



Contract Number: CF-PW-12\*1913-01  
 Effective Date: 5-8-12  
 Term Date: 1-16-17  
 Cost:   
 Revenue:   
 Total:  NTE: \_\_\_\_\_  
 Action  
 Renewal By: \_\_\_\_\_  
 Term: 1-10-17  
 Reviewed by: \_\_\_\_\_

MAY 03 12 PM 02:21 POC QX OF ID

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: May 8, 2012 Addendum

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

First Amendment to Purchase Agreement for the purchase of property owned by Landmark Title Assurance Agency of Arizona, LLC an Arizona limited liability company under Trust 18276-T for \$700,700.00 Original Purchase Agreement approved by Board of Supervisor on January 10, 2012. Amendment needed due to a change in legal description to provide County with permanent access to parcels and for the removal of HOA requirements for the County.

**Address or General Location:** Rita Ranch Commerce Center, N. of Old Vail Rd and .5 mile E. of South Rita Road.

**Tax Parcel Number:** 141-18-5570 thru 5630 and 5770 thru 5800 (11 parcels)

**Purchase Price:** \$700,700.00

**Terms:** Close of Escrow 120 days after BOS approval

**County's Appraised Value:** \$545,000.00

**Estimated Closing Costs:** \$7,700.00

**Size and Type of Property to be acquired:** 49.5 Acres of vacant industrial land

**Zoning:** I-1 (Light Industrial City of Tucson)

**STAFF RECOMMENDATION(S):**

It is recommended that the Pima County Board of Supervisors approve and the Chairman execute the First Amendment to the Purchase Agreement from Landmark Title Assurance Agency of Arizona LLC, an Arizona limited liability company under Trust 18276-T for \$700,700.00.

Procure Dept 05/03/12 PM 01:09

To: CHH- 5.3.12  
 COB- 5.3.12  
 Agenda - 5.8.12  
 Addendum (3)

PIMA COUNTY COST: \$ 0.00 and/or REVENUE TO PIMA COUNTY: \$ 0

FUNDING SOURCE(S): OSDM12

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

YES  NO

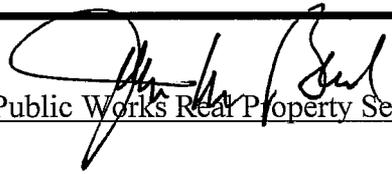
Board of Supervisors District:

1  2  3  4  5  All

IMPACT:

*IF APPROVED: County will purchase Davis-Monthan Open Space for Pima County.*

*IF DENIED: County will not purchase Davis-Monthan Open Space for Pima County.*

DEPARTMENT NAME:  Public Works Real Property Services

CONTACT PERSON: Bill Satterly TELEPHONE NO.: (520)740-6318

|   |   |
|---|---|
| <b>PIMA COUNTY DEPARTMENT OF:<br/>REAL PROPERTY SERVICES</b>  | <b>CONTRACT</b>   |
| <b>PROJECT: Acquisition of Vacant Land</b>  | NO. <i>(T. PW-1700000060000000/9/3</i>  |
| <b>SELLER: Landmark Title Assurance Agency of<br/>Arizona LLC, an Arizona limited liability<br/>company under Trust 18276-T</b> | AMENDMENT NO. <u>01</u>   |
| <b>SOURCE OF FUNDS: DM Bond Funds</b>   | This number must appear on all<br>invoices, correspondence and<br>documents pertaining to this<br>contract. |
| <b>AMOUNT: Maximum \$700,700.00<br/>including closing costs</b>   |   |

**FIRST AMENDMENT TO PURCHASE AGREEMENT**

1. **Parties.** This First Amendment to Purchase Agreement (the "**Amendment**") is made between PIMA COUNTY, a political taxing subdivision of the State of Arizona ("**County**" or "**Buyer**"); and Landmark Title Assurance Agency of Arizona LLC, an Arizona limited liability company under Trust 18276-T (the "**Seller**"). County and Seller are collectively referred to herein as the "**Parties**"; and individually as a "**Party**."

