

Pima County Real Property Services PROJECT: La Cholla: Overton Road to Tangerine Road SELLER: Amphitheater School District No. 10 AMOUNT: \$2,489.00 (includes 2nd year TCE if needed)	
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**ACQUISITION AGREEMENT FOR FEE TAKE;
TEMPORARY CONSTRUCTION EASEMENT;
RIGHT OF ENTRY**

1. **Defined Terms.** The following terms will be used as defined terms in this Acquisition Agreement and have the meaning set forth below ("**Agreement**");

1.1. Seller: Amphitheater School District No. 10 of Pima County, Arizona, a political subdivision of the State of Arizona

1.2. Buyer: Pima County, a political subdivision of the State of Arizona

1.3. Purchase Price: the sum of Two Thousand Three Hundred Dollars (\$2,300.00)

1.4. Buyer's Maximum Costs: the sum of (i) Buyer's share of Closing Costs, (ii) Buyer's share of Prorations, and (iii) TCE Rent, which combined shall not exceed One Hundred Eighty Nine Dollars (\$ 189.00)

1.5. Title Company: Title Security Agency, LLC.

1.6. Effective Date: the date Seller and Buyer have approved and accepted this Agreement by affixing their signatures. The date Buyer executes this Agreement is the date this Agreement is signed by Buyer's Procurement Director.

1.7. Fee Property: the real property described and depicted in **Exhibit A**, together with all improvements thereon and all water rights associated with the

Property, if any.

1.8. Temporary Construction Easement Area: the area within the parcel of real property depicted in **Exhibit B**.

1.9. Temporary Construction Easement Term: the Temporary Construction Easement ("**TCE**") *commences* upon the earlier of (i) the construction start date, or two years from execution of the TCE, and *terminates* upon the earlier of (i) 12 months after its effective date; or (ii) the completion of construction of the project, except that Buyer may extend the TCE for up to 12 additional months provided that Buyer pays Seller \$15.70 per month (the "**TCE Rent**") for each month or portion thereof during which Buyer utilizes the TCE beyond the initial period.

1.10. Removed Exceptions for the Fee Property: items none on **Exhibit C**

1.11. Seller's Address: James S. Burns, Amphitheater School District No. 10, 701 W. Wetmore Road, Tucson, AZ 85705-1547

1.12. Buyer's Address: Manager, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: neil.konigsberg@pima.gov

2. **Parties; Effective Date**. This Agreement is entered into between Seller and Buyer, and shall be effective on the Effective Date. Seller and Buyer are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Purchase of Fee Property; TCE; Right of Entry; Driveways**. In lieu of exercising Buyer's power of eminent domain, Buyer agrees to acquire from Seller, and Seller agrees to convey to Buyer, in consideration of the Purchase Price, the following real property interests:

3.1. Seller's fee interest in the Fee Property;

3.2. A TCE in the form of **Exhibit E**, granting to Buyer a TCE over the Temporary Easement Area for the Temporary Easement Term, which Seller will execute and deposit into escrow upon execution of this Agreement.

3.3. The right for Buyer, its agents and contractors, to enter upon the Fee Property and the Temporary Easement Area, as applicable (the "**ROE**") prior to closing

to inspect the Fee Property and to conduct other non-ground-disturbing activities, provided that such activities do not unduly disturb Seller's use of the Fee Property.

3.4. The right, if necessary, to adjust driveway grades on the Fee Property and the Temporary Easement Area as applicable to match the grade of County improvements.

4. **Seller's Warranties**

4.1. Leases. Seller warrants that there are no oral or written leases on all or any portion of the Fee Property and the Temporary Easement Area.

4.2. Wells and Water Rights. Seller warrants the following concerning wells and/or water rights associated with the Fee Property:

 X NO, there are no wells on or water rights associated with the Fee Property.

4.3. Underground Improvements. Seller warrants the following concerning the location of septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, or other underground improvements on the Fee Property:

 X NO, there are no septic tanks, septic or leach fields, alternative waste disposal systems, private irrigation lines, and/or other underground improvements on the Fee Property.

5. **Closing Costs and Prorations.**

5.1. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

5.1.1. All escrow fees and recording fees, if any, shall be paid by Buyer.

5.1.2. Buyer will pay a reasonable fee for any necessary Releases.

5.1.3. Buyer will pay a reasonable fee for other Closing Costs related to the Closing.

5.2. Prorations. Property taxes, rents, and annual payment of assessments with interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing. If Seller's entire owned parcel is larger than the Fee Property, then the proration of taxes will be for the portion of taxes assessed against Seller's entire parcel which is attributable to the Fee Property.

