



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

Requested Board Meeting Date: May 12, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Eagle River Land Holdings LLC

**Project Title/Description:**

3233 N. Dodge Blvd./Acquisition of Building for Regional Wastewater Reclamation Department

**Purpose:**

Acquisition of Building to improve space constraints for the Conveyance Facility

**Procurement Method:**

County seeks permission and approval for the purchase of Real Property

**Program Goals/Predicted Outcomes:**

Increase Space for the Conveyance Facility - Heavy Equipment Storage; Enclosed Storage; CIP Office Space

**Public Benefit:**

Improved Customer Service

**Metrics Available to Measure Performance:**

**Retroactive:**

N/A

**Original Information** *CT*

Document Type: Acquisition Department Code: PW Contract Number (i.e., 15-123): 15-449

Effective Date: 5/12/2015 Termination Date: 5/12/2020 Prior Contract Number (Synergen/CMS):

☒ Expense Amount: \$ 1,006,782.00

☐ Revenue Amount: \$

Funding Source(s): Sewer Revenue Funds

Cost to Pima County General Fund: None

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

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

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

*To: COB. 4.29.15  
Ver. 1  
Vendor-1  
Pgs. -20*

Procure Dept 04/20/15 PM02:11

Contact: Bill Satterly

Department: Pima County Real Property

Telephone: 520.724.6318


Department Director Signature/Date:

 4-7-2015

Deputy County Administrator Signature/Date:



County Administrator Signature/Date:

 4/17/15

(Required for Board Agenda/Addendum Items)

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>  <b>PROJECT: Acquisition of 3233 N. Dodge Blvd.</b>  <b>SELLER: Eagle River Land Holdings, L.L.C., an Arizona Limited Liability Company</b>  <b>AMOUNT: Maximum \$1,006,782.00, including closing costs</b>	<table border="1"> <tr> <td data-bbox="946 338 1443 380" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="946 380 1443 432">NO. <u>CT-PW-15000000000000000000449</u></td> </tr> <tr> <td data-bbox="946 432 1443 474">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="946 474 1443 600">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CT-PW-15000000000000000000449</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
CONTRACT					
NO. <u>CT-PW-15000000000000000000449</u>					
AMENDMENT NO. _____					
This number must appear on all invoices, correspondence and documents pertaining to this contract.					

### **PURCHASE AGREEMENT**

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

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

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

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

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Eagle River Land Holdings Purchase Agreement 1/27/15

3. **AGREEMENT DATE.** This Agreement shall be effective on the date Seller and Buyer sign and have executed this Agreement (the "**Agreement Date**"). The date Buyer signs is the date the Chair of the Pima County Board of Supervisors signs this Agreement.

4. **SALE OF PROPERTY.**

4.1. Purchase Price. The purchase price of the Property shall be Nine Hundred Seventy-five Thousand Dollars (\$975,000.00) (the "**Purchase Price**").

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

5. **SELLER'S COVENANTS.**

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

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

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

5.4. Use of Property by Seller. Seller shall, during the term of this Agreement, use the Property on a basis substantially comparable to Seller's historical use thereof. Seller shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Seller shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear

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excepted, and without liens or encumbrances that Seller will be unable to cause to be released before Closing.

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

## 6. **INSPECTION AND ACCESS.**

6.1. Inspection Period. For a period of forty-five (45) days commencing on the Agreement Date (the "**Inspection Period**"), Buyer (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon forty-eight (48) hours notice by telephone to Seller, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Buyer shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Buyer shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Seller against, and hold Seller harmless from, all claims, liens, damages, expenses, and actions arising from any negligence or ~~wrongful~~ misconduct of Buyer or Buyer's employees or agents, as a result of such Inspection.

6.2. Reports. Within ten (10) days after the Agreement Date, Seller shall provide copies to Buyer of any of the following that Seller may have, if any, use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property. During the term of this Agreement, Buyer shall deliver to Seller copies of all non-proprietary third party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as

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the same are prepared. If Buyer terminates this Agreement for any reason, all such third party reports, studies, surveys, plats or other work product shall be returned to Seller. The delivery by Seller or Buyer to the other Party of any such third party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

6.3. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Buyer may elect, by giving written notice to Seller, to extend the Inspection Period for an additional forty-five (45) days, to conduct further investigations. If the Inspection Period is extended, the term "**Inspection Period**" shall then include the additional period.

