

March 1, 2018

At the Request of the City of Tucson  
Invitation to Submit Offer to Purchase  
Land and Improvements  
At 124 East Broadway Boulevard  
Tucson, Arizona 85701

## OFFERING MEMORANDUM ("OM")

Contents: Offer Procedures & Submission Instructions

Note: this offering is made in digital format only. It is the responsibility of recipients to make hard copies as they may wish and as required to submit any offer.

### 1. Notice

The City of Tucson ("City") hereby invites offers to purchase the real property referenced below, which is owned by the City.

Written, sealed, Offers will be accepted at the offices of CBRE, Inc., 3719 N Campbell Ave., Tucson, Arizona 85719. Any and all sales are subject to approval of the Mayor and Council, and the City reserves the right to reject any and all offers.

### 2. Property Description

A two story vacant building with basement totaling +/- 20,550 gross square feet believed to have been built in 1948 ("the Building"), with an adjacent surface parking lot. The total site area is ± 11,163 square feet (the "Property"). It is located on the South side of Broadway, mid-block, between S 6<sup>th</sup> Avenue and S 5<sup>th</sup> Avenue. The East elevation of the building fronts S Arizona Avenue, a public alleyway. The Property is essentially flat, level, zoned OCR-2 and is in the City of Tucson, Arizona. The Property currently comprises four contiguous listed below which the City hopes to combine into a separate parcel prior to close of escrow:

- Parcel 1 - Assessors Parcel Number 117-17-0050 \* on which the parking lot is located,
- Parcel 2 - Assessors Parcel Number 117-17-0030 \* on which the Building is located.
- Parcel 3 – A "strip" between Parcels 1 and 2, totaling 20 square feet, and
- Parcel 4 – a parcel totaling 22.56 square feet to be created to accommodate the encroachment of the Building entrance into the right of way.

\* Pima County Assessor - <http://www.asr.pima.gov/>

The information provided by CBRE, Inc. in this Offering has been obtained from sources believed reliable. We have not verified it and make no guarantee, warranty or representation above it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the potential uses of the land parcels. Offerors and their advisors should conduct a careful, independent investigation of the land parcels to determine to their satisfaction the suitability of the land for their needs.

The website at [www.cot-124broadway.com](http://www.cot-124broadway.com) provides general information on the Building and Property including survey, historical assessment, proposed deed restriction, environmental and structural reports, and a preliminary title report.

The City reserves the right to update the website and the materials posted there and Offerors should check back on a regular basis to review new or updated items.

### 3. Price

The City seeks \$2,000,000 (Two Million Dollars). All offers submitted shall be cash only. Terms are not available.

### 4. Offer Security

The completed Offer form must be accompanied by security in the amount shown on the Offer.

Security deposits should be made payable to **"PIONEER TITLE AGENCY"**, cashier's check or money order only. No personal checks or wire transfers will be allowed.

### 5. Selection

All Offers will be evaluated primarily on the highest proceeds to the City. Offers that include representation by an Arizona licensed real estate broker will not be disadvantaged by the cost of the broker commission. Selection will be made by the City Real Estate Program as to which proposal(s), 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.

### 6. Offer Forms

Templates for the Offer Documents may be found at [www.cot-124broadway.com](http://www.cot-124broadway.com). Only offers submitted on these forms will be considered. Procedures & Submission Instructions may be found in paragraph 14 below.

### 7. Building Tour(s)

Tours of the Property may be arranged with the CBRE personnel listed at the end of this OM.

### 8. City Rights Reserved

Notwithstanding any other provision of this Offering Memorandum, the City reserves the right to:

- a. Waive any immaterial defect or informality;
- b. Reject any or all submissions, or portions thereof;
- c. Reissue a new or revised OM or Offer template;

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- d. Request one or more bidders to submit a more detailed submission; and to
- e. Consider backup offers in the event the winning Offeror(s) fails to close escrow.

This Offering Memorandum does not commit the City to enter into a contract, development agreement, or to pay any cost incurred in the preparation of an offer in response to this OM or in subsequent exclusive negotiations. Further, this Offering does not convey to any bidder any contractual or property rights.

#### 9. Property Rights/Disclosure of Information

All materials submitted in response to this OM and submissions subsequent thereto, shall become the property of the City upon delivery. By tendering an Offer, offerors 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 OM, if any, or to the submission of any offeror contesting, protesting or otherwise challenging an award or recommendation, once made. Any offeror tendering a submission in response to this OM further acknowledges and understands that the City is a public entity required to abide by public records laws and shall not be liable for disclosures required by law.

