

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

Requested Board Meeting Date: September 6, 2016

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** City of South Tucson

**Project Title/Description:**

Sam Lena Library (Acq-0010) - BOS to sign Acquisition Agreement and Access/Parking Easement

**Purpose:**

Sam Lena Library is currently in a leased facility (the "Library Building") owned by the City of South Tucson (the "City"). The Pima County Free Library District (the "District") has leased the Library Building from City since 1986. City will sell the Library Building to District, together with a portion of the City complex common area (together the "Property"). The proceeds of the sale will be distributed to Pima County in partial satisfaction of Animal Care Fees and Incarceration Fees owed by City to Pima County.

**Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

**Program Goals/Predicted Outcomes:**

District will acquire the Property in fee, and debt owed by City to Pima County will be reduced.

**Public Benefit:**

District will own the Library Building, and City will reduce debt to Pima County.

**Metrics Available to Measure Performance:**

District is purchasing the Property at appraised value of \$450,000.00 plus closing costs, which will not exceed \$6,000.00.

**Retroactive:**

No

A handwritten signature in dark ink, located in the upper right area of the page.

To: COB - 8.26.16 (1)  
Ver. - 1  
Yjs. - 29

Addendum

Procure Dept 08/26/16 PM09:44

**Original Information**Document Type: CT Department Code: PW Contract Number (i.e., 15-123): 17\*0060Effective Date: 9/6/16 Termination Date: 11/5/2016 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☒ Expense Amount: \$ 456,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_Funding Source(s): LIB (Library District); The purchase cost \$456,000 will be transferred from Fund 2049 Unit 2505Cost to Pima County General Fund: NoneContract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant AwardsWere insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant AwardsVendor 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: \_\_\_\_\_

Contact: Bill SatterlyDepartment: Public Works - Real Property Services Telephone: 724-6318Department Director Signature/Date: [Signature] 8-24-16Deputy County Administrator Signature/Date: [Signature] 8/24/16County Administrator Signature/Date: [Signature] 8/25/16  
(Required for Board Agenda/Addendum Items)



PIMA COUNTY LIBRARY DISTRICT

PROJECT: Sam Lena Library Acquisition

SELLER: City of South Tucson

AMOUNT: \$456,000

FUNDING: Library District Fund 2049

<b>CONTRACT</b>
NO. <u>CT-PW-17-060</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

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## ACQUISITION AGREEMENT

### 1. Background.

1.1. The Town of South Tucson, a municipal corporation and South Tucson Municipal Property Corporation, an Arizona nonprofit corporation (collectively "***Seller***" or "***City***") owns property located at 1601 S. 6<sup>th</sup> Avenue, on which is located the South Tucson Municipal Complex. The improvements on the Municipal Complex include several buildings and associated common areas, which include parking lots, driveways and landscaped areas depicted on **Exhibit A-2**.

1.2. Since 1986, the Pima County Free Library District (the "***District***" or "***Buyer***") has leased a portion of the main building within the Municipal Complex, in which it has operated a library branch (the "***Library Building***"). The Library Building is separately metered for electric, water, and natural gas. There are no penetrations between the Library Building and other portions of the Municipal Complex, but there is a shared wall between them.

1.3. The District has agreed to purchase the Library Building, together with a portion of Complex Common Area, from Seller, and Seller has agreed to sell the Library Building and a portion of the Complex Common Area to District, in accordance with the terms and conditions of this Agreement.

1.4. The City owes significant sums of money to Pima County, under several intergovernmental agreements, for animal control services provided within the City (the "**Animal Care Fees**"), and for the incarceration of individuals arrested and prosecuted by the City (the "**Incarceration Fees**"). The proceeds from the sale of the Property will be paid to Pima County according to the terms and conditions of this Agreement.

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

2.1. Purchase Price: Four Hundred Fifty Thousand Dollars (\$450,000.00)

2.2. 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 Six Thousand Dollars (\$6,000.00).

2.3. Title Company: Stewart Title, Kim Moss, Escrow Agent

2.4. 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.

2.5. Property: The real property described in **Exhibit A** and depicted on **Exhibit A-1** as the "Library Parcel", which consists of the Library Building and a portion of the Complex Common Area, including parking (the "**District Parking**") and a patio area, together with the land underneath both, subject to (i) a non-exclusive easement retained by Seller for ingress, egress and parking over the District Parking, and (ii) an easement retained by Seller for use and maintenance of the shared wall.

