

SALES AGREEMENT

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and _____ (the "Buyer").

1. **Property and Acquisition Amount.** County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). Buyer agrees to acquire from County, and County agrees to convey to Buyer, subject to the terms and conditions set forth herein, fee title to the Property, for the sum of _____, plus an administrative fee of five thousand (\$5,000.00), for a total purchase price of _____ (the "Acquisition Amount"), payable as follows:
 - A. _____, in cash or a cashier's check made out to the Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow on the day this Agreement is executed by the County (the "Opening Date"). Escrow Agent is hereby instructed to deposit all such payments in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, all earnest money deposits in escrow shall be credited against the Acquisition Amount, and any interest earned on the earnest money deposits shall be paid to Buyer. If the escrow fails to close because of a default by County, then the earnest money and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to County.
 - B. The remainder of the Acquisition Amount will be paid to the County in cash at closing.
2. **Special Warranty Deed.** The County shall deposit into escrow a special warranty deed conveying to Buyer title to the Property, free and clear of all monetary liens and encumbrances (except property taxes not yet due and payable) but subject to all matters of record and matters that an inspection of the property would reveal.
3. **"As-Is" Sale.** Buyer accepts the Property and the improvements thereon, in an "as-is" condition, with no warranty from County of any kind whatsoever, express or implied, as to the condition thereof. County shall not be responsible for any damage to the improvements prior to close of escrow. Buyer acknowledges that the residences located on the Property have not been occupied for an extended period of time and are in need of repair.
4. **Disclosures and Requirements.**
 - A. **Uses; Zoning; CC&Rs.** The property is currently zoned for residential use, and is subject to a Declaration of Restrictions (the "Declaration"), recorded in Book 5952, at Page 600, and clarification in Docket 5959, Page 798, Pima County Records, restricting it to residential use.

- B. **Access/Driveways.** Buyer is advised that the Thornydale Road Improvement project will terminate the physical access to Lots 255 and 256. Buyer may be required as a condition of any future sale, to provide cross access to these lots from Lots 254 and 257. Such access may require the approval of the Pima County Department of Transportation.
- C. **Noise Mitigation.** The Property will be exposed to high roadway noise levels and noise mitigation is not Pima County's responsibility. Pima County shall record an Affidavit disclosing such condition, together with the access issues noted above, at close of escrow.
5. **Escrow Agent.** Fidelity National Title, located at 5151 East Broadway, Suite 185, is hereby appointed as the "Escrow Agent" for this transaction. Cydnee Bradford is the escrow agent assigned to this transaction.
6. **Possession and Closing.** Possession of the Property shall be given to the Buyer on the date of closing, subject to any holdover of the current tenants, as noted below. Closing shall be on before the date that is thirty (30) days after the date this Agreement is approved by the Board of Supervisors, unless extended by agreement of the parties.
7. **Leases.** There are written leases on two of the residential Properties, Lots 256 and 255. Upon approval of this Agreement by the Board of Supervisors, County will give the tenants a 30 day termination notice. County does not, however, warrant that the tenants will have vacated the Property prior to closing; therefore, the tenants may still be in possession of the Property at or after closing. If Buyer is forced to bring an action to have the tenants evicted from the property, this shall be at Buyer's expense.
8. **Broker's Commission.** County will pay a 2 ½ % broker commission, at closing, from the sales proceeds to Buyer's licensed Real Estate Broker, if Buyer utilized a licensed broker and the broker registered as required by the instructions to bidders, and accompanied Buyer to the auction.
9. **Closing Costs, Title Insurance, and Prorations.** Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by County. If Buyer wishes to obtain an owner's policy of title insurance, Buyer may do so at its own expense. The date of closing shall be used for proration of property taxes and similar costs.
10. **No Sale.** County shall not sell or encumber the Property before closing.
11. **Conflict of Interest.** This Agreement is subject to A.R.S. 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.

12. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties and no modification or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Buyer:

By: _____ Its: _____

By: _____ Its: _____

Date: _____

Recommended to the Board of Supervisors
For Approval:

By _____
Acquisition Agent

By _____
Manager, Real Property Services

Approved as to form:

By _____ Deputy County Administrator-Public Works
_____ Deputy County Attorney

Approved by Pima County.

Chairman, Pima County Board of Supervisors

Attest:

Clerk of the Board of Supervisors

SalesAgmntThornydaleLots.ab