5.3. Buyer's Total Costs. Buyer's total costs at Closing shall not exceed Buyer's Maximum Cost, provided, however, that Buyer may unilaterally increase Buyer's Maximum Cost by written notice from Buyer to Seller prior to Closing.

6. **Escrow and Title.**

6.1. Escrow. This Agreement will constitute escrow instructions in connection with the escrow established with Title Company under this Agreement (the "**Escrow**").

6.2. Title Commitment. Escrow Agent will distribute to the Parties a Commitment for Standard Owner's Title Insurance (the "**Commitment**") together with complete and legible copies of all documents which will remain as exceptions to Buyer's policy of title insurance.

6.3. Amended Commitment. In the event Title Company should issue an Amended Commitment for Title Insurance which discloses an exception(s) not previously disclosed, Buyer shall have fifteen (15) days after the receipt of the Amended Commitment and the new Exceptions (the "**Disapproval Period**") within which to notify Seller and the Escrow Agent in writing of Buyer's disapproval of any new exceptions shown thereon (the "**Disapproval Notice**"). In the event of such disapproval, Seller shall have ten (10) days from receipt of the Disapproval Notice in which to notify Buyer in writing whether Seller intends to eliminate each of the disapproved Exceptions prior to the Closing (the "**Notice Period**"). If Seller fails to notify Buyer of its intent with respect to the disapproved items within that time or if Seller elects not to cure all disapproved items, Buyer may terminate this Agreement and the Escrow will be canceled. If the Amended Commitment is issued less than fifteen (15) days prior to the date of the Closing, then the date of the Closing is extended until the end of the Disapproval Period and the Notice Period, if applicable.

6.4. Title Policy is Condition to Closing. Buyer's obligation to Close is contingent upon Title Company being prepared to issue a Standard Owner's Title

Insurance Policy for the Fee Property, in the amount of the Purchase Price, subject only to the exceptions on **Exhibit C** other than the Removed Exceptions, and the standard printed exceptions in the policy; provided, however, that notwithstanding **Exhibit C**, all monetary liens and encumbrances on the Fee Property will be removed before Closing, unless this Agreement expressly provides for the prorating of any such lien or encumbrance.

7. Closing.

7.1. Closing Date. The Closing of the sale of the Fee Property and Temporary Construction Easement to Buyer (the "**Closing**") will take place at a location agreed on by the Pima County Real Property Agent and Seller on or before one hundred twenty (120) days after the Effective Date, provided however, that Buyer may extend the Closing until thirty (30) days after receipt of all necessary releases or consents from Lienholders. Notwithstanding the foregoing, this Agreement will terminate if closing has not occurred within five (5) years after execution by Buyer, unless Buyer obtains approval by the Pima County Board of Supervisors to extend the Closing Date beyond said five (5) year period.

7.2. Deliveries by Buyer at Closing. At Closing, Buyer shall deliver to Seller the following:

7.2.1. The Purchase Price, which will be paid in full at Closing payable to Seller by Buyer's check; and

7.2.2. Such additional documents as Seller may reasonably require to effectuate the purchase.

7.3. Deliveries by Seller at Closing. At Closing, Seller deliver to Buyer the following:

7.3.1. An executed Warranty Deed in the form of **Exhibit D**, conveying fee simple title to the Fee Property;

7.3.1.1. An Temporary Construction Easement in the form of **Exhibit E**,

7.3.2. Such additional documents as Buyer may reasonably require to effectuate the Purchase.

7.4. Delivery of Possession. Seller shall deliver possession of the Fee Property to Buyer at Closing.

7.5. Security Interests. Monies payable under this Agreement may be due holders (the "Lienholders") of certain notes secured by mortgages or deeds of trust, up to and including the total amount of unpaid principal, interest and penalty on the notes, if any, and will, upon demand by the Lienholders, be paid to the Lienholders. Seller shall obtain from the Lienholders releases for any fee transfer, and consents for any transfer of an easement for the Fee Property.

8. **Seller's Covenants.**

8.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Seller represents that as of closing there will be no personal property located on the Fee Property.

8.2. No Salvage. Seller shall not salvage or remove any fixtures, improvements, or vegetation from the Fee Property, but this does not prohibit Seller from removing personal property prior to the Closing. In addition, prior to Closing, the Fee Property will not be materially degraded or otherwise materially changed in any aspect by Seller.

