

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
EXCESS LAND PURCHASE AGREEMENT AND RECEIPT FOR DEPOSIT, Page 1 of 2**

Project No.: 347 PM 172 H7007 02R

Sale No. L-SC-021

Received from CITY OF MARICOPA, an Arizona municipal corporation, herein called Purchaser for the purchase of the State's interest in the real property known as Excess Land # L-SC-021; a portion of vacant land of approximately 34,677 sq ft / 0.796 acres for a specific public purpose by ARS 28-7095 (B), located at 19563 N Maricopa Rd, in Maricopa, Pinal County, Arizona and as shown on Exhibit "A" attached hereto.

By: _____
Michael Craig, Manager Date

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 Two Hundred and Sixty Thousand Dollars (\$260,000.00) for a specific public purpose payable as follows:

\$N/A
\$260,000.00

Initial deposit
Balance of full purchase price, payable at close of escrow.

PURCHASER HEREBY AGREES TO: Close escrow, entered into at Purchaser's expense, with Title Security Agency of Arizona, 421 E. Cottonwood Lane, Casa Grande, AZ 85122 with Attn: LaTisha Sopha, Escrow Officer, 520-426-4600 direct, latisha.sopha@titlesecurity.com within 60-days of signed purchase agreement.

The property shall be conveyed by Special Warranty Deed to: CITY OF MARICOPA, 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 MARICOPA, an Arizona municipal corporation

By _____
Ricky Horst
Its: City Manager

Attest: _____ **Approved to as form:**

By: _____
Vanessa Bueras, CMC, City Clerk
Address: 39700 W Civic Center Plaza Maricopa, AZ 85138
Telephone: 520-316-6985 E-Mail rick.horst@maricopa-az.gov

By: _____
Denis M. Fitzgibbons, City Attorney

TERMS OF EXCESS LAND PURCHASE AGREEMENT AND DEPOSIT RECEIPT, Page 2 of 2

- ESCROW FEES:** When purchase is accomplished through escrow proceedings, the successful bidder 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:** Successful bidders 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.
- COUNTERPARTS:** This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and

constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.

ENVIRONMENTAL RELEASE, Page 1 of 2
EXCESS LAND NO.: L-SC-021

The State of Arizona, acting by and thru its Department of Transportation (Seller) and CITY OF MARICOPA, an Arizona municipal corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____ 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.

(Continued – please sign and notarize next page)

ENVIRONMENTAL RELEASE, Page 2 of 2
EXCESS LAND NO.: L-SC-021

Executed this day of _____ 2021.

PURCHASER: CITY OF MARICOPA, an Arizona municipal corporation

By _____
Ricky Horst
Its: **City Manager**

STATE OF ARIZONA)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, 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: