

## EXHIBIT 1

### REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("the Agreement") is made and entered into by SONNY GUTIERREZ (hereinafter referred to as "Buyer") and the CITY OF GOODYEAR, an Arizona Municipal Corporation (hereinafter referred to as "Seller"). The Effective Date of this Agreement is the date on which this Agreement is fully executed by all Parties hereto as indicated on the last date on the signature page of this Agreement. Buyer and Seller are sometimes referred to herein individually as "Party" and sometimes referred to herein collectively as the "Parties".

In consideration of the mutual promises of the Parties set forth in this Agreement, the receipt and sufficiency of which are acknowledged, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller in accordance with the following terms and subject to the conditions set forth below:

1. **Purchase Price.** The price to be paid by Buyer to Seller for the Property is \$200,000 (the "Purchase Price").

2. **Marketable Title.** Seller agrees to convey by Special Warranty Deed, in the form attached hereto as Exhibit B, the Property free and clear of all recorded liens, charges, reservations, encumbrances, and restrictions of any kind or character, except the Permitted Exceptions and except for claims, if any, of third parties based on adverse possession or prescriptive uses, of which Seller has no knowledge. The Permitted Exceptions referred to herein are limited to the following:

2.1. Those matters listed in the Title Commitment that appear as exceptions to title and that are not objected to by Buyer; and

2.2. Such acts or defects resulting from acts of Buyer or Buyer's agent; and

2.3. The exceptions normally contained in an Owner's Policy of Title Insurance.

3. **Escrow.** Within three (3) business days after the Goodyear City Council has approved this Agreement, the Parties hereby agree to establish an escrow with Teresa Cossey, Pioneer Title Agency, 14239 W. Bell Road, Ste. 115, Surprise, AZ 85374, email: [Teresa.cossey@pioneertitleagency.com](mailto:Teresa.cossey@pioneertitleagency.com), Telephone: 623-536-2120, ("Escrow Agent") for the purpose of facilitating the consummation of the transaction contemplated by this Agreement ("the Escrow").

3.1. **Opening of Escrow.** The Escrow shall be deemed opened after a fully executed Purchase Agreement is delivered to the Escrow Agent ("Opening of Escrow").

3.2. **Earnest Money.** Within three (3) business days of Opening of Escrow (as defined in Section 3.1 of this Agreement), Buyer shall deposit Five Thousand dollars (\$5,000.00) into Escrow (as defined in Section 3 of this Agreement) as ("Earnest Money") for this transaction. At the Closing (as defined in Section 5 of this Agreement), the Earnest Money shall be applied toward the Purchase Price.

3.3. **Deposit of Balance of Funds.** Buyer shall, by wire transfer or in the form of a certified bank or cashier's check, deposit with Escrow Office the balance of the Purchase Price on or before the Closing, for disbursement to Seller at Closing.

3.4. **Lien Release(s).** Seller shall, within ten (10) calendar days of Opening of Escrow, obtain executed lien releases from all persons and/or entities having a security interest in the Property and shall deposit such releases with Escrow Agent to be recorded upon Closing

3.5. **From Escrow Agent:** Within five (5) business days of the Opening of Escrow, Escrow Agent shall deliver to Buyer:

3.5.1. **Title Commitment.** A preliminary title report ("Title Commitment") issued by a title insurer acceptable to Buyer (the "Title Company") for a Standard Owner's Policy of Title Insurance in the amount of the Purchase Price, together with legible copies of all documents referred to therein. Escrow Agent shall give notice to Buyer and Seller of the date on which Escrow Agent delivers the Title Commitment to Buyer.

4. **Inspection Period.** Buyer has completed all desired inspections and Buyer accepts the property in its present ("AS IS") condition. Seller makes no warranty to Buyer, either express or implied, as to the condition of the property and Buyer agrees to accept the property in its current condition.

