

NOTICE OF INTENT TO SELL PARKING LOT FOR DEVELOPMENT

In accordance with its authority under A.R.S. §§48-4203 and – 4204, the "Board" of Directors of the Rio Nuevo Multipurpose Facilities District ("District") has received an "Unsolicited Offer" for the purchase and development of the parking lot at the corner of Church and Council which bears the assessor's parcel number 117-10-072B and consists of approximately 15,089 square feet ("Subject Parcel"). The general location of the Subject Parcel is outlined in red on the attached aerial photograph and more specifically described in the attached vesting deed.

The Unsolicited Offer is to acquire the Subject Parcel "AS IS, WHERE IS" with no contingencies for \$500,000 payable in immediately available funds no later than Friday February 19, 2021. The Unsolicited Offer contemplates improving the Subject Parcel with retail and residential units.

The Board is inviting "Alternative Offers" from interested parties which will be evaluated by the Board's Executive Officers who will make the ultimate decision on which offer to accept if any. The Alternative Offers should include at least (1) the amount the offeror is willing to pay for the Subject Parcel, (2) the conditions for such payment (if any), (3) the date upon which such payment will be made and (4) the offeror's intended use of and/or improvement of the Subject Parcel. To be considered, an Alternative Offer must be delivered to the Board's Administrative Director Brandi Haga-Blackman no later than 5 PM on Friday, February 19, 2021. Ms. Haga-Blackman's physical address is 1703 E. Broadway, Tucson, AZ 85719. Her email address is brandihb@rionuevo-tucson.org.

Unless otherwise indicated therein, all Alternative Offers shall be irrevocable and shall be subject to the foregoing terms.



Imagery ©2021 Google, Map data ©2021, Map data ©2021 Google 20 ft

EXHIBIT "A"

PARCEL I

All that part of Lot 7 in Block 174 of the City of Tucson, Pima County, Arizona, according to the official Survey, field notes and map of said City as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson on June 26, 1872 a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 70 thereof, described as follows:

Beginning at the Southeast corner of said Lot 7;
Thence Westerly along the South line of said lot, a distance of 122.8 feet, more or less, to a point distant 62 feet Easterly of the Southwest corner of said Lot 7;
Thence North, a distance of 66 feet to a point;
Thence Easterly and parallel with the South line of said Lot 7, to a point which is 60 feet West from the East line of said lot;
Thence Northerly and parallel with the East line of said lot, a distance of 50 feet to a point;
Thence Easterly 60 feet to a point in the East line of said lot;
Thence Southerly along the East line of said lot, a distance of 116 feet to the place of beginning.

Except any portion of the above described property conveyed by the City of Tucson by that certain Deed recorded on November 29, 2007 in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 13191 at Page 3603.

Parcel II

All that part of Lot 7 in Block 174 of the City of Tucson, Pima County, Arizona, according to the official Survey, field notes and map of said City as made and executed by S. W. Foreman and approved and adopted by the Mayor and Common Council of said City (then Village) of Tucson on June 26, 1872 a certified copy of which map is of record in the office of the County Recorder of Pima County, Arizona, in Book 3 of Maps and Plats at Page 70 thereof, described as follows:

Commencing at the Southwest corner of said Block 174, which point is also the Southwest corner of Lot 7 in Block 174 of the City of Tucson;
Thence East along the South boundary line of said Block, a distance of 62 feet to a point;
Thence North and parallel with the East line of said block, a distance of 66 feet, more or less, to a point on the South boundary line of the adjoining property owned by Sadie Perry;
Thence West along the South boundary line of said Perry property, a distance of 79.5 feet to a point on the West line of Block 174;
Thence south 67.5 feet, more or less, to the Southwest corner of said Block the Point of Beginning.

Except any portion of the above described property conveyed by the City of Tucson by that certain Deed recorded on November 29, 2007 in the Office of the Pima County Recorder, Pima County, Arizona, in Docket 13191 at Page 3603.

Exhibit B

**CITY OF TUCSON
EXTENDED OCCUPANCY AGREEMENT**

The City of Tucson, a municipal corporation, hereinafter referred to as LESSOR, authorizes US Parking Systems, Inc, an Arizona corporation hereinafter referred to as LESSEE, to occupy the Subject Property located at the Northeast Corner of Council Street and North Church Avenue, known as Parcel 10-567 by the Arizona Department of Transportation records, and including Pima County Tax ID #'s 117-10-0720, 0730, and 0740.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Term of the Agreement

That the term of this Agreement shall continue for a period of one month, commencing February 1, 2004 through February 29, 2004 and each successive month thereafter. Either party may terminate this Extended Occupancy Agreement by sending a written notice of such action at least thirty (30) days prior to the intended effective date of cancellation. However, LESSOR may only effect termination under this Section of the Agreement in the event LESSOR has definite and immediate plans to construct either a structured parking garage facility, or a mixed-use commercial and/or residential project on the property;

