costs as set forth in Section 2 above.

D. Seller Closing Documents. At closing, Seller shall execute and deliver all documents necessary to effect and complete the closing, including, but not limited to, the following documents:

a. A Special Warranty Deed in the form of Exhibit “C”, conveying fee simple title to the Property, warranting, for only the time period Seller held fee simple title to the Property, and for only acts of Seller during the time period Seller held fee simple title to the Property, only against and subject only to the exceptions in the preliminary title report agreed upon. Seller’s obligation to convey title shall be satisfied on delivery of the duly executed Special Warranty Deed and the irrevocable commitment of the Title Company to issue its Owner’s Standard Policy of title insurance as provided in this Agreement.

b. . An Access Easement in the form of Exhibit "D", granting Grantee ingress and egress to and from the Property.

c. Such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement

C. Purchaser Closing Documents. At the closing, Purchaser shall execute and deliver all documents necessary to effect and complete the closing, including, but not limited to, such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

D. FIRPTA. Escrow Agent is instructed to prepare a certification that Seller is not a "Foreign Person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. Seller represents it is not a "Foreign Person" under Foreign Investment in Real Property Tax Act.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser as follows: (i) Seller has full power and authority to enter into and to perform its obligations under this Agreement; (ii) This Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms (iii) There are no consents, waivers, authorizations or approvals from any third party necessary to be obtained by Seller in order to carry out the transactions contemplated by this Agreement; (iv) The execution and delivery of this Agreement and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach or default (or constitute an event which, with the giving of notice or the passage of time, or both, would constitute a default) under any indenture, mortgage, lease, agreement, or other instrument to which Seller is a party or by which Seller or any of its assets may be bound; (v) Neither the execution of this Agreement nor the performance by Seller of its obligations under this Agreement will result in any breach or violation of (A) the terms of any law, rule, ordinance, or regulation; or (B) any decree, judgment or order to which Seller is a party now in effect from any court or governmental body; and (vi) Seller is unaware of any environmental contamination on the Property and has not caused or allowed any contamination during its ownership.

7. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby makes the following representations and warranties:

A. Payment. Purchaser represents that it is able to perform the obligations of this Agreement.

B. Capacity. Purchaser has the full power and legal authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Purchaser hereunder.

C. **Authority.** Purchaser has full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transaction contemplated by this Agreement.

D. **Legal, Valid and Binding.** This Agreement and all other instruments and documents executed or delivered in connection with this transaction each constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

E. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has been given the opportunity to inspect the Property as Purchaser sees fit, and Purchaser shall rely solely on such investigations and not on any other information furnished by Seller in making Purchaser's decision to purchase or not to purchase the Property.

F. **As Is.** Purchaser acknowledges that the Property is to be conveyed by Seller to Purchaser in "AS-IS/WHERE-IS" condition, with any and all faults. Purchaser acknowledges that the unconditional "AS-IS" nature of this transaction is a material inducement to Seller to enter into this Agreement and to sell the Property to Purchaser at the Purchase Price and upon the terms and conditions set forth herein.

8. **PRE-CLOSING COVENANTS.** Beginning on the Opening of Escrow and until the earlier of the Closing or the cancellation of this Agreement, the parties covenant and agree that the party in possession of the Property shall (a) comply with all laws, statutes, rules, regulations and ordinances that are applicable to the Property and the use, occupation, ownership and conveyance thereof, including, without limitation, Environmental Laws; (b) shall not commit waste on the Property; (c) shall do or cause to be done all reasonable things within its control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges and licenses in favor of or constituting any portion of the Property; and (d) shall not enter into any contracts with respect to the Property that will be binding on the other party following the Closing.

9. **ENVIRONMENTAL REPRESENTATIONS.** Purchaser 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, 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; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

10. **PURCHASER'S ENVIRONMENTAL INSPECTION RIGHTS.**

A. From and after the Effective Date, Seller shall permit Purchaser to conduct such inspections of the Property as the Purchaser 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 Purchaser, but not later than an additional one hundred eighty (180) day extension.

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

11. COOPERATION.

Purchaser and Seller agree to cooperate in the execution of all documents or instruments as are required by either party to perform the obligations of the parties hereunder, as long as such cooperation imposes no materially greater or different burden upon such party than is otherwise imposed by the terms of this Agreement. Purchaser and Seller agree to cooperate in the execution of all documents or instruments as required by either party to permit and construct improvements to the drainage way along the north line of the Property. Seller agrees to cooperate in the review, approval and execution of all documents or instruments as required by the Purchaser to permit and construct an all-weather pedestrian improvement from the north line of the Property to Seller's remaining property.

12. DEFAULT - TERMINATION.

A. Purchaser Default; Right to Cure; Remedy.

a. Purchaser's failure to observe or perform the terms of this Agreement within five (5) days of written notice of a breach shall constitute a default. If the event of a default by Purchaser, Seller may terminate this Agreement, except as provided in section 12(A)(b) below.

b. A failure of Purchaser to observe or perform any of the covenants or agreements contained in this Agreement to be observed or performed by Purchaser, if of a type that can be cured or corrected by Purchaser, will not be a default unless such failure continues for three (3) days after written notice of breach is given by Seller to Purchaser, except that if such failure is of such a character as to require more than three (3) days to correct, Purchaser will not be in default if Purchaser commences actions to correct such failure within the 3-day period and thereafter, using reasonable diligence, cures such failure. In such event, the time for Closing will automatically be extended to permit such cure within the time period above provided.

c. In the event of default by Purchaser, Seller shall be released of all further obligation to convey the Property.