4.1. **Title Commitment Review.** Within five (5) business days following receipt of the Title Commitment, Buyer shall give Seller and Escrow Agent notice of any objections Buyer has to the condition of title to the Property as shown in the Title Commitment. In the event Buyer does not timely tender such written notice, Buyer shall be deemed to have approved of the condition of title and the Title Commitment. If Buyer timely gives such notice, Seller shall have three (3) business days following the Seller's receipt of such notice to give Buyer and Escrow Agent notice of Seller's election to cure the item(s) objected to by the Buyer. If Seller does not give such notice with respect to the objectionable item(s), Seller shall be deemed to be unwilling or unable to cure such objectionable item(s), and Buyer shall, within five (5) business days thereafter either waive such objection(s) and proceed to the Closing or terminate this Agreement by disapproving the Title Commitment. If Seller gives notice of Seller's intent to cure such objectionable item(s) and fails to do so within a timely manner as determined by Buyer in Buyer's sole discretion, Buyer shall notify Seller and Escrow Agent in writing that Buyer waives such objectionable item(s) and proceed to the Closing or terminate this Agreement by disapproving the Title Commitment.

4.2. **Amended Title Commitment.** In the event that the Title Commitment is subsequently amended ("Amended Title Commitment"), Escrow Agent shall deliver to Buyer and Seller the Amended Title Commitment, together with legible copies of any documents or instruments referred to therein. Escrow Agent shall give notice to Buyer and Seller of the date on which Escrow Agent delivers the Amended Title Commitment to Buyer. Within five (5) business days following receipt of the Amended Title Commitment, Buyer shall give Seller and Escrow Agent notice of any objections Buyer has to any new conditions of title to the Property as shown in the Amended Title Commitment that are not a result of Buyer's activities. If Buyer timely gives such notice, Seller shall have five (5) business days following the Seller's receipt of such notice to give Buyer and Escrow Agent notice of Seller's election to cure the item(s) objected to by the Buyer. If Seller does not give such notice with respect to the objectionable item(s), Seller shall be deemed to be unwilling or unable to cure such objectionable item(s), and Buyer shall, within five (5) business days thereafter either waive such objection(s) and proceed to the Closing or terminate this Agreement by disapproving the Amended Title Commitment. If Seller gives notice of Seller's intent to cure such objectionable item(s) and fails to do so within a timely manner as determined by Buyer in Buyer's sole discretion, Buyer shall notify Seller and Escrow Agent in writing that Buyer waives such objectionable item(s) and proceed to the Closing or terminate this Agreement by disapproving the Amended Title Commitment.

5. **Closing.** The Closing shall occur no later than twenty (20) days after approval of the Agreement by the Goodyear City Council. As used in the Agreement, the terms "Closing" or "Close of Escrow" shall refer to the later of the dates on which the Special Warranty Deed conveying the Property to Buyer are recorded through Escrow in the Official Records of Maricopa County, Arizona.

5.1. **Owner's Title Insurance Policy.** Buyer's obligation to Close is conditioned upon Escrow Agent's irrevocable commitment to issue (and to issue promptly upon the Closing) a Title Company's Owner's Policy of Title Insurance (the "Title Policy") in the name of Buyer and in a form acceptable to Buyer. If the Title Company is unwilling or unable to issue a Title Policy in a form acceptable to Buyer prior to the Closing date, the Closing date shall be automatically extended for fifteen (15) days to allow Seller or Buyer, as the case may be, to use its best efforts to cure the matter preventing the Title Company from issuing a Title Policy in a form acceptable to Buyer. If, the Title Company remains unable or unwilling to issue a Title Policy in a form acceptable to Buyer on or before the extended Closing date, then this Agreement and the Escrow shall terminate and be of no further force and effect without liability of either Party to the other; and all monies paid hereunder by Buyer to the Escrow Agent, including the Earnest Money, shall be returned to Buyer.

6. **Adjustments, Apportionments and Closing Expenses.**

6.1. **Real Estate Taxes.** The calculation of the real estate taxes shall be made as of midnight preceding the Closing and shall be based on the tax assessment and rate for the

fiscal year for which assessed, except that, if the Closing occurs before the tax assessment and rates are fixed, the calculation shall be made as of midnight preceding the Closing and shall be based on the tax assessment and rate for the prior year.

6.2. **Personal Property Taxes.** No later than the Closing, Seller shall have paid all personal property taxes, if any levied or assessed with respect to the Property covered by any personal property tax return filed or required to be filed by or on behalf of Seller prior to the Closing.

