

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
PURCHASE AGREEMENT AND RECEIPT FOR DEPOSIT**

Project No.: 010 MA 125 H6879 Date: _____, 2018 Sale No. L-C-051
Facility Site No. F.S. 1-80

Received from City of Goodyear, an Arizona municipal corporation, herein called Purchaser, a letter of intent to purchase the State's interest in the real property known as Facility Site No. 1-80; which contains approximately 4.09 acres of vacant land identified as Assessor Parcel Numbers 500-04-002U located at 14370 W. Van Buren St., Goodyear, Arizona 85338, Maricopa County, Arizona and as shown on Exhibit "A" attached hereto.

By: _____
Michael W. Craig, Property Manager

SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Purchaser agrees to purchase the State's interest in the above described real property for the full purchase price of Eight Hundred Ninety One Thousand Dollars (\$891,000.00) payable as follows:

\$ -0-	Initial deposit
<u>\$891,000.00</u>	Balance of full purchase price, payable at close of escrow.

PURCHASER HEREBY AGREES TO: Close escrow with Pioneer Title Agency, 14239 W. Bell Rd., Ste., #115, Surprise, Arizona 85374, Attn: Teresa Cossey, Escrow Officer, Direct Line: (623) 536-3120, Email: Teresa.Cossey@pioneertitleagency.com within 60 days from the date of the executed purchase agreement.

The property shall be conveyed by Special Warranty Deed to: City of Goodyear, an Arizona municipal corporation.

PURCHASER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.

PURCHASER: City of Goodyear, an Arizona municipal corporation
Address: P.O. Box 5100, 190 N. Litchfield Rd., Goodyear, AZ 85395
Telephone: (623) 882-7920 E-Mail: Deb.Gerdy@goodyearaz.gov

TERMS OF PURCHASE AGREEMENT AND DEPOSIT RECEIPT

- ESCROW FEES:** When purchase is accomplished through escrow proceedings, the buyer shall pay all escrow and collection fees.
- SALE CLOSING SCHEDULE:** Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.
- POSSESSION:** Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.
- FORFEITURE OF DEPOSIT:** In the event buyer withdraws its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyer forfeits its right to the property.
- NON-ASSIGNABILITY:** This Purchase Agreement and any escrow instructions arising therefrom are not assignable until the escrow has closed.
- ENVIRONMENTAL RELEASE:** Purchasers for the purchase of excess land must sign an Environmental Release form.
- DISCLAIMER OF WARRANTIES:** The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Purchaser herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of purchaser. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.

RELEASE
EXCESS LAND NO. L-C-051 / FACILITY SITE NO. 1-80

STATE OF ARIZONA)
) SS
County of Maricopa)

The State of Arizona, acting by and thru its Department of Transportation (Seller) and City of Goodyear, an Arizona municipal corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____, 2018 and concerning the real property described in Exhibit A together with any improvements thereon.

The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.

Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

Executed this _____ day of _____, 2018.

Purchaser: City of Goodyear, an Arizona municipal corporation

By _____

Its:

ATTEST:

Date

APPROVED AS TO FORM:

Date

STATE OF ARIZONA)
) SS.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by
XX, who acknowledged
that he executed this instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public in and for said County and State

My commission expires:

EXHIBIT "A"

The North 330.00 feet of the property that is described in the following **PROPERTY DESCRIPTION** located in the Southwest quarter (SW¼) of Section 4, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona;

PROPERTY DESCRIPTION: (Warranty Deed recorded in Document No. 92-0011166, Maricopa County Recorder)

A portion of the Southwest quarter (SW¼) of Section 4, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona, and more particularly described as follows:

Beginning at the Southeast corner of the Southwest quarter (SW¼) of said Section 4;

thence North 89°51'00" West, along the South line of said Southwest quarter (SW¼) a distance of 61.00 feet;

thence North 00°04'08" East, parallel with the East line of said Southwest quarter (SW¼) a distance of 55.00 feet to THE TRUE POINT OF BEGINNING of the herein described parcel;

thence North 89°51'00" West, parallel with and 55.00 feet North of the South line of said Southwest quarter (SW¼) a distance of 540.00 feet;

thence North 00°04'08" East, parallel with the East line of said Southwest quarter (SW¼) a distance of 806.67 feet;

thence South 89°51'00" East, parallel with the South line of said Southwest quarter (SW¼) a distance of 540.00 feet to a point 61 feet West of the East line of said Southwest quarter (SW¼);

thence South 00°04'08" West, parallel with and 61.00 feet West of the East line of said Southwest quarter (SW¼) a distance of 806.67 feet to the TRUE POINT OF BEGINNING.

178,200 square feet, more or less.

(continued)

PAGE 1

PROJECT: 010 MA 125 H6879

LOCATION: 143rd Avenue / Van Buren Street

PARCEL: L-C-051

Unassigned

Disposal

cg 11-28-2018

GRANTOR RESERVES unto the public and various utility companies, easements for existing utilities, if any, within the above described property, in accordance with Arizona Revised Statute 28-7210. Access to the existing utilities will be by way of what exists at the time of this conveyance and shall be the responsibility of the Grantee herein and of the public or utility companies to show where that access is located.

Conveyance of this property is per conditions contained in ARS 28-7095(B) and any amendments thereto.

The parcel of land described above is landlocked, having no means of access to or from any public way. By acceptance of this deed, the Grantee acknowledges awareness of the landlocked condition of this parcel prior to purchase and further acknowledges that it is the Grantee's expressed intention to acquire a landlocked parcel of land. The Grantor makes no warranty, covenant or assurance, expressed or implied, concerning the suitability or usability of this parcel of land for any purpose.

PAGE 2

PROJECT: 010 MA 125 H6879	LOCATION: 143 rd Avenue / Van Buren Street	PARCEL: L-C-051
Unassigned	Disposal	cg 11-28-2018