



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 20, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson, a municipal corporation

***Project Title/Description:**

Acquisition Agreement for 75 E. Broadway Blvd. Alley, Acq-0780

***Purpose:**

The acquisition of alley right of way from the City of Tucson is necessary to complete the assemblage of land for the development of the County owned site known as 75 E. Broadway Blvd. The terms of the approved Ground Lease and Purchase Agreement between Pima County and the Rio Nuevo Multipurpose Facilities District for the development of the County's property includes provisions for the purchase of the alley. Continued access to the abutting properties north of the alley and the existing utilities and emergency services in and through the alley are all provided for in the Acquisition Agreement.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Acquisition of the alley is in conformance with the terms of the Ground Lease, with the Purchase Agreement, and with the proposed development for the site.

***Public Benefit:**

Assembling the alley with the County owned property will result in a more efficient development and utilization of available area.

***Metrics Available to Measure Performance:**

Acquisition of the alley at the appraised value of \$305,000.00 plus \$2,000 in closing costs for a not to exceed total acquisition cost of \$307,000.00.

***Retroactive:**

TO: COB 4-9-21 (3)
VERS: 1

Pgs.: 27

Revised 5/2020

APR 05 2021 10:41 POC KUT-HD

Contract / Award InformationDocument Type: CT 20 AC Department Code: PW 19 AC Contract Number (i.e., 15-123): 21*0337Commencement Date: 4/6/2021 Termination Date: 4/5/2022 Prior Contract Number (Synergen/CMS): _____☒ **Expense Amount:** \$* 307,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** County Administrator-GeneralFunding 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?** _____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): _____

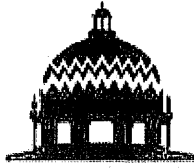
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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 RossiDepartment: Real Property Services - Public Works Telephone: 724-6318Department Director Signature/Date: [Signature] 3/26/2021Deputy County Administrator Signature/Date: [Signature] 3/29/2021County Administrator Signature/Date: [Signature] 3/29/21

(Required for Board Agenda/Addendum Items)



PIMA COUNTY

REAL PROPERTY

Contract Number CT-PW-21*0337

ACQUISITION AGREEMENT

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

- 1.1. **Seller:** City of Tucson, a municipal corporation
- 1.2. **Buyer:** Pima County, a political subdivision of the State of Arizona
- 1.3. **Purchase Price:** the sum of Three Hundred and Five Thousand Dollars (\$305,000.00)
- 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 Two Thousand Dollars (\$2,000.00)
- 1.5. **Title Company:** Fidelity National Title, 1745 E River Rd #145, Tucson, Arizona 85718
- 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**, and aerial encroachment easement(s) outlined in Section 3.4 below, together with all improvements thereon or within, if any.

1.8. Removed Exceptions: Fidelity file # 70009554, items #1 & #2 shown on **Exhibit C**

1.9. Seller's Address: Administrator, City of Tucson Real Estate Division, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: john.cahill@tucsonaz.gov

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

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

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

3.1. Seller's fee interest in the Property;

3.2. The right for Buyer, its agents and contractors, to enter upon the Property (the "**ROE**") prior to closing to inspect the Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Property.

3.3. The right, if necessary, to adjust grades on the Property to match the grade of County improvements.

3.4. Aerial easement(s) substantially in the form of **Exhibit E** for the purpose of allowing limited encroachments of building improvements including structural (parking garage) and architectural detail elements (non-habitable space, canopies, business and directional signage) to be constructed and maintained by Buyer above public right of way abutting the Buyer's property described and depicted on Exhibit B and Exhibit B-1 to Exhibit E herein. The granting of the aerial easement(s) is subject to the review and approval by the Seller in accordance with its existing streetcar improvements written safety standards, Seller's Uniform Development Code, and all applicable rules and regulations. A conceptual building design calls for aerial easements as depicted by **Exhibit B**; however definition by sealed legal description including vertical limits of the easement(s) shall be reviewed and

approved, and be in conformance with approved building plans for the improvement of Buyer's property and may be granted post-closing at no additional cost to Buyer.

4. **Seller's Warranties**

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

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

4.3. Underground Improvements. Seller warrants there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, or other private underground improvements installed by Seller. Buyer is aware and agrees to accommodate the existing above and underground public utility improvements on the Property.