6.3. **Assessments and Real Estate Taxes.** No later than the Closing, Seller shall pay all assessments and improvements assessed prior to the Closing and shall pay the portion of real estate taxes apportioned pursuant to Section 6.1.

6.4. **Escrow Charges and Recording Fees.** Buyer and Seller shall each pay one-half of the escrow charges and recording fees.

6.5. **Standard Coverage Owner's Title Policy.** Seller shall pay for the standard coverage owner's title policy in the amount of the Purchase Price.

6.6. **Expenses.** Except as expressly provided herein, each Party to this Agreement shall pay his or its own costs and expenses related to the transaction contemplated herein.

7. **Representation and Warranties of Seller.** Seller represents and warrants to Buyer as follows, which representations and warranties shall survive the Closing and remain in full force and effect:

7.1. **Binding and Enforceability.** The individual and/or entity executing on behalf of the Seller is duly authorized to do so and, upon execution of this Agreement by said individual and/or entity and by Buyer, this Agreement shall be binding and enforceable against Seller in accordance with its terms.

7.2. **Authority to Perform.** Seller has full power and authority to enter into and perform this Agreement in accordance with its terms and that neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of any of the terms, conditions or provisions of, or constitutes a default under any judgment, decree, order, agreement or other instrument or document to which either Seller is a party or is subject.

7.3. **Ownership.** Seller warrants and represents that it is the sole fee simple owner of the Property and has all necessary authority to sell the Property; there are no other contracts for sale or options involving the Property; and no other party has any right, title or interest in the Property. Except as warranted and represented in the preceding sentence, the Property is being sold in an "as is" and "where is" condition.

7.4. **Litigation.** To Seller's knowledge, Seller is not a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise in, for or by any court or governmental board, commission, department or office arising from or relating to the Property or to the past or present operations and activities of Seller upon or relating to the Property.

7.5. **Governmental Restrictions.** To Seller's knowledge, Seller has not received, nor is it aware of any notifications, restrictions, or stipulations from the United States of America, the State of Arizona, Maricopa County, or any other governmental authority requiring any work to be done on the Property or threatening the use of the Property. To Seller's knowledge, there are no pending or threatened condemnation proceedings affecting any portion of the Property.

7.6. **Seller's Knowledge.** As used in this Agreement, "Seller's knowledge" shall mean, and be limited to, the actual knowledge of Seller and its general partner(s), without duty to investigate or inquire, and shall not include constructive or imputed knowledge resulting from, or by way of, public records or Seller's agents.

8. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows, which representations and warranties shall survive the Closing and remain in full force and effect:

8.1. **Binding and Enforceability.** The individual executing on behalf of the Buyer is duly authorized to do so and, upon execution of this Agreement by said individual and by Seller, this Agreement shall be binding and enforceable against Buyer in accordance with its terms.

8.2. **Authority to Perform.** Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms and that neither the execution of this Agreement nor the consummation of the transaction provided for herein constitutes, or will result in, any breach of any of the terms, conditions or provisions of, or constitutes a default under any judgment, decree, order, agreement or other instrument or document to which either Buyer is a party or is subject.

8.3. **Compliance with A.R.S. § 38-511.** Buyer gives notice to Seller that A.R.S. §38-511 provides that Buyer may, within three years after its execution, cancel this Agreement without penalty or further obligation made by Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Buyer is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the Seller in any capacity or a consultant to the Seller with respect to the subject matter of the Agreement.

8.3.1. As of the date of execution of this Agreement, Buyer is unaware of any person (without a duty of inquiry or investigation) significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Buyer, who is an employee or agent of Seller in any capacity or a consultant to Seller with regard to the subject matter of this Agreement that would permit the exercise by Buyer of those remedies set forth in A.R.S. §38-511. Notwithstanding anything contained herein to the contrary, if during the course of this Agreement becomes aware or has reason to suspect that circumstances exist that would afford Buyer the right to elect its remedies under A.R.S. §38-511, Buyer shall notify Seller in writing of such circumstances.

