

AGENT DETAIL REPORT - Not For Distribution - Internal Use Only

MLS#: 21607240	Land-Lot / Retail	Status: Active	List Price: 230,000
	Area: South Municipality/Zoning: Tucson - C2 County: Pima Year/Taxes: 2015 / 0 HOA Fee Amt P/Month: 0 HOA Frequency: School District: Sunnyside Elementary School: Esperanza Middle School: Sierra High School: Sunnyside	TRS: 15 / 14 / 5 Lot Acres: 1.96 Lot Dimensions: See Legal Description Attached Lot SF/Source: 85,378 / Owner Tax Code: 140-11-016B Assessments: 0.00 Fire Prot Incl Taxes: Yes Master Plan Name: Unknown Pima County GIS	
	Terms: Cash Subdivision: Arlington Heights Community: None	Cross Block: 2500 - E	
Address: SWC Irvington and Benson Hwy., Tucson, AZ 85706 Directions: Property is located on the southside of Irvington Road, between Tucson Blvd. and Benson Hwy. Legal Description: See Exhibit A in the Documents tab			
Distance to Phone: In ROW Distance to Sewer: In ROW Distance to Water: In ROW Distance to Electric: In ROW Distance to Gas: In ROW Utilities Lot Line: None Miscellaneous: Cable Available: No Horse Facilities: No On Golf Course: No Road Maintenance: City Subordination Consid: No	Electric: Tucson Electric Fence: None Gas: None View: Mountain	Well: None Water: City Water Sewer: Sewer Available Topography: Flat	Location of Sign: On Irvington Loan Information: Documents: Environmental Discl: Public Airport Vcty; Unknown
Deed Restrictions: Yes Dividable Lot: No Gated Community: No Hillside Dev Zone: No Horses Allowed: No Legal Access: Yes Lgl/Phys Access Same: Yes Mobile Home Allowed: No Package Available: No Paved Street: Yes Physical Access: Yes Release Available: No Scenic Rte/Gateway: No Sewer Capacity Avlbl: Yes Staked/Flagged: No Subdivided Lots: No Survey Available: Yes Water Available: Yes			
Terms: Cash Sold Info:	Loan Information: Financial Status: REO: No; Short Sale: No		
Remarks: CITY OF TUCSON SURPLUS LAND FOR SALE! RP 1800: Bids are due to the listing office by 4pm on Thursday, April 28, 2016. Prime 1.96 acre lot with frontage on Irvington Road, between Tucson Blvd. and Benson Highway. The sale includes parcels 140-11-016B and 140-11-016C. C2 Zoning. Utilities are believed to be located in the ROW, but Buyer to verify.			
Short Sale: No REO: No Variable Commission: No		Coop Fee: 3% DOM: 7	
Agent-Only Remarks: Complete Bid Package available in the Documents tab of the listing. Offers will only be accepted on City offer form. Showing Instructions: Vacant Land - Go Show!			
Agency Info		Primary	Mobile Fax Email
LO: Acquisition Sciences, Ltd 5711 - Lic#:CO002622001		520-882-0202	520-882-0606 beverlyf@acqsl.com
LA: George A Cardieri 21798 - Lic#:SA580450000		520-869-3215	gcardieri@gmail.com
Listing Date: 03/09/2016		Status Change Date: 03/09/2016	
Sold Date:			

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**City of Tucson
Request for Proposals (RFP)
Southwest Corner of Irvington Road and Benson Highway
Tucson, Arizona 85706**

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(BID PACKAGE CHECKLIST)**

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Bid Package Acknowledgement & Receipt Form

EXHIBITS

- A. Legal Description (7 Pages)
- B. Location Map (1 Page)
- C. Preliminary Title Report (71 Pages)
- D. Appraisal (80 Pages)
- E. City Disclosures (40 Pages)

**City of Tucson
Real Estate Division
201 N. Stone, Tucson, Arizona**

NOTICE OF CALL FOR BIDS

RP # 1800

1. Notice of Call for Bids

The City of Tucson offers for sale the parcel of real property described below. Written sealed bids will be accepted at the offices of Acquisition Sciences, Ltd., 2030 E. Speedway Blvd., Suite 112, Tucson, Arizona 85719. All written sealed bids must be received by and will be opened at 4:01 P.M. on Thursday, April 28, 2016. Sale is subject to approval of the Mayor and Council, and the City reserves the right to reject any and all offers.

2. General Information

The majority of the property was acquired by the City in 1985. The surplus parcels consist of approximately 85,378 square feet or 1.96 acres.

3. Property Description

The property is located at the southwest corner of Irvington Road and Benson Highway. The property is zoned C-2 for commercial use.

4. Minimum Bid Price

The property value has been estimated at **\$230,000.00 (\$2.75/sq. ft)**. The City would like to receive no less than the estimated value, however, all offers will be considered. All bids submitted shall be cash only. Terms are not available.