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

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

## 7. **ESCROW AND TITLE.**

7.1. Title Company and Escrow Agent. The Title Company and Escrow Agent shall be Title Security Agency LLC ("**Title Company**"), Rhonda Herrera ("**Escrow Agent**") and this Agreement shall be used as escrow instructions in connection with the escrow established with Escrow Agent under this Agreement (the "**Escrow**"). Escrow Agent shall make reasonably suitable arrangements with Buyer, upon Buyer's request, to have

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Buyer execute any of the documents to be executed by Buyer as provided in this Agreement at the office of Escrow Agent that is located the closest to the office of Buyer.

7.2. Title Commitment.

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

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

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

7.2.4. *MONETARY LIENS.* Notwithstanding the above, Buyer need not expressly object to any monetary liens and encumbrances on the Property, all of which shall be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

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

## 8. CLOSING.

8.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") shall take place at the offices of Escrow Agent. Closing shall be on or before the later of (a) one hundred twenty (120) days after the date this Agreement is approved by the County or (b) thirty (30) days after receipt of all necessary releases or consents from Lienholders. This contract shall terminate if closing has not occurred within one (1) years after execution by County.

8.2. Closing Costs. All escrow fees shall be equally divided between Seller and Buyer, and all recording and other costs related to the Closing shall be allocated by Escrow Agent in a manner customary with Escrow Agent's procedures in Pima County, Arizona. County's share of closing costs not to exceed Thirty-one Thousand, Seven Hundred Eighty-two Dollars (\$31,782.00).

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

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

8.4.1. The Purchase Price;

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

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

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8.5.1. An executed Special Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

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

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

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

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

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

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

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

10.1.2. it is aware of no pollutants, contaminants, toxic or hazardous substances, and that during Seller's ownership of the Property no wastes or materials have been stored, used or are located on the Property, or within any surface or subsurface waters thereof; and that no underground storage tanks have been located

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on the Property;

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

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

10.1.5. Seller has made available to Buyer all documents described in Section 6.2.

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

10.3. All representations and warranties contained herein shall survive the Closing for a period of two (2) years.

#### 11. SELLER'S DISCLAIMER OF WARRANTIES.

11.1.1. No Warranties. Buyer agrees that the Property shall be purchased in an "as-is" condition, with no representation or warranty of any type or nature being made by Seller. Buyer acknowledges and agrees that it is purchasing the Property solely upon the basis of its investigation described above and not on the basis of any representation, express or implied, written or oral, made by Seller or its agents, partners, coventurers, or employees. Without limiting the generality of the foregoing, Seller makes no warranty as to the sufficiency of the Property for Buyer's purposes, the square footage or acreage contained within the Property, the sufficiency or completeness of any plans for the Property, the approval of the City of Tucson of the plans, plats, zoning, or other development items relating to the Property, or as to any improvements on the Property, except as expressly set forth herein.

11.1.2. Buyer acknowledges that consummation of this transaction shall

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constitute its acknowledgment that it has independently inspected and investigated the Property (including the presence or absence of any radioactive, hazardous, petroleum-based, or toxic substances), and Seller is hereby released from all responsibility regarding the valuation or condition of the Property. Buyer agrees to accept the Property in its present condition "AS-IS", subject only to the specific warranties, if any, set forth in this Agreement.

11.1.3. Buyer acknowledges that no person acting on behalf of Seller is authorized to make, and by execution of this Agreement, buyer acknowledges that no person acting or purporting to act on behalf of Seller has made any representation, warranty, guaranty, or promise, whether oral or written, except as set forth in this Agreement; and any agreement, statement, representation, or promise made by any person which is not contained in this Agreement shall not be valid or binding upon Seller.

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

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

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

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

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

15.1. Notices.

15.1.1. WRITING. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by local or nationwide delivery/courier service or by electronic transmission (for instance, telecopy/fax to the telecopies/fax numbers indicated below or e-mail to the e-mail addresses indicated below).

15.1.2. RECEIPT. Such notices and other communications shall be deemed to be given and received as follows: (a) upon actual receipt, if delivered personally; (b) upon actual receipt, if transmitted by facsimile on a business day before 5:00 p.m. (Tucson time); (c) upon the next business day following transmission if transmitted by facsimile on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (d) upon actual receipt, if transmitted by e-mail on a business day before 5:00 p.m. (Tucson time); (e) upon the next business day following transmission if transmitted by e-mail on a day which is not a business day or if transmitted after 5:00 p.m. (Tucson time) on a business day; (f) the next business day, if delivered by overnight courier; or (g) three (3) days following deposit in the mail, if delivered by mail postage prepaid, addressed to that Party at the Party's designated address. The designated address of a Party shall be the address of that Party shown below or such other address within the United States of America that any Party from time to time may specify by written notice to the other Parties at least fifteen (15) days prior to the effective date of such change, but no such notice of change shall be effective unless and until received by the other Parties.

