

**PURCHASE AND SALE AGREEMENT  
AND  
ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) is entered into effective as of \_\_\_\_\_, 2022, by and between South Maricopa Fire Association, an Arizona nonprofit corporation (“Seller”) and the City of Maricopa, an Arizona municipal corporation (“City” or “Buyer”), on the terms and conditions contained herein.

1. Sale and Purchase. On the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller approximately 2.50 acres of the real property generally located south of W Papago Rd and east of N John Wayne Pkwy, Pinal county, Arizona, Assessor Parcel No. 510-48-014k, and legally described and depicted on Exhibit A, together with all of Seller’s rights, title and interest in and to any improvements located thereon; (a) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights and air rights; (b) all oil, gas, and mineral rights not previously reserved; and (c) any other rights or privileges appurtenant to such real property (collectively, the “Property”).

2. Escrow and Title Company. The City and Seller shall open an escrow (“Escrow”) with Title Security Agency of Pinal County, LLC, 421 E. Cottonwood Lane, Casa Grande, Arizona 85122, Attn: LaTisha Sopha (“Title Company”) to facilitate the consummation of the sale of the Property. This Agreement shall constitute joint escrow instructions by Buyer and Seller to Title Company. If required by Title Company, the parties shall execute printed escrow instructions in the standard form utilized by Title Company, containing the modifications required by this Section and such other modifications as are mutually acceptable to Buyer, Seller, and Title Company (the “Printed Instructions”). The following provisions shall be deleted from the Printed Instructions prior to execution by the parties: (i) any cancellation provision and any other provision that excuses any performance by either party at the times provided in this Agreement or otherwise provides either party with any grace period not provided in this Agreement, (ii) any provision requiring the approval or consent of any third party (including, without limitation, any real estate broker) to the mutual cancellation of this Agreement by Seller and Buyer or the return of the Earnest Money to Buyer, and (iii) any provision relieving Title Company from liability for breach of this Agreement or its own negligence or willful misconduct. In the event of any conflict or inconsistency between any additional Escrow Instructions requested by Title Company and this Agreement, the provisions of this Agreement shall prevail.

3. Purchase Price; Earnest Money.

3.01 Purchase Price. The purchase price (“Purchase Price”) to be paid by Buyer for the Property shall be One Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$137,500.00). The Purchase Price shall be paid in cash or certified funds.

3.02 Earnest Money. On the Opening of Escrow (as defined in Section 4.01), Buyer shall deposit with the Title Company the amount of Two Thousand and No/100 Dollars (\$2,000.00) (“Earnest Money”). The Earnest Money shall be held in a federally insured, interest bearing account, except as otherwise provided below. The Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period (as defined in Section 6.02(b)), except as otherwise provided in this Agreement.

If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be credited toward the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Title Company as hereinafter provided.

4. Escrow Opening and Closing.

4.01 Opening of Escrow. The Title Company shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been opened as of such date ("Opening of Escrow"), which date shall be the date at which Title Company is in possession of a fully executed Agreement and the Earnest Money. The Title Company shall provide a copy of the fully executed Agreement to the City and Seller within five (5) days of the Opening of Escrow.

4.02 Closing. The closing of this transaction and escrow (the "Closing" or "Close of Escrow") shall occur thirty (30) days after the expiration of the Feasibility Period (as defined in Section 6.02(b)), unless otherwise agreed to in writing by both parties.