5. **Closing Costs and Prorations.**

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

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

5.1.2. 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.

5.1.3. Seller will pay for any necessary Releases.

5.1.4. Buyer will pay other Closing Costs related to the Closing.

5.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing. Buyer shall hold Seller harmless for any real property taxes assessed against the Property post-closing.

5.3. 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.

6. **Escrow and Title.**

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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 C** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit C**, 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.

6.5. Buyer shall provide continued access to the abutting properties through the Property. The location of said access may be altered and integrated into the approved development of the Buyer's property but shall continue to provide for access and emergency services to the abutting property between Scott Avenue and 6th Avenue.

6.6. Buyer acknowledges and shall disclose to subsequent owners that all public utilities currently occupying the Property have continued real property rights under A.R.S. 9-240(e). Seller shall have no obligation or liability for relocation or modification of any utility company facilities or costs associated with relocation or abandonment of said rights.

7. **Closing.**

7.1. 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 one hundred twenty (120) 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 (1) year after execution by Buyer, unless Buyer obtains approval by the Pima County Board of Supervisors to extend the Closing Date beyond said one (1) year period.

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

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

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

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

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

7.3.2. An executed Aerial Easement in the form of **Exhibit E** (subject to

Section 3.4 above which provides for the aerial easement to be fully defined and granted post-closing);

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

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

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

7.5. 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.

8. Seller's Covenants.

8.1. 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.

8.2. 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.

8.3. 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.

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

8.5. 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.

8.6. 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.

8.7. 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.

9. **Environmental.**

9.1. 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.

9.2. Environmental Inspection Rights.

9.2.1. 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.

9.2.2. If any environmental inspection reveals the presence of contamination and 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.

10. **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.

11. **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 laws caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

12. **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.

<u>Exhibit A</u>	Description of Property
<u>Exhibit A-1</u>	Depiction Showing Property
<u>Exhibit B</u>	Depiction of Aerial Easement(s)
<u>Exhibit C</u>	Permitted Exceptions for Property
<u>Exhibit D</u>	Form of Deed for Property
<u>Exhibit E</u>	Form of Aerial Easement

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

13.1. Notices.

13.1.1. *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.

13.1.2. *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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

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

13.10. 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.

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

13.12. 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.

13.13. 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.

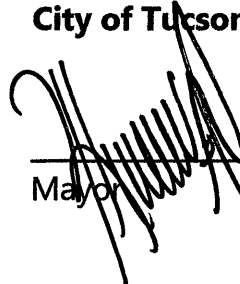
13.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

13.15. 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.

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Seller's Approval and Acceptance:

City of Tucson, a municipal corporation




Mayor

3/25/21

Date

Attest:



City Clerk

3/25/21


Date

Approved as to form:



Principal Assistant City Attorney

Approved as to content:



Real Estate Division Administrator

Date: 3-3-2021

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Buyer's Approval and Acceptance:

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

Chairman, Board of Supervisors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:




Jeffrey Teplitsky, Manager, Real Property Services

 3/29/2021

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

EXHIBIT A
EXISTING ALLEY RIGHT-OF-WAY TO BE VACATED
LEGAL DESCRIPTION

DESCRIPTION OF AN EXISTING FIFTEEN-FOOT-WIDE PUBIC ALLEY RIGHT-OF-WAY TO BE VACATED, BEING A PART OF THE SOUTH HALF OF SECTION 12 OF TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS-CAP MONUMENT, STAMPED "RLS 19862", MARKING THE CENTER-LINE INTERSECTION OF E. CONGRESS STREET AND 6TH AVENUE FROM WHICH A FOUND BRASS-CAP MONUMENT, STAMPED "RLS 19862", MARKING THE CENTER-LINE INTERSECTION OF E. BROADWAY BOULEVARD AND 6TH AVENUE BEARS SOUTH 00°45'08" EAST, AT A DISTANCE OF 298.78 FEET, BEING THE BASIS OF BEARING FOR THIS RIGHT-OF-WAY DESCRIPTION;