15.1.3. REJECTION. Rejection or refusal to accept, or inability to deliver because of changed address or because no notice of changed address is given, shall be

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deemed to be receipt of any such notice.

15.1.4. NOTICE TO ENTITY. Any notice to an entity shall be deemed to be given on the date specified in this Paragraph without regard to when such notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such notice.

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

If to Seller: Eagle River Land Holdings, LLC  
Attn: Mr. Butch Kountz  
3003 N. Conestoga Ave  
Tucson, Arizona 85749  
[gandw@mindspring.com](mailto:gandw@mindspring.com)

With a copy to:

If to Pima County:

Neil Konigsberg, Manager  
Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1207

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Telephone: 520.724.6582  
E-mail: [Neil.Konigsberg@pima.gov](mailto:Neil.Konigsberg@pima.gov)

*with a copy to:*

Tobin Rosen, Deputy County Attorney  
Pima County Attorney's Office, Civil Division  
32 N Stone Ave, Ste 2100  
Tucson, AZ 85701-1412  
Telephone: 520.740.4025  
E-mail: [Tobin.Rosen@pcao.pima.gov](mailto:Tobin.Rosen@pcao.pima.gov)

If to Escrow Agent:

Rhonda Herrera, Escrow Agent  
Title Security Agency, LLC  
6640 N. Oracle Road, Suite 120  
Tucson, AZ 85704  
Telephone: 520.219.6451  
E-mail: [Rhonda.herrera@titlesecurity.com](mailto:Rhonda.herrera@titlesecurity.com)

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

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

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

15.5. Interpretation. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties. This Agreement shall not be interpreted

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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.

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

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

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

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

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

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

15.12. Amendment. This Agreement may be amended or modified only in a

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writing signed by the Parties, which specifically references this Agreement.

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

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

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

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

15.17.Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

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

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

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robin Brigode, Clerk of the Board


\_\_\_\_\_  
Date

RECOMMENDED TO THE BOARD OF SUPERVISORS FOR APPROVAL:

  
\_\_\_\_\_  
Bill Satterly, Acquisition Agent, Real Property Services

  
\_\_\_\_\_  
Neil Konigsberg, Manager, Real Property Services


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney, Civil Division

EXEMPTION: A.R.S. § 11-1134.A.3.			Board of Supervisors Approval:	
Agent: BS	File: 11270; 005-010	Activity #:	P [X] De [ ] Do [ ] E [ ]	

**SELLER:**

**Eagle River Land Holdings L.L.C., an Arizona Limited Liability Company**

  
\_\_\_\_\_  
Signature

02-17-15  
Date

WALTER E. KOUNTZ  
Print Name

MANAGING MEMBER  
Its

Tax Code: **111-04-1270; 128C; 128D; 128A; 130A & 1310**

EXEMPTION: A.R.S. § 11-1134.A.3.			Board of Supervisors Approval:
Agent: BS	File:11270; 005-010	Activity #:	P [X] De [ ] Do [ ] E [ ]

## Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

### Parcel 1

Lot 1, Block 12, of LOHRUM SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 3 of Maps, Page 54.

2014 Tax Parcel No. 111-04-1270

### Parcel 2

Lot 2, Block 12, of LOHRUM SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 3 of Maps, Page 54.

Except the East 86 feet.

2014 Tax Parcel No. 111-04-128A

### Parcel 3

The East 86 feet of Lot 2, Block 12, of LOHRUM SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 3 of Maps, Page 54.

Except the South 47 feet.

2014 Tax Parcel No. 111-04-128C

### Parcel 4

The South 47 feet of the East 86 feet of Lot 2, Block 12, of LOHRUM SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 3 of Maps, Page 54.

2014 Tax Parcel No. 111-04-128D

### Parcel 5

Lot 3, Block 12, of LOHRUM SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 3 of Maps, Page 54.

Except the East 52 feet.