5. Title

5.01 Status of Title. As soon as practicable after Opening of Escrow, Title Company shall provide Seller and City with a current commitment for title insurance (the "Title Commitment") for the Property, disclosing all matters of record and other matters of which Title Company has knowledge which relate to the title to the Property, and a legible copy of each of the instruments and documents referred to in the Title Commitment. The Title Commitment shall include Title Company's requirements for Closing and issuing its title policy. Seller shall satisfy those requirements of Seller requiring a release of consensual monetary encumbrances on or before the Closing. Buyer shall have ten (10) days after receipt of the Title Commitment and copies of all instruments and documents referred to in the Title Commitment, or five (5) days after the receipt of any amendment thereto and copies of all instruments and documents referred to therein, to specify in reasonable detail any matter to which Buyer objects. If Buyer fails to object within said period, the condition of title to the Property shall be deemed approved and all matter set forth therein shall be deemed Permitted Title Exceptions (defined below). If Buyer timely objects to any matter disclosed by the Title Commitment or any amendment thereto, the Seller may, but is not obligated, to use reasonable efforts to cure such objection(s) (although in no event shall the Seller be required to expend funds) within fifteen (15) days thereafter. If, on or before such 15-day period, the Seller is unsuccessful, responds that it is unwilling to cure Buyer's objection(s), or does not deliver a response, Buyer shall have five (5) days following notice from the Seller of its inability or unwillingness to cure, or following the expiration of the 15-day period if no Seller is response is delivered, in which Buyer shall elect by delivering written notice to the Seller and Title Company either to (a) waive such objection(s) and take title as it then is and all objections not removed shall thereafter be deemed Permitted Title Exceptions and this Agreement shall remain in full force and effect; or (b) terminate this Agreement. If Buyer elects to terminate this Agreement, Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those obligations that survive the termination of this Agreement. Failure by Buyer to make a timely election shall constitute an election to proceed with clause (a) above. Failure by the Seller to give any notice shall constitute the Seller's election not to cure. Notwithstanding anything else stated herein, in all events, regardless of whether Buyer has given notice of objection as stated above, the Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence at the time of execution of this Agreement or incurred by the Seller on or before Closing

hereunder (other than current taxes not yet due). Any title exceptions which have not been objected to or waived by Buyer shall be called "Permitted Title Exceptions."

5.02 Title Policy. At Closing, Title Company shall furnish to Buyer an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price for the Property insuring Buyer's title to the Property, subject only to the usual printed exceptions contained in such title insurance policies and those matters approved, or deemed approved, by Buyer pursuant to Section 5.01. The Seller shall pay the premium for a standard coverage owner's policy and Buyer shall pay the difference in premium cost between an ALTA extended coverage and a standard owner's policy and the cost of any endorsements requested by Buyer.

5.03 Survey. At its option and at its expense, Buyer may elect to cause a licensed surveyor or engineer to prepare and deliver to Seller, Buyer and Title Company a survey of the Property, certified to Buyer and Escrow Agent.

6. Preliminary Due Diligence: Examination of Property.

6.01 Preliminary Due Diligence. Within five (5) days after the Opening of Escrow, or as soon thereafter as possible, Seller shall provide to Buyer copies of the following information (the "Property Information"), to the extent the Property Information is in the Seller's possession or control: an ALTA survey including existing cross-access easements, drainage easements, ditch easements and/or utility easements/agreements, title report, flood zone status/Elevation Certificate, proof of legal access, septic system reports and permits, well documentation and water rights, Phase 1 report or any other environmental studies or approvals related to current or past operations on the Property of which the Seller has knowledge, soil and archeological studies tax information, Seller's Property Disclosure Statement, list of mechanical equipment or other ancillary assets that will stay with the Property, Seller's corporate information and other information Seller may have in its possession concerning the Property (Preliminary Items of Due Diligence").

The Seller makes no representation or warranty whatsoever regarding the Property Information, except that the Seller has no actual knowledge of any incorrect information contained therein (and such representation is made without investigation or review by the Seller or the Property Information). The Seller nor any of its respective officers, directors, employees, attorneys, engineers, agents or representatives shall be deemed to make or have made any representation or warranty as to the adequacy, validity, accuracy, fitness for a particular purpose or completeness of the Property Information, and neither Seller nor any of its officers, directors, employees, attorneys, engineers agents or representatives shall have any liability resulting from the use of or reliance on the Property Information. If this transaction does not close for any reason, Buyer shall not use any Property Information provided to Buyer and shall return the same and any copies thereof to the Seller.

Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement or any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement or any document executed by Seller and delivered to Buyer at Closing, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, the Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made

or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Feasibility Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

#### 6.02 Examination of Property.

(a) From the Opening of Escrow until the Closing (or earlier termination of this Agreement), Buyer and its agents, contractors, employees and designees shall have the right at all times to enter the Property in order to make inspections, investigations, and tests that Buyer deems advisable, including, without limitation, engineering and environmental studies. Other than customary Phase I environmental studies, Buyer shall not otherwise perform any invasive testing upon the Property without Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except that Buyer may perform soils and geotechnical testing of the Property and a Phase I environmental site assessment of the Property without Seller's prior consent. Any Phase II environmental site assessment of the Property shall require Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall bear all costs and expenses of any inspections, investigations, and tests of any kind or nature undertaken by Buyer regarding the Property. As a condition to entering the Property, Buyer shall procure and thereafter maintain commercial general liability and property damage insurance, naming Seller as an additional insured, with a limit of no less than \$1,000,000 for personal injury or death on an occurrence basis, \$1,000,000 for property damage in any one accident, and \$1,000,000 policy limit for aggregate operations on an occurrence basis, and Buyer agrees to provide Seller with certificates of insurance and an endorsement reflecting Seller as an additional insured. Buyer agrees to indemnify, protect, defend, and hold harmless Seller for, from, and against any and all damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), and liability (collectively "Claims") arising from any such acts; provided, however, that Buyer shall have no responsibility or liability arising from Seller's gross negligence or willful misconduct. The foregoing indemnity shall survive the Closing or earlier termination of this Agreement.