2.6. Permanent Easement Area: the remainder of the Complex Common Area that is not part of the Property purchased by the District.

2.7. Seller's Address: City Manager, 1601 South 6<sup>th</sup> Avenue, South Tucson, AZ 85713

2.8. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Floor, Tucson, AZ 85701-1207

2.9. Removed Exceptions for the Property: item1 on **Exhibit B.**

3. **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.**"

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

4.1. The Property; and

4.2. A permanent easement over the Permanent Easement Area, in the form of **Exhibit C.**

5. **Seller's Warranties**

5.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Property other than the lease to Buyer, described in Section 1 above.

5.2. Wells and Water Rights. Seller warrants that there are no wells or water rights associated with the Property or the Complex.

5.3. Underground Improvements. Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Property or the Municipal Complex.

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 and recording fees, if any, shall be paid by Buyer.

6.1.2. Buyer will pay for a Standard Owner's Title Insurance Policy for the for the Property in the amount of the Purchase Price.

6.1.3. Seller will pay for any necessary Releases.

6.1.4. Buyer will pay a reasonable fee for other Closing Costs related to the Closing.

6.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing. If Seller's entire owned parcel is larger than the Property, then the proration will reflect the portion of taxes assessed against Seller's entire parcel that is attributable to the Property.

6.3. Buyer's Total Costs. Buyer's total costs at Closing may 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 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. 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 that will remain as exceptions to Buyer's policy of title insurance.

7.3. Title Review; Amended Commitment. Buyer will have fifteen (15) days after receipt of the Commitment, and after receipt of any Amended Commitment subsequently issued by Title Company that discloses one or more exceptions not previously disclosed (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any Schedule B exceptions listed on the Commitment or Amended Commitment (the "**Disapproval Notice**"). In the event of such disapproval, Seller will 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 (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If an Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing will be delayed 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 items listed on Schedule B of the Commitment (or Amended Commitment) to which Buyer has not objected as provided above, and the standard printed exceptions in the policy; provided, however, that Seller must cause all monetary liens and encumbrances on the Property to be removed before Closing, whether or not Buyer has issued any objection to or disapproval of any such 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 forty-five (45) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders.

8.2. Deliveries by Buyer at Closing. At Closing, Buyer will deliver to 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; 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 will deliver to Escrow the following:

8.3.1. An executed Warranty Deed in the form of **Exhibit D**, conveying fee simple title to the Property;

8.3.2. An Easement in the form of **Exhibit C**, granting to Buyer a permanent easement over the Permanent Easement Area; and

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

8.4. Distribution at Closing. At Closing, Escrow Agent will, on behalf of Seller, distribute funds in the amount of the Purchase Price to Pima County, in partial satisfaction of the Animal Care Fees and Incarceration Fees due and owing from Seller to Pima County, as set forth on **Exhibit E**.

8.5. Delivery of Possession. Seller will deliver possession of the Property to Buyer at Closing.

8.6. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer.

## 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 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 will obtain all government approvals required to close the sale of the Property, if any.

9.5. Use of Property by Seller. Seller will, 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, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

9.7. Reports. Seller shall make available to Buyer all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

## 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, 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.

10.2. 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 or if Seller's Cure Notice is not acceptable to Buyer, 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.** No broker or finder has been used and Buyer owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

12. **Default, Remedies, and Conditions Precedent.** 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 arbitration 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 of Property**

<b><u>Exhibit A-2</u></b>	<b>South Tucson Municipal Complex</b>
<b><u>Exhibit B</u></b>	<b>Permitted Exceptions for Property</b>
<b><u>Exhibit C</u></b>	<b>Form of Permanent Easement to District</b>
<b><u>Exhibit D</u></b>	<b>Form of Deed</b>
<b><u>Exhibit E</u></b>	<b>Distribution to Pima County</b>

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.

14.16. Rent. The final payment of rent under the existing lease between the District and the City shall be the payment due June 1, 2016. In the event that the Closing has not occurred on or before June 30, 2016, the District may continue to occupy the Property pursuant to the terms of the existing lease, provided that no rent payment shall be due for the period from and after June 30, 2016 until Closing.