5. Bid Security

Offer to Purchase form must be accompanied by bid security in the amount of 5% of the bid amount made payable to "Stewart Title and Trust". (Cashier's check or money order only. No personal checks or wire transfers allowed.)

6. Selection

All bids will be evaluated based on the highest total offer to the City. Bids that include representation by an Arizona licensed broker will not be disadvantaged by the cost of the broker commission. The City will evaluate any additional closing contingencies proposed by the bidder on a case by case basis. Selection will be made by the City as to which proposal, if any, will be forwarded to the City Manager, and if warranted, to Mayor and Council for consideration. **The City reserves the right to reject any and all proposals.**

7. Bidding Procedures

See attached Bidding procedures on Page 6 and 7 for details.

8. Submission Instructions

Written sealed bids will be accepted at the offices of Acquisition Sciences, Ltd., 2030 E. Speedway Blvd., #112, Tucson, Arizona 85719. All written sealed bids must be received by and

will be opened at 4:01 P.M. on Thursday, April 28, 2016. Proposals received after that time and date shall be rejected and not considered by the City of Tucson.

Submissions must be made in a sealed package with the statement “SW corner of Irvington Road and Benson Highway Surplus Parcel Proposal” and the bidder’s name, address and phone number clearly indicated on the package.

9. Contacts

Acquisition Sciences, Ltd.
Attn: George Cardieri
Telephone Number (520) 869-3215

10. City Rights Reserved

Notwithstanding any other provision of the Request for Proposals, the City reserves the right to:

- Waive any immaterial defect or informality;
- Reject any or all submissions, or portions thereof;
- Reissue a new or revised Request for Proposals; and
- Request one or more bidders to submit a more detailed submission

This RFP does not commit the City of Tucson to enter into a contract or development agreement, to pay any cost incurred in the preparation of a submission in response to this request or in subsequent exclusive negotiations. Further, this RFP does not convey to any bidder any contractual or property rights.

11. Property Rights/Disclosure of Information

All materials submitted in response to this RFP and submissions subsequent thereto, shall become the property of the City of Tucson upon delivery. By tendering a response to this RFP, bidders agree that the content of every other submission is confidential and proprietary and waives any right of access to those submissions during the review period. The foregoing waiver shall not apply to the submission selected under this RFP, if any, or to the submission of any bidder contesting, protesting or otherwise challenging an award or recommendation, once made. Any bidder tendering a submission in response to this RFP further acknowledges and understands that the City of Tucson is a public entity required to abide by public records laws and shall not be liable for disclosures required by law.

12. Submission Rejection/Right to Disqualify

Submission of terms, conditions and/or agreements may result in rejection if such terms, conditions or agreements are deemed unacceptable by the City in its sole discretion. The City of Tucson reserves the right to disqualify any bidder who fails to provide information or data specifically requested herein or who provides materially inaccurate or misleading information or data. The City of Tucson reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest. This disqualification is at the sole discretion of the City of Tucson.

13. Special Terms and Conditions

A. Reservation of Rights by City of Tucson

The issuance of this RFP and the acceptance of submissions do not constitute an agreement by the City of Tucson that any contract will actually be entered into by the City of Tucson.

B. Form and Terms of Purchase Agreement

By submitting a submission in response to this RFP, each bidder agrees that the Offer to Purchase agreement and any other contract resulting from this RFP may be drafted under the supervision of the Tucson City Attorney. Bidders may not insist on the use of standard contract agreements, documents or forms, and waive any demand for the use of standard agreement forms. Selection of a bidder does not obligate the City of Tucson to accept all of the terms of the successful bidder's submission.

C. Copyright and Patent Indemnification

By responding with a submission to this RFP, each bidder agrees to hold the City of Tucson, and its officers, agents, employees, and consultants free and harmless against any and all liability, including costs of claims, suits and attorneys' fees, arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance.

D. Applicable Law

Any and all disputes arising under this RFP and any contract negotiated as a result of this RFP shall be governed by the laws of the State of Arizona. The venue for any action brought to enforce provisions of the contract shall be in Pima County, Arizona.

E. No Partnership/Business Organization

Nothing in this RFP or in any subsequent development agreement, lease, or any other contract entered into as a result of this RFP shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the City of Tucson or the bidder.

F. Employment Restrictions and Indemnity

No person who is an officer, employee, contractor or consultant of a bidder shall be an officer or employee of the City of Tucson. No rights of the City of Tucson's civil service, retirement or personnel rules accrue to bidder, its officers, employees, contractors, or consultants. The successful bidder shall have the sole responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Bidder shall save and hold the City of Tucson harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation, other benefits and taxes and premiums in any way related to bidder's officers, employees, contractors and consultants.

G. Immigration and Naturalization

All bidders shall be required to be in compliance with the Naturalization Reform Act of 1986 and all rules and regulations promulgated thereunder.

H. Non-Discrimination Requirements

In its employment policies and practices, public accommodations and provision of services, bidder shall comply with all relevant and applicable federal, state, and local laws, regulations and standards relating to discrimination, bias, and/or limitations, such as, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with

Disabilities Act, the Human Relations provisions of the Tucson Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary City of Tucson funds to organizations that have a policy of discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status.