(b) Notwithstanding any provisions herein to the contrary, Buyer may terminate this Agreement only if it discovers during the course of its investigation that a fire station cannot be constructed or operated on the Property, by delivering written notice of such termination to the Seller and Title Company on or before the sixtieth (60<sup>th</sup>) day following the Opening of Escrow (the "Feasibility Period"). If Buyer elects to terminate this Agreement pursuant to this Section

6.02(b), the Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement. Buyer's failure to deliver the written notice of termination on or before the expiration of the Feasibility Period shall be deemed Buyer's election to proceed under this Agreement and the Earnest Money shall be non-refundable to Buyer except as otherwise specifically provided in this Agreement. In the event Buyer's feasibility study indicates that the Property is suitable to Buyer prior to the expiration of the Feasibility Period, Buyer may send written notice of such approval to Seller and the Parties shall proceed to Closing.

## 7. Representations and Warranties.

7.01 Seller's Representations and Warranties. Seller makes the following representations and warranties, all of which shall be true and correct at the Closing and which shall survive Closing:

(a) To the Seller's actual knowledge, and except as disclosed by Seller in writing, there are no claims, actions, suits, or other proceedings pending or threatened or any governmental department or agency or any other corporation, partnership, entity or person whomsoever, nor any voluntary actions or proceedings contemplated by the Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title or interest in and to the Property, or the Seller's ability to perform the Seller's obligations under this Agreement.

(b) Seller has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individuals executing this Agreement and all documents delivered pursuant to this Agreement on behalf of the Seller are authorized to do so.

(c) To the Seller's actual knowledge, and except as disclosed by Seller in writing, there are no agreements, commitments or understandings by or between the Seller and any third party pursuant to which the Seller or its successors in interest are required to convey, dedicate, sell or transfer any part of the Property or to grant any easement, water right, right-of-way, road or license in respect to any part of the Property.

(d) To the Seller's actual knowledge, the Seller has not received any notices and the Seller is not otherwise aware that the Property was not or is not in compliance with any federal, state of Arizona and local laws, ordinances and regulations relating to environmental protection, occupational health and safety, public health and safety or public nuisance or menace (collectively "Environmental Laws"). To the Seller's actual knowledge there has been no production, storage, transport, release, spillage or disposal upon the Property of any hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws.

(e) To the Seller's actual knowledge, there is no pending or threatened condemnation or similar proceedings affecting the Property or any part thereof and the Seller has no knowledge that any such proceeding is presently contemplated.

(f) This Agreement and all documents required hereby to be executed by the Seller are and shall be valid, legally binding obligations of, and enforceable against the Seller, in accordance with their terms.

(g) As used in this Agreement, "To the Seller's actual knowledge" shall mean the actual (and not constructive or imputed), present knowledge of Michael Koslow without

any duty of inquiry or independent investigation, and in no event shall the foregoing individual be personally liable for any representation or warranty contained herein. Michael Koslow is the individual employed by or affiliated with the Seller who is most familiar with, and who possesses the most knowledge, information, and materials, with respect to the Property. All of the representations and warranties of Seller contained in this Agreement, as well as Buyer's right to initiate enforcement of its remedies hereunder for any breach of the same, shall survive the Close of Escrow.

(h) Except as otherwise expressly set forth in this Agreement and the Deed, neither the Seller nor its members, employees, agents, representatives, attorneys or contractors (collectively "Seller's Parties") have made any representations, guaranties, promises, assurances or warranties, express or implied, to Buyer including, without limitation, any pertaining to the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Buyer's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the condition of title thereto, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any past, present or future matter whatsoever. The Seller acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in the condition described in Section 6.01.

7.02 Buyer's Representations and Warranties. Buyer represents and warrants to the Seller:

(a) Buyer has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individual executing this Agreement on behalf of Buyer is authorized to do so.