B. Seller Default; Right to Cure; Remedy.

a. The occurrence of any of the following will constitute a default by Seller under this Agreement: (a) If, by the time set for the Closing, Seller has failed to deposit into escrow the documents and other items to be deposited by Seller in escrow by the time set for Closing, or to perform any other obligation of Seller to be performed by the time set for Closing; or (b) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Seller and such failure continues for five (5) days after written notice of breach is given by Purchaser to Seller, except as provided in Section 12(B)b) below.

b. A default of Seller, if of a type that can be cured or corrected by Seller, will not be a default unless such failure continues for three (3) days after written notice of breach is given by Purchaser to Seller, except that if such failure is of such a character as to require more than three (3) days to correct, Seller will not be in default if Seller commences actions to correct such failure within the 3-day period and thereafter, using reasonable diligence, cures such failure, except that if such failure is of such a character as to require more than three (3) days to correct, Seller will not be in default if Seller commences actions to correct such failure within the 3-day period and thereafter, using reasonable diligence, cures such failure. In such event, the time for Closing will automatically be extended to permit such cure within the time period above provided.

c. In the event of default by Seller, Purchaser may, at Purchaser's sole option, either: (i) terminate this Agreement by written notice delivered to Seller on or before the Closing, whereupon (A) the Purchase Price shall be promptly returned to Purchaser, and (B) the parties hereto shall thereafter have no further liabilities or obligations one to the other hereunder, except for those obligations which expressly survive the termination of this Agreement; (ii) waive Seller's default and close escrow as provided by this Agreement; or (iii) enforce its rights under this Agreement at law or in equity.

13. **ATTORNEYS FEES.** Should any party hereto bring any action under this Agreement against any other party hereto, its validity, enforceability, scope or subject matter, the prevailing party or parties shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation or advice in connection with such action.

14. **ESCROW AGENT.** Escrow Agent shall be Susan Lane, Stewart Title & Trust of Tucson, 6400 N. Oracle Road, Ste 102; Phone: 520-575-0365; e-mail: susan.lane@stewart.com.

15. **NOTICES.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing. Any notice given as provided in this Paragraph shall be effective (a) upon receipt if hand delivered or given by facsimile or other electronic transmission prior to 5:00 p.m. on a Business Day (if after 5:00 p.m. or on a non-Business Day, such notice shall be deemed received on the next Business Day); (b) the next Business Day following the deposit of the notice with delivery charges prepaid, with Federal Express, United Parcel Service or other overnight delivery service; or (c) two (2) Business Days following the day of deposit in the United States mail, first class, certified postage prepaid, return receipt requested.

If to Seller: Sahuarita Unified School District No. 30
Attn: Manuel O. Valenzuela, Superintendent
350 W. Sahuarita Road
Sahuarita, AZ 85629
Phone: (520) 625-3502, ext. 1001
Email: mvalenzuela@sahuarita.net

Required Copy to: Spencer A. Smith
DeConcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway, Suite 200
Tucson, AZ 85716-5300
Phone: (520) 322-5000
Fax: (520) 322-5585
Email: ssmith@dmyl.com

If to Purchaser: Pima County Free Library District
Attn: Neil Konigsberg
Real Property Services Manager
201 N. Stone, 6th Floor
Tucson, AZ 85701
Phone: (520) 724-6582
Fax: (520) 724-6763
Email: neil.konigsberg@pima.gov

16. SURVIVAL. All warranties, representations, and agreements contained herein or arising out of the sale of the Property by Seller to Purchaser (including, but not limited to, Seller's and Purchaser's warranties, representations and agreements) shall survive the delivery and recordation of the Special Warranty Deed, the payment and delivery of the Purchase Price, and the closing of the purchase and sale of the Property for a period of six months after the date of recordation of the Special Warranty Deed.

17. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and construed under the laws of the State of Arizona without regard to conflicts-of-laws principles that would require the application of any other law. Each party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in Pima County, Arizona, in any action related to or arising under this Agreement. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES THAT ANY SUCH LITIGATION SHALL BE CONDUCTED BEFORE A JUDGE SITTING WITHOUT A JURY.

18. **INTEGRATION; MODIFICATION; WAIVER.** This Agreement, exhibits and closing documents pursuant to this Agreement constitute the complete and final expression of the Agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Seller and Purchaser.

19. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

20. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

21. **INVALID PROVISIONS.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected hereby.

22. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, successors and assigns.

23. **FURTHER ACTS.** In addition to the acts recited in this Agreement to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at the closing or after the closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

24. **POSSESSION.** Purchaser shall be entitled to exclusive possession of the Property upon Closing.

25. **WAIVERS.** No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.

26. **BROKERAGE.** Seller and Purchaser each warrant to the other that they have not dealt with any brokers. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend, and hold harmless the other party and such party's related parties for, from and against any and all Claims in connection with such claim or any action or proceeding brought on such Claim. "Claims" means any and all obligations, debts, covenants, conditions, representations, costs, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including attorneys' fees and litigation and court costs.

27. **NO THIRD PARTY BENEFICIARY.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree or otherwise.

28. **CONSTRUCTION.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

29. **CALCULATION OF TIME PERIODS.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor legal holiday. The last day of any period of time described herein shall be deemed to end at 6 p.m. local time where the Property is located.

30. **HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

31. **CANCELLATION.** 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 Purchaser or Seller is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent or any other party to the Agreement with respect to the subject matter of the Agreement.

Signature Pages Follow

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement effective as of the date appearing above.

PURCHASER:

PIMA COUNTY FREE LIBRARY DISTRICT, a political taxing authority of the State of Arizona

By: _____
Richard Elias, Chairman, Board of Directors

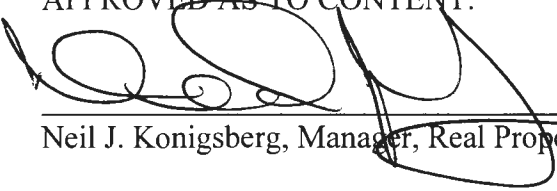
Date: _____

ATTEST:

By: _____
Julie Castaneda, Clerk of the Board of Directors

Date: _____

APPROVED AS TO CONTENT:



Neil J. Konigsberg, Manager, Real Property Services

 5/25/18

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

By: 

Kell Olson, Deputy County Attorney

SELLER:

SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30

By: _____
Manuel O. Valenzuela, Superintendent

ESCROW AGENT ACCEPTANCE

The undersigned Escrow Agent accepts and agrees to the terms of this Agreement applicable to it and acknowledges that the date of Opening of Escrow under the foregoing Agreement is _____.