9. **Mutual Representation and Indemnification – Commissions.** Each of the Parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agents' commissions in connection with this Agreement. Seller and Buyer each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with Seller or Buyer, respectively. The terms of this Section 9 shall survive the expiration or termination of this Agreement.

10. **Conditions to Buyer's Obligations.** Buyer's obligation to Seller to consummate the transaction are subject to the following conditions:

10.1. **Correctness of Representations and Warranties.** The representations, warranties and covenants of Seller set forth herein shall be true on and as of the Closing with the same force and effect as if the representations, warranties and covenants had been made on and as of the Closing.

10.2. **Title Insurance.** Buyer's obligation to Close is conditioned upon Escrow Agent's irrevocable commitment to issue (and to issue promptly upon the Closing) a Title Company's Owner's Policy of Title Insurance (the "Title Policy") in the name of Buyer and in a form acceptable to Buyer as set forth more fully in Section 5.1.

11. **Conditions to Seller's Obligations.** Seller's obligation to consummate the transaction is subject to the following conditions:

11.1. **Correctness of Representations and Warranties.** The representations, warranties and covenants of Buyer set forth herein shall be true on and as of the Closing with the same force and effect as if the representations, warranties and covenants had been made on and as of the Closing.

12. **Waiver of Conditions.** Either Party hereto may in writing waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other Party from the performance of any of its other obligations under this Agreement

unless otherwise provided herein or in such written waiver. Failure of any Party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach of the same or any other covenant or condition of this Agreement.

13. **Survival of Representations and Warranties.** Except as otherwise provided in this Agreement, each and all of the representations, warranties, covenants and agreements set forth in this Agreement, or in any exhibit hereto, or in any bill of sale, assignment or any other instrument or document to be delivered pursuant to this Agreement shall survive the Closing and the delivery of Seller's transfer documents conveying the Property.

14. **Risk of Loss.**

14.1. **Destruction or Damage Prior to Closing.** The risk of loss or damage to the Property by fire or other casualty, or liability to third persons, or its taking by eminent domain prior to Closing, is assumed by the Seller. Upon the happening of any material loss, damage or taking prior to the Closing, Buyer shall, within thirty (30) days of Buyer's knowledge thereof, be entitled to terminate this Agreement by giving written notice thereof to Seller and Escrow Agent within said period. If Buyer does not terminate this Agreement, Buyer shall be entitled to any insurance monies collectible for such loss or damage, or the award of such taking by eminent domain. In no event shall the Purchase Price be reduced in the event of condemnation or damage, and in no event shall Seller be required to restore or to rebuild any part of or all of the Property or any improvements thereon. In the event of Buyer's termination of this Agreement pursuant to this provision, the Purchase Price deposited, if any shall be returned to Buyer and the possession of the Property shall be retained by Seller and the Parties hereunder shall be under no further obligation or liability to each other pursuant thereto.

14.2. **Destruction or Damage After Closing.** The risk of loss or damage to the Property by fire or other casualty, or the taking by eminent domain, after the Closing shall be assumed by Buyer.

15. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

16. **Default.**

16.1. **Default by Seller.** If the Closing does not occur because of a breach of this Agreement by Seller and Seller fails to cure such breach within three (3) business days following written notice thereof given by Buyer to Seller, Buyer may (i) terminate this Agreement by written notice to Seller and to Escrow Agent in which event all monies paid by Buyer shall be immediately repaid to Buyer; (ii) waive such default and consummate the transaction contemplated hereby in accordance with terms hereof; or (iii) commence an action

for specific performance of the terms of this Agreement; provided, however, if the remedy of specific performance is not available to Buyer because of the acts or omissions of Seller, Buyer shall be entitled to bring an action at law to recover actual and consequential damages, waiving any right to punitive damages.

16.2. **Default by Buyer.** If the Closing does not occur because of a breach of this Agreement by Buyer, including a breach arising from Buyer's failure to perform their duties and obligations assumed hereunder, the Seller's sole remedy is to bring an action at law to recover actual and consequential damages, waiving any right to punitive damages.