14. Conflicts of Interest

This RFP and any award, purchase agreement, lease, or other relationship resulting from this RFP are subject to the Arizona conflict of interest laws, A.R.S. § 38-501 et seq., including A.R.S. § 38-511, which provides for cancellation of contracts in certain circumstances involving conflicts of interest.

15. Brokerage Fee

The City of Tucson will pay a commission of 3% to qualified Arizona licensed brokers, should the terms and conditions of the Offer to Purchase be met and the property successfully closes escrow.

BIDDING PROCEDURES

- 1. All Bidders are required to present their bid on the City's Offer to Purchase form, a copy of which is enclosed in the bid package.**
- 2. Offer to Purchase form must be accompanied by appropriate bid security.**
- 3. The Offer to Purchase form must be signed by the principal or authorized corporate officer. Any offer not properly signed may be rejected.**
- 4. Sign the receipt form provided that you have received and reviewed all pages of this package (Bid Package Acknowledgement & Receipt). If you are using a broker/agent to help you purchase the property, your broker/agent must sign the Broker Acknowledgement. If you are not using a broker, do not sign the "Brokers Acknowledgement" portion.**
- 5. Submit the completed Offer to Purchase form and deposit in a sealed envelope with the statement "SW corner of Irvington Road and Benson Highway Surplus Parcel Proposal" and the bidder's name, address and phone number clearly indicated on the package. Envelopes not properly marked which are inadvertently opened prior to bid opening date may be disqualified.**
- 6. Attach bid Security Deposit to the Purchase Agreement. The deposit should be in the form of a cashier's check made payable to "Stewart Title and Trust" and the amount should be 5% of the amount of the bid. If your bid is not the successful bid, you will be notified and your cashier's check will be returned to you with reasonable promptness.**
- 7. Sealed Bids must be received by and will be publicly opened and read aloud on Thursday, April 28, 2016 at 4:01 PM, Mountain Standard Time. Bid opening will occur at the Office of Acquisition Sciences, Ltd., 2030 E. Speedway Blvd., Suite 112, Tucson, Arizona 85719.**
- 8. All proposals will be evaluated based on the highest total offer to City. Bids that include representation by an Arizona licensed broker will not be disadvantaged by the cost of the broker commission. The City will evaluate any additional closing contingencies proposed by the bidder on a case by case basis. A determination will be made by the City as to which proposal, if any, will be forwarded to the City Manager, and if warranted, to Mayor and Council for consideration. Mayor and Council consideration will occur no later than 45 days from the date of the bid opening.**

If two proposals are deemed to be equal according to highest bid criteria, the successful bidder shall be determined by a draw. Unsuccessful bid deposits will be returned via certified mail within five (5) business days following rejection.
- 9. In the event the highest bidder fails to close escrow, then the deposit will be forfeited to the City of Tucson. At its own discretion, the City may offer the property to the succeeding best bidders for the amount of their bids subject to the terms herein.**

- 10. Acceptance of the highest bid will be subject to City Manager and Mayor and Council approval. The City reserves the right to reject any and all bids.**
- 11. The City of Tucson will pay a commission fee of 3% to qualified Arizona licensed brokers, should the terms and conditions of the Offer to Purchase be met.**
- 12. For further information, please contact George Cardieri of Acquisition Sciences at (520) 869-3215.**

BID PACKAGE ACKNOWLEDGEMENT & RECEIPT

The bidder(s) in this Request for Proposal (RFP) submittal acknowledge the receipt of a complete bid package including all documents listed on the Bid Package Checklist (Table of Contents). Bidder further acknowledges that they have reviewed the contents of the bid package as listed on the Bid Package Checklist.

Bidder

Date

Bidder

Date

BROKERS ACKNOWLEDGEMENT

I, _____ (insert name), am a licensed real estate broker/agent in the State of Arizona. I represent the buyer(s) in this transaction. I have reviewed the contents of the Bid Package for this property and acknowledge that if my client(s) is/are the successful bidder in the purchase of this property, that upon successful close of escrow to this transaction, I or my broker, will be paid a commission equal to 3% of the gross sales price.

