



**Contract / Award Information**

Document Type: CT Department Code: PW Contract Number (i.e.,15-123): 21\*0111  
Commencement Date: 8/17/2020 Termination Date: 8/16/2021 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ **Expense Amount: \$\*** 3,365,000.00 ☐ **Revenue Amount: \$** \_\_\_\_\_

**\*Funding Source(s) required:** General Fund (GMI-C19 US Treasury CRF, reimbursement for County paid leave)

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number? ☐ Yes ☒ No

*If Yes, attach the required form per Administrative Procedure 22-10.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e.,15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense 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): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:**

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

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

**\*Funding Source:** \_\_\_\_\_

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

Contact: Jim Rossi

Department: PWA-Real Property Services Telephone: 520-724-6318

Department Director Signature/Date: [Signature] 8/5/2020

Deputy County Administrator Signature/Date: [Signature] 8/5/2020

County Administrator Signature/Date: [Signature] 8/5/2020  
(Required for Board Agenda/Addendum Items)

## 350 South Toole Avenue

### Legend

☐ Parcels



487.3 0 243.66

Feet



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

Notes:

7/31/2020



**ACQUISITION NO. ACQ-1007**

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

- 1.1. Seller: Levin Family LLC, an Arizona limited liability company (FKA Levin Family Limited Partnership, an Arizona limited partnership)
- 1.2. Buyer: Pima County, a political subdivision of the State of Arizona
- 1.3. Purchase Price: the sum of Three Million Three Hundred Fifty Thousand (\$3,350,000.00)
- 1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, and (ii) Buyer's share of Prorations, which combined shall not exceed Fifteen Thousand Dollars (\$15,000.00)
- 1.5. Title Company: Title Security Agency, LLC, 1 S. Church Ave, Suite 1610, Tucson, Arizona 85701
- 1.6. Effective Date: the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Buyer executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.7. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any.



- 1.8. Removed Exceptions: items (none) on **Exhibit B**
- 1.9. Seller's Address: 6964 E. Century Park Dr, Tucson, Arizona 85756
- 1.10. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6<sup>th</sup> Flr, Tucson, AZ 85701-1207; E-mail: Jeffrey.teplitsky@pima.gov
2. **Parties; Effective Date.** This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."
3. **Purchase of Property; Right of Entry.** In lieu of exercising Buyer's power of eminent domain, Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:
- 3.1. Fee interest in the Property and any appurtenant easements;
- 3.2. The right for Buyer, its agents and contractors, to enter upon the Property (the "**ROE**") for thirty (30) days after the Effective Date to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Vector (as defined below).
4. **Occupancy of the Property.**
- 4.1. **Vector Lease.** The Property is currently occupied by a private entity ("**Vector**") under a lease with Seller (the "**Vector Lease**"). Vector is currently engaged in a Chapter 11 bankruptcy reorganization. Seller represents and warrants that the Vector Lease was not assumed in a timely manner by the bankruptcy trustee and that it has therefore been deemed rejected. Vector is obligated to surrender possession of the Property but has not yet done so. In effect, it is currently a holdover, month-to-month tenant.
- 4.2. **Buyer Lease Option.** If Buyer, no later than the date that is 30 days after the Effective Date of this agreement, notifies Seller that Buyer wishes to occupy the Property or some portion of the Property prior to Closing, Seller will enter into a lease ("**Buyer Lease**") with Buyer for the property or the portion of the Property Buyer wishes to occupy (the "**Premises**").

4.2.1. *Notice.* The notice from Buyer must be in writing and must specify a date for the Buyer Lease that is no less than 2 weeks and no more than 4 weeks after the date of the notice ("**Commencement Date**"). The notice must be accompanied by an agreement executed by Vector, which is enforceable by either Buyer or Seller, stating that Vector will vacate the Premises by the Commencement Date.