17. **Notices.** Any notice, election or communication to be given to any Party or the Escrow Agent under the terms of this Agreement shall be in writing and delivered in person or deposited, certified or registered, in the United States mail, postage prepaid, addressed as set forth below or to such address as either Party may hereafter designate by written notice hereunder. Such notices shall be effective on the earlier of (i) the date when received by such Party if delivered via hand delivery if received prior to 5:00 p.m., Mountain Standard Time or (ii) the next day if delivered via hand delivery and received after 5:00 p.m. MST, or (iii) 48 hours after the date if sent by registered or certified mail, postage and fees prepaid and addressed as follows.

|                  |  |
|------------------|--|
| To Buyer:        | City of Goodyear<br>190 North Litchfield Road<br>Goodyear Arizona 85338<br>Attn: City Manager      |
| With a copy to:  | City of Goodyear<br>190 North Litchfield Road<br>Goodyear, Arizona 85338<br>Attn: City Attorney    |
| To Seller:       | Sonny Gutierrez<br>706 E. Calle Bolo Ln<br>Goodyear, AZ 85338                                      |
| To Escrow Agent: | Pioneer Title Agency<br>14239 W. Bell Road, Ste. 115,<br>Surprise, AZ 85374<br>Attn: Teresa Cossey |

18. **Assignments.** This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer hereto and their respective successors in interest, heirs; personal representative, administrator and assigns. This Agreement and any of the interests being acquired hereunder may be assigned by Buyer to a related entity of Buyer.

19. **Time.** Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement



shall not be considered an extension of time for the performance of any other duty under this Agreement.

20. **Time Periods.** In the event the time for performance of any obligation hereunder, or any time period hereunder, expires on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday. In computing any period of time provided for in this Agreement, or provided for by my applicable statute, the day of the act, event or default from which the designated period begins to run shall not be included. The last day of the period of time shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the time period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

21. **Incorporation of Exhibits by Reference.** All exhibits referred to herein and/or attached to this Agreement are hereby deemed to be incorporated into this Agreement by reference as though set forth in full, and unless the context otherwise expressly requires, references to "this Agreement" shall also include all such exhibits; provided, however, any provisions of this Agreement which are inconsistent with any provisions contained in such exhibits shall take precedence over the provisions contained in the exhibits.

22. **Integration Clause; Oral Modification.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

23. **Captions.** Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provision hereof and shall not be deemed relevant in construing this Agreement.

24. **Choice of Law, Venue and Attorneys' Fees.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of Section 24 shall survive the expiration or earlier termination of this Agreement.

25. **Terminology.** To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the

feminine and neuter, and vice versa, and (b) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.

26. **Fair Interpretation.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 26 shall survive the expiration or earlier termination of this Agreement.

27. **Waiver of Jury Trial.** **UNLESS EXPRESSLY PROHIBITED BY LAW, BUYER AND SELLER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS RELEASE AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS RELEASE, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS RELEASE SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL OR HAS HAD THE OPPORTUNITY TO CONSULT COMPETENT COUNSEL.**

28. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. **Survival Clause.** All provisions in this Agreement that logically ought to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly

state that such provisions shall survive the expiration or termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 29 to other provisions in the Agreement.

30. In support of further revitalization of the historic Western Avenue in Goodyear, Buyer shall use his best efforts to lease his current building to a future restaurant user within 12 months of the relocation of his current business to the property following the close of this transaction.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed in the manner appropriate for each, as of the dates set forth below.

**SELLER**

CITY OF GOODYEAR, ARIZONA  
An Arizona Municipal Corporation

By: \_\_\_\_\_  
Julie Arendall, City Manager

**BUYER**

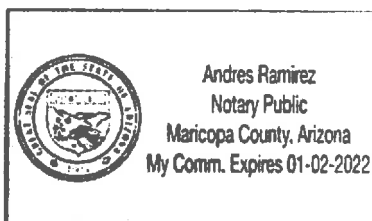
SONNY GUTIERREZ

By:  \_\_\_\_\_  
Sonny Gutierrez

STATE OF ARIZONA       )  
  ) ss.  
COUNTY OF MARICOPA   )

On this 28<sup>th</sup> day of August, 2018, before me personally appeared Sonny Gutierrez, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed this document.

Notary Seal:



  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Julie Arendall, City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed this document.