#### 10. Submission Rejection/Right to Disqualify

Submission of alternate 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 reserves the right to disqualify any offeror who provides materially inaccurate or misleading information or data, or who does not submit their offer on the Offer Forms provided at [www.cot-124broadway.com](http://www.cot-124broadway.com). The City may request additional information or data, including financial reports on the Offeror and the City may disqualify any offeror who fails to provide such information or data in a timely manner. The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest. The right to disqualify any offeror is at the sole discretion of the City.

#### 11. Special Terms and Conditions

##### A. Reservation of Rights by City of Tucson

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

##### B. Form and Terms of Purchase Agreement

By submitting a response to this OM, each offeror agrees that the Offer and fully executed Acceptance shall be the legal agreement and that any other contract resulting from this OM may be drafted under the supervision of the Tucson City Attorney. Offerors may not insist on the use of standard contract agreements, documents or forms, and waive any demand for the

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use of standard agreement forms. The form of Special Warranty Deed to be used for the transfer of the Property shall be as included in the Due Diligence section of [www.cot-124broadway.com](http://www.cot-124broadway.com). Selection of an offeror does not obligate the City to accept all of the terms of the successful offeror's submission.

C. Copyright and Patent Indemnification

By responding with a submission to this OM, offeror agrees to hold the City of Tucson, and its officers, agents, employees, and consultants, including CBRE, Inc. 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 OM and any contract negotiated as a result of this OM 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 OM or in any subsequent development agreement, lease, or any other contract entered into as a result of this OM 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 or the offeror.

F. Employment Restrictions and Indemnity

No person who is an officer, employee, contractor or consultant of an offeror 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 offeror 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. Offerors 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 offeror's officers, employees, contractors and consultants.

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G. Immigration and Naturalization

All offerors 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, offeror 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.

12. Conflicts of Interest

This OM and any award, purchase agreement, ground lease, or other relationship resulting from this OM 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.

13. Brokerage Fee

The City of Tucson has listed the Property that is the subject of this OM with CBRE, Inc. CBRE, Inc. will share 50% (fifty percent) of its commission, once earned and paid, with current Arizona licensed brokers who are named by an offeror as the exclusive third-party representative of the offeror on the Notice of Exclusive Representation Form to be returned with each Offer confirming the broker is unaffiliated with the offeror and does not share personnel. Payment shall be at and through close of escrow for the sale of the Property. If deposit is forfeited and/or this transaction does not close, no commission will be paid.

14. OFFER PROCEDURES & SUBMISSION INSTRUCTIONS

- A. Submissions must be on the forms provided at [www.cot-124broadway.com](http://www.cot-124broadway.com) and must comprise:
1. Offer Acknowledgement and Receipt ("Acknowledgement")
  2. Offer To Purchase ("Offer")
  3. Exhibits to Offer

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4. Offer Security ("Security")
  5. Letter of Financial Qualification providing references and experience with similar properties.
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1. Offer Acknowledgement and Receipt - must be signed, dated and returned.
  2. Offer To Purchase - must be signed and dated by the principal or authorized corporate officer. Any offer not properly signed may be rejected.
  3. Exhibits to Offer – the following must be attached to Offer:
    - A. Legal Descriptions of all 4 (four) parcels comprising the Property  
NOTE: The legal description may be replaced by a combined, stamped and sealed legal description prior to closing.
    - B. Preservation and Conservation Restriction (completed and signed by Buyer).
    - C. Sample Special Warranty Deed
    - D. Notification of Exclusive Representation – (if applicable) must be completed, signed, dated and returned.
  4. Offer Security ("Security") – The Offer form must be accompanied by appropriate Security. The Security should be in the form of a cashier's check or money order made payable to **"PIONEER TITLE AGENCY"** and the amount should be as stated in the Offer. If your offer is not accepted by City, you will be notified and your Security will be returned to you with reasonable promptness.
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- B. The completed Offer Acknowledgement and Receipt, together with the Offer To Purchase, Exhibits A, B, C, and D (if applicable), together with the Security and Letter of Financial Qualification are to be submitted to to the office of CBRE, Inc., 3719 N Campbell Ave., Tucson, Arizona, 85719.

Acceptance of any Offer will be subject to City Manager and Mayor and Council approval. The City reserves the right to reject any and all offers.

For further information, please contact either of the following personnel at CBRE:

Ian Stuart	520.323.5180	<a href="mailto:ian.stuart@cbre.com">ian.stuart@cbre.com</a>
John Ash	520.323.5177	<a href="mailto:john.ash@cbre.com">john.ash@cbre.com</a>

~~~ END ~~~

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