THE TOWN OF SOUTH TUCSON, a municipal corporation

BY: \_\_\_\_\_  
Miguel Rojas, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

SOUTH TUCSON MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation

BY: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

**PIMA COUNTY FREE LIBRARY DISTRICT, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Directors

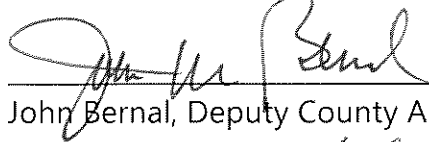
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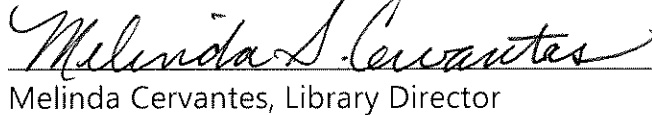
ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
John Bernal, Deputy County Administrator, Public Works

  
\_\_\_\_\_  
Melinda Cervantes, Library Director

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Regina L. Nassen, Deputy County Attorney

*For the purpose of agreeing to the distribution of funds set forth in Section of the above agreement only.*

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

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

22 March 2016

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SAM LENA LIBRARY**

All that portion of Block 6 of Chattman's Addition, a subdivision plat recorded in Book 2 of Maps and Plats at Page 22, and Lots 5 thru 9 of Block 5 of Hughes Subdivision, a subdivision plat recorded in Book 3 of Maps and Plats at Page 92, recorded in the office of the Pima County Recorder, Arizona, being located in the Northeast Quarter of Section 24, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 5955 at Page 1115, more particularly described as follows:

**COMMENCING** at the northeast corner of said Block 6 of Chattman's Addition;

**THENCE** along the north line of said Block 6, South 89°07'05" West a distance of 211.20 feet to the **POINT OF BEGINNING**;

**THENCE** South 00°53'33" East a distance of 52.31 feet;

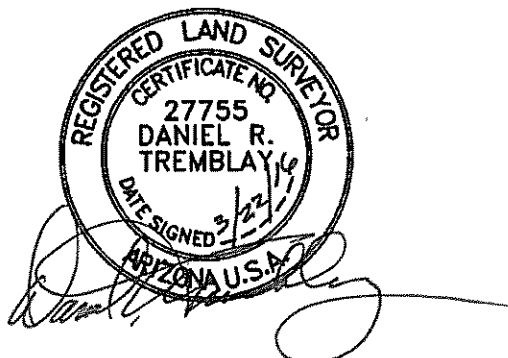
**THENCE** South 89°11'04" West a distance of 37.81 feet;

**THENCE** South 00°50'42" East a distance of 72.84 feet;

**THENCE** South 89°11'04" West a distance of 147.13 feet to a point on the east right of way line of South Sixth Avenue;