2. **Background and Purpose.** The Parties acknowledge that the following statements are true and correct:

2.1. The Parties entered into a purchase agreement dated Jan 10, 2012 (the "**Purchase Agreement**") for the sale by Seller to Buyer of certain real property consisting of Lots 41 through 47, inclusive and lots 61 through 64, inclusive of Rita Ranch Commerce Center (the "**Property**").

2.2. The Parties desire to modify the terms of the Purchase Agreement as provided in this Amendment. It is the intent of the Parties that the strip of land between the above-referenced lots and identified on the plat as a road, and the strip of

|   |                           |                                |                           |
|---|---------------------------|--------------------------------|---------------------------|
| <b>EXEMPTION: A.R.S. § 11-1134.A.3.</b> |                           | Board of Supervisors Approval: |                           |
| Agent: BS                               | File: 10,093-915 thru 925 | Activity #:<br>CPR.OSDM12      | P [X] De [ ] Do [ ] E [ ] |

land that provides access to Old Vail Road, shall be included as part of the Property.

3. **The Property.** The Parties agree that **Exhibit A** and **Exhibit A-1** of the Purchase Agreement shall be deleted, and for purposes of the Purchase Agreement the Property shall mean the real property described on **Exhibit A-Amended** and depicted on **Exhibit A-1-Amended**, together with all improvements located thereon, and all wells, water rights and mineral rights associated with said parcel, if any, including any and all Type 2 Water Rights, if any.

4. **Conditions to Closing.** Section 8.5 titled "Deliveries by Seller at Closing" is hereby amended to add that Seller shall deliver to Buyer through escrow at Closing the following:

8.5.4. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Rita Ranch Commerce Center in the form of **Exhibit D** attached hereto.

8.5.5. Release of Assurance in the form of **Exhibit E** attached hereto.

5. **Exhibits.** Section 15 of the Purchase Agreement is hereby amended to provide that the following Exhibits are fully incorporated into the Purchase Agreement as if set forth at length. To the extent that any Exhibits to this Purchase Agreement or to any of the Exhibits hereto are not available at the execution hereof, they shall be added by the Parties prior to Closing and shall be in form and substance reasonably satisfactory to the Parties.

|                                   |  |
|-----------------------------------|--|
| <u><b>Exhibit A-Amended</b></u>   | <b>Legal Description of Property</b>   |
| <u><b>Exhibit A-1-Amended</b></u> | <b>Depiction Map Showing Property</b>  |
| <u><b>Exhibit B</b></u>           | <b>Permitted Exceptions</b>  |
| <u><b>Exhibit C</b></u>           | <b>Form of Special Warranty Deed for Property</b>  |
| <u><b>Exhibit D</b></u>           | <b>Form of Fourth Amendment to Declaration of Covenants, Conditions and Restrictions</b> |
| <u><b>Exhibit E</b></u>           | <b>Form of Release of Assurance</b>  |

|                                  |                          |                                |                           |
|----------------------------------|--------------------------|--------------------------------|---------------------------|
| EXEMPTION: A.R.S. § 11-1134.A.3. |                          | Board of Supervisors Approval: |                           |
| Agent: BS                        | File:10,093-915 thru 925 | Activity #:<br>CPR.OSDM12      | P [X] De [ ] Do [ ] E [ ] |

6. **REMAINING TERMS UNCHANGED.** Except as modified as provided in this Amendment, all of the terms and conditions of the Purchase Agreement shall remain in full force and effect.

7. **EFFECTIVE DATE.** This Amendment shall be effective as of the date it is executed by Buyer and Seller.

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment as of the dates set forth below.

