

# OFFER TO PURCHASE

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

RP # 2947

Tucson Unified School District No.1 of Pima County, Arizona, hereinafter called the "Buyer(s)", hereby offers and agrees to purchase from the CITY OF TUCSON, a municipal corporation, hereinafter called the "City", at the price and subject to the terms, conditions and covenants herein stated, the following described property:

See Attached EXHIBIT "A"

SUBJECT TO all provisions, conditions, easements, rights-of-way, restrictions, 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.

Buyer may request City to allow Buyer to assign all of Buyer's rights and obligations under this agreement to any other person or entity acceptable to City prior to closing. City retains the right to reject any such request for any reason.

The purchase price shall be two hundred sixty-nine thousand nine hundred twenty-four and 43/100 DOLLARS (\$ 269,924.43 ) which includes the deposit tendered with this offer.

The Buyer(s) hereby tenders as a deposit the sum of thirteen thousand four hundred ninety-six and 22/100 DOLLARS (\$ 13,496.22 ), representing the minimum five percent (5%) of the gross amount of the offer on the following conditions:

The balance of the purchase price in the amount of two hundred fifty-six thousand four hundred twenty-eight and 21/100 DOLLARS (\$ 256,428.21 ) shall be in cash at closing.

The closing date shall be within thirty (30) days from date of acceptance of this offer by Mayor and Council or thirty (30) days after the expiration of any contingency period expressly set forth herein, during which time this offer remains binding and irrevocable. If the Buyer(s) fail to perform their obligations as set forth herein on or prior to the date set forth for such performance, the deposit tendered with this offer shall be forfeited to the City.

The sale proposed by this offer is subject to preliminary approval by the City Manager, and to the final approval of the Mayor and Council. The City reserves the right to reject any and all offers, without penalty, either at the City Manager or Mayor and Council level of authority.

Forty-five (45) days from the date hereof are hereby given to the City to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Mayor of the City of Tucson and delivered to the Buyer(s) within ten (10) business days following the date of acceptance, unless this transaction shall be closed within that period of time. If this offer is not accepted, the amount of the deposit tendered in cash with this offer will be returned to the Buyer(s) with reasonable promptness.

The escrow closing agent shall be Kim Moss Stewart Title & Trust of Tucson.

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The City shall provide standard form of title insurance policy in the amount of the purchase price. If Buyer(s) require(s) an extended ALTA title policy, Buyer(s) shall pay for cost of an ALTA survey and all costs exceeding standard form of title insurance policy.

Title insurance policy shall be issued by Stewart Title Agency. 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 the ALTA survey.

If any real estate agent, broker, or salesperson shall claim any commission to be due as a result of this transaction, then such commission, if properly due, shall be paid by Buyer(s), who shall save the CITY harmless from any and all such claims.

Buyer(s) agrees that any relocation, modification, etc. of existing utilities and/or public improvements necessitated by this transaction shall be at no expense to the public. The Buyer(s) understand(s) and acknowledge(s) that the utility locations and/or dimensions shown herein and by any map or brochure are based on information believed to be reliable, however, the City does not guarantee or warrant this information. Building and occupancy permits are subject to availability of water/sewer capacity at time of actual application.

To the best of the City's knowledge, without independent investigation or inquiry for purposes of this transaction, no contamination exists on the subject property at the time of sale which would constitute a threat to environmental or human health or safety, which is in violation of applicable state, federal, or local environmental laws, regulations or standards, or which could have a material adverse effect on the ownership or operation of the subject property subsequent to Closing. The City's knowledge of the condition of the subject property is based upon a review of the readily ascertainable history of uses and occupancies on the subject property and upon visual inspection of the surface of the property by Buyer(s), and is not based on any formal, full-scale environmental audit performed either by in-house experts or by outside environmental consultants. Except as specifically set forth in this instrument, the City has not made, nor authorized anyone to make, any warranty or representation about the present or future physical or environmental condition of the subject property and no such representation or warranty shall be implied.

Buyer(s) expressly acknowledges that no such warranty or representation has been made and that Grantee is not relying upon any warranty or representation whatsoever, except as may be expressly set forth in this instrument. Buyer(s) acknowledges and agrees that, having been given the opportunity to inspect the property, Grantee is relying solely upon its own investigation of the property and not on any information provided or to be provided by the City. Buyer(s) further acknowledges that any information provided or to be provided by or on behalf of the City with respect to the property was obtained from a variety of sources, and that the City has not made any independent investigation or verification of such information, and makes no representations or warranties as to the accuracy or completeness of such information. Buyer(s) further acknowledges that, to the maximum extent allowed by law, the sale of the subject property is made in an "as is" condition and with all faults.

Buyer(s) shall accept the subject property "as is" and in its condition on the date of the Closing, subject only to the express provisions, if any, of this instrument. Buyer(s), for and on behalf of itself, and its heirs, successors, and/or assigns, hereby releases and agrees to hold harmless the 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 the 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.

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Transfer of property shall be by City of Tucson form of Quit Claim Deed. Possession of the property shall be given to Buyer(s) upon recording of the Deed.

All terms, covenants, conditions and provisions herein contained shall survive closing of title and recording of the Deed and shall also 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.

This instrument contains the entire agreement between the City and the Buyer(s). 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 \_\_\_\_\_, 20\_\_\_\_\_.

Tucson Unified School District No. 1 of Pima County, Arizona

BY: \_\_\_\_\_

AS: \_\_\_\_\_

\_\_\_\_\_  
BUYER(S) SIGNATURE

1 ACCEPTANCE

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

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6 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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9 CITY OF TUCSON, a municipal corporation

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12 By \_\_\_\_\_

13 MAYOR

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15 ATTEST:

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17 By \_\_\_\_\_

18 City Clerk

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21 APPROVED AS TO FORM:

22 APPROVED AS TO CONTENT:

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24 By \_\_\_\_\_ / /

25 Damian Fellows  
26 Principal Assistant City Attorney

27 Date

28 By \_\_\_\_\_ / /

29 Daryl Cole  
30 Director Department of Transportation

31 Date

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34 CONCUR:

By \_\_\_\_\_ / /

James A. Rossi  
Real Estate Division Administrator

Date