Stewart Title & Trust of Tucson

By: _____

Name: _____

Its: _____

Escrow No.: _____

EXHIBIT "A"
LEGAL DESCRIPTION
PROPERTY

A portion of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, as described in Docket 1178 at Page 497, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, a brass cap survey monument stamped "RLS37400, 11,12,13,14, T17S, R13E", to which the southwest corner of said Section 11, a brass cap survey monument stamped "PSOMAS, 10,11,14,15, RLS27739" bears South 89°07'29" West a distance of 5300.40 feet;

THENCE along the south line of said Section 11, South 89°07'29" West a distance of 366.58 feet;

THENCE North 00°52'31" West a distance of 75.00 feet to the north right of way line of Sahuarita Road and the **POINT OF BEGINNING**;

THENCE along said right of way line South 89°07'29" West a distance of 304.82 feet to the southeast corner of "The Corner At Rancho Sahuarita", a subdivision plat recorded in Sequence #20163540075 in the office of the Pima County Recorder;

THENCE along the east line of said subdivision North 20°39'26" West a distance of 285.12 feet;

THENCE North 66°42'40" East a distance of 81.58 feet;

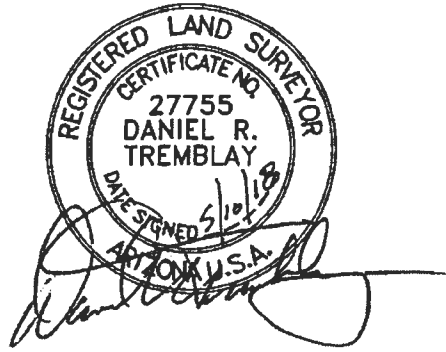
THENCE North 58°17'45" East a distance of 96.83 feet to the beginning of a tangent curve concave to the south having a radius of 325.00 feet and a central angle of 31°53'55";

THENCE along the arc of said curve to the right a distance of 180.94 feet to a point of tangency;

THENCE South 89°48'20" East a distance of 100.16 feet;

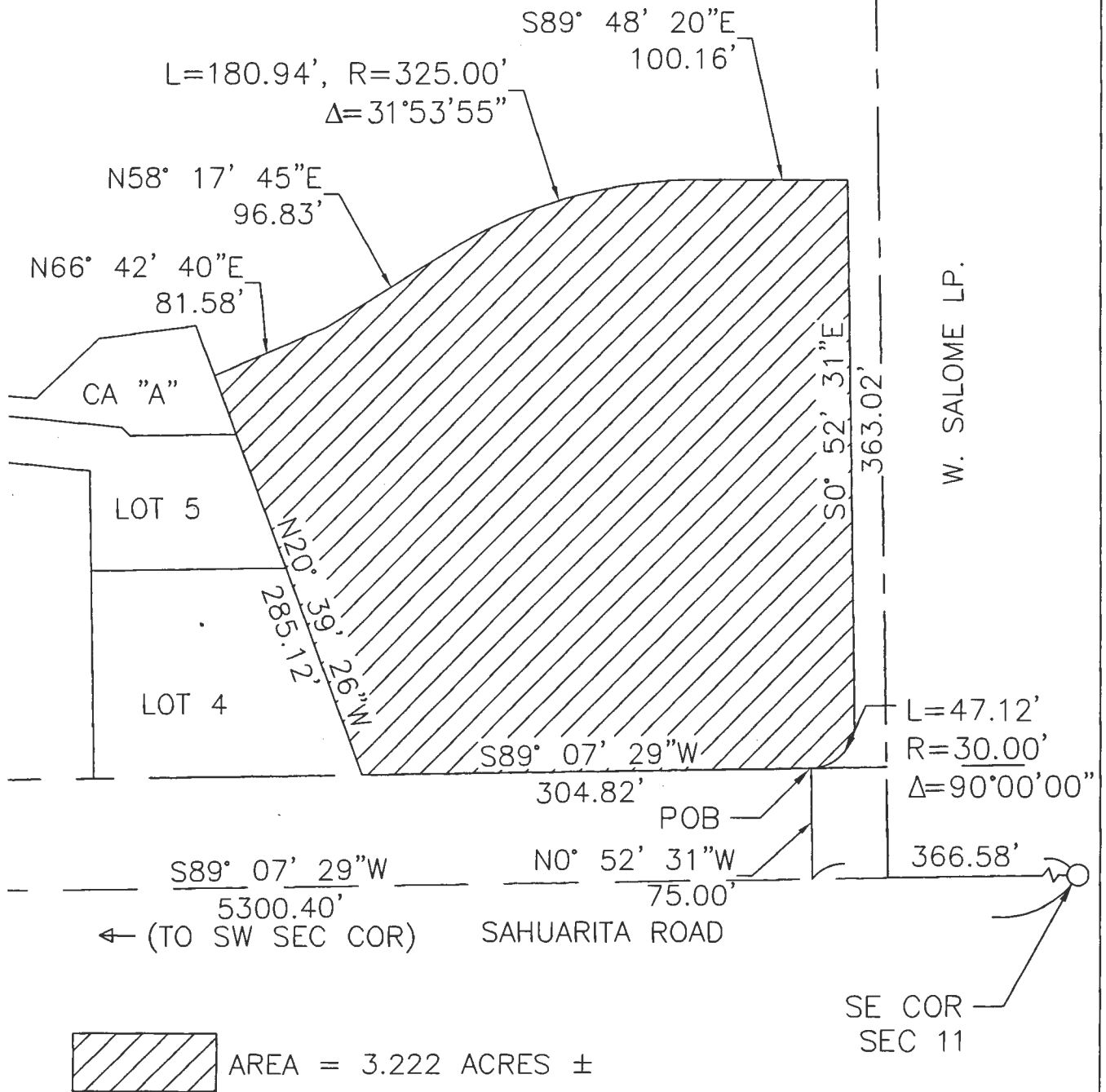
THENCE South 00°52'31" East a distance of 363.02 feet to the beginning of a tangent curve concave to the northwest having a radius of 30.00 feet and a central angle of 90°00'00";

THENCE along the arc of said curve to the right a distance of 47.12 feet to the **POINT OF BEGINNING**.



