

At the Request of the City of Tucson
Invitation to Submit Offer to Purchase
Land and Improvements
At 930-948 E Broadway Boulevard & 935 E 12th Street
Tucson, Arizona 85719

ACKNOWLEDGEMENT - OFFER DISCLAIMER – RIGHTS RESERVED BY CITY OF TUCSON

The offeror named below, submitting the Offer of the same date, acknowledges that it has reviewed the Offering Memorandum and all the information provided at the website www.cot-930broadway.com and has returned to the website on the date of this acknowledgement to review any and all updates that may have been posted since the initial publication.

The information provided at the website includes maps, photos, survey, legal descriptions, historical assessment and recommendation, environmental reports, links to other websites that provide additional information (including the status of the PAD rezoning), sample special warranty deed and a preliminary title report (collectively the “Materials”) which we believe to be relevant for the purpose of helping you in your evaluation of the Property. By signing below, you acknowledge you have had the opportunity to review the Materials and understand and acknowledge that CBRE and the City of Tucson make and have made no representation or warranty to you as to the accuracy or completeness of the Materials and have made no attempt to verify the data contained therein. You agree that CBRE and the City will not have any liability to you as a result of your use of the Materials. It is understood that you are expected to perform your own studies and are responsible for such diligence investigations and inspections of the Property, including understanding the commitment and costs to complete the PAD application that the winning bidder will be expected to complete prior to close of escrow. The City also draws to the attention of bidders that the abandonment of McKey Street cannot be guaranteed or a condition of the sale.

The City expressly reserves the right, at its sole discretion, to withdraw the Property from the market, modify the marketing plan or to reject any and all expressions of interest or offers for the Property and/or to terminate discussions with any entity at any time with or without notice. The City has no legal commitment or obligation to any entity reviewing the materials or making any Offer unless and until an executed Acceptance has been attached by the City and all obligations there under satisfied or waived.

CBRE, Inc. (“Agent”) is acting on behalf of sellers and is the exclusive listing agent for this offering. Absent a completed and executed Notification of Exclusive Representation attached hereto, you agree to indemnify and hold harmless CBRE and City, their respective affiliates, successors and assigns, employees, officers, directors and elected officials against and from any loss, liability or expense, including reasonable attorney’s fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation from bringing about any legally binding agreement for the Property if such claim or claims are based in whole or in part on dealings with the offeror or any of its representatives.

By signature below the undersigned acknowledges the matters covered herein above:

- a) supersedes all prior understandings between them on such matters;
- b) shall be governed by the internal laws of the State of Arizona;
- c) shall be binding on their lawful successors, designees and assigns; and
- d) shall not be altered, supplemented, or terminated except in a writing signed by each party.

AGREED AND ACCEPTED FOR

Offeror

Authorized Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

City, ST, Zip: _____

Phone: _____

Email: _____

Date: _____

OFFER TO PURCHASE

TO: City of Tucson
Real Estate Division
201 N. Stone/6th Floor
Tucson, AZ 85726-7210

RP #3051

_____ hereinafter called the OFFEROR , hereby offers and agrees to purchase real property from the CITY OF TUCSON, a municipal corporation, hereinafter called the CITY, upon the terms, conditions and covenants herein stated. The Property is located at 930-948 E E Broadway Boulevard and 935 E 12th Street. The current legal description of the Property is attached hereto as Exhibit A.

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

IN REGARD TO THE PROPERTY:

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

The Offeror hereby tenders as its Security Deposit the sum of _____ Dollars (\$_____) representing the minimum of five percent (5%) of the gross amount of the offer.

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

Acceptance of this Offer is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The City reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority.

If the City Manager approves submitting this offer for consideration by Mayor and Council, then within sixty (60) days from the City Manager's approval, City staff shall seek official Mayor and Council response to this offer. If Offer is accepted by Mayor and Council, the acceptance portion of this instrument shall be signed for the City and delivered to the Offeror(s) within ten (10) business days following the date of acceptance.

INSPECTION PERIOD: Offeror, and/or Offeror's nominees, shall have the right to enter upon the Property that is the subject of this Offer as of the date of approval of this agreement

by Mayor and Council for a period of thirty (30) calendar days for the purpose of conducting such engineering, architectural, soils analysis, floodplain, site or other tests, studies and development conditions, which the Offeror deems necessary in its sole discretion.