Broker/Agent Signature

Date

Name of Brokerage Company _____

Address of Brokerage Company _____

MLS Agent # _____ MLS Office # _____

Office Phone _____

Mobile Phone _____

Email Address _____

EXHIBITS

- A. Legal Description (7 Pages)
- B. Location Map (1 Page)
- C. Preliminary Title Report (71 Pages)
- D. Appraisal (80 Pages)
- E. City Disclosures (40 Pages)

1
2
3
4 **OFFER TO PURCHASE**
5
6
7

8 **TO: City of Tucson**
9 **Real Estate Division**
10 **201 N. Stone/6th Floor**
11 **Tucson, AZ 85726-7210**
12
13

RP 1800

14 _____ hereinafter called the BUYER, hereby
15 offers and agrees to purchase from the CITY OF TUCSON, a municipal corporation, hereinafter
16 called the CITY, at the price and subject to the terms, conditions and covenants herein stated,
17 the following described property:
18

19 **Southwest Corner of Irvington Road and Benson Highway**
20 **Tucson, Arizona 85706**
21 **A Portion of Tax Code # 140-11-016B, 016C**
22 **(See Attached Exhibit "A")**
23

24 **SUBJECT TO all provisions, conditions, easements, restrictions, rights-of-way, covenants,**
25 **encumbrances, obligations, liabilities, and other matters of record, and to all zoning, building or**
26 **other laws or ordinances, and to any matters which would be shown by an accurate survey or**
27 **inspection of the property.**
28

29 **PRICE: The purchase price shall be _____ Dollars**
30 **(\$ _____) which includes the deposit tendered with this offer. The purchase price will**
31 **be paid in certified or wired funds at the time of closing.**
32

33 **The Buyer(s) hereby tenders as a deposit the sum of _____ Dollars**
34 **(\$ _____) representing the minimum deposit of five percent (5%) of the gross amount of**
35 **the offer on the following conditions:**
36

37 **The balance of said purchase price in the amount of _____ Dollars**
38 **(\$ _____) shall be paid in cash at closing.**
39

40 **PROPOSED USE: The proposed use of the property shall be as follows: _____**
41 _____
42

43 **This sale is subject to approval by the City Manager, and if forwarded for review, subject to**
44 **approval of the Mayor and Council. The City reserves the right to reject any and all offers either at**
45 **the City Manager or Mayor and Council level of authority.**
46

47 **Forty-five (45) days from the date of the bid opening are hereby given to the City to obtain official**
48 **Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument**
49 **shall be signed by the City and delivered to the Buyer(s) within ten (10) business days following the**
50 **date of acceptance.**

1
2 **INSPECTION PERIOD:** Buyer, and/or Buyer's nominees, shall have the right to enter upon
3 the subject property as of the date of approval of this agreement by Mayor and Council for a
4 period of fifteen (15) calendar days for the purpose of conducting such engineering,
5 architectural, soils analysis, floodplain, site or other tests, studies and development conditions,
6 which the Buyer deems necessary in its sole discretion. Inspections are to be made at the
7 Buyer(s) expense.
8

9 **During the inspection period, in the event Buyer disapproves of the results of any of the**
10 **foregoing, or any other matters related to the condition of the property, Buyer, at Buyer's sole**
11 **discretion may withdraw the offer and cancel the contract and related escrow by written notice**
12 **to City and escrow agent within fifteen (15) calendar days from the date of approval by Mayor**
13 **and Council and the deposit shall be promptly refunded. If the Buyer has not elected to cancel**
14 **the contract within the inspection period, the deposit tendered with this offer shall become non-**
15 **refundable except in the event of City's default and unless otherwise provided for in this**
16 **agreement. Buyer's failure to provide notice of disapproval shall be deemed an approval. Buyer**
17 **may waive the inspection period or any part thereof by providing written notice to City of its**
18 **satisfactory approval of the property.**
19

20 **CLOSE OF ESCROW:** The closing date shall be within thirty (30) calendar days following
21 completion of the inspection period or approval by Buyer, unless otherwise extended by mutual
22 consent of parties. Closing costs shall be split in accordance with customary charges. If this
23 agreement is terminated because of the acts of the City, the City shall be solely responsible for
24 the costs and fees associated with such termination. If this agreement is terminated because of
25 the acts of the Buyer, the Buyer shall be solely responsible for the costs and fees associated with
26 such termination. If this agreement is terminated for any other reason, the parties shall share
27 equally in the costs and fees associated with such termination.
28

29 **If this offer is not accepted by the City, the amount of the deposit will be returned to the Buyer**
30 **with reasonable promptness.**
31

32 **The escrow closing agent shall be Kim Moss, Stewart Title and Trust.**
33

34 **City shall provide standard form of title insurance policy in the amount of the purchase price. If**
35 **Buyer requires an extended ALTA title policy, Buyer shall pay for cost of ALTA survey and all**
36 **costs exceeding standard form of title insurance policy. Title insurance policy to be issued by**
37 **Stewart Title and Trust. All other title and escrow costs and expenses incidental to this**
38 **transaction shall be charged to the parties in the customary manner. There shall be no**
39 **adjustment in the sales price as a result of the ALTA survey. If the ALTA survey shows**
40 **something to which Buyer objects, Buyer may cancel and get its earnest money back.**
41

42 **Transfer of property, if sold, shall be by City of Tucson form of Deed. Possession of the property**
43 **shall be given to Buyer on closing.**
44

45 **If applicable, the Buyer(s) acknowledge(s) _____ as his/their**
46 **Broker/Agent. As a result of this sale, the City agrees to pay a commission fee on closing to said**
47 **Broker/Agent. If deposit is forfeited and/or this transaction does not close, no commission will be**
48 **paid.**
49

1 No commission fee will be paid if Broker/Agent is also a Principal/Buyer. Commission fee shall be
2 3%, under the terms and conditions noted herein. Commission will be paid only to qualified
3 Arizona Licensed Brokers.