4.2.2. *Term and Termination.* The Buyer Lease will commence on the Commencement Date and will terminate on the Closing Date. If, however, Closing has not occurred by the first anniversary of the Effective Date, then this Agreement will automatically terminate and either party may, at any time after that date, terminate the Buyer Lease with thirty days written notice to the other party.

4.2.3. *Form; Terms.* The Buyer's Lease form will be used if Buyer wishes to occupy the Premises prior to closing. It will be a triple net lease under which Buyer will either pay directly or reimburse Seller for all utilities supplied to the Premises and all property taxes fairly apportioned to the Premises for the period of Buyer's occupancy. The rent will be \$6.15 per rentable square foot per annum.

4.2.4. *Possession.* Seller will ensure that Vector has vacated the Premises by the Commencement Date stated in the notice so that Buyer can take possession of the Premises.

4.2.5. *Credit against Purchase Price.* All rent paid by Buyer under the Buyer Lease will be credited towards the Purchase Price and reduce the Buyer's obligations at Closing. If this Agreement terminates as provided in 4.2.2, Seller will retain all rent paid.

## 5. **Seller's Warranties**

5.1. Leases. Vector is the only person or entity with any occupancy or other rights to the Property and is a month-to-month holdover tenant whose right to occupy the Property can be terminated with thirty days' notice.

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

5.2. Underground Improvements. Seller warrants that there are no septic tanks, septic or leach fields, alternative waste disposal systems, and/or other underground improvements on the Property, except as specifically identified on **Exhibit C** attached.

5.3. Lot Owner's Association. The following statement is on the approved subdivision plat: "A LOT OWNERS ASSOCIATION WILL BE FORMED AND WILL BE RESPONSIBLE FOR THE MAINTENANCE AND CONTROL OF PRIVATE SEWERS." Seller warrants and represents that no Lot Owner's Association exists and the Property is not subject to assessment by an association. Seller warrants and represents that the Property is connected directly to public sewer and is not connected into a private sewer system serving other property within the subdivision. Seller will indemnify, defend, and hold Buyer harmless from and against any claims by an association.

## 6. **Closing Costs and Prorations.**

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

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

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

6.1.3. Seller will pay for any necessary Releases.

6.1.4. Buyer will pay 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 Possession Date outlined in Paragraph 4.2.4 above.

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

## 7. Escrow and Title.

7.1. Escrow. Title 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 which will remain as exceptions to Buyer's policy of title insurance.

7.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Buyer shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

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



## 8. **Closing.**

8.1. Closing Date. The Closing of the sale of the Property to Buyer (the "**Closing**") will take place at the office of Title Company on or before sixty (60) 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. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within one year after execution by Buyer.

8.2. Cross Access and Shared Parking. Prior to the Closing date Seller shall establish and record a cross access and shared parking easement acceptable to the Parties. Said easement shall be substantially in the form of the attached **Exhibit E**.

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

8.3.1. The Purchase Price, which will be paid in full at Closing payable to Title Company by Buyer's check; and

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

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

8.4.1. An executed Warranty Deed in the form of **Exhibit D**;

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

8.4.3. Buyer will take title subject to Vector's month-to-month tenancy. Seller will provide Buyer, at closing, an estoppel certificate in a form reasonably satisfactory to Buyer, signed by Vector, stating that the Vector Lease has been terminated; that Vector is currently a holdover tenant with a month-to-month occupancy and has no

other interest or claim to the Property or occupancy or use of the Property; and that Vector has no claim against Seller under the Vector Lease or otherwise; and

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

8.5. Delivery of Possession. Seller shall deliver possession of the Property to Buyer at closing, subject to the Vector month-to-month tenancy if it is still in effect with respect to any portion of the Property.

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

9.5. Use of Property by Seller. Seller shall, prior to the Closing, use the Property on a basis substantially comparable to Seller's historical use thereof. Seller shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be

released before the Closing.

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

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.