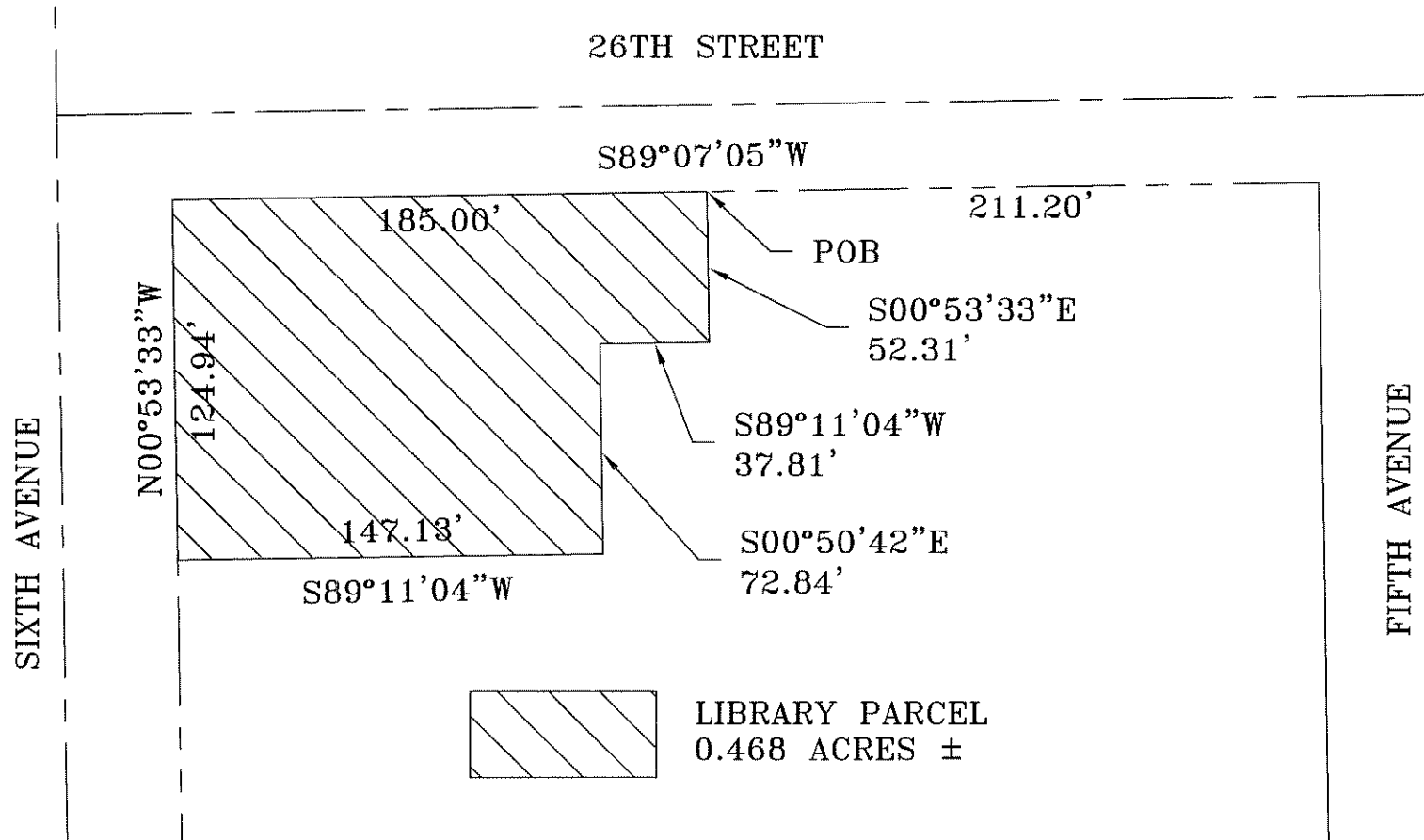
**THENCE** along said east right of way line North 00°53'33" West a distance of 124.94 feet to the northwest corner of Lot 5 of Hughes Subdivision;

**THENCE** along said north line North 89°07'05" East a distance of 185.00 feet to the **POINT OF BEGINNING**.



Expires 31 March 2018

# DEPICTION OF EXHIBIT "A"-1



## PIMA COUNTY SURVEY

A PORTION OF DOCKET 5955 PAGE 1115  
LOCATED IN SECTION 24, TOWNSHIP 14 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 60'