Expires 31 March 2021

EXHIBIT "A-1"
DEPICTION OF LEGAL DESCRIPTION
PROPERTY



PIMA COUNTY SURVEY

A PORTION OF THE SE 1/4 OF SECTION 11,
 TOWNSHIP 17 SOUTH, RANGE 13 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT "B"
LEGAL DESCRIPTION
ACCESS EASEMENT

A portion of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, as described in Docket 1178 at Page 497, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, a brass cap survey monument stamped "RLS37400, 11,12,13,14, T17S, R13E", to which the southwest corner of said Section 11, a brass cap survey monument stamped "PSOMAS, 10,11,14,15, RLS27739" bears South 89°07'29" West a distance of 5300.40 feet;

THENCE along the south line of said Section 11, South 89°07'29" West a distance of 366.58 feet;

THENCE North 00°52'31" West a distance of 75.00 feet to the north right of way line of Sahuarita Road and the **POINT OF BEGINNING** and the beginning of a non-tangent curve concave to the northwest having a radius of 30.00 feet and to which a radial line bears South 00°52'31" East;

THENCE along the arc of said curve to the left through a central angle of 90°00'00" a distance of 47.12 feet to a point of tangency;

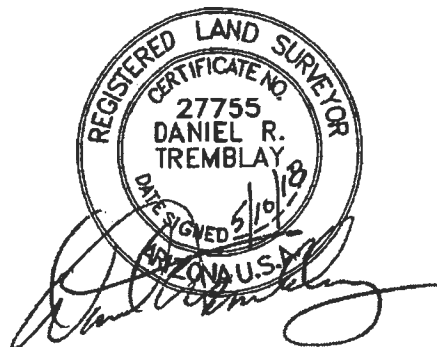
THENCE North 00°52'31" West a distance of 363.02 feet;

THENCE North 89°07'29" East a distance of 42.00 feet;

THENCE South 00°52'31" East a distance of 363.02 feet to the beginning of a tangent curve concave to the northeast having a radius of 30.00 feet and a central angle of 90°00'00";

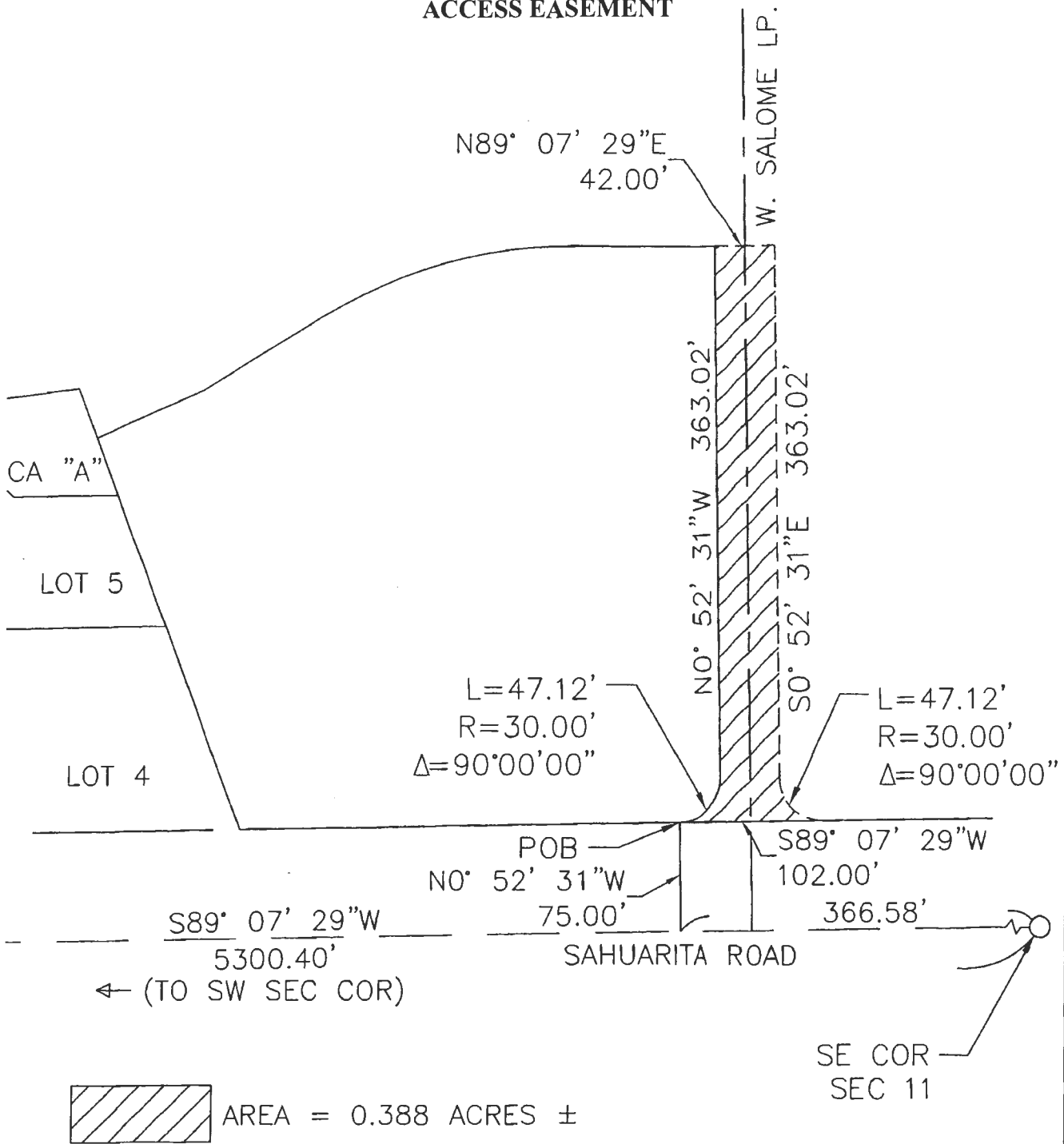
THENCE along the arc of said curve to the left a distance of 47.12 feet to a point of cusp on the north right of way line of Sahuarita Road;