Forty eight (48) hours prior notice will be required for access to the interior of the Building. Inspections are to be made at the Offeror's expense. During the Inspection Period, in the event Offeror disapproves of the results of any of the foregoing, or any other matters related to the condition of the Property, Offeror, at Offeror's sole discretion may withdraw the offer and cancel the contract and related escrow by written notice to City and escrow agent prior to the end of the Inspection Period and the Security Deposit shall be promptly refunded. In such event, the Offeror shall provide copies of its inspection reports and materials to the City on the understanding Offeror and/or the authors of the material have no ongoing responsibility to the City for the contents. If the Offeror has not elected to cancel the contract within the Inspection Period, the Security Deposit tendered with this offer shall become non-refundable except in the event of City's default or unless otherwise provided for in this or a subsequent Agreement. Offeror's failure to provide notice of disapproval shall be deemed an approval. Offeror may waive the Inspection Period or any part thereof by providing written notice to City of its satisfactory approval of the Property.

PAD REZONING: The City has begun a Planned Area Development ("PAD") rezoning and will continue the application following Close of Escrow with the Offeror. Offeror shall be responsible for all fees associated with the PAD which are non-refundable (the "PAD Fees"). Payment of the PAD fees shall be within three (3) business days of the end of the inspection period or such earlier date that Offeror waives the Inspection Period unless Offeror has previously elected to withdraw this offer.

TITLE INSURANCE: At or before the commencement of the Inspection Period, City shall provide a commitment for a standard form of title insurance policy in the amount of the purchase price. The City shall pay for the cost of the standard form of title insurance at closing. If Offeror requires an extended ALTA title policy, Offeror shall pay for cost of ALTA survey and all costs exceeding standard form of title insurance policy. All other title and escrow costs and expenses incidental to this transaction shall be charged to the parties in the customary manner. There shall be no adjustment in the sales price as a result of exceptions shown on the policy or the ALTA survey.

CLOSE OF ESCROW: The closing date shall be within fifteen (15) calendar days following completion of the Inspection Period or the completion of the PAD rezoning, whichever is later, unless otherwise extended by mutual consent of parties. In the event the PAD rezoning has not been completed through no fault of the Offeror, within nine (9) months of the date of the City Acceptance below, or within six (6) months of submittal of the rezoning application, whichever been sooner, Offeror may withdraw from this contract and the Security Deposit shall be refunded. The PAD Fees shall not be refunded. Closing costs shall be split in accordance with customary charges. If this agreement is terminated because of the acts of the City, the City shall be solely responsible for the costs and fees associated with such termination. If this agreement is terminated because of the acts of the Offeror, the Offeror shall be solely responsible for the costs and fees associated with such termination. Transfer of property, if

sold, shall be by City of Tucson form of Special Warranty Deed attached hereto as Exhibit B. If this agreement is terminated for any other reason, the parties shall share equally in the costs and fees associated with such termination.

If this offer is not accepted by the City, the amount of the Security Deposit will be returned to the Offeror with reasonable promptness.

The escrow agent shall be Stewart Title and Trust of Tucson.

Vacant Possession of the Property shall be given to Offeror on close of escrow.

In the event Offeror is exclusively represented by an unaffiliated, qualified and licensed third party broker, Offeror will complete and attach Exhibit C - Notification of Exclusive Representation. If attached, the City authorizes CBRE, Inc. to share the commission it is to be paid by City pursuant to separate agreement with said Broker. If deposit is forfeited and/or this transaction does not close, no commission will be paid. No commission will be paid if Broker/Agent is also a Principal of the Offeror or is affiliated with the Offeror. CBRE is to share commission only with qualified and Brokers licensed in the State of Arizona.

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

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

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

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

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

DATED this ____ day of _____, 2018.

NAME OF OFFEROR

AUTHORIZED SIGNATURE

ADDRESS OF OFFEROR

TELEPHONE NUMBER

EMAIL ADDRESS

Attachments

- Exhibit A. Legal Descriptions
- Exhibit B. Sample Special Warranty Deed
- Exhibit C. Notification of Exclusive Representation (if applicable)

ACCEPTANCE

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 _____, 2018.

CITY OF TUCSON, a municipal corporation

By _____
MAYOR

ATTEST

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Damian Fellows, Principal Assistant City Attorney

CONCURRENCE:

By _____
John Cahill, Interim Real Estate Administrator

EXHIBIT A - LEGAL DESCRIPTION(S)

PARCEL 1:

Lot 2 in Block 12 of RIECKER'S ADDITION to the City of Tucson, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps, page 58;

Together with that certain strip adjoining said lot on the North and lying between the South boundary line of Broadway as now established and the North line of said Lot 2 in Block 12 and between the Northerly prolongation of the East and west boundary lines of said Lot 2 to their intersection with the South boundary line of Broadway as now established.