Date: 18 March 2016

Drawn By: DRT

Sheet 2 of 2

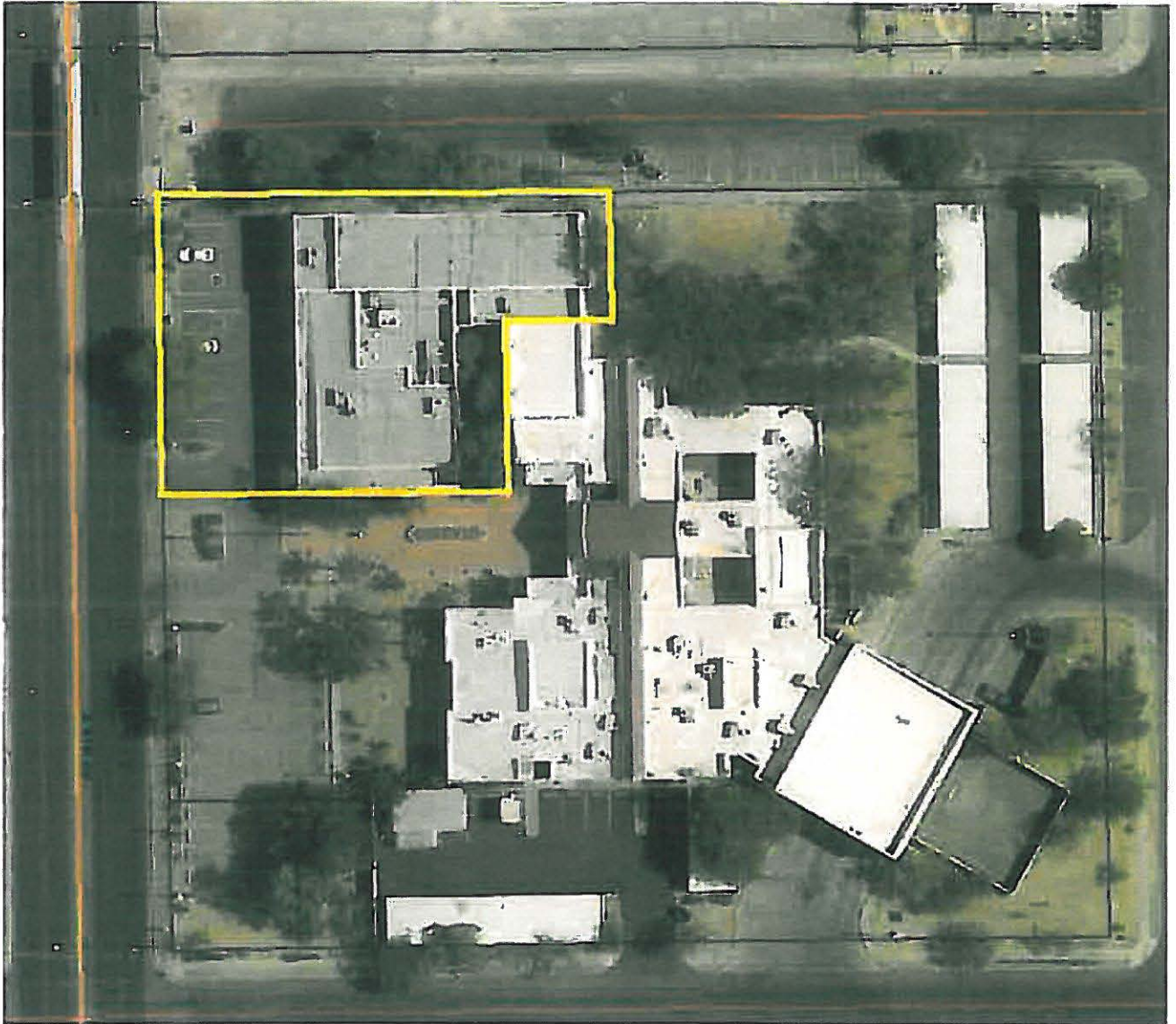




EXHIBIT A-2  
Complex Common Areas  
(highlighted area is portion being conveyed  
to Library District)

SAM LENA LIBRARY | SOUT  
PROPERTY

**Aerial Photo**



# Exhibit B

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

File No.: 05504-16042

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the Company.

- i. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- ii. Subject to the usual printed exclusions and exceptions contained in the regular form of policy, reprinted for reference on the Addendum attached hereto.

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2016.
2. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
3. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
4. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
5. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
6. Right of way for existing sewer, gas, water or similar pipelines or for canals, laterals or ditches or for electric, telephone and similar lines, if any, that are in existence lying within alley shown in Block 6 of Chattman's Addition.
7. Easement for electric transmission and distribution lines and rights incident thereto, as set forth in instrument recorded in Docket 8258, page 751 and re-recorded in Docket 9458, page 815.
8. Provisions within Resolution No. 92-12-A-85 Tucson-Oracle-Junction-Globe in Docket 9446, page 430.
9. Any easements or rights of way not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.



# EXHIBIT C



Public Works Administration  
Real Property Services  
201 N. Stone Avenue, Sixth Floor  
Tucson, Arizona 85701-1215  
(520) 724-6313 FAX (520) 724-6763

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When recorded, return to:

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

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## ACCESS AND PARKING EASEMENT AND COMMON AREA EXPENSE

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

*Grantor:* the Town of South Tucson, a municipal corporation, and South Tucson Municipal Property Corporation, an Arizona nonprofit corporation

*Grantee:* the Pima County Free Library District

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

*Easement Area:* the common areas of the real property depicted on Exhibit B, excluding Grantee's Property

2. **Background and Purpose.** Grantee has acquired Grantee's Property from Grantor pursuant to the terms of an Acquisition Agreement between Grantor and Grantee. Grantee's Property has been, and will continue to be used by Grantee as a public library. This Easement will provide the public access to Grantee's Property over adjacent property that has been retained by Grantor.