(b) This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer, in accordance with their terms.

(c) Buyer acknowledges and agrees that with the aid of independent expert advice it will have had an opportunity to satisfy, prior to the expiration of the Feasibility Period, itself regarding the condition of the Property, and that the Property will be purchased "**AS IS AND WITH ALL FAULTS**". Buyer shall assume the responsibility and risk of all defects to and conditions of the Property, including such defect and conditions, if any, which cannot be observed by inspection. The Buyer acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in its then-present condition.

(d) The execution, delivery and performance by Buyer of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by Buyer does not, and will not, result in any violation of, or conflict with or constitute a default under any provision of any agreement of Buyer, or other instrument or agreement to which Buyer is a party, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which Buyer is subject.

(e) All necessary governmental action has been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by

this Agreement and the performance by Buyer of the covenants and obligations to be performed and carried out by it hereunder.

8. Remedies.

8.01 Default by Seller Prior to Close of Escrow. If any warranty or representation of Seller made in this Agreement shall prove to be materially untrue when made and Seller shall notify Buyer thereof on or prior to the Close of Escrow, or if Seller shall fail to perform any of its obligations under this Agreement to be performed on or prior to the Close of Escrow on or prior to the date for performance provided in this Agreement, and Buyer shall not be in default under the Agreement, then Buyer shall give Seller ten (10) days' (or one (1) business day in the event the breach is a failure to timely deliver the closing documents) written notice of the default or failure and opportunity to cure. If Seller does not timely cure, then Buyer may, as its exclusive remedy, (i) elect to terminate this Agreement by giving written notice to Seller and Title Company; or (ii) seek specific performance of this Agreement so long as an action for specific performance is filed within sixty (60) days after the expiration of Seller's cure period set forth in this Section; or (iii) seek its actual damages, but only in the event that specific performance is not available as a remedy. If Buyer elects to terminate this Agreement pursuant to the terms of this Section, then (w) the Escrow and this Agreement shall be terminated for all purposes, (y) Title Company shall return the Earnest Money to Buyer, Title Company shall return all other funds, documents, and other items held in Escrow to the party that deposited same in Escrow, and (z) the parties shall have no further rights or obligations under this Agreement except for those rights and obligations that are specified in this Agreement to survive the termination of this Agreement. The consummation of the purchase of the Property by Buyer from Seller shall not constitute a waiver of any defaults of Seller that are unknown by Buyer on or before the Closing. The terms and conditions of this Section shall survive the Closing or the termination of this Agreement.

8.02 Default by Buyer Prior to Close of Escrow. If any warranty or representation of Buyer made in this Agreement shall prove to be materially untrue when made and Buyer shall notify Seller thereof prior to the Close of Escrow, or if Buyer shall fail to perform any of its obligations under this Agreement to be performed prior to the Close of Escrow on or prior to the date for performance provided in this Agreement, and Seller shall not be in default under the Agreement, then Seller shall give Buyer ten (10) days' written notice of the failure and opportunity to cure (or one (1) business day in the event the breach is a failure to timely deliver the closing documents and the Purchase Price). If Buyer does not cure within the applicable period, then Seller's sole and exclusive remedy under this Agreement shall be to terminate this Agreement by giving written notice of termination to Buyer and Title Company. If Seller terminates this Agreement pursuant to the preceding sentence, then (i) the Escrow and this Agreement shall be terminated for all purposes, (ii) Title Company shall pay the Earnest Money to Seller and shall return all other funds, documents and other items held in Escrow to the party that deposited same in Escrow, and (iii) the parties shall have no further rights or obligations under this Agreement except for those rights and obligations that are specified in this Agreement to survive the termination of this Agreement. Any sums paid to Seller pursuant to the preceding sentence shall be deemed to be liquidated damages paid to Seller by reason of Buyer's failure to consummate the transaction contemplated by this Agreement, and the parties hereby agree that this amount is a reasonable forecast of just compensation for the harm that may be caused Seller as a result of Buyer's failure to consummate the transaction contemplated by this Agreement, and that Seller's harm if Buyer fails to consummate the transaction contemplated by this Agreement would be incapable of accurate estimation or very difficult to accurately estimate. The terms and conditions of this Section shall survive the Closing or the termination of this Agreement.