8.3. Risk of Loss for Damage to Improvements. Seller bears the risk of loss or damage to the Fee Property prior to Closing. After Closing, the risk of loss or damage to the Fee Property rests with Buyer.

8.4. Government Approvals. Seller shall obtain all government approvals required to close the sale of the Fee Property, if any.

8.5. Use of Fee Property by Seller. Seller shall, prior to the Closing, use the Fee Property on a basis substantially comparable to Seller's historical use thereof. Seller shall maintain the Fee Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Seller will be able to cause to be released before the Closing.

8.6. No Encumbrances. Seller shall not encumber the Fee Property with any lien that Seller will be unable to cause to be released before Closing, and Seller shall not be entitled to sell or exchange all or any portion of the Fee Property before Closing

without the prior written approval of Buyer; provided, however, that any such sale will be conditioned upon a written assumption by Buyer thereof of the obligations of Seller under this Agreement, and there will be no novation of Seller with respect to its obligations under this Agreement. From and after the Effective Date through the Closing, Seller will not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Fee Property. The recording of any such covenant, deed restriction, or other encumbrance, is a material breach of this Agreement and entitles Buyer to terminate this Agreement.

8.7. Reports. Seller shall make available to Buyer all documents relating to the Property that it has in its possession regarding the Property, including any and all surveys, information regarding wells and water rights, and environmental reports.

9. **Environmental.**

9.1. Environmental Representations. Buyer and Seller agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Fee Property, each party remaining responsible for its obligations as set forth by law. Seller represents and warrants that, to the best of Seller's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Fee Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Fee Property; that the Fee Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Fee Property.

9.2. Environmental Inspection Rights.

9.2.1. From and after the Effective Date, Seller shall permit Buyer to conduct such inspections of the Fee Property, as the Buyer deems necessary to determine the environmental condition of the Fee Property. If any environmental inspection recommends further testing or inspection, the Parties hereby agree to extend the date of Closing to at least thirty (30) days after the report for such additional testing or inspection is completed on behalf of Buyer, but not later than an additional one hundred eighty (180) day extension.

9.2.2. If any environmental inspection reveals the presence of

contamination or the need to conduct an environmental cleanup, Buyer shall provide written notice to Seller, prior to Closing, of any items disapproved by Buyer as a result of Buyer's inspection (the "**Objection Notice**"). If Buyer sends an Objection Notice, Seller may, within five (5) business days of receipt of the Objection Notice, notify Buyer if Seller is willing to cure any of the items to which Buyer objected (the "**Cure Notice**"). If Seller elects not to send Buyer a Cure Notice or if Seller's Cure Notice is not acceptable to Buyer, then Buyer may elect to terminate this Agreement, in which case the Agreement will be terminated and of no further force and effect.

10. **Broker's Commission.** No broker or finder has been used and Buyer owes no brokerage or finders fees related to this Agreement. Seller has sole responsibility to pay all brokerage or finders fees to any agent employed.

11. **Default, Remedies, and Conditions Precedent.** In the event either Party defaults under this Agreement, the other Party shall be entitled to pursue all rights and remedies available at law or in equity, including specific enforcement. To the extent a Party seeks damages, the recovery is limited to actual damages (including any losses or penalties suffered by Buyer as a result of any violation of federal arbitration provisions caused by a wrongful failure of Seller to perform). Neither Party is entitled to exemplary, punitive, special, indirect or consequential damages.

12. **Exhibits.** The following Exhibits are fully incorporated herein as if set forth at length. To the extent that any Exhibits to this Agreement are not available at the execution thereof, they will be added by the Parties prior to Closing and will be in form and substance reasonably satisfactory to the Parties.

<u>Exhibit A</u>	Description of Fee Property
<u>Exhibit B</u>	Temporary Easement Area
<u>Exhibit C</u>	Permitted Exceptions for Fee Property
<u>Exhibit D</u>	Form of Warranty Deed
<u>Exhibit E</u>	Form of Temporary Construction Easement

13. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

13.1. Notices.

13.1.1. *Writing.* All notices required or permitted to be given hereunder

must be in writing and mailed by first class, registered, certified or overnight mail, return receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Seller's address or Buyer's address.

13.1.2. Receipt. If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of seventy-two (72) hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

13.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

13.3. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

13.4. Interpretation. This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

13.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

13.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

13.7. Counterparts. This Agreement may be executed in counterparts, each of

which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

13.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

13.9. Binding Affect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

13.10. No Third Party Beneficiaries. This is not a third party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

13.11. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

13.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture, or authorizes any Party to act as agent for or representative of any other Party.