Notary Seal:

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

(Legal Description)  
on following page

### Legal Description

A parcel of land located in the Southwest quarter of the Southwest quarter, Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10, running thence East (assumed bearing) along the South line of said Section 10, a distance of 279.40 feet to a point; thence, North a distance of 61.0 feet to the Southeast corner of a certain parcel of land as deeded and recorded in Book No. 864 of Deeds, Pages 67, 68, 69 and 70, Records of Maricopa County, Arizona, and the true point of beginning, said point of beginning being the Southwest corner of this certain parcel of land; thence, continuing North a distance of 167.53 feet to a point, said point being the Northwest corner of this certain parcel of land; thence, South 89 degrees 37 minutes East, a distance of 49.77 feet to a point, said point being the Northeast corner of this parcel of land; thence, South 42 degrees 46 minutes East of distance of 194.58 feet to a point, thence, South a distance of 24.15 feet to a point, said point being the Southeast corner of this certain parcel of land; thence, West a distance of 182.00 feet to the point of beginning.

EXCEPTING AND RESERVING all coal, oil, gas and mineral deposits as reserved in instrument recorded May 23, 1953 in Docket 1134, Page 22.

EXCEPT the following described property:

A parcel of land located in the Southwest quarter of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point 461.40 feet East and 61 feet North of the Southwest corner of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian; thence, North 24.15 feet; thence, North 42 degrees 46 minutes West to a point which is 89 feet North of the South line of said Section 10; thence, West parallel to the South line of said Section 10 to a point which is 28 feet North and 30 feet West of the true point of beginning; thence, South 28 feet; thence, East 30 feet to the true point of beginning.

**EXHIBIT "B"**

(Special Warranty Deed)  
on following page

When recorded Mail to:

City of Goodyear  
City Clerk  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**SPECIAL WARRANTY DEED**

GRANTOR:

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona Municipal Corporation**

**SONNY GUTIERREZ**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, ("Grantor") does hereby grant and convey to **SONNY GUTIERREZ**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

*Signatures, Acknowledgments and Exhibits on Following Pages*



GRANTOR:  
CITY OF GOODYEAR, an Arizona Municipal Corporation

By: \_\_\_\_\_  
Julie Arendall, City Manager

Date: \_\_\_\_\_

State of Arizona     )  
                              )ss.  
County of Maricopa   )

The foregoing instrument (Special Warranty Deed) was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018 by Julie Arendall, City Manager of the CITY OF  
GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

*Exhibit on Following Page*

## **EXHIBIT "A"**

### **Legal Description**

A parcel of land located in the Southwest quarter of the Southwest quarter, Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10, running thence East (assumed bearing) along the South line of said Section 10, a distance of 279.40 feet to a point; thence, North a distance of 61.0 feet to the Southeast corner of a certain parcel of land as deeded and recorded in Book No. 864 of Deeds, Pages 67, 68, 69 and 70, Records of Maricopa County, Arizona, and the true point of beginning, said point of beginning being the Southwest corner of this certain parcel of land; thence, continuing North a distance of 167.53 feet to a point, said point being the Northwest corner of this certain parcel of land; thence, South 89 degrees 37 minutes East, a distance of 49.77 feet to a point, said point begin the Northeast corner of this parcel of land; thence, South 42 degrees 46 minutes East of distance of 194.58 feet to a point, thence, South a distance of 24.15 feet to a point, said point being the Southeast corner of this certain parcel of land; thence, West a distance of 182.00 feet to the point of beginning.

EXCEPTING AND RESERVING all coal, oil, gas and mineral deposits as reserved in instrument recorded May 23, 1953 in Docket 1134, Page 22.

EXCEPT the following described property:

A parcel of land located in the Southwest quarter of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point 461.40 feet East and 61 feet North of the Southwest corner of Section 10, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian; thence, North 24.15 feet; thence, North 42 degrees 46 minutes West to a point which is 89 feet North of the South line of said Section 10; thence, West parallel to the South line of said Section 10 to a point which is 28 feet North and 30 feet West of the true point of beginning; thence, South 28 feet; thence, East 30 feet to the true point of beginning.