3. **Grant of Easement.** Grantor hereby conveys to Grantee, for the benefit of Grantee and Grantee's Property, a perpetual, non-exclusive access easement for ingress and egress over the Easement Area, and parking in the parking lot portion of the Easement Area. The Easement Area may be used for public access to Grantee's property by all persons accessing the public library. The parking portion of the Easement Area may be used by all members of the public and library staff accessing the public library on Grantee's Property. Grantor further convey to Grantee an easement

## EXHIBIT C

for use and maintenance of the shared wall between the building being conveyed to Grantee and the property retained by Grantor.

4. **Maintenance of Easement Area.** Grantor shall maintain the Easement Area in a good and safe condition. Grantee shall have no responsibility for any common area expenses or any other costs related to maintenance of the Easement Area. Grantor and Grantee agree that each shall be responsible for maintaining the portion of the parking lot owned in fee by each of them. Grantor and Grantee agree to work together to maintain the entire parking lot in good condition and to prorate the maintenance cost.

5. **Indemnity.** To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from any and all present or future claims, demands, causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee, its officers, agents and/or employees in connection with the use of the Easement Area.

6. **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.

7. **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.

8. **Covenant to Run with Land.** This Easement is a covenant that runs with the land.

9. **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:**

**THE TOWN OF SOUTH TUCSON, a municipal corporation**

BY: \_\_\_\_\_  
Miguel Rojas, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

# EXHIBIT C

SOUTH TUCSON MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation

BY: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

STATE OF ARIZONA )  
 ) §

COUNTY OF PIMA )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the South Tucson Municipal Property Corporation

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

My Commission Expires:

\_\_\_\_\_

## GRANTEE:

**PIMA COUNTY FREE LIBRARY DISTRICT, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

Board of Supervisors Approval:

Agent:	File #:	Activity #:	P [ ] De [ ] Do [ ] E [ ]
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## EXHIBIT D



### PUBLIC WORKS ADMINISTRATION – REAL PROPERTY

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When Recorded, Please Return to:

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

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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 Town of South Tucson, a municipal corporation and South Tucson Municipal Property Corporation, an Arizona nonprofit corporation (collectively "Grantor"), hereby convey to the Pima County Free Library District, a political taxing authority of the State of Arizona ("Grantee"), the real property described on **Exhibit A** (the "Property"), situated in Pima County, Arizona.

This conveyance is subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

Retained Easement. The Property is a portion of a governmental complex, as depicted on **Exhibit B**, the remainder of which will continue to be owned by Grantor ("Grantor's Retained Property"). The Property is being conveyed to Grantee *subject to* (i) a nonexclusive easement retained by Grantor for ingress, egress and parking over the parking area of the Property ("Grantee's Parking Area"), and (ii) an easement retained by

Grantor for use and maintenance of the shared wall between the building being conveyed to Grantor and the Retained Property.

Grantee shall maintain Grantee's Parking Area in a good and safe condition. Grantor shall have no responsibility for any common area expenses or any other costs related to maintenance of the Grantee's Parking Area. Grantor and Grantee agree that each shall be responsible for maintaining the portion of the parking lot owned in fee by each of them. Grantor and Grantee agree to work together to maintain the entire parking lot in good condition and to prorate the maintenance cost. Neither part will do anything to damage the integrity of this wall.

Grantee shall not erect, place or maintain, nor permit the erection, placement, or maintenance of any improvements on Grantee's Parking Area that would unreasonably interfere with the ability of Grantor to exercise the rights granted herein.

The above easements run with the land and are binding on successor owners of any portion of the Property or the Retained Property.

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

THE TOWN OF SOUTH TUCSON, a municipal corporation

BY: \_\_\_\_\_  
Miguel Rojas, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

SOUTH TUCSON MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation

BY: \_\_\_\_\_

Its:

Date: \_\_\_\_\_

STATE OF ARIZONA            )

) ss.