13.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

13.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

13.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Buyer is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to

the subject matter of the Agreement.

Seller's Approval and Acceptance:

Amphitheater School District No. 10 of Pima County, Arizona, a political subdivision of the State of Arizona

BY: _____

(printed name)

ITS: _____

Date: _____

[Rest of Page Intentionally Left Blank]

Buyer's Approval and Acceptance:

Pima County, a political subdivision of the State of Arizona

By: _____
Mary Jo Furphy, Procurement Director

Date: _____

Recommendations for Approval:

By: _____
Greg Foster, Acquisition Agent

By: _____
Neil J. Konigsberg, Manager, Real Property Services

Parcels: 224-11-037B & 224-11-038B



EXHIBIT A LEGAL DESCRIPTION

All that portion of the southeast quarter and northeast quarter of Section 4, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying entirely within Parcel A described in Docket 10146 at Page 902 and Parcel B described in Docket 10156 at Page 667 both at the Pima County Recorders Office.

Said portion being the South 45.00 feet of the East 75.00 feet of the southeast quarter of the northeast quarter of said Section 4, except the East 30.00 feet thereof, and the North 30.00 feet of the East 75.00 feet of the northeast quarter of the southeast quarter of said Section 4, except the East 30.00 feet thereof, being more particularly described as follows;

Commencing at the East quarter corner of said Section 4, said corner being a found 2 inch brass cap in concrete stamped "RLS 37400", from said East quarter corner a found 2 inch brass cap in concrete stamped "T13S R12E 4 3 9 10 RLS 37400" at the southeast corner of said Section 4 bears South 00°32'23" East, 2639.72 feet, note also that from the southeast corner of Section 4 a found 2-1/2 inch brass cap in concrete stamped "4 3 9 10 RLS 14145" not accepted as the southeast corner of Section 4 bears North 51°19'12" West, 0.55 feet, from the Point of Commencement a found 2 inch brass cap in hand hole in concrete stamped "RLS 19862" at the northeast closing corner of said Section 4 bears North 00°32'59" West, 2458.08 feet, said line being the Basis of Bearing for this description;

Thence North 00°32'59" West, 45.14 feet along the East line of the northeast quarter of said Section 4;

Thence South 89°27'01" West, 30.00 feet perpendicular with said East line to the West right-of-way of La Cholla Boulevard, formerly known as McCarty Road, according to Road Proceedings Number 193 at the Pima County Recorder's Office, said point being a found nail in concrete, said point also being the northeast corner of subject Parcel B and the Point of Beginning;

Thence South 89°43'14" West, 45.00 feet along the North boundary of subject Parcel B, said line being parallel with and 45.00 feet northerly of the South line of the northeast quarter of Section 4;

Thence South 00°32'59" East, 45.00 feet to said South line;

Thence South 00°32'23" East, 30.00 feet to the South boundary of subject Parcel A, said boundary being parallel with and 30.00 feet South of the said South line;

Thence North 89°43'14" East, 45.00 feet along said South boundary of Parcel A to the southeast corner of Parcel A and said West right-of-way;

Thence North 00°32'23" West, 30.00 feet along said West right-of-way to aforementioned South line;

Thence North 00°32'59" West, 45.00 feet along said West right-of-way to a found nail in concrete and the Point of Beginning.