THENCE SOUTH 00°45'08" EAST ALONG THE SAID CENTER-LINE OF 6TH AVENUE, A DISTANCE OF 141.25 FEET TO A POINT;

THENCE DEPARTING SAID CENTER-LINE SOUTH 85°08'17" WEST, 40.10 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE WESTERLY RIGHT-OF-WAY LINE OF SAID 6TH AVENUE ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 85°08'17" WEST ALONG THE SOUTH LINE OF AN EXISTING FIFTEEN FOOT WIDE PUBLIC ALLEY A DISTANCE OF 270.35 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE EASTERLY RIGHT OF WAY LINE OF SCOTT AVENUE (38.4' HALF-WIDTH);

THENCE NORTH 02°45'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SCOTT AVENUE FOR A DISTANCE OF 15.01 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 85°08'17" EAST ALONG THE NORTH LINE OF SAID FIFTEEN FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 270.88 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;

THENCE SOUTH 00°45'08" EAST ALONG SAID RIGHT-OF-WAY, 15.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,059 SQUARE FEET (0.093 ACRES) OF LAND, MORE OR LESS


Y:\1801\active\180101641 - 75 E Broadway ALTA\Drawings\Model Files\01641 ROW Vacation\01641 ROW Exhibit.dwg 6/1/2018 8:28 AM



Stantec

STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48th STREET, PHOENIX, AZ 85044-5355
PHONE: (602) 438-2200

LEGAL DESCRIPTION
75 E. BROADWAY
RIGHT-OF-WAY VACATION
TUCSON, ARIZONA
PROJECT NO. 180101641

0 n/a n/a

(SCALE IN FEET)