**BUYER: PIMA COUNTY:**

  
\_\_\_\_\_  
Chairman, Board of Supervisors

MAY 08 2012  
Date

ATTEST:

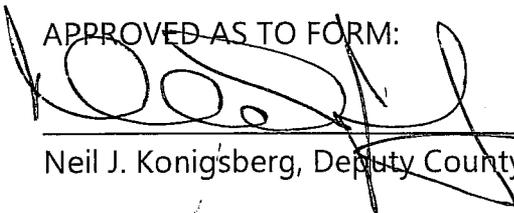
  
\_\_\_\_\_  
Robin Brigode, Clerk of Board of Directors

MAY 08 2012  
Date

APPROVED AS TO CONTENT:

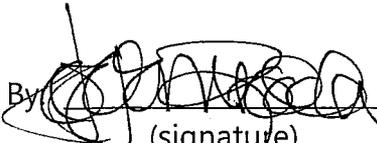
  
\_\_\_\_\_  
John Bernal, Deputy County Administrator Public Works

APPROVED AS TO FORM:

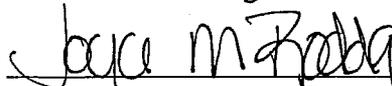
  
\_\_\_\_\_  
Neil J. Konigsberg, Deputy County Attorney, Civil Division

|                                  |                          |                                |                           |
|----------------------------------|--------------------------|--------------------------------|---------------------------|
| EXEMPTION: A.R.S. § 11-1134.A.3. |                          | Board of Supervisors Approval: |                           |
| Agent: BS                        | File:10,093-915 thru 925 | Activity #:<br>CPR.OSDM12      | P [X] De [ ] Do [ ] E [ ] |

**SELLER: Landmark Title Assurance Agency of Arizona LLC, an Arizona limited liability company under Trust 18276-T**

By:  \_\_\_\_\_  
(signature)

Date: 4/18/12

 \_\_\_\_\_  
(printed name)

Its: Trust Officer

|                                  |                           |                                |  |
|----------------------------------|---------------------------|--------------------------------|--|
| EXEMPTION: A.R.S. § 11-1134.A.3. |                           | Board of Supervisors Approval: |  |
| Agent: BS                        | File: 10,093-915 thru 925 | Activity #:<br>CPR.OSDM12      | P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/> |



## Exhibit A-Amended

### LEGAL DESCRIPTION

**LOTS 41 THROUGH 47 AND LOTS 61 THROUGH 64 OF RITA RANCH COMMERCE CENTER, A SUBDIVISION OF PIMA COUNTY, ARIZONA, ACCORDING TO THE PLAT RECORDED IN BOOK 49 OF MAPS AND PLATS AT PAGE 34, RECORDS OF THE PIMA COUNTY RECORDER, BEING WITHIN SECTIONS 26 AND 27 OF TOWNSHIP 15 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN.**

**TOGETHER WITH A PORTION OF COMMON AREA "A" (PRECISION AVENUE AND RITA COMMERCE DRIVE) OF SAID RITA RANCH COMMERCE CENTER, BOUNDED AS FOLLOWS:**

**ON THE SOUTHWEST BY THE NORTHERLY RIGHT OF WAY LINE OF OLD VAIL ROAD AS SHOWN ON SAID PLAT OF RITA RANCH COMMERCE CENTER;**

**AND ON THE EAST BY A LINE BETWEEN THE MOST SOUTHERLY CORNER OF SAID LOT 61 AND THE MOST EASTERLY CORNER OF SAID LOT 47.**

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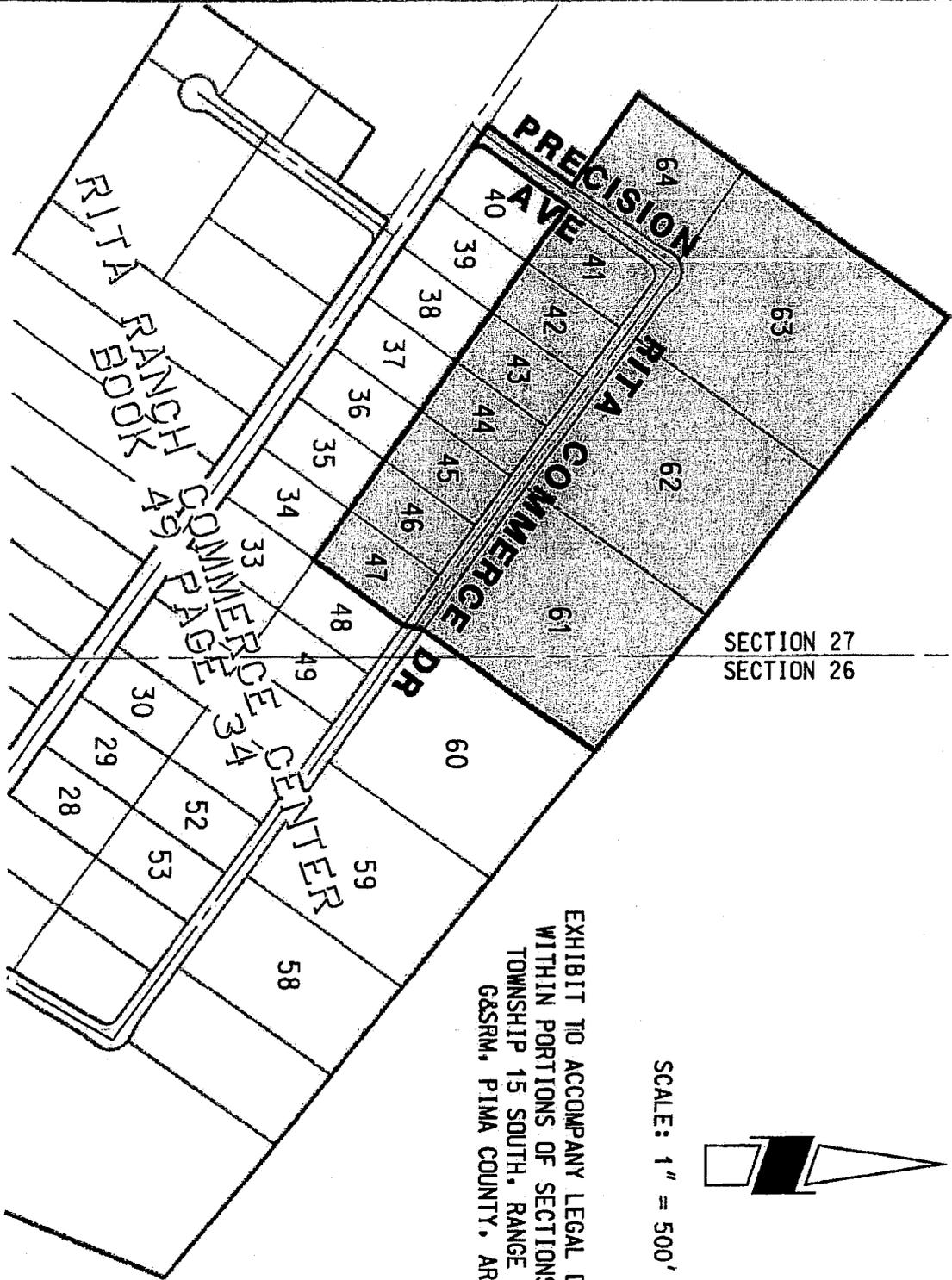


# Exhibit A-1 - Amended

© 2012 Rick Engineering Company

**RICK**  
ENGINEERING COMPANY

3945 EAST FORT LOWELL ROAD - SUITE 111  
TUCSON, AZ 85712  
520.795.1000  
(FAX) 520.322.6956



SECTION 27  
SECTION 26

SCALE: 1" = 500'



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
WITHIN PORTIONS OF SECTIONS 26 & 27,  
TOWNSHIP 15 SOUTH, RANGE 15 EAST,  
G&SRM, PIMA COUNTY, ARIZONA



**First American Title**

Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule BII

File No.: -06170738

## Exhibit "B"

### EXCEPTIONS

1 of 3

Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office that issued this commitment.

1. RESERVATIONS contained in the Patent from the United States of America recorded in Book 154 of Deeds at page 265, reading as follows:

RESERVED from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States of America. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862)

2. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien payable but not yet due for the following year:

Second half of 2010

3. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year: 2011

4. EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS as shown on the plat recorded in Book 49 of Maps, page 34, as affected by releases recorded in Docket 11389 at page 211, Docket 11429 at pages 2518, 2520 and 2522, in Docket 11362 at page 1234, in Docket 11392 at page 1, in Docket 11394 at page 1543 in Docket 11470 at page 2069 and in Docket 11427 at page 1702, and in Docket 11544 at pages 2652, 2653 and 2654.

5. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

|                    |      |
|--------------------|------|
| Recorded in Docket | 7434 |
| Page               | 775  |

Assignment of Declarant's Rights recorded in:  
 Docket 10209 at page 1773, re-recorded in Docket 10253 at page 2103  
 Docket 10253 at page 2097 and 2100  
 Docket 13031 at page 5103, re-recorded in Docket 13063 at page 7666

**SCHEDULE BII**  
(Continued)

**Exhibit "B"**

2 of 3

6. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, and EASEMENTS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:
- |                    |             |
|--------------------|-------------|
| Recorded in Docket | 7435        |
| Page               | 674         |
| Amended in Docket  | 8247        |
| Pages              | 685 et seq. |
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, and EASEMENTS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:
- |                    |       |
|--------------------|-------|
| Recorded in Docket | 10491 |
| Page               | 1636  |
| Amended in Docket  | 11404 |
| Page               | 2229  |
| Amended in Docket  | 11534 |
| Page               | 579   |
8. EASEMENT and rights incident thereto, as set forth in instrument:
- |                               |           |
|-------------------------------|-----------|
| Recorded in Book 190 of Deeds |           |
| Page                          | 544       |
| Purpose                       | pipelines |
9. EASEMENT and rights incident thereto, as set forth in instrument:
- |                    |         |
|--------------------|---------|
| Recorded in Docket | 7846    |
| Page               | 391     |
| Purpose            | utility |
10. EASEMENT and rights incident thereto, as set forth in instrument:
- |                    |  |
|--------------------|--|
| Recorded in Docket | 13112  |
| Page               | 314  |
| Purpose            | electric facilities and communication facilities |
11. AGREEMENT to Construct Subdivision Improvements recorded in Docket 10496 at page 685
12. EASEMENT and rights incident thereto, as set forth in instrument:
- |                       |           |
|-----------------------|-----------|
| Recorded in Docket    | 13153     |
| Page                  | 1097      |
| Re-recorded in Docket | 13220     |
| Page                  | 463       |
| Purpose               | utilities |
13. EASEMENT and rights incident thereto, as set forth in instrument:
- |         |   |
|---------|---|
| Docket  | 13305                                   |
| Page    | 2300                                    |
| Purpose | sewer lines, manholes and appurtenances |

**SCHEDULE BII**  
(Continued)

**Exhibit "B"**

3 of 3

14. MATTERS SHOWN ON SURVEY:

Recorded in Book 60 of Records of Survey  
Page 68





Exhibit "A"

**LEGAL DESCRIPTION**

**LOTS 41 THROUGH 47 AND LOTS 61 THROUGH 64 OF RITA RANCH COMMERCE CENTER, A SUBDIVISION OF PIMA COUNTY, ARIZONA, ACCORDING TO THE PLAT RECORDED IN BOOK 49 OF MAPS AND PLATS AT PAGE 34, RECORDS OF THE PIMA COUNTY RECORDER, BEING WITHIN SECTIONS 26 AND 27 OF TOWNSHIP 15 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN.**

**TOGETHER WITH A PORTION OF COMMON AREA "A" (PRECISION AVENUE AND RITA COMMERCE DRIVE) OF SAID RITA RANCH COMMERCE CENTER, BOUNDED AS FOLLOWS:**

**ON THE SOUTHWEST BY THE NORTHERLY RIGHT OF WAY LINE OF OLD VAIL ROAD AS SHOWN ON SAID PLAT OF RITA RANCH COMMERCE CENTER;**

**AND ON THE EAST BY A LINE BETWEEN THE MOST SOUTHERLY CORNER OF SAID LOT 61 AND THE MOST EASTERLY CORNER OF SAID LOT 47.**

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EXHIBIT D  
TO FIRST AMENDMENT TO PURCHASE AGREEMENT

When recorded, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RITA RANCH COMMERCE CENTER**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Rita Ranch Commerce Center (the "Fourth Amendment") is made as of the date hereinafter set forth by Lawyers Title of Arizona, Inc., an Arizona corporation, as Trustee under Trust No. 7799-T (the "Declarant").