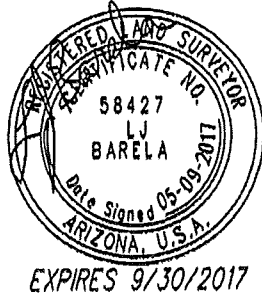
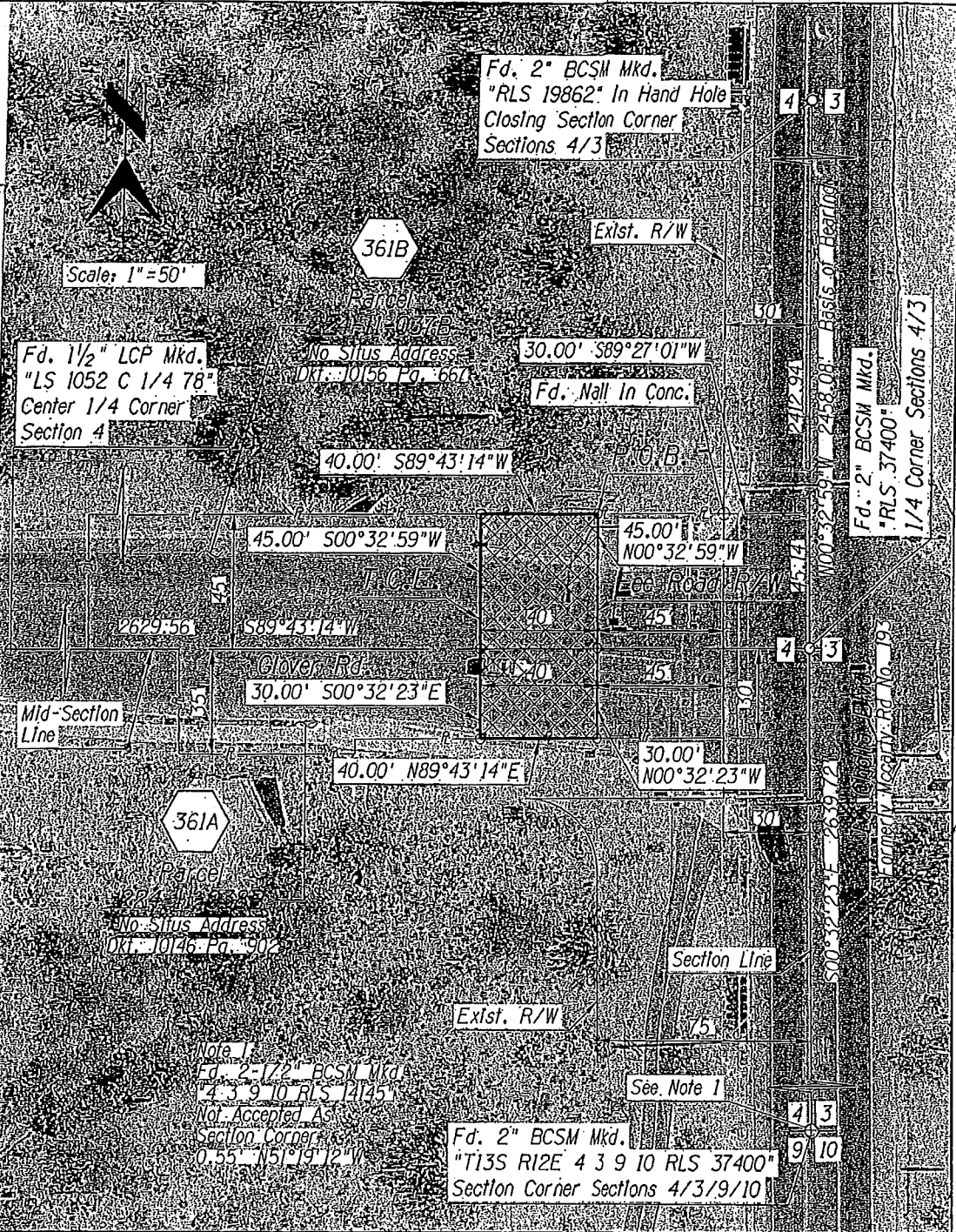


Exhibit B

PARCEL ID NO.	OWNERS NAME	GROSS AREA	AREA REQ'D	AREA REQ'D
224-11-037B	AMPHI SCHOOL DIST NO 10	57813 SF		1800 SF
224-11-038B	AMPHI SCHOOL DIST NO 10	5932 SF		1200 SF



Town of Oro Valley Department of Public Works



1 SOUTH CHURCH AVENUE, SUITE 625
TUCSON, AZ 85701-1612
(520) 584-3600

		Date
Designed	L. BARELA	5/9/17
Drawn	A. SCHAEFER	5/9/17
Checked	F. ABELL	5/9/17
Proj. Surv.	L. BARELA	5/9/17

DEPICTION OF EXHIBIT B
PORTION OF
NE 1/4 & SE 1/4 SEC. 4
T12S, R13E, G.&S.R.M.
PROJECT NO. OV 30-04/05-2
PAGE 1 OF 1

MAY 2017
PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING

PROJECT ID: 00000000270774
PROJECTWISE DIRECTORY: Town_of_

CLIENT NUMBER: 200171

CLIENT NUMBER-200771
H-L-Chella Overton V.S.O. Chella Overton V.S.O. CLO_BUYER L.Fred.L Records\CA0 Drawings\Parcel Map_Acquisitions\CDO-35548_#TCE_224-11-0379_0388_cshill.doc

PENTABLE: 270774_COTPHAL_PLOTOROR.TEL

Exhibit C

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

2016

2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records. This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.

3. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket 8935

Page 620

Purpose sewer lines and appurtenances

4. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket 11980

Page 2844

Purpose ingress, egress and utilities

END OF EXHIBIT C

Exhibit D

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

WARRANTY DEED

For valuable consideration, I (or we), _____ ("Grantors"), do/does hereby convey to Pima County, a political subdivision of the State of Arizona, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record.

And I or we do warrant the title against all persons whomsoever, subject only to matters above set forth.

Dated this _____ day of _____, 20____

Grantor

Page 1 of 2

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent:	File #:	Activity #:	P [] De [] Do [] E []

Exhibit D

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this _____ day of _____,
20____, by _____.

Notary Public

My Commission Expires:

Page 2 of 2

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel []
Agent:	File #:	Activity #:	P [] De [] Do [] E []

Exhibit E

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, _____, (the "Grantor"), grants unto **Pima County**, a political subdivision of the State of Arizona, (the "County"), an exclusive Temporary Construction Easement over and upon the real property described on the attached **Exhibit "A"** (the "Property") for construction activities associated with the La Cholla: Overton Road to Tangerine Road improvement project.

This Easement is subject to the following terms:

1. This Easement shall be effective, and the County shall have a right to utilize the Property as of the start of construction and shall terminate upon the earlier of (i) 12 months after its effective date; or (ii) the completion of construction of the project.
2. Upon the completion of construction activities on the Property, the County will remove all materials and supplies and leave the Property in a clean and graded condition.
3. Nothing herein contained shall be construed as granting title to the Property or as vesting in the County any right of entry to the Property after the termination of this Easement.
4. County shall indemnify, defend and hold harmless Grantor from any and all present or future claims, demands, and causes of action in law or equity caused by the negligent or intentionally wrongful acts of the officers, authorized agents and/or employees of County, in connection with the work done pursuant to this Easement. All contractors and subcontractors performing work on the Property pursuant to this Easement shall be insured and bonded. County shall request that Grantor be named as an additional insured on all such policies of insurance by such contractors and subcontractors, and shall further request that all such contractors and subcontractors agree to indemnify Grantor from any liability arising out of the acts or omissions of said contractors or subcontractors, pursuant to A.R.S. §34-226B. County agrees to provide Grantor with copies of all written archaeological, geotechnical, environmental or utility reports received by County as a result of work done pursuant to this Easement.

Exhibit E

Signed this ____ day of _____, 201____.

Amphitheater School District No. 10 of Pima County, Arizona, a political subdivision
of the State of Arizona

BY: _____

(printed name)

ITS: _____

Date: _____

STATE OF ARIZONA)

COUNTY OF PIMA)

This instrument was acknowledged before me this ____ day of _____,
20____, by _____ and _____.

Notary Public

My Commission Expires:

**PIMA COUNTY
SUMMARY STATEMENT OF JUST COMPENSATION**

4LCBOT

La Cholla: Overton Road to Tangerine Road

OWNER: Amphitheater School District No. 10, this statement accompanies our offer letter to purchase your property and shows the County's basis for the offer.

PROPERTY IDENTIFICATION

General location Glover Road and La Cholla

Address 2330 W. Glover Road

Summary legal description- Subdivision or S-T-R 4-12-13

SIZE OF THE PROPERTY

BEFORE ACQUISITION 37.45 acres

PROPERTY OR ESTATE TO BE PURCHASED

An "X" indicates the estate or interest:

 X Fee simple 3,375 square feet

 X Temporary construction easement 3,000 square feet

BASIS OF OFFER - ITEMIZED LIST OF COMPONENTS OF THE OFFER

The amount offered is the result of a review and analysis of an appraisal or nominal certification.

The offer is based on the following itemized list:

	Value Per Sq Ft	Total Value
Land, and general property improvements	\$ <u>0.6244</u>	\$ <u>2,107.00</u>
Temporary construction easement (Annual rent = fee X 10%; 3,000 sq/ft X \$ 0.6244 X .10 = \$187.42)	\$ <u>0.06244</u>	\$ <u>188.00</u>

TOTAL JUST COMPENSATION: **\$ 2,300.00**
 (\$2,107 + \$188 = \$2,236 rounded to \$2,300)

*Explanations of "cost-to-cure" items (to replace specific property improvements or appurtenance) The appraiser found no items resulting in any cure costs, as any improvements in the TCE area will be replaced by the Construction Contractor as part of the construction contract.

OWNER'S STATEMENT

We have received the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

Amphitheater School District No. 10

By: _____

Print Name

Title

Date: _____