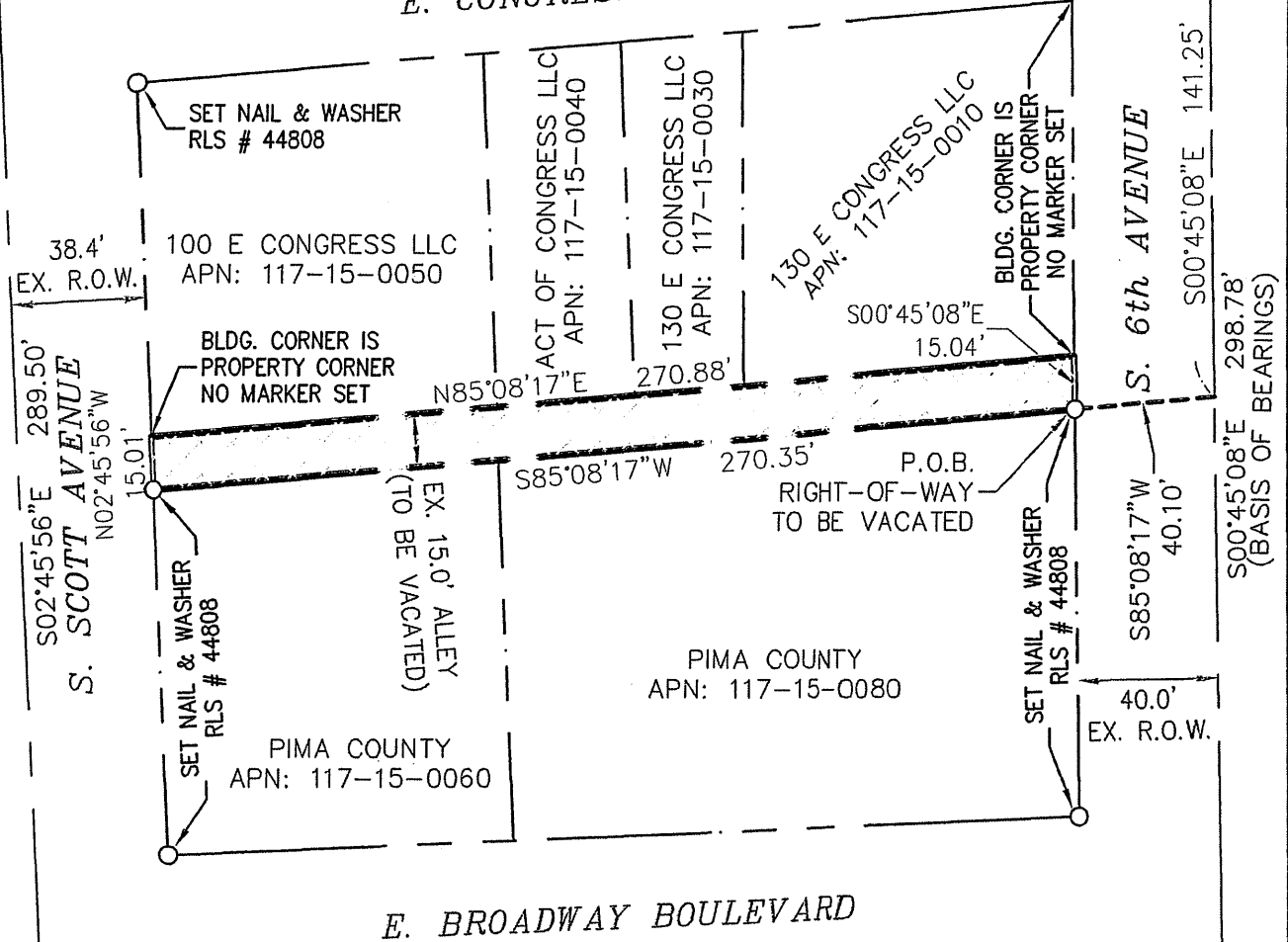
DATE: 6/1/18

EXHIBIT A-1

BRASS-CAP MONUMENT
STAMPED "RLS 19862"
AT INTERSECTION OF
E. CONGRESS STREET
AND S. SCOTT AVENUE

P.O.C. AT BRASS-CAP MONUMENT
STAMPED "RLS 19862"
AT INTERSECTION OF E. CONGRESS
AND S. 6th AVENUE

E. CONGRESS STREET



LEGEND

- RIGHT OF WAY TO BE VACATED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- APN ASSESSOR PARCEL NUMBER
- R.O.W. RIGHT OF WAY



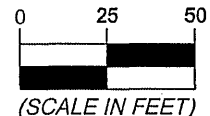
V:\1801\active\180101641 - 75 E Broadway ALTA\Drawings\Modal Files\01641 ROW Vacation\01641 ROW Exhibit.dwg, 6/1/2018 8:26 AM



Stantec

STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48th STREET, PHOENIX, AZ 85044-5355
PHONE: (602) 438-2200

EXISTING 15' WIDE ALLEY
75 E. BROADWAY
RIGHT-OF-WAY VACATION
TUCSON, ARIZONA
PROJECT NO. 180101641



DATE: 5/30/18

Exhibit "B" Limited Aerial Easements

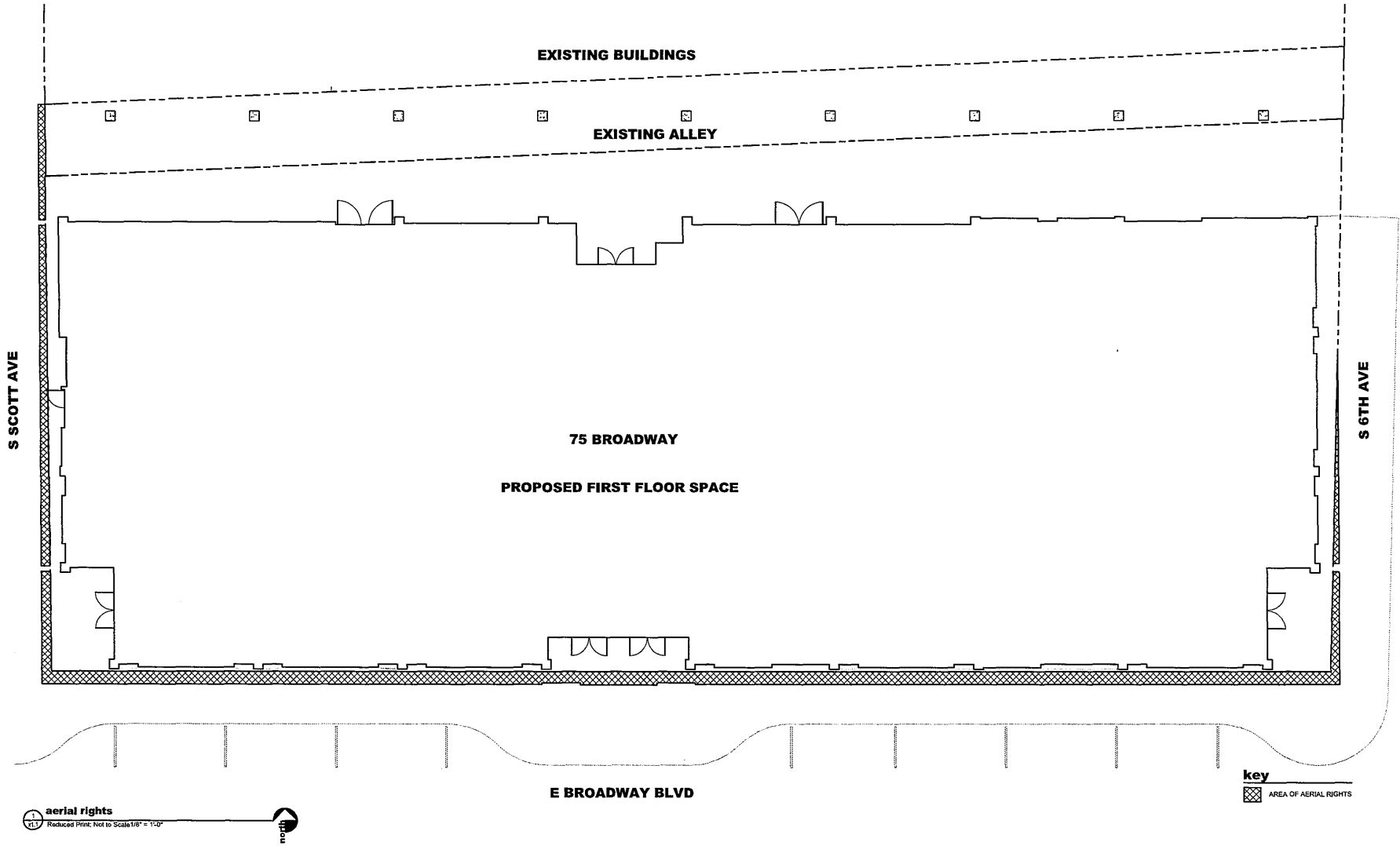


EXHIBIT "C"

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
 - 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2019.
 - 2. All or a part of the Land herein described does not appear to be assessed on the Tax Roll for the year(s) 2018. Said Land is subject to the possible assessment and collection of property taxes for current and prior years.
 - 3. Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.
 - 4. Easements, covenants, conditions and restrictions as set forth on the recorded plat of CITY OF TUCSON, recorded January 18, 1918 in Book 3 of Maps and Plats, page 70.
 - 5. Matters contained in that certain document

Entitled: El Centro Redevelopment Plan
Recording Date: October 5, 1983
Recording No: Docket 7131, page 1022

Reference is hereby made to said document for full particulars.

EXHIBIT "D"

When Recorded, Please Return to:

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

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 **CITY OF TUCSON**, a municipal corporation, 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 the right of continued access to and from the property abutting the above described Property, the right of public utilities currently occupying the Property under A.R.S. 9-240(e), the City of Tucson's right of access for public safety purposes and provision of public services and 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.

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

Approved as to form:

Principal Assistant City Attorney

City of Tucson, a municipal corporation

Mayor

Date

Attest:

City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____,
2021 by _____ as Mayor and _____ as City Clerk of
the City of Tucson, a municipal corporation, as the act of the corporation for the purpose
therein stated.

Notary Public

My Commission Expires: _____

EXHIBIT A to Exhibit D to the Agreement
EXISTING ALLEY RIGHT-OF-WAY TO BE VACATED
LEGAL DESCRIPTION

DESCRIPTION OF AN EXISTING FIFTEEN-FOOT-WIDE PUBIC ALLEY RIGHT-OF-WAY TO BE VACATED, BEING A PART OF THE SOUTH HALF OF SECTION 12 OF TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS-CAP MONUMENT, STAMPED "RLS 19862", MARKING THE CENTER-LINE INTERSECTION OF E. CONGRESS STREET AND 6TH AVENUE FROM WHICH A FOUND BRASS-CAP MONUMENT, STAMPED "RLS 19862", MARKING THE CENTER-LINE INTERSECTION OF E. BROADWAY BOULEVARD AND 6TH AVENUE BEARS SOUTH 00°45'08" EAST, AT A DISTANCE OF 298.78 FEET, BEING THE BASIS OF BEARING FOR THIS RIGHT-OF-WAY DESCRIPTION;

THENCE SOUTH 00°45'08" EAST ALONG THE SAID CENTER-LINE OF 6TH AVENUE, A DISTANCE OF 141.25 FEET TO A POINT;

THENCE DEPARTING SAID CENTER-LINE SOUTH 85°08'17" WEST, 40.10 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE WESTERLY RIGHT-OF-WAY LINE OF SAID 6TH AVENUE ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 85°08'17" WEST ALONG THE SOUTH LINE OF AN EXISTING FIFTEEN FOOT WIDE PUBLIC ALLEY A DISTANCE OF 270.35 FEET TO A SET NAIL AND WASHER, STAMPED "RLS #44808", AT THE EASTERLY RIGHT OF WAY LINE OF SCOTT AVENUE (38.4' HALF-WIDTH);

THENCE NORTH 02°45'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SCOTT AVENUE FOR A DISTANCE OF 15.01 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 85°08'17" EAST ALONG THE NORTH LINE OF SAID FIFTEEN FOOT WIDE PUBLIC ALLEY FOR A DISTANCE OF 270.88 FEET TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 6TH AVENUE;

THENCE SOUTH 00°45'08" EAST ALONG SAID RIGHT-OF-WAY, 15.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,059 SQUARE FEET (0.093 ACRES) OF LAND, MORE OR LESS

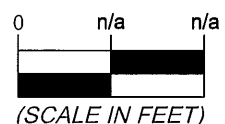
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Stantec

STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48th STREET; PHOENIX, AZ 85044-5355
PHONE: (602) 438-2200

LEGAL DESCRIPTION
75 E. BROADWAY
RIGHT-OF-WAY VACATION
TUCSON, ARIZONA
PROJECT NO. 180101641

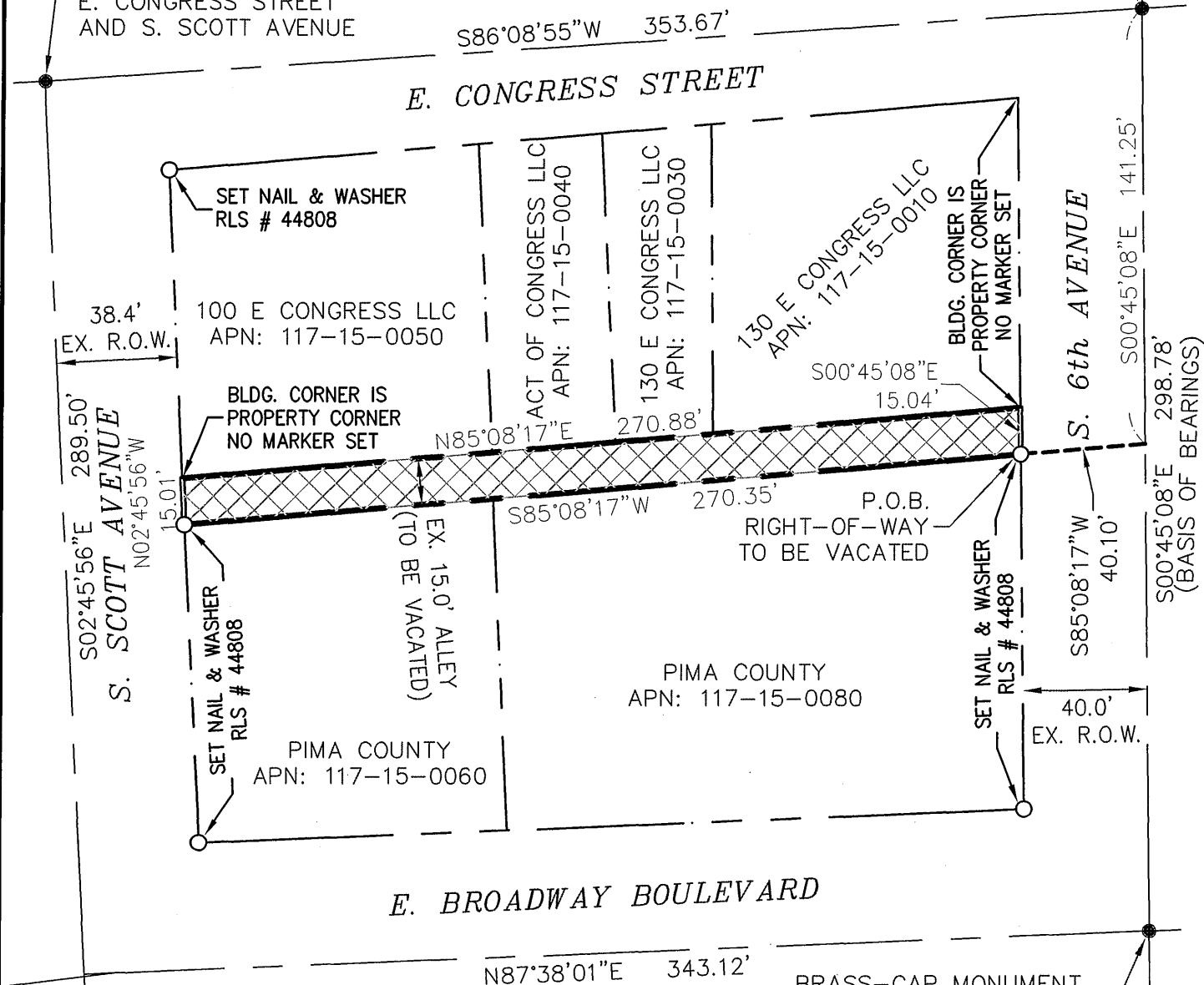


DATE: 6/1/18


EXHIBIT A-1 to Exhibit D to the Agreement

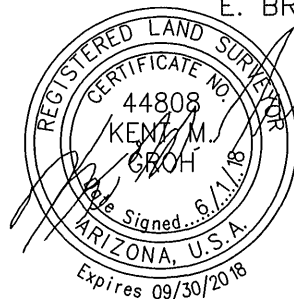
BRASS-CAP MONUMENT STAMPED "RLS 19862" AT INTERSECTION OF	P.O.C. AT BRASS-CAP MONUMENT STAMPED "RLS 19862" AT INTERSECTION OF E. CONGRESS AND S. 6th AVENUE
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P.O.C. AT BRASS-CAP MONUMENT
STAMPED "RLS 19862"
AT INTERSECTION OF E. CONGRESS
AND S. 6th AVENUE



LEGEND

- | | |
|---|----------------------------|
|  | RIGHT OF WAY TO BE VACATED |
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |
| APN | ASSESSOR PARCEL NUMBER |
| R.O.W. | RIGHT OF WAY |



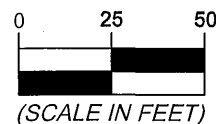
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Stantec

STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48th STREET; PHOENIX, AZ 85044-5355
PHONE: (602) 438-2200

EXISTING 15' WIDE ALLEY
75 E. BROADWAY
RIGHT-OF-WAY VACATION
TUCSON, ARIZONA
PROJECT NO. 180101641



DATE: 5/30/18

EXHIBIT "E"

GRANT OF AERIAL EASEMENT

For valuable consideration the **CITY OF TUCSON**, a municipal corporation, ("Grantor"), does hereby grant to **PIMA COUNTY**, a political subdivision of the State of Arizona, ("Grantee"), an aerial easement (the "Easement") within the real property described on the attached **Exhibit A** and depicted on the attached **Exhibit A-1** (the "Property").

This easement is appurtenant to the property described on the attached **Exhibit B** and depicted on the attached **Exhibit B-1** ("Grantee's Property") and the building to be constructed on Grantee's Property currently known as 75 East Broadway Blvd., Tucson, Arizona. This easement is granted for the purpose of allowing limited encroachments, including structural (parking garage) and architectural detail elements (non-habitable space, shade canopies, business signage) encroaching into public right-of-way as part of development Grantee's Property. Use of the easement is subject to all City of Tucson regulations including the Unified Development Code. Grantor may use the Property for any purpose that does not conflict with the uses permitted by this easement.