COUNTY OF PIMA            )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the South Tucson Municipal Property Corporation

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

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



## EXHIBIT E

\$36,309 - sums due and owing for FY 2015 incarceration services under Pima County Contract CTN-SD-15\*029

\$14,254.00 - sums due and owing for FY 2015 PACC services under Pima County Contract CTN-HD-12\*0081

\$106,760.63 toward payment no. 1 of the Jail Payment Arrangement (2015) [BOS Resolution 2013-100]

\$106,760.63 toward payment no. 2 of the Jail Payment Arrangement (2016)

\$185,915.74 – sums due and owing for Fiscal Year 2016 animal care services (County Contract CTN-HD 16\*003) and incarceration services (County Contract CTN-SD 15\*165)



Public Works Administration  
Real Property Services  
201 N. Stone Avenue, Sixth Floor  
Tucson, Arizona 85701-1215  
(520) 724-6313 FAX (520) 724-6763

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When recorded, return to:

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

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**ACCESS AND PARKING EASEMENT  
AND COMMON AREA EXPENSE**

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

*Grantor:* the Town of South Tucson, a municipal corporation, and South Tucson Municipal Property Corporation, an Arizona nonprofit corporation

*Grantee:* the Pima County Free Library District

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

*Easement Area:* the common areas of the real property depicted on **Exhibit B**, excluding Grantee's Property

2. **Background and Purpose.** Grantee has acquired Grantee's Property from Grantor pursuant to the terms of an Acquisition Agreement between Grantor and Grantee. Grantee's Property has been, and will continue to be used by Grantee as a public library. This Easement will provide the public access to Grantee's Property over adjacent property that has been retained by Grantor.

3. **Grant of Easement.** Grantor hereby conveys to Grantee, for the benefit of Grantee and Grantee's Property, a perpetual, non-exclusive access easement for ingress and egress over the Easement Area, and parking in the parking lot portion of the Easement Area. The Easement Area may be used for public access to Grantee's property by all persons accessing the public library. The parking portion of the Easement Area may be used by all members of the public and library staff accessing the public library on Grantee's Property. Grantor further convey to Grantee an easement

for use and maintenance of the shared wall between the building being conveyed to Grantee and the property retained by Grantor.

4. **Maintenance of Easement Area.** Grantor shall maintain the Easement Area in a good and safe condition. Grantee shall have no responsibility for any common area expenses or any other costs related to maintenance of the Easement Area. Grantor and Grantee agree that each shall be responsible for maintaining the portion of the parking lot owned in fee by each of them. Grantor and Grantee agree to work together to maintain the entire parking lot in good condition and to prorate the maintenance cost.

5. **Indemnity.** To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from any and all present or future claims, demands, causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee, its officers, agents and/or employees in connection with the use of the Easement Area.

6. **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.

7. **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.

8. **Covenant to Run with Land.** This Easement is a covenant that runs with the land.

9. **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:**

**THE TOWN OF SOUTH TUCSON, a municipal corporation**

BY: \_\_\_\_\_  
Miguel Rojas, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

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

22 March 2016

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SAM LENA LIBRARY**

All that portion of Block 6 of Chattman's Addition, a subdivision plat recorded in Book 2 of Maps and Plats at Page 22, and Lots 5 thru 9 of Block 5 of Hughes Subdivision, a subdivision plat recorded in Book 3 of Maps and Plats at Page 92, recorded in the office of the Pima County Recorder, Arizona, being located in the Northeast Quarter of Section 24, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 5955 at Page 1115, more particularly described as follows:

**COMMENCING** at the northeast corner of said Block 6 of Chattman's Addition;

**THENCE** along the north line of said Block 6, South 89°07'05" West a distance of 211.20 feet to the **POINT OF BEGINNING**;

**THENCE** South 00°53'33" East a distance of 52.31 feet;

**THENCE** South 89°11'04" West a distance of 37.81 feet;

**THENCE** South 00°50'42" East a distance of 72.84 feet;

**THENCE** South 89°11'04" West a distance of 147.13 feet to a point on the east right of way line of South Sixth Avenue;