2. Rental Rate

That the rental is established at \$1,395.00 per month, plus all applicable governmental use taxes currently estimated at \$27.90 (or 2% of the monthly total) for a total monthly payment of \$1,422.90. The rent will become due and payable commencing February 1, 2004 and all subsequent payments are due and payable monthly, in advance, on the first day of each successive calendar month thereafter, and will be by check or cashier's check payable to the City of Tucson and mailed or delivered to LESSOR. This rental rate is subject to an increase of 3% (three percent) on the annual anniversary date of the lease (February 1). LESSOR agrees to notify LESSEE in writing by certified mail thirty (30) days prior to the effective date of any adjustment in the rental rate. Upon termination, LESSOR will refund without interest, the unused portion of any prepaid rent. Prorated rents are calculated on a 30-day basis. LESSEE shall be in default under this Agreement if rent is not paid by the seventh day of the month;

3. Use of Subject Property

That the Subject Property is for the sole use of LESSEE, and shall only be used for the purpose of a surface parking lot. LESSEE shall make no alteration, addition or improvement or demolition without first obtaining written permission from the LESSOR. LESSEE also agrees to use Subject Property without creating or causing to be created, nuisances or hazards to the public health or safety and also not to use or permit any use of Subject Property for any illegal or immoral purposes and to comply with all State laws or local ordinances concerning Subject Property and the use thereof. LESSEE agrees that use of Subject Property shall be conducted in such manner so as to insure the quiet enjoyment of the neighboring properties;

4. Improvements to Subject Property

That if LESSEE desires to construct improvements on the Subject Property, LESSEE shall first submit a request in writing to LESSOR. LESSEE must have written permission from LESSOR prior to the start of any construction. All construction approved by LESSOR must be completed by a licensed and bonded contractor. On or before termination of this Extended Occupancy Agreement, LESSEE at LESSEE's expense, shall remove any and all improvements placed on the parcel by LESSEE. If removal of improvements impairs the

security or structural integrity of the Subject Property, LESSEE, at LESSEE's expense, shall be responsible for replacing or repairing any damage caused by such removal prior to termination of this Agreement. Should it be the LESSEE's desire to allow improvements to remain on the leased Subject Property and the LESSOR does not object to improvements remaining on the leased Subject Property, the improvements shall become the sole and separate property of the LESSOR at no cost to LESSOR;

5. Repairs to Subject Property – NA -- No buildings
6. Maintenance of Subject Property
That LESSEE will keep Subject Property in a neat, clean and orderly condition at all times during occupancy, including the watering, weeding and trimming of shrubs, trees, lawns, planters, and other landscaped areas; will not permit debris to accumulate at any time; and will not commit to, suffer or permit any waste of Subject Property or any acts to be committed in violation of any laws or ordinances;
7. Mechanics Liens
That LESSEE shall keep the Subject Property free from any liens arising from work performed, materials furnished or obligations incurred by LESSEE and shall indemnify, hold harmless and defend LESSOR from any liens and encumbrances or legal liability arising from any work performed or materials furnished by or at the direction of LESSEE. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to LESSOR by LESSEE;
8. Untenantable Subject Property Due to Damage
That in the event the Subject Property is partially damaged or totally destroyed by flood, accident or acts of God, or deemed to be dangerous or uninhabitable by a qualified governmental agency, the LESSOR shall have the option to repair/restore Subject Property or terminate this Agreement by delivering written Notice of Immediate Termination to LESSEE. If this Agreement is terminated, LESSEE shall be entitled to the proration of the unused monthly rent. If any portion of the Subject Property is rendered untenantable by damage, LESSOR shall reduce the rental rate proportionately until repairs have been completed, and should LESSOR decide to effect such repairs, all repairs will be completed in a timely manner;
9. Right of Entry by LESSOR
That LESSEE acknowledges the LESSOR's needs and requirements may necessitate surveys, engineering studies, or safety inspections to be made from time to time. Therefore LESSOR specifically reserve a right of entry to the occupied Subject Property, provided LESSEE is given 48 hours advance notice, and all inspections occur during LESSEE's normal business hours, for such purposes as shall be required by LESSOR;
10. Inspections by LESSOR
That LESSOR reserves the right to inspect the Subject Property periodically during LESSEE's normal business hours to determine the general condition and upkeep of the Subject Property. LESSOR will give LESSEE not less than a two-day notice of such inspection. LESSEE will not unreasonably withhold permission for such inspection. In the event of an emergency, LESSOR may enter the Subject Property without notice solely to deal with an emergency;
11. Liability of LESSOR
That this Agreement is made upon the express condition that LESSOR does not protect or insure against loss of personal property or improvements owned by LESSEE. LESSEE waives the right to claim damages from LESSOR for any damage resulting to Subject Property in the event damaged or destroyed by fire or any other cause which is not the direct result of gross negligence of LESSOR. Further, LESSEE shall indemnify, defend,

and hold harmless LESSOR, or any of its departments, agencies, boards, commissions, agents, or employees from all costs and damages to any person arising out of any injuries or losses caused by LESSEE, its agents or employees, licensees or invitees willful or negligent act during occupancy of the Subject Property;