PARCEL 2:

Lots 3 and 4 in Block 12 of RIECKER'S ADDITION to the City of Tucson, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps, page 58;

Together with that certain parcel of land lying immediately North of the North line of said Lots and South of the South line of Broadway, as established by Ordinance No. 747 of the Mayor and Council of said City of Tucson, and bounded on the East and West by the Northerly prolongation of the East line of Lot 3 and the West line of Lot 1 in said Block 12.

PARCEL 3:

Lot 5 in Block 12 of RIECKER'S ADDITION to the City of Tucson, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps, page 58;

Together with that certain strip adjoining said lot on the North and lying between the South boundary line of Broadway as now established and the North line of said Lot 5 in Block 12 and between the Northerly prolongation of the East and west boundary lines of said Lot 5 to their intersection with the South boundary line of Broadway as now established.

PARCEL 4:

Lot 1 in Block 12 of RIECKER'S ADDITION to the City of Tucson, according to the plat of record in the office of the County Recorder of Pima County, Arizona, recorded in Book 3 of Maps, page 58;

Together with that certain parcel of land lying immediately North of the North line of said Lot 1 and South of the Southerly line of Broadway, as established by Ordinance No. 747 of the Mayor and Council of said City of Tucson, and bounded on the East and West by the Northerly prolongation of the East and West lines of Lot 1.

PARCEL 5:

Lot 1 in Block 43 of UNIVERSITY HEIGHTS, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorders Office in Book 3 of Maps at page 102;

EXCEPT that portion as now established as Broadway Street; and

EXCEPT that portion as conveyed to the State of Arizona in Docket 8831 at page 624. PARCEL 6:

All that part of Lot 2 in Block 43 of UNIVERSITY HEIGHTS, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorders Office in Book 3 of Maps at page 102 immediately North of and adjacent to the Parcel as described in Docket 5440 at page 655.

PARCEL 7:

Former Alley immediately North of and adjacent to Lot 2 in Block 43 of UNIVERSITY HEIGHTS, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorders Office in Book 3 of Maps at page 102.

PARCEL 8:

Lot 11 in Block 12 of RIECKER'S ADDITION, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, page 58.

PARCEL 9:

Lot 12 and all of that portion of Lot 13 in Block 12 of RIECKER'S ADDITION, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps, page 58 thereof more particularly described as follows:

Beginning at the Southwest corner of said Lot 13;

Thence North 00° 25' 06" West, along the West line of said Lot 13, a distance of 183.00 feet to the Northwest corner thereof;

Thence North 89° 35' 00" East, along the North line of said Lot 13, a distance of 1.00 feet; Thence South 01° 59' 00" East, 183.07 feet to a point on the South line of said Lot 13; Thence South 89° 35' 00" West, 6.00 feet to the True Point of Beginning.

EXHIBIT B – SAMPLE SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars (\$10.00), and other valuable considerations, the undersigned, the CITY OF TUCSON, a municipal corporation, Grantor, does hereby grant unto _____

_____, grantee, a fee simple interest and title in the following described property situate in Pima County, Arizona:

See Attached EXHIBIT "A"

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

Grantor warrants the title against all acts of Grantor herein and none other.

Subject to all provisions, conditions, easements, restrictions, covenants, encumbrances and other matters of record, and to all zoning, building or other laws or ordinances and to any matters which would be shown by an accurate survey or inspection of the property.

This deed is given pursuant to Ordinance No. _____ of the Ordinances of the Mayor and Council of the City of Tucson, Arizona.

The foregoing provisions and reservations shall be a burden running with the land and are binding upon the heirs, executors, administrators, successors and assigns of the Grantee.

DATED this _____ day of _____, 20_____.

CITY OF TUCSON, a municipal corporation

By: _____
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

Principal Assistant City Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of
, 20_____, by _____, as Mayor, and _____
_____ as City Clerk of the City of Tucson, a municipal corporation, as the Act of
said municipal corporation.

NOTARY PUBLIC

EXHIBIT C - NOTIFICATION OF EXCLUSIVE REPRESENTATION

The Offeror named below hereby notifies the City of Tucson and CBRE, Inc. that it has engaged

_____ (insert name and office of unaffiliated third party licensed real estate brokerage in the State of Arizona) as its sole exclusive representative in regard to the Offer submitted by Offeror.

Name of Offeror

Date

Authorized Signature