4
5 Except as may be specifically and expressly provided elsewhere in this Agreement, City makes
6 no other or further representations and/or warranties of any sort whatsoever concerning the
7 subject property. Buyer is relying entirely on Buyer's own investigations and examinations as to
8 the physical condition and every other aspect of the subject property, including without
9 limitation, fitness for any particular use or purpose, the location, integrity and lawful presence of
10 all structures and improvements, the location and capacity of all utility services, the existence of
11 soil instability, soil repairs, and any other soil conditions, sufficiency of undershoring and
12 drainage, the existence of any flood plains or flood hazards or similar conditions, every other
13 matter affecting the stability or integrity of the subject property and its environmental condition.
14 Buyer acknowledges that it has performed all inspections, that any information provided or
15 made available or to be provided or made available to Buyer by City, or its agents, brokers,
16 members, managers, partners, representatives, or others were provided or made available solely
17 as a courtesy, and that the Buyer has the sole responsibility for determining the existence or
18 nonexistence of any fact material to Buyer's decision to accept the subject property. Buyer
19 acknowledges that Buyer is accepting the subject property on an "AS-IS, WHERE-IS" basis,
20 without any implied warranties, and Buyer is completely at risk with respect to all attributes and
21 conditions, latent or otherwise, of the subject property. By executing this Agreement, Buyer
22 hereby gives City, as a material inducement for City to enter into this Agreement, a full release
23 of any and all claims or causes of action Buyer may have now or in the future based upon the
24 condition of the subject property and all other matters pertaining to it. Such release shall
25 survive the closing and it applies to all claims or causes of action arising at common law, under
26 statute, or otherwise, whether sounding in contract or in tort, including, without limitation,
27 claims or causes of action for misrepresentation or nondisclosure.

28
29 Buyer acknowledges that the Seller Property Disclosure Statement (SPDS) and Comprehensive
30 Loss Underwriting Exchange (CLUE) will not be provided by the City.

31
32 Buyer acknowledges that the subject property may have an existing well and that the buyer will
33 be responsible for abandonment if required.

34
35 Buyer acknowledges that an access covenant for the parcels located to the south of the property
36 will be recorded at close of escrow.

37
38 Sale of this property is not an approval for development and buyer shall conduct complete due
39 diligence research to assure its proposed use complies with the appropriate development criteria
40 for this site.

41
42 Buyer, for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and
43 agrees to hold harmless City, its Mayor and Council, Boards, Committees, and Commissions,
44 officers and employees, from and against any and all claims that it may now or hereafter have
45 against City for any cost, loss, liability, damage, expense, demand, claim, or cause of action
46 arising or alleged to have arisen from or relating to any defect or condition, including
47 environmental matters, affecting the property or any portion thereof. The hold-harmless
48 provisions of this section shall survive the closing.

1 All terms, covenants, conditions and provisions herein contained, including all conditions of sale
2 shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal
3 representatives or other successors in interest, irrespective of how said interest was acquired. All
4 representations and/or warranties shall survive closing.

5
6 This instrument contains the entire agreement between the City and the Buyer. All
7 understandings, conversations and communications, oral or written, between the parties hereto,
8 or on behalf of either of them, are merged into and superseded by this instrument and shall be of
9 no further force or effect.

10
11
12
13 DATED this ____ day of _____, 2016.

14
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17 _____
18 BUYER SIGNATURE

19
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21 _____
22 BUYER SIGNATURE

23
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25 _____
26 ADDRESS OF BUYER

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28 _____
29 TELEPHONE NUMBER

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A C C E P T A N C E

The hereinabove offer to purchase City property at the price and according to the terms, covenants, conditions, and provisions above stated is hereby accepted pursuant to approval by the Mayor and Council.

DATED this _____ day of _____, 2016.

CITY OF TUCSON, a municipal corporation

By _____
MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Principal Assistant City Attorney

CONCURRENCE:

By _____
Real Estate Program Director

EXHIBIT 'A'

Parcel I – SURPLUS PROPERTY

All those portions of Lots 4, 5 and 6, of Block 2, as recorded in Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, described as follows:

Commencing at the north one-quarter corner of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being monumented by a brass disk in casting from which a one and one-half inch aluminum cap stamped "RLS 23956, C.O.T. 1/16th" bears North 89°43'56" East (basis of bearing for this description) 1321.41 feet distant;

Thence North 89°43'56" East, upon the north line of said Section 5, a distance of 79.00 feet;

Thence South 00°27'54" East a distance of 75.00 feet to the **POINT OF BEGINNING** on the south right of way of Irvington Road;

Thence North 89°43'56" East, upon said right of way, a distance of 248.42 feet to a point of curvature having a radius of 25.00 feet;

Thence upon said curve to the right through a central angle of 90°00'37" an arc length of 39.27 feet to a point of tangency of the southwesterly right of way of Benson Highway according to City of Tucson Plan Number "R-82-06";

Thence South 00°15'27" East, upon said right of way, a distance of 51.64 feet to a point of curvature having a radius of 678.28 feet;

Thence upon said curve to the left through a central angle of 15°03'43" an arc length of 178.31 feet to a line 25.00 northerly of and parallel with the south line of said Block 2;

Thence North 54°09'50" West, upon said line, a distance of 211.28 feet to the line common to said Lots 5 and 6;

Thence South 35°49'59" West, upon said common line, a distance of 25.00 feet to the south line of said Block 2;

Thence North 54°09'50" East, upon said south line, a distance of 137.40 feet;

Thence North 00°27'54" West a distance of 67.65 feet to the **POINT OF BEGINNING**.

Said Parcel I contains 41,937 square feet or 0.96 acres as described.

RESERVING UNTO the City of Tucson (Grantor), its successors and assigns, a perpetual easement for the discharge and full right of flowage of water and debris resulting from the flowing

of storm waters, from whatever cause, on the following described parcel of land, said easement being in, on, through, over, across and under said parcel, situate in the County of Pima, State of Arizona, to-wit:

All those portions of Lots 5 and 6, of Block 2, as recorded in Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, described as follows:

Commencing at the north one-quarter corner of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being monumented by a brass disk in casting from which a one and one-half inch aluminum cap stamped "RLS 23956, C.O.T. 1/16th" bears North 89°43'56" East (basis of bearing for this description) 1321.41 feet distant;

Thence North 89°43'56" East, upon the north line of said Section 5, a distance of 79.00 feet;

Thence South 00°27'54" East a distance of 75.00 feet to the **POINT OF BEGINNING** on the south right of way of Irvington Road;

Thence North 89°43'56" East, upon said right of way, a distance of 248.42 feet to a point of curvature having a radius of 25.00 feet;

Thence upon said curve to the right through a central angle of 90°00'37" an arc length of 39.27 feet to a point of tangency of the southwesterly right of way of Benson Highway according to City of Tucson Plan Number "R-82-06";

Thence South 00°15'27" East, upon said right of way, a distance of 51.64 feet to a point of curvature having a radius of 678.28 feet;

Thence upon said curve to the left through a central angle of 02°35'24" an arc length of 30.66 feet;

Thence North 62°59'29" West a distance of 157.76 feet;

Thence South 89°43'56" West a distance of 133.76 feet;

—Thence North 00°27'54" West a distance of 35.00 feet to the **POINT OF BEGINNING**.

Said easement contains 14,460 square feet or 0.33 acres as described.

By acceptance of this easement, Grantee expressly waives and releases any and all claims, present and future, against the Grantor, arising from either (1) the drainage or flowage of water and debris in, on, over and across any of the property subject to this easement caused by the overflowing of storm waters in the above-described watercourse or (2) erosion of the property subject to this easement, caused by flowage of water and debris in the above-described watercourse. Maintenance of said easement shall be the responsibility of the Grantee.

ALSO RESERVING UNTO the City of Tucson a perpetual easement for the maintenance of existing Water and related facilities in, on, under, over, across and through the following described property:

All that portion of Lots 6, of Block 2, as recorded in Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, described as follows:

Commencing at the north one-quarter corner of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being monumented by a brass disk in casting from which a one and one-half inch aluminum cap stamped "RLS 23956, C.O.T. 1/16th" bears North 89°43'56" East (basis of bearing for this description) 1321.41 feet distant;

Thence North 89°43'56" East, upon the north line of said Section 5, a distance of 79.00 feet;

Thence South 00°27'54" East a distance of 111.63 feet to the **POINT OF BEGINNING** on a line 25.00 feet northeasterly of and parallel to the south Line of said lot 6;

Thence South 54°09'50" East, upon said line, a distance of 155.76 feet to the easterly line of said Lot 6;

Thence South 35°49'59" West, upon said easterly line, a distance of 25.00 feet to the southeasterly corner of said Lot 6;

Thence North 54°09'50" West, upon the south line of said Lot 6, a distance of 137.40 feet;

Thence North 00°27'54" West a distance of 31.02 feet to the **POINT OF BEGINNING**.

Said easement contains 3,665 square feet or 0.08 acres as described.

Said reserved easement, or portions thereof, shall be fully extinguished and abandoned upon relocation of the existing facilities, or portions thereof, and recordation of abandonment by the City of Tucson.

~~ALSO RESERVING UNTO~~ the City of Tucson a perpetual one foot no access easement described as follows:

All those portions of Lots 4, 5 and 6, of Block 2, and the right of way of Broadway of America Highway, (Benson Highway), as recorded in Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, lying 1.00 foot to the right of the following described line:

Commencing at the north one-quarter corner of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being monumented by a brass disk in casting from which a one and one-half inch aluminum cap stamped "RLS 23956, C.O.T. 1/16th" bears North 89°43'56" East (basis of bearing for this description) 1321.41 feet distant;

Thence South 00°15'52" East, upon the mid section line of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima county, Arizona, a distance of 266.73 feet;

Thence North 89°44'09" East a distance of 79.93 feet to the **POINT OF BEGINNING** on the northerly line of Block 3, Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona;

Thence North 00°27'54" West a distance of 191.73 feet to the southerly right of way of Irvington Road;

Thence North 89°43'56" East, upon said right of way, a distance of 248.42 feet to a point of curvature having a radius of 25.00 feet;

Thence upon said curve to the right through a central angle of 90°00'37" an arc length of 39.27 feet to a point of tangency of the southwesterly right of way of Benson Highway according to City of Tucson Plan Number "R-82-06";

Thence South 00°15'27" East, upon said right of way, a distance of 51.64 feet to a point of curvature having a radius of 678.28 feet;

Thence upon said curve to the left through a central angle of 15°03'43" an arc length of 178.31 feet to the **POINT OF TERMINUS** on a line 25.00 northerly of and parallel with the south line of said Block 2;

Side lines of said easement to be lengthened or shortened to create angle points and to terminate on boundary lines.

Parcel II – VACATION, ABANDONMENT AND SALE OF FORMER BENSON HIGHWAY

All that portions of the right of way of Broadway of America Highway, (Benson Highway), as recorded in Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, described as follows:

Commencing at the north one-quarter corner of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being monumented by a brass disk in casting from which a one and one-half inch aluminum cap stamped "RLS 23956, C.O.T. 1/16th" bears North 89°43'56" East (basis of bearing for this description) 1321.41 feet distant;

Thence South 00°15'52" East, upon the mid section line of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima county, Arizona, a distance of 266.73 feet;

Thence North 89°44'09" East a distance of 79.93 feet to the **POINT OF BEGINNING** on northerly line of Block 3, Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona;

Thence North 00°27'54" West a distance of 124.08 feet to the southerly line of Block 2 of said Arlington Heights;

Thence South 54°09'50" East a distance of 381.74 feet to westerly right of way of Benson Highway according to City of Tucson Plan Number "R-82-06" being on a curve from which the radius point bears North 71°10'42" East 678.28 feet distant;

Thence southeasterly upon said curve through a central angle of 18°16'12" an arc length of 216.29 feet to the northeasterly prolongation of the easterly line of Lot 2, Block 3 of Arlington Heights as recorded in Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, from which the radius point bears North 52°54'30" East;

Thence South 35°49'59" West, upon said line, a distance of 4.89 feet to the northeasterly line of said Block 3;

Thence North 54°09'50" West, upon said northeasterly line, a distance of 501.51 feet to the **POINT OF BEGINNING**;

Said Parcel II contains 43,398 square feet or 1.00 acres as described.

SUBJECT TO perpetual non-exclusive easements for the maintenance, repair and replacement as necessary of existing sewer, gas, electric, communications and cable television lines and facilities, including the right of ingress/egress thereto, in favor of Pima County, Southwest Gas Corporation, Tucson Electric Power Company, Century Link/Qwest Communications, and Cox Communications Company, respectively, in, on, under, over, across and through the above described parcel. Said easements, or portions thereof, may be fully extinguished and abandoned upon relocation of the existing facilities, or portions thereof, and recordation of Affidavit(s) signed by each entity with an interest in the particular parcel. Said Affidavit(s) must state the Affiant's interest in the parcel and that the affiant no longer owns facilities in the parcel area being extinguished and abandoned.

RESERVING UNTO the City of Tucson a perpetual easement for the maintenance of existing Water and related facilities in, on, under, over, across and through the above described parcel. Said reserved easement, or portions thereof, shall be fully extinguished and abandoned upon relocation of the existing facilities, or portions thereof, and recordation of abandonment by the City of Tucson.

ALSO RESERVING UNTO the City of Tucson a perpetual one foot no access easement described as follows:

All that portions of the right of way of Broadway of America Highway, (Benson Highway), as recorded in Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona, lying 1.00 foot to the right of the following described line:

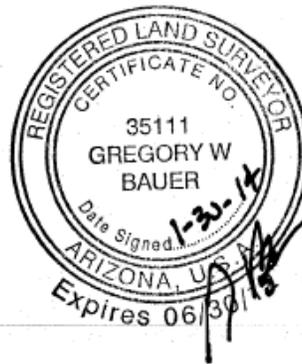
Commencing at the north one-quarter corner of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, being monumented by a brass disk in casting from which a one and one-half inch aluminum cap stamped "RLS 23956, C.O.T. 1/16th" bears North 89°43'56" East (basis of bearing for this description) 1321.41 feet distant;