THENCE along said right of way line South 89°07'29" West a distance of 102.00 feet to the **POINT OF BEGINNING**.



Expires 31 March 2021

EXHIBIT "B-1"
DEPICTION OF LEGAL DESCRIPTION
ACCESS EASEMENT



PIMA COUNTY SURVEY

A PORTION OF THE SE 1/4 OF SECTION 11,
 TOWNSHIP 17 SOUTH, RANGE 13 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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, SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to PIMA COUNTY FREE LIBRARY DISTRICT, a political taxing authority 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.

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:

Sahuarita Unified School District No. 30, a political subdivision of the State of Arizona

By: _____ Date: _____

As: _____

Page 1 of 1

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"/>

APPROVED AS TO FORM:

STATE OF ARIZONA)

) §

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of 2018, by _____ as _____ of Sahuarita Unified School District No. 30, a political subdivision of the State of Arizona

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"/>

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, as described in Docket 1178 at Page 497, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, a brass cap survey monument stamped "RLS37400, 11,12,13,14, T17S, R13E", to which the southwest corner of said Section 11, a brass cap survey monument stamped "PSOMAS, 10,11,14,15, RLS27739" bears South 89°07'29" West a distance of 5300.40 feet;

THENCE along the south line of said Section 11, South 89°07'29" West a distance of 366.58 feet;

THENCE North 00°52'31" West a distance of 75.00 feet to the north right of way line of Sahuarita Road and the **POINT OF BEGINNING**;

THENCE along said right of way line South 89°07'29" West a distance of 304.82 feet to the southeast corner of "The Corner At Rancho Sahuarita", a subdivision plat recorded in Sequence #20163540075 in the office of the Pima County Recorder;

THENCE along the east line of said subdivision North 20°39'26" West a distance of 285.12 feet;

THENCE North 66°42'40" East a distance of 81.58 feet;

THENCE North 58°17'45" East a distance of 96.83 feet to the beginning of a tangent curve concave to the south having a radius of 325.00 feet and a central angle of 31°53'55";

THENCE along the arc of said curve to the right a distance of 180.94 feet to a point of tangency;

THENCE South 89°48'20" East a distance of 100.16 feet;

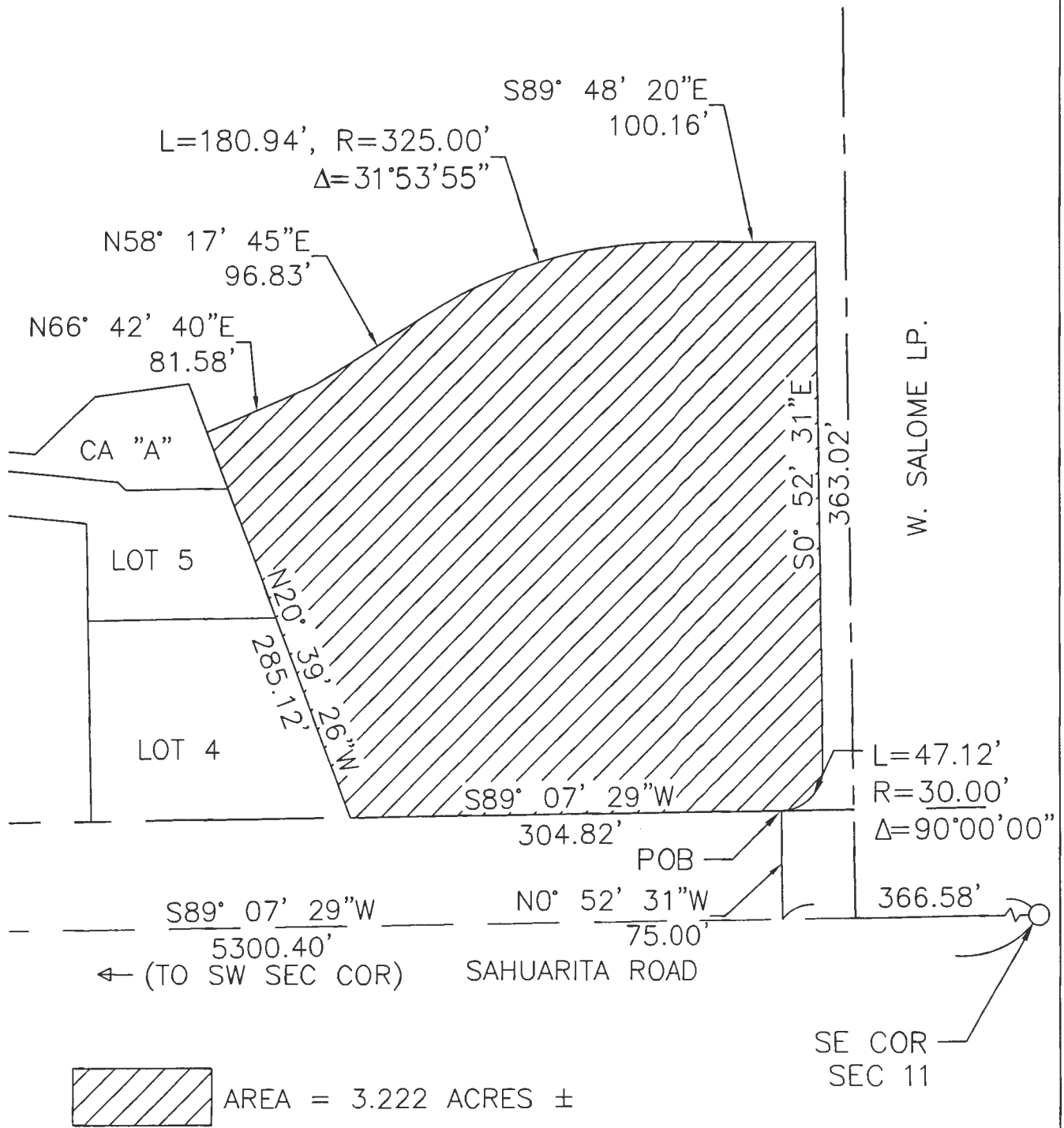
THENCE South 00°52'31" East a distance of 363.02 feet to the beginning of a tangent curve concave to the northwest having a radius of 30.00 feet and a central angle of 90°00'00";