12. Insurance

- a. LESSEE agrees to obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this contract. LESSEE will provide satisfactory certificates of the required coverage to LESSOR. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- b. The Comprehensive General Liability Insurance policy will include the City as additionally insured with respect to liability arising out of the performance of this Contract. LESSEE agrees that the insurance required hereunder would be primary and that any insurance carried by the City will be excess and not contributing.
- c. Provide and maintain commercial general liability insurance with minimum insurance limits as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workman's Compensation	Statute
Employer's Liability	\$300,000 per occurrence
Comprehensive General Liability Insurance, including	\$1,000,000 Bodily Injury
1. Products & Completed Operations	Combines Single Limit
2. Blanket Contractual	\$100,000 Property Damage

13. Utilities

That all utilities including but not limited to electric, water, gas, trash collection, telephone and television and computer cable shall be in the name of and paid by LESSEE;

14. Prior Leases & Agreements

That in the event there is any prior or existing lease or rental agreement covering the Subject Property, this Agreement shall cancel and terminate prior lease or rental agreement as of the effective date of this Agreement;

15. Assignment of Agreement by LESSEE

That LESSEE shall not assign his/her interest herein. LESSEE shall not sublease the aforesaid Subject Property or permit the same to be used by an entity, person or firm;

15a. Subject Property Residents- NA - No buildings.

16. Nondiscrimination Regulations

That the LESSEE shall use the Subject Property in compliance with all the nondiscrimination provisions found in Chapter 17 of the Tucson Code. Also, LESSEE shall use the Subject Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation and as the Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate this Agreement and to re-enter and repossess the land and dwelling thereon, and hold the same as if Agreement had never been made or issued;

17. Default by LESSEE

In the event of default of by LESSEE, LESSOR shall have all remedies as provided by law. Unless otherwise provided by statute, LESSOR or LESSEE will pay to the prevailing

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party, court costs and attorney's fees in a reasonable sum in any legal action brought forth;

18. Return of Subject Property to LESSOR

That upon vacating, LESSEE agrees to leave the Subject Property in as good a condition or better than existed on the first day of occupancy, allowing for ordinary and normal usage during occupancy, and to reimburse LESSOR for any damage done to Subject Property caused by LESSEE's occupation or tenancy, other than due to normal use. Nothing herein shall be deemed a waiver of any rights to LESSOR to demand and obtain possession of Subject Property in accordance with the law in the event of a violation on part of LESSEE of any of the terms or conditions hereof,

19. Addenda

That any addenda to this Agreement are by this reference made a part hereof as though fully set forth herein;

20. Environmental Waste Indemnification by LESSEE

That LESSEE shall indemnify and hold harmless LESSOR, its employees, and agents from and against any and all loss, damage, and expense (including, but not limited to, reasonable investigation, legal fees, and expenses) including, but not limited to, any claim or action for injury, liability, or damage to persons or Subject Property, and any and all claims or actions brought by any person, firm governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of, or adverse effects on the environment, or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment, or order of any government or judicial entity, and from and against any damages, liabilities, costs and penalties assessed as a result of any activity or operation on the leased area during the term of this Agreement caused by Lessee. LESSEE's obligations and liabilities under this paragraph shall continue so long as LESSOR bears any liability or responsibility under the Environmental Laws for any action that occurred on the leased area during the term of this Agreement. LESSEE's failure to abide by the terms of this paragraph shall be restrainable by injunction;

21. Addresses of LESSOR and LESSEE

That any notices to or demand upon either party hereto by the other pursuant to this Extended Occupancy Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered mail, postage prepaid, addressed as follows:

To LESSOR at: Rio Nuevo Office
52 West Congress
Tucson, AZ 85701

To LESSEE at: 2876 E Shuman Rd
Phoenix AZ 85016

With Copy to: City of Tucson
Real Estate Division
P O. Box 27210
Tucson, AZ 85726-7210

or elsewhere, as either party may from time to time designate by written notice to the other

Dated this 30 day of January, 2014.

Leon W. Wood

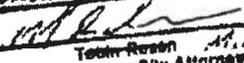
By
As: Pres. U.S. Parking System

County of Maricopa District Court Case # COT - 10 567 doc

For. LESSEE

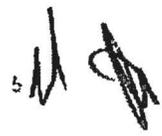
Accepted this 1st day of April, 2008.


By. John Updike
As Real Estate Administrator
For City of Tucson (LESSOR)

Approved as to form
January 20, 2004

Tom Rosen
Principal Asst. City Attorney

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