2014 Tax Parcel No. 111-04-130A

### Parcel 6

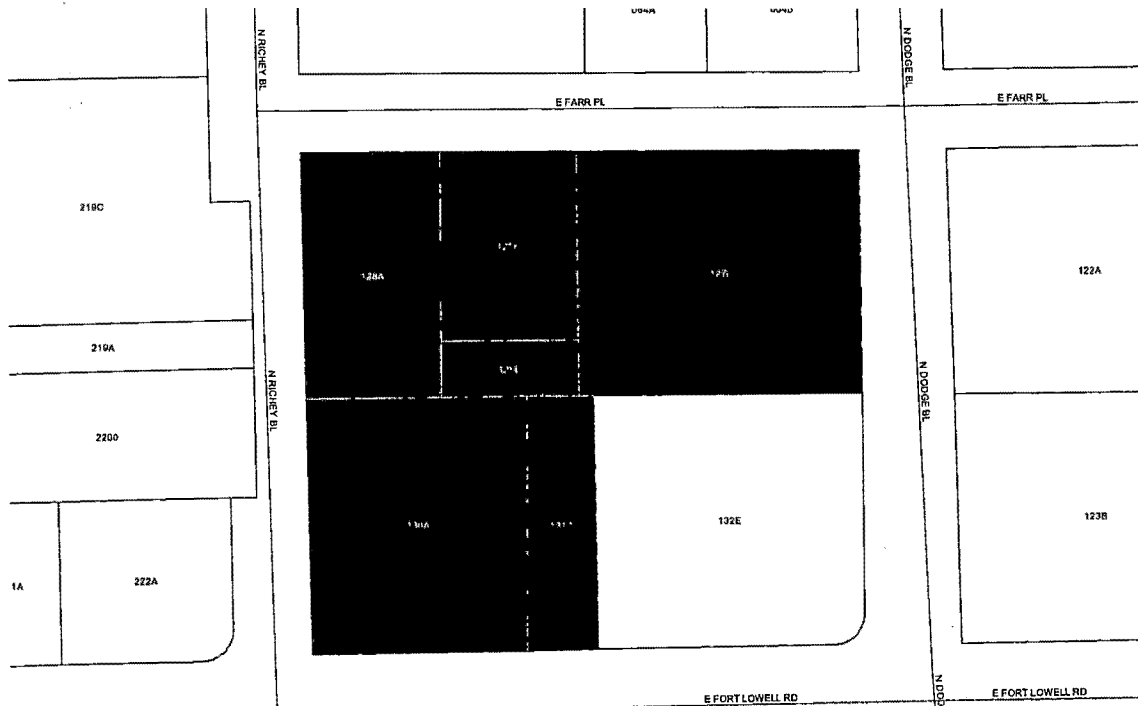
The East 52 feet of Lot 3, Block 12, of LOHRUM SUBDIVISION, according to the plat of record in the office of the County Recorder of Pima County, Arizona recorded in Book 3 of Maps, Page 54.

2014 Tax Parcel No. 111-04-1310


## Exhibit A-1

Eagle River Holdings, LLC


SECTION 28  
TOWNSHIP 13 SOUTH  
RANGE 14 EAST



Parcels: 111-04-1270;128C;128D;128A;130A;1310

 <b>N</b>	<b>Pima County Public Works Administration Real Property Services</b>
	DRAWING NOT TO SCALE DATE: January 27, 2015

## Exhibit B

 <b>First American Title™</b>	<b>Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

File No.: 600-35260-RDH

### EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2015

2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

3. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	3854
Page	79
Purpose	electric transmission distribution line or system

Affects: Parcel 5

4. LEASEHOLD, under the terms and conditions of an unrecorded lease made by,

Lessor	Roberta Gregory
Lessee	The Laundry Man
Dated	May 13, 1986
Term	10 years with automatic renewal
As disclosed by	Memorandum of Lease
Recorded	June 3, 1986
Docket	7797
Page	1330

Affects: Parcel 5

5. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket	9309
Page	692
Purpose	gas pipeline or pipelines and appurtenances

Affects: Parcels 2, 3 and 4

## Exhibit C

### SPECIAL WARRANTY DEED

For valuable consideration, Eagle River Land Holdings, L.L.C., an Arizona Limited Liability Company ("Grantor"), does hereby convey to Pima County, a political subdivision of the State of Arizona the following described property situate in Pima County, Arizona:

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

SUBJECT TO all matters of record.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF PIMA                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: BS	File #: 11270; 005-0101	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>