THENCE along the arc of said curve to the right a distance of 47.12 feet to the **POINT OF BEGINNING**.



Expires 31 March 2021

DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF THE SE 1/4 OF SECTION 11,
 TOWNSHIP 17 SOUTH, RANGE 13 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT "D"

When recorded, return to:

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

ACCESS EASEMENT

1. **Defined Terms.** The following terms will be used as defined terms in this Access Easement ("**Easement**"):

Grantor: SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30, a political subdivision of the State of Arizona

Grantee: PIMA COUNTY FREE LIBRARY DISTRICT, a political taxing authority of the State of Arizona

Grantee's Property: the real property described on **Exhibit B**

Easement Area: the real property depicted on **Exhibit A**

2. **Background and Purpose.** Grantee is acquiring Grantee's property from Grantor and requires this easement for legal ingress and egress over the Easement Area for the benefit of Grantee's property. Grantor has agreed to provide this Easement for the benefit of Grantee.

3. **Grant of Easement.** Grantor hereby conveys to Grantee, for the benefit of Grantee, a perpetual, non-exclusive access easement over the Easement Area. This Easement shall be appurtenant to the Grantee's property and used by the Grantee and the general public for ingress and egress to and from Grantee's Property.

4. **Restrictions on Use by Grantor.** Grantor shall not erect, place or maintain, nor permit the erection, placement, or maintenance of any improvements in the Easement Area that would unreasonably interfere with the ability of Grantee to exercise the rights granted herein. Grantor, and its employees and agents, shall have unrestricted access to the Easement Area, provided Grantor shall not interfere with any of the uses permitted by this Easement. Except as otherwise provided, Grantor may use the Easement Area for any purpose consistent with the terms of this Easement.

5. **Non-exclusive.** Nothing in this Easement shall be construed to limit the rights of the Grantor to issue compatible additional easements over and across this easement.

6. **Maintenance of Easement Area.** Grantor shall maintain the Easement Area in a good and safe condition. If Grantee anticipates performing improvements to the Easement Area, Grantee shall obtain Grantor's approval and such approval shall not be unreasonably withheld.

7. **Covenant to Run with Land.** This Easement is a covenant that runs with the land and is appurtenant to the Grantee's Property.

8. **Amendment.** This Easement may only be amended by a written instrument executed by Grantor and Grantee or the then owners of Grantee's Property and the Easement Area.

Grantor and Grantee have executed this Easement on the dates set forth below.

GRANTOR: Sahuarita Unified School District No. 30, a political subdivision of the State of Arizona

By: _____ Date: _____

As: _____

APPROVED AS TO FORM:

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of Sahuarita Unified School District No. 30, a political subdivision of the State of Arizona

Notary Public

My Commission Expires:

GRANTEE: Pima County Free Library District, a political taxing authority of the State of Arizona

By: _____ Date: _____
Neil J. Konigsberg, Manager,
Pima County Real Property Services

APPROVED AS TO FORM:

Kell Olson, Deputy County Attorney

STATE OF ARIZONA)
)§
COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____, 2018, by Neil J. Konigsberg as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona on behalf of the Pima County Free Library District, a political taxing authority of the State of Arizona.

Notary Public

My Commission Expires:

Board of Supervisors Approval:			
Agent:	File #:	Activity #:	P [] De [] Do [] E []

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT

A portion of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, as described in Docket 1178 at Page 497, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, a brass cap survey monument stamped "RLS37400, 11,12,13,14, T17S, R13E", to which the southwest corner of said Section 11, a brass cap survey monument stamped "PSOMAS, 10,11,14,15, RLS27739" bears South 89°07'29" West a distance of 5300.40 feet;

THENCE along the south line of said Section 11, South 89°07'29" West a distance of 366.58 feet;

THENCE North 00°52'31" West a distance of 75.00 feet to the north right of way line of Sahuarita Road and the **POINT OF BEGINNING** and the beginning of a non-tangent curve concave to the northwest having a radius of 30.00 feet and to which a radial line bears South 00°52'31" East;

THENCE along the arc of said curve to the left through a central angle of 90°00'00" a distance of 47.12 feet to a point of tangency;