<b><u>Exhibit A</u></b>	<b>Description of Property</b>
<b><u>Exhibit A-1</u></b>	<b>Depiction Showing Property</b>
<b><u>Exhibit B</u></b>	<b>Permitted Exceptions for Property</b>
<b><u>Exhibit C</u></b>	<b>Seller Disclosure of Underground Improvements</b>
<b><u>Exhibit D</u></b>	<b>Form of Deed for Property</b>
<b><u>Exhibit E</u></b>	<b>Form of Cross Access and Parking Easement</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 three (3) business days after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served 24 hours after delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

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

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

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

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

warranties as are expressly set forth herein.

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

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

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

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

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

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

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

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




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

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

Seller's Approval and Acceptance:

Levin Family LLC, an Arizona limited liability company  
(FKA Levin Family Limited Partnership, an Arizona limited partnership)

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

Mike Levin \_\_\_\_\_ (printed name)

Its: Member\_\_\_\_\_

Date: August 3, 2020\_\_\_\_\_

Buyer's Approval and Acceptance:

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

\_\_\_\_\_  
Chairman, Board of Supervisors

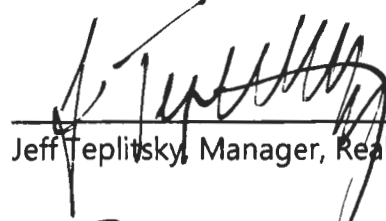
\_\_\_\_\_  
Date

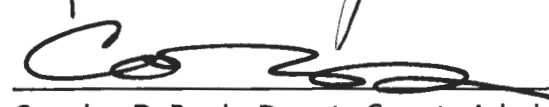
ATTEST:

\_\_\_\_\_  
Julie Castaneda, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jeff Teplitsky, Manager, Real Property Services

 8/4/2020  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kell Olson, Deputy County Attorney

03 August 2020

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**BLOCK C SOUTH**

All that part of Block C south recorded in Docket 10551 Page 280 in the office of the Pima County Recorder, Pima County, Arizona, being a portion of Block C of Cushing Business Center, Blocks A thru D and Las Brisas, Blocks 1 thru 5, a subdivision of Pima County, Arizona, recorded in the office of the Pima County Recorder in Book 35 of Maps and Plats at Page 19, and being within the Northeast One-Quarter of Section 13, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**BEGINNING** at a point being the southeast corner of said Block C, to which the southwest corner of said Block C bears South 89°34'50" West a distance of 357.80 feet;