8.03 Post-Closing Defaults. In the event that the non-defaulting party first discovers after Closing that any representation or warranty of the defaulting party was materially untrue when made or if either party shall fail to perform any of its other obligations under this Agreement and fails to cure such default within ten (10) days following written notice thereof, the non-defaulting party shall be entitled to pursue all rights and remedies available at law or in equity, including, without limitation, specific performance; provided, however, any claim for damages shall be limited to the non-defaulting party's actual damages and the non-defaulting party shall not seek, and hereby waives any right to receive, speculative, consequential, lost profits, punitive, exemplary or any similar damages due to the defaulting party's default hereunder.

8.04 Attorneys' Fees. In the event either party hereto is required to employ an attorney because of the other party's default, then the defaulting party shall pay the non-defaulting party's reasonable attorneys' fees incurred in the enforcement of this Agreement.

8.05 Waiver. Seller and Buyer waive the right to pursue consequential or punitive damages against the other.

9. Conditions Precedent to Seller's Obligations. The obligations of the Seller under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by the Seller:

(a) All representations and warranties made by Buyer in this Agreement and in any written statements delivered to the Seller by Buyer under this Agreement shall be true and correct as of the Closing.

(b) Buyer shall have performed and complied with all obligations of Buyer required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

(c) All documents required to be delivered by Buyer on or prior to the Closing shall have been properly executed by Buyer and delivered to Title Company or the Seller in form and substance reasonably satisfactory to Seller.

10. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by Buyer:

(a) All representations and warranties made by the Seller in this Agreement and in any written statement delivered to Buyer by the Seller under this Agreement shall be true and correct as of the Closing.

(b) Seller shall have performed and complied with all its respective obligations required by this Agreement to be performed or complied with by it on or prior to the Closing.

(c) All documents required to be delivered by the Seller on or prior to the Closing shall have been properly executed by the Seller and delivered to Title Company or Buyer in form and substance reasonably satisfactory to Buyer.

(d) Title Company shall have irrevocably committed to issue the Title Policy subject to only the Permitted Title Exceptions with such title endorsements as Buyer shall reasonably require and which the Title Insurer agrees to issue.



11. Closing.

11.01 Closing Matters.

(a) At Closing, the Seller shall execute, deliver and acknowledge the following documents:

(i) A special warranty deed ("Deed") conveying the Property, subject only to ad valorem taxes for the year of closing and applicable Permitted Title Exceptions;

(ii) An affidavit, signed and acknowledged by the Seller under penalties of perjury, certifying that the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and Section 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations;

(iii) An affidavit of property value as required by law; and

(iv) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for the Buyer.

(b) At Closing, Buyer shall:

(i) Deposit into Escrow immediately available funds in the amount of the Purchase Price minus the Earnest Money, plus Buyer's share of prorations and closing costs;

(ii) Execute and deliver an affidavit of property value as required by law;

(iii) Execute and deliver such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the Title Company.

(c) Title Company shall transfer the Purchase Price to the Seller by wire transfer upon the Close of Escrow.

(d) Possession of the Property shall be delivered to Buyer at Closing.

11.02 Taxes. Ad valorem taxes, general assessments, special assessments and improvement district assessments (collectively, "**Taxes**") affecting Seller's interest in the Property shall be prorated between Buyer and Seller as of the Closing date based on a 365-day year. Seller shall pay any delinquent taxes and assessments. All non-delinquent Taxes for the Property shall be prorated based on the actual current tax bill and shall be final, and Buyer shall bear all Taxes, including all supplemental taxes, allocable to the Property for the period from and after the Closing.

11.03 Closing Costs. Escrow fees charged by Title Company shall be paid one-half (1/2) by the Seller and one-half (1/2) by Buyer. The Seller shall pay the premium chargeable for a Standard's Owners Policy of Title Insurance and if Buyer desires to obtain ALTA Extended Coverage, then Buyer shall pay the incremental portion of the premium applicable to the extended coverage and any endorsements requested by Buyer (except for endorsements issued in response to any matter to which Buyer has objected and Seller has expressly agreed to cure by means of

endorsement, in which event the cost of such endorsement(s) shall be paid by Seller). Seller shall pay the fee for recording the Deed. Except as otherwise provided in Section 8.04, each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction, which is the subject of this Agreement. Seller's share of closing costs (and all other items prorated in accordance with this Agreement to the extent applicable) shall be paid from the proceeds otherwise payable to Seller.