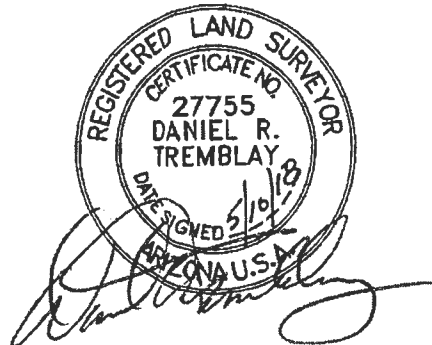
THENCE North 00°52'31" West a distance of 363.02 feet;

THENCE North 89°07'29" East a distance of 42.00 feet;

THENCE South 00°52'31" East a distance of 363.02 feet to the beginning of a tangent curve concave to the northeast having a radius of 30.00 feet and a central angle of 90°00'00";

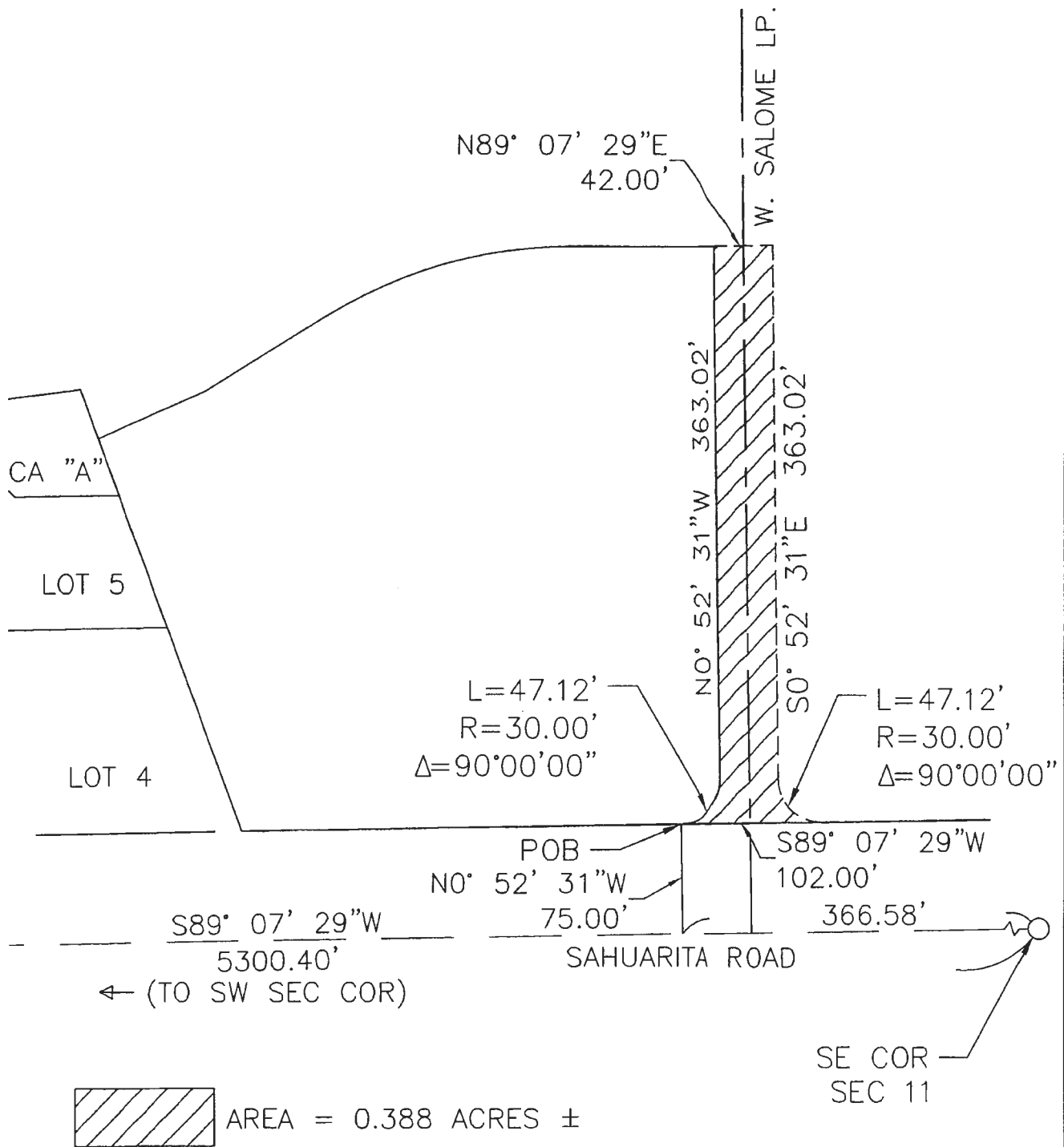
THENCE along the arc of said curve to the left a distance of 47.12 feet to a point of cusp on the north right of way line of Sahuarita Road;

THENCE along said right of way line South 89°07'29" West a distance of 102.00 feet to the **POINT OF BEGINNING**.



Expires 31 March 2021

DEPICTION OF EXHIBIT "A"



N



PIMA COUNTY SURVEY

A PORTION OF THE SE 1/4 OF SECTION 11,
 TOWNSHIP 17 SOUTH, RANGE 13 EAST,
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 09 MAY 2018

Drawn By: AJI

Sheet 2 of 2



EXHIBIT "B"
LEGAL DESCRIPTION
GRANTEE'S PROPERTY

A portion of the Southeast Quarter of the Southeast Quarter of Section 11, Township 17 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, as described in Docket 1178 at Page 497, more particularly described as follows:

COMMENCING at the southeast corner of said Section 11, a brass cap survey monument stamped "RLS37400, 11,12,13,14, T17S, R13E", to which the southwest corner of said Section 11, a brass cap survey monument stamped "PSOMAS, 10,11,14,15, RLS27739" bears South 89°07'29" West a distance of 5300.40 feet;

THENCE along the south line of said Section 11, South 89°07'29" West a distance of 366.58 feet;

THENCE North 00°52'31" West a distance of 75.00 feet to the north right of way line of Sahuarita Road and the **POINT OF BEGINNING**;