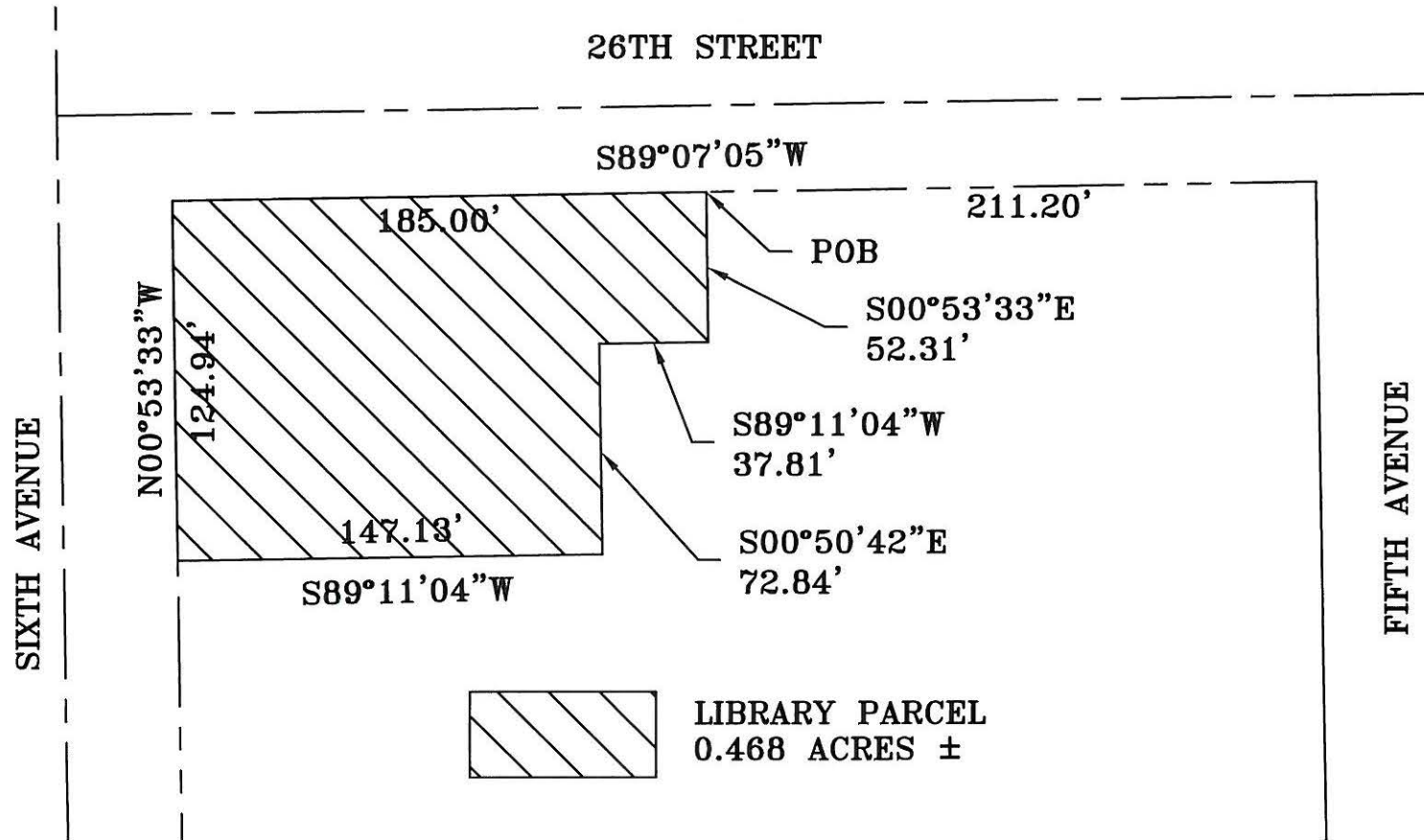
**THENCE** along said east right of way line North 00°53'33" West a distance of 124.94 feet to the northwest corner of Lot 5 of Hughes Subdivision;

**THENCE** along said north line North 89°07'05" East a distance of 185.00 feet to the **POINT OF BEGINNING**.



Expires 31 March 2018

# DEPICTION OF EXHIBIT "A"



## PIMA COUNTY SURVEY

A PORTION OF DOCKET 5955 PAGE 1115  
LOCATED IN SECTION 24, TOWNSHIP 14 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 60'

Date: 18 March 2016

Drawn By: DRT

Sheet 2 of 2





EXHIBIT B TO  
ACCESS AND PARKING  
EASEMENT

SAM LENA LIBRARY | SOUT  
PROPERT

**Aerial Photo**