If the encroaching improvements are removed and Grantee abandons the use contemplated by this Easement by not initiating their replacement within 180 days of such removal, then Grantor may terminate this easement if Grantee fails to initiate the replacement of the facilities within 60 days of notice from Grantor of its intent to terminate this easement. Upon such termination the property interest herein conveyed shall revert to the Grantor, its successors or assigns. A formal abandonment proceeding for this easement shall not be necessary to consider the rights granted herein abandoned, however, the Grantee, for itself and successors agrees to provide an appropriate abandonment if requested.

TO HAVE AND TO HOLD the same unto the Grantee, and to its successors and assigns forever.

Affidavit Exempt A.R.S. §11-1134 (A)(3)

THIS EASEMENT is granted this _____ day of _____, 20____.

City of Tucson, a municipal corporation

Mayor

Attest:

City Clerk

Approved as to form:

Principal Assistant City Attorney

STATE OF ARIZONA)

) ss.

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____,
20____ by _____ as Mayor and _____
_____ as City Clerk of the City of Tucson, a municipal
corporation, as the act of the corporation for the purpose therein stated.

Notary Public

My Commission Expires: _____

EXHIBIT “A” to Exhibit E to the Agreement

(LEGAL DESCRIPTION TO COME)

EXHIBIT “A-1” to Exhibit E to the Agreement

(DEPICTION TO COME)

EXHIBIT B to Exhibit E to the Agreement
LEGAL DESCRIPTION

Parcel No. 1:

That portion of that certain unnumbered Block (sometimes referred to as Block 248), of the City of Tucson, Pima County, Arizona, according to the plat thereof, as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson, on June 26, 1872, which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, Page 70, thereof, described as follows:

COMMENCING at the Southwest corner of the property heretofore conveyed by the Corporate Authorities of the City of Tucson, to Kirk L. Hart, by Deed bearing date of December 11, 1903 and recorded in Book 34 of Deeds, Page 822, records of Pima County, Arizona, said point being the present Northeast corner of Broadway and Scott Street;

Thence Easterly along the Southerly line of the property conveyed to Kirk L. Hart, said line being also the present North line of Broadway, a distance of 100.1 feet;

Thence Northerly to a point on the South line of that certain 15 foot strip of ground theretofore conveyed to the said City of Tucson, for alley purposes, by Deed bearing dated May 31, 1992 executed by Kirk L. Hart and recorded in Book 34 of Deeds, Page 15, records of Pima County, Arizona, which point is distant 100.5 feet Easterly from the East line of said Scott Street;

Thence Westerly along the South line of said 15 foot alley, a distance of 100.5 feet to the East line of Scott Street;

Thence Southerly along the East line of Scott Street, being along the West line of said Block, to the POINT OF BEGINNING.

Said property commonly known as Lots 3 and 5, Block 248, City of Tucson.

Parcel No. 2:

That portion of that certain unnumbered Block (sometimes referred to as Block 248), of the City of Tucson, Pima County, Arizona, according to the plat thereof, as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson, on June 26, 1872, which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats, Page 70, thereof, described as follows:

COMMENCING at the intersection of the West line of 6th Avenue with the North line of Broadway;

Thence North, along the West line of 6th Avenue and the East line of said Block 248, a distance of 114.4 feet, more or less, to a point on the South line of that certain 15 foot alley, conveyed to the City of Tucson by Deed recorded in Book 34 of Deeds, Page 15, records of Pima County, Arizona;

Thence Westerly, along the South line of said alley, a distance of 170.7 feet, more or less, to a point thereon distant 100.5 feet from the East line of Scott Street;

Thence South to a point on the North line of Broadway, distant thereon 100.1 feet from the Northeast corner of Scott Street and Broadway;

Thence Easterly, along the South line of Broadway, a distance of 166.63 feet, more or less, to the POINT OF BEGINNING.

Said property commonly known as Lot 4, Block 248, City of Tucson.

APN: 117-15-0080, 117-15-0060