THENCE along said right of way line South 89°07'29" West a distance of 304.82 feet to the southeast corner of "The Corner At Rancho Sahuarita", a subdivision plat recorded in Sequence #20163540075 in the office of the Pima County Recorder;

THENCE along the east line of said subdivision North 20°39'26" West a distance of 285.12 feet;

THENCE North 66°42'40" East a distance of 81.58 feet;

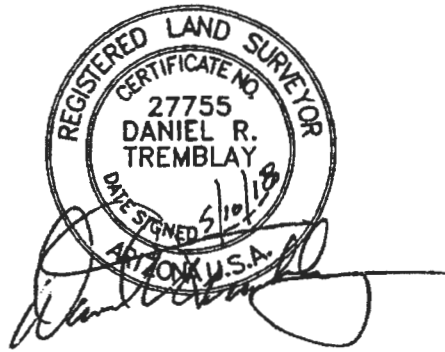
THENCE North 58°17'45" East a distance of 96.83 feet to the beginning of a tangent curve concave to the south having a radius of 325.00 feet and a central angle of 31°53'55";

THENCE along the arc of said curve to the right a distance of 180.94 feet to a point of tangency;

THENCE South 89°48'20" East a distance of 100.16 feet;

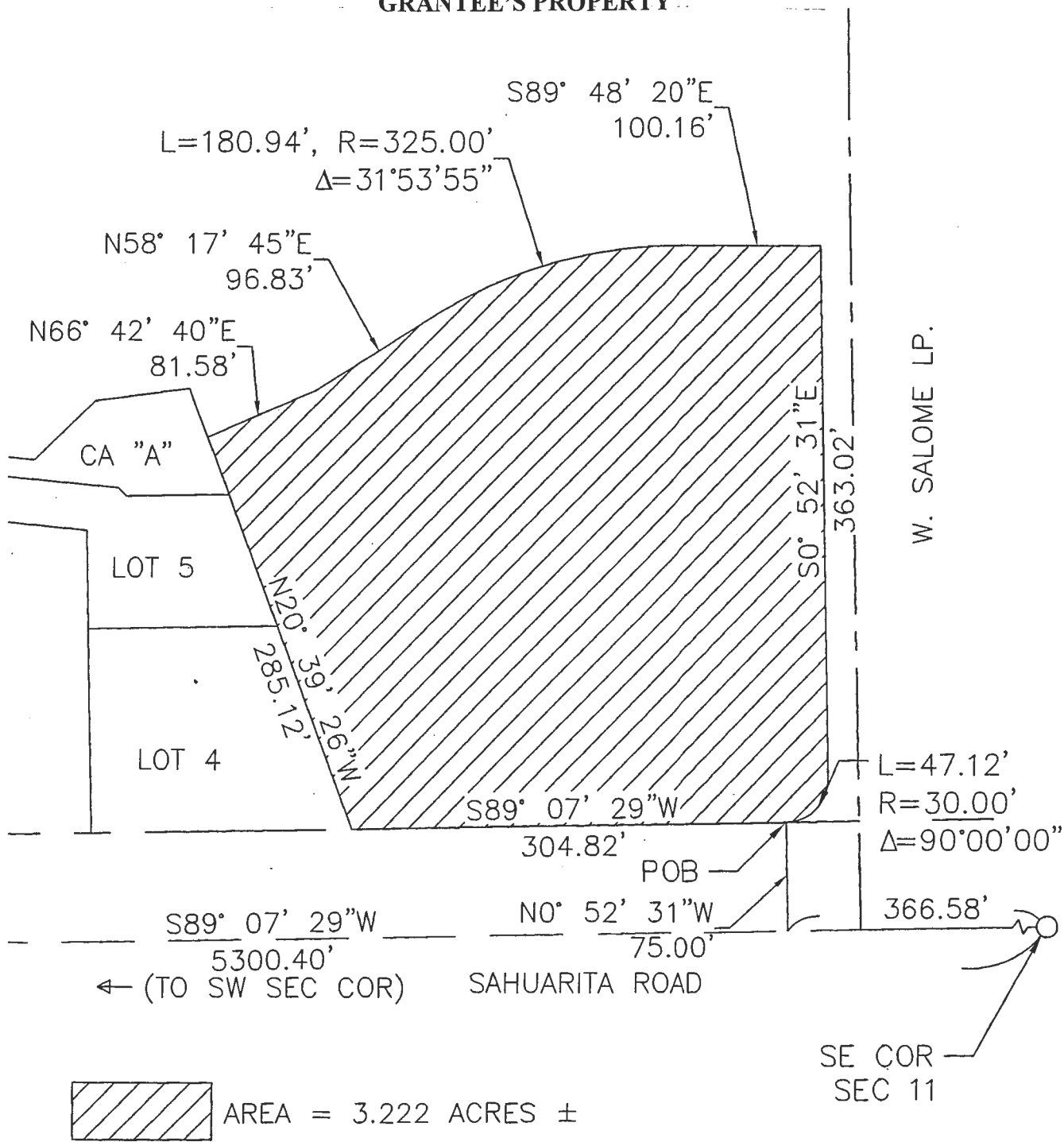
THENCE South 00°52'31" East a distance of 363.02 feet to the beginning of a tangent curve concave to the northwest having a radius of 30.00 feet and a central angle of 90°00'00";

THENCE along the arc of said curve to the right a distance of 47.12 feet to the **POINT OF BEGINNING**.



Expires 31 March 2021

**DEPICTION OF LEGAL DESCRIPTION
GRANTEE'S PROPERTY**



PIMA COUNTY SURVEY

A PORTION OF THE SE 1/4 OF SECTION 11,
TOWNSHIP 17 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 100'

Date: 09 MAY 2018

Drawn By: AJI

Sheet 3 of 3