RECITALS

A. Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Rita Ranch Commerce Center dated January 29, 1997, recorded February 27, 1997 at Docket 10491, Page 1636, *et seq.*, Official Records of Pima County, Arizona (the "Original Declaration").

B. The Original Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Rita Ranch Commerce Center, executed and recorded October 16, 2000 in Docket 11404, Page 2229, *et seq.*, Official Records of Pima County, Arizona (the "First Amendment"), by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Rita Ranch Commerce Center dated as of April 13, 2001, recorded April 24, 2001 in Docket 11534, Page 579, *et seq.*, Official Records of Pima County, Arizona (the "Second Amendment"), and by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Rita Ranch Commerce Center dated September 26, 2008 and recorded December 29, 2008 in Docket 13463, Page 1927, *et seq.*, Official Records of Pima County, Arizona (the "Third Amendment").

C. The Original Declaration, the First Amendment, the Second Amendment and the Third Amendment are hereinafter referred to collectively as the "Declaration."





Exhibit "A"

**LEGAL DESCRIPTION**

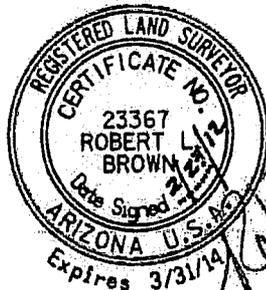
**LOTS 41 THROUGH 47 AND LOTS 61 THROUGH 64 OF RITA RANCH COMMERCE CENTER, A SUBDIVISION OF PIMA COUNTY, ARIZONA, ACCORDING TO THE PLAT RECORDED IN BOOK 49 OF MAPS AND PLATS AT PAGE 34, RECORDS OF THE PIMA COUNTY RECORDER, BEING WITHIN SECTIONS 26 AND 27 OF TOWNSHIP 15 SOUTH, RANGE 15 EAST OF THE GILA AND SALT RIVER MERIDIAN.**

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**AND ON THE EAST BY A LINE BETWEEN THE MOST SOUTHERLY CORNER OF SAID LOT 61 AND THE MOST EASTERLY CORNER OF SAID LOT 47.**