11.04 Commissions. Neither Seller nor Buyer have retained or engaged a real estate broker, commission agent or any other person who is or may be entitled to payment of a commission or finder's fee or other compensation in connection with the transaction contemplated by this Agreement. Seller and Buyer shall indemnify, hold harmless and defend the other, its successors and assigns for, from and against any and all claims, demands, actions, costs and expenses, including reasonable attorney and accounting fees and court costs arising out of any claim by any real estate broker or other person claiming through the indemnifying party that such person is entitled to any commission or fee in connection with this transaction. The provisions of this Section 11.04 shall survive the Closing.

12. Condemnation and Risk of Loss.

12.01 Condemnation. If, prior to Closing, any governmental entity commences or threatens any action of eminent domain or condemnation to take any portion of the Property that is the subject of the Closing, then Buyer shall have the option either to (i) elect to terminate this Agreement by giving written notice of termination to Seller and Title Company within ten (10) days after receipt of notice of such threat or action or by the Closing, whichever occurs earlier, or (ii) close the transaction contemplated by this Agreement, in which case Buyer shall be entitled to (and Seller shall irrevocably assign to Buyer at the subject Closing) all of the awards and proceeds of the taking, and Seller shall transfer and credit Buyer for all awards and proceeds previously received by Seller, but there shall be no adjustment to the Purchase Price. If Buyer terminates this Agreement pursuant to the preceding sentence, then (x) the Escrow and this Agreement shall be terminated for all purposes, (y) Title Company shall return the Earnest Money to Buyer and shall return all other funds, documents and other items held in Escrow to the party that deposited same in Escrow, and (z) the parties shall have no further rights or obligations under this Agreement except for those rights and obligations that are specified in this Agreement to survive the termination of this Agreement. Failure of Buyer to timely elect to terminate this Agreement as permitted under this Section 12.01 shall be deemed Buyer's election to proceed under option (ii) above.

12.02 Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until the Close of Escrow shall be borne by the Seller. Buyer shall assume all risks of loss or damage to the Property and all liability to third persons upon the Close of Escrow.

13. Miscellaneous.

13.01 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by facsimile transmission, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To Seller: South Maricopa Fire Association  
1600 W BROADWAY RD STE 200  
Tempe, AZ 85282

With a copy to: Rose Law Group pc  
Attn: George Finn, Esq.  
7144 E. Stetson Drive, Suite 300  
Scottsdale, AZ 85251  
Email: [gfinn@roselawgroup.com](mailto:gfinn@roselawgroup.com)

To City: City of Maricopa  
Attn: Rick Horst, City Manager  
39700 West Civic Center Plaza  
Maricopa, Arizona 85138  
Email: [rick.horst@maricopa-az.gov](mailto:rick.horst@maricopa-az.gov)

With a copy to: Denis M. Fitzgibbons, City Attorney  
Fitzgibbons Law Offices, P.L.C.  
1115 E. Cottonwood Lane, Suite 150  
P.O. Box 11208  
Casa Grande, Arizona 85130-0148  
Email: [denis@fitzgibbonslaw.com](mailto:denis@fitzgibbonslaw.com)

Title Company: LaTisha Sopha  
Title Security Agency of Arizona  
421 E. Cottonwood Lane  
Casa Grande, Arizona 85122  
Fax No.: 520.426.4699  
Email: [latisha.sopha@titlesecurity.com](mailto:latisha.sopha@titlesecurity.com)

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party and Title Company. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, facsimile transmission (so long as confirmed by the appropriate automatic confirmation page), electronic mail, or personally delivered. Notice to a party shall not be effective unless and until each required copy of such Notice is given. Any notice given after 5:00 p.m., Arizona time, or on a Saturday, Sunday or legal holiday, shall be deemed given and received on the immediately succeeding Business Day. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any party hereto may be given by legal counsel for such party. Telephone numbers are provided herein for convenience only and shall not alter the manner of giving Notice set forth in this Section.

13.02 Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

13.03 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent

of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

13.04 Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

13.05 Entire Agreement. This Agreement, contains the entire agreement of the parties hereto with respect to the matters covered hereby, supersedes all prior agreements, arrangements and understandings between the parties and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid. All exhibits to this Agreement are by this reference incorporated herein.

13.06 Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.

13.07 Further Performance. Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be reasonably necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

13.08 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may be provided by facsimile or electronically scanned and shall be effective upon transmission to the other party hereto.

13.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

13.10 Governing Law; Venue. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue therefore. The parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

13.11 Dispute Resolution. In the event a dispute arises under this Agreement, Buyer and Seller agree that there shall be a thirty (