**THENCE** along the south line of said Block C, South 89°34'50" West a distance of 357.80 feet;

**THENCE** along the west line of said Block C North 00°25'10" West a distance of 306.53 feet;

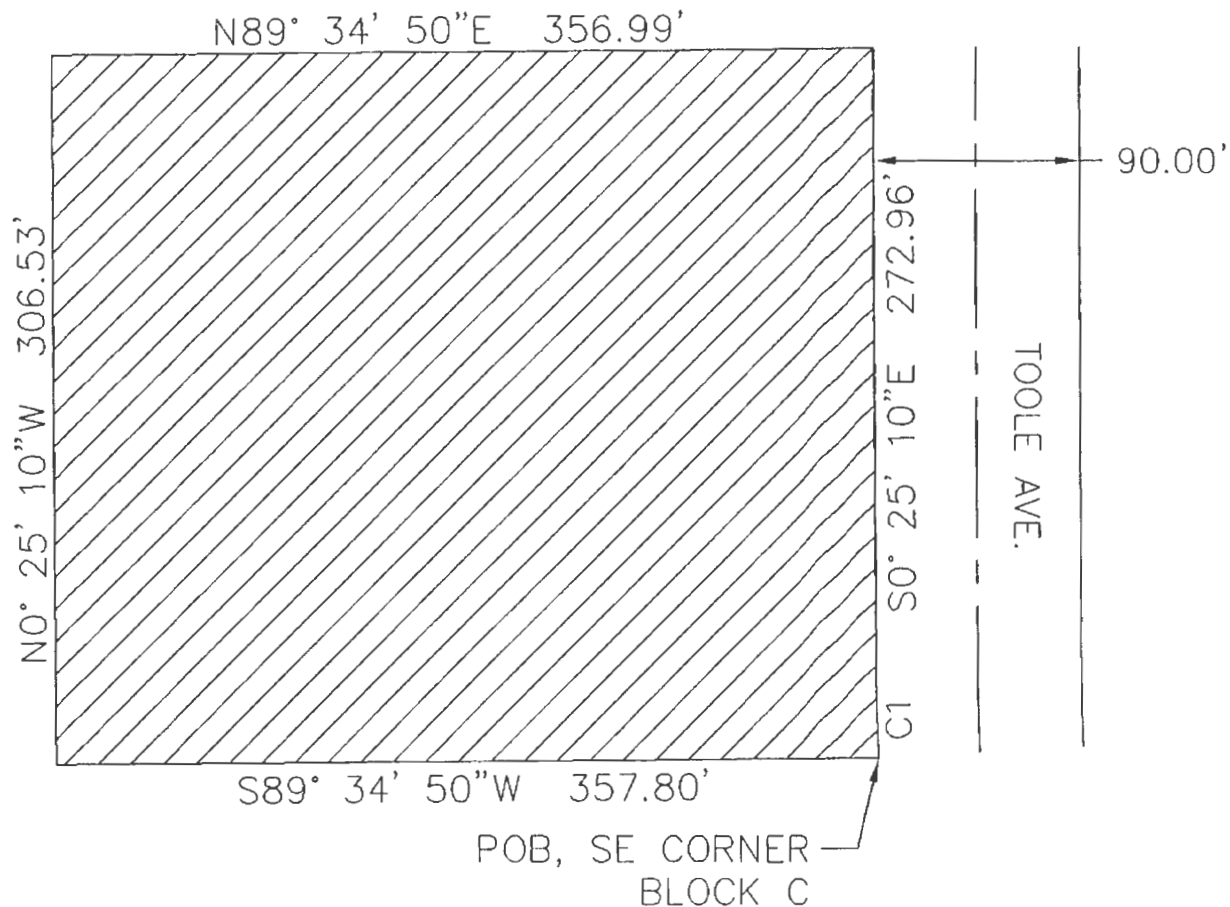
**THENCE** North 89°34'50" East a distance of 356.99 feet to a point on the west right of way line of said Toole Avenue and east line of said Block C;

**THENCE** along said east line of Block C and west right of way line of Toole Avenue, South 00°25'10" East a distance of 272.96 feet to the beginning of a tangent curve concave to the west having a radius of 695.00 feet and a central angle of 02°46'06";

**THENCE** continuing along said east line of Block C and west right of way line of Toole Avenue and the arc of said curve to the left a distance of 33.58 feet to the **POINT OF BEGINNING**.



# DEPICTION OF EXHIBIT "A"1



Curve Table			
Curve #	Length	Radius	Delta
C1	33.58	695.00	2°46'06"



AREA = 2.512 ACRES +/-



## PIMA COUNTY SURVEY

A PORTION OF BLOCK C PER DOCKET 10551 PAGE 280  
LOCATED IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 80'

Date: 3 August 2020

Drawn By: AJI

Sheet 2 of 2

## **EXHIBIT B**

### **SCHEDULE B Exceptions**

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year: 2020
3. 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.
4. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision recorded in Book 35 of Maps and Plats at page 19.
5. EASEMENT and rights incident thereto, as set forth in instrument:  
Recorded in Docket 8315 Page1074  
Purpose: electric facilities and communication facilities
6. RIGHTS OF PARTIES in possession.

## EXHIBIT "C"

### Owner Disclosure of Underground Improvements

Owner's Name: Levin Family LLC, an Arizona limited liability company

Tax Parcel Number(s): 117-06-320D

Date: August 3, 2020

The purpose of this questionnaire is for Owner to disclose all information of which Owner is aware, pertaining to the location of septic tanks, septic or leach fields, alternative waste disposal systems, or underground storage facilities on the property being acquired which may be impacted by the County's proposed use of the property. If more space is needed to answer one or more questions, please attach additional sheets or maps as needed.

1. Is there a septic tank, septic or leach field, or alternative waste disposal system located on the property being acquired?

Yes \_\_\_\_\_ No X If NO, skip to question #2

Describe septic facility: \_\_\_\_\_

\_\_\_\_\_

Location: \_\_\_\_\_

Is the septic tank/field still in use? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, Owner and County agree to the following arrangement concerning the facility:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Are you aware of any irrigation or other underground improvements on the property that would impact the current uses of the property? Yes \_\_\_\_\_ No X If YES, please explain.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## EXHIBIT "D"

When Recorded, Please Return to:

Pima County Real Property Services  
201 North Stone Avenue, 6<sup>th</sup> 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, Levin Family LLC, an Arizona limited liability company (that acquired title as Levin Family Limited Partnership, an Arizona limited partnership), the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** and depicted in **Exhibit A-1** 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.

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<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: JR	File #: Acq-1007	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Levin Family LLC, an Arizona limited liability company;  
(that acquired title as Levin Family Limited Partnership, an Arizona limited partnership)

By \_\_\_\_\_

\_\_\_\_\_  
Date

Its \_\_\_\_\_

STATE OF ARIZONA       )  
                                      ) ss.  
COUNTY OF PIMA       )

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Levin Family LLC, an Arizona limited liability company.

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

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

Page 2 of 2

<b>EXEMPTION: A.R.S. §11-1134.A.3.</b>		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: JR	File #: Acq-1007	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

## EXHIBIT E

### DECLARATION OF CROSS ACCESS AND PARKING

This Declaration of Cross Access and Parking Easement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Levin Family LLC, an Arizona limited liability company Declarant"), whose address 6964 E. Century Park Dr, Tucson, Arizona 85756.

#### RECITALS:

- A. Declarant is the owner of Block C of Cushing Business Center, Blocks A thru D and Las Brisas, Blocks 1 thru 5, a subdivision of Pima County, Arizona according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 35 of Maps and Plats at page 19 thereof (the "Property").
- B. The Property has been split into two parcels which are further described by the attached Exhibit A (Northern Block C) and Exhibit B (Southern Block C), each developed with industrial buildings, common access and parking.
- C. Declarant desires to sell the Property. In anticipation of Northern Block C and Southern Block C being owned by different entities, Declarant wishes to establish certain reciprocal easements on the Property to enable the owners to have the full use and benefit of their respective properties.
- D. The owners of the Property and their respective lessees, occupants, customers, employees, licensees, tenants and business invitees will be referred to in this Declaration as the "Permittees."

NOW, THEREFORE, in consideration of the terms of this Agreement, and in consideration of the recitals above which are incorporated herein, Declarant declares as follows:

#### ARTICLE I

##### Use, Relocation and Reconfiguration

- 1.1. **Access, Parking, and Sidewalk Easement for Northern Block C.** A perpetual, non-exclusive easement is hereby created upon, over and across portions of Southern Block C as depicted by the attached Exhibit C, for the benefit of Northern Block C, for the limited purpose of pedestrian and vehicular ingress and egress to Northern Block C and vehicular parking by Block C Permittees.

- 1.2. **Access Easement for Southern Block C.** A perpetual, non-exclusive easement is hereby created upon, over and across portions of Northern Block C as depicted by the attached Exhibit D, for the benefit of Southern Block C, for the limited purpose of and vehicular ingress and egress to Southern Block C by Southern Block C Permittees.
- 1.3. **Easement Areas.** The areas subject to the above easements (the “**Easement Areas**”) include the following improvements: driveways, traffic lanes, parking spaces and curb cuts thereon, extending from the common boundary between Northern Block C and Southern Block C to Toole Avenue. Owners of the Property may not alter their portion of the Property in a manner that reduces the size of any Easement Area or interferes with the reciprocal easement rights established herein.
- 1.4. **Use.** Use of the Easement Areas by the benefitted parties is not exclusive but shall be in common with the use thereof by the Permittees of the Property upon which the Easement Areas are located. Owners of the Property shall be entitled to use those portions of the Easement Areas that lie within their property for those uses provided herein and for any other reasonable uses (including underground uses) so long as such other uses do not interfere with or obstruct the reasonable use of the Easement Areas by the other Permittees.
- 1.5. **Relocation and Reconfiguration.** Owners of the Property shall retain the right, from time to time, to relocate and/or reconfigure all or portions of the Easement Areas lying within their respective property at their sole costs and expense; provided, however, nothing such owner does in connection with such relocation and/or reconfiguration may: (i) interfere with the free and unimpeded flow of vehicular and pedestrian traffic beyond the specific time reasonably required to accomplish any permitted relocation and/or reconfiguration; (ii) relocate and/or reconfigure a portion of the Easement Areas such that there is a net loss in vehicular parking benefitting Northern Block C or (iii) relocate and/or reconfigure a portion of either Easement Area such that the Easement Areas are no longer contiguous.

## ARTICLE II Maintenance

2. **Maintenance of Easement Areas.** Each owner shall pave, repair, and at all times maintain in good condition those portions of the Easement Areas that lie within that party’s property except that the owners of Block C shall also share equally the cost to pave, repair, and at all times maintain in good condition that portion of the Easement Area as depicted by the attached Exhibit C within Southern Block C used for vehicular parking and the access lanes to said parking. Maintenance of the Easement Areas shall include without limitation:
- 2.1. Maintenance, repair and replacement of the surface and subsurface of the Easement Area, as necessary, to maintain the Easement Area in a level, smooth and evenly covered condition with the types of materials and at the same grade and elevation as exist at the time of execution of this Declaration, except that the use of such substitute materials as will in all respects be equal to or better than the materials originally used with respect to quality, appearance and durability shall be permitted.

- 2.2. Removal from the Easement Area of paper, rubbish, debris, ice, snow and other hazards to persons using the Easement Area, and washing or thoroughly sweeping paved areas as required.
- 2.3. Maintenance of such appropriate parking signs and pavement markings, entrance, exit and directional signs and markers and lights so as to be uniform with those used on the Property.
- 2.4. Such painting and repainting of traffic lines and parking lines to maintain the Easement Areas in first-class condition so as to be uniform with and provide for safe pedestrian and traffic flow.
- 2.5. Maintenance, repair and replacement of any storm drain facilities located within the Easement Areas and on the Property so that any such facilities shall remain in good working order and condition and not adversely affect the operation, maintenance and use of the Easement Areas.

### ARTICLE III Miscellaneous

- 3.1. **Not a Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purposes expressed herein.
- 3.2. **Duration.** The Easements herein created and granted shall be perpetual, and may not be terminated without the express consent of the all owners of the Property.
- 3.3. **Severability.** If any term or provision of this Declaration, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 3.4. **Enforcement.** In the event of a breach of any term, covenant, restriction or condition of this Declaration by an owner, the other owner(s) shall have, in addition to the right to collect damages, the right to enjoin such breach or threatened breach in a court of competent jurisdiction or obtain an order for specific performance.
- 3.5. **Applicable Law.** This Declaration shall be construed and enforced in accordance with the laws of the State of Arizona.
- 3.6. **Running of Benefits and Burdens.** All provisions of this Declaration, including the benefits and burdens hereof, run with the land and are binding upon and inure to the benefit of the parties and their respective heirs, assigns, successors, and personal representatives.

IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby, have caused this Cross Access and Parking Easement Agreement to be duly executed the day and year first above written.

**Levin Family LLC, an Arizona limited liability company**

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

Its \_\_\_\_\_

STATE OF ARIZONA     )  
                                      ) ss.  
COUNTY OF PIMA     )

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_ of Levin Family LLC, an Arizona limited liability company

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

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