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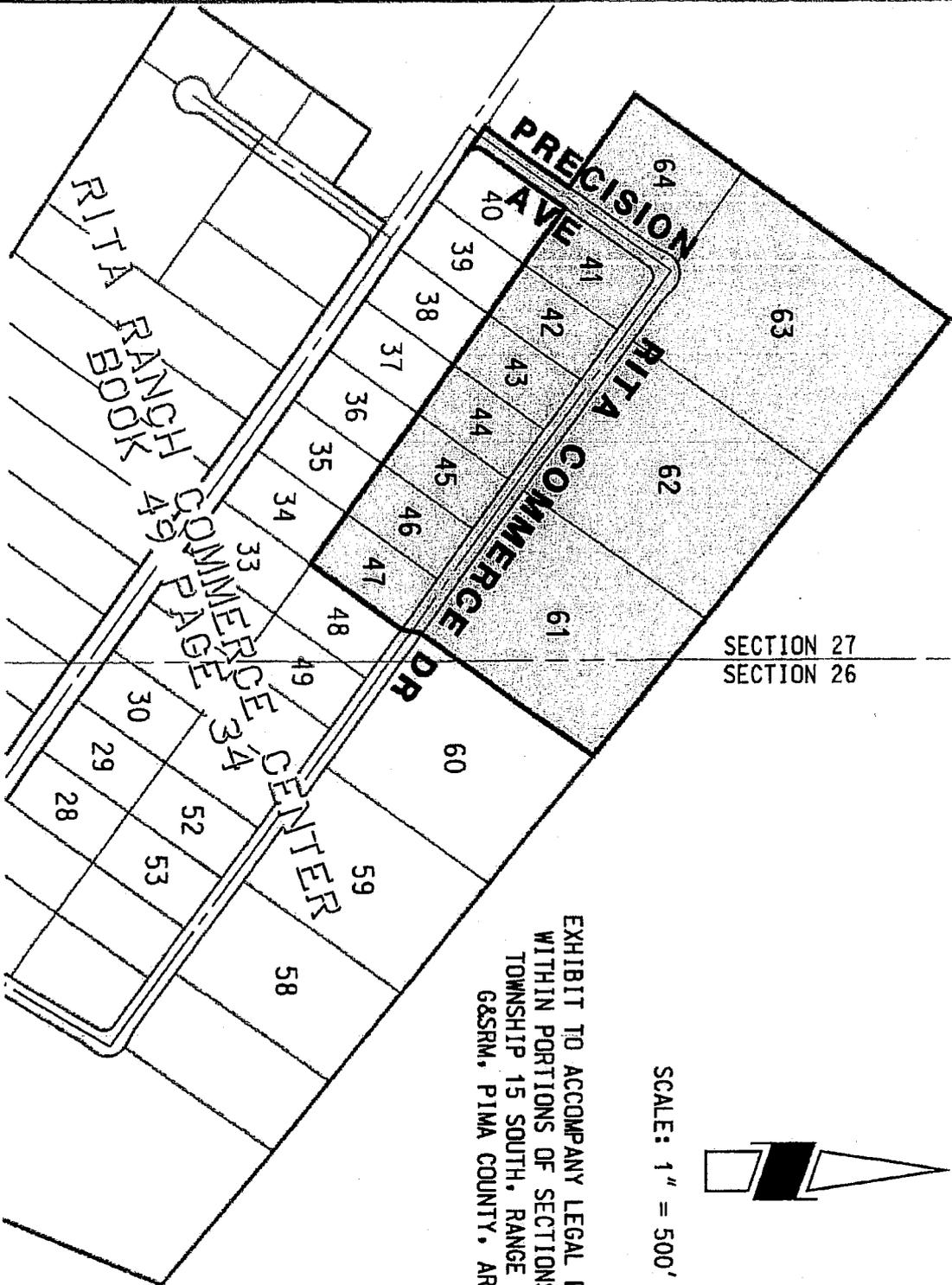


**Exhibit B**

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**RICK**  
ENGINEERING COMPANY

3945 EAST FORT LOWELL ROAD - SUITE 111  
TUCSON, AZ 85712  
520.795.1000  
(FAX) 520.322.6956



SECTION 27  
SECTION 26



SCALE: 1" = 500'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
WITHIN PORTIONS OF SECTIONS 26 & 27,  
TOWNSHIP 15 SOUTH, RANGE 15 EAST,  
G&SRM, PIMA COUNTY, ARIZONA

# Exhibit E



## REAL PROPERTY SERVICES

201 N. Stone Avenue, Sixth Floor, Tucson, Arizona 85701-1215

(520) 740-6313 FAX (520) 740-6763

---

April 4, 2012

Attention: James P. Vogelsberg, P.E.

Reference: Partial Release of Subdivision Assurance  
C12-95-33 Rita Ranch commerce Center  
Maps & Plats BK 49 at PG. 34  
Trust No. 18276-T, Sequence number 20111930696

To Be Release: Lot(s), 41-47 and 61-64

Dear: James Vogelsberg

In reference to the Lots to be released noted above and your letter dated 3/6/2012 to Joyce Rodda with Lawyer's Title Agency of Arizona it stated that the City Engineer has determined that the improvements required in connection with the subject portion of the Subdivision have been satisfactorily completed according to the terms of the agreement.

It is understood that this is a standard letter used for release, but the County would like confirmation from the City that the improvements were not completed for Lot(s) 41-47 and 61-64 instead of stating the improvements were satisfactorily completed. The County would like to avoid any possible confusion in the future and to have a release from the City that states the improvements per the assurance agreement do not have to be completed and the County will not be required at a future date to install the improvements.

Your signature will provide the necessary confirmation.

James P. Vogelsberg, P.E.  
City Engineer

Sincerely,

Bill Satterly  
Real Property Services  
Enclosures