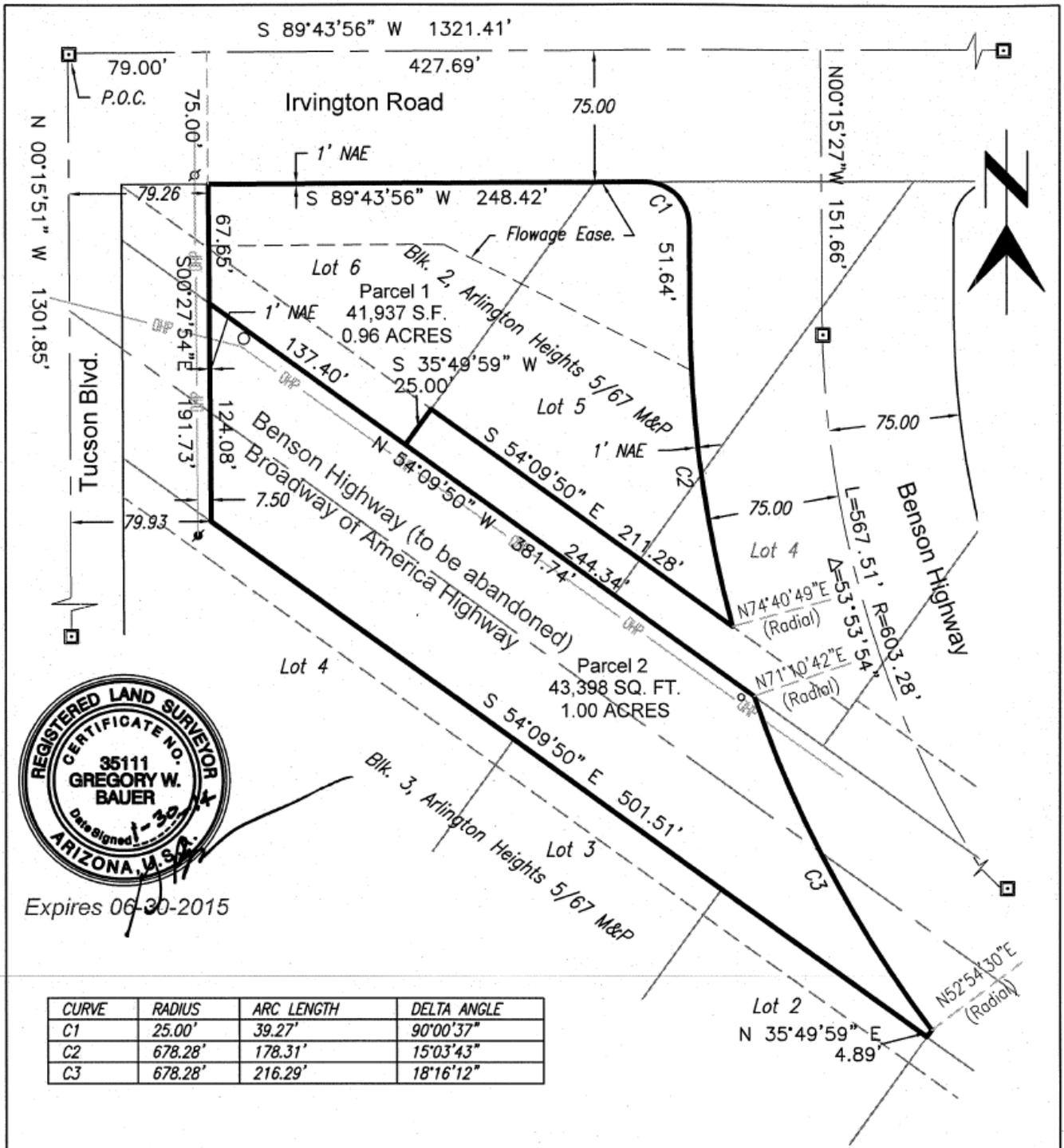
Thence South 00°15'52" East, upon the mid section line of Section 5, Township 15 South, Range 14 East, Gila and Salt River Meridian, Pima county, Arizona, a distance of 266.73 feet;

Thence North 89°44'09" East a distance of 79.93 feet to the **POINT OF BEGINNING** on northerly line of Block 3, Arlington Heights, Book 5 of Maps and Plats at Page 67 in the office of the Recorder, Pima County, Arizona;

Thence North 00°27'54" West a distance of 124.08 feet to the **POINT OF TERMINUS** on southerly line of Block 2 of said Arlington Heights;

Side lines of said easement to be lengthened or shortened to create angle points and to terminate on boundary lines.





Expires 06-30-2015

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	25.00'	39.27'	90°00'37"
C2	678.28'	178.31'	15°03'43"
C3	678.28'	216.29'	18°16'12"

SEC. 5, T.15 S., R.14 E.

Drawn: <u>GWB Jan. 2014</u> Scale: <u>1" = 80'</u>	Surplus Parcel A Portion of Blks. 2 & 3 & Benson Highway BK.5, PG.67, M.&P.	City of Tucson, Arizona ENGINEERING DIVISION
		PLAN # <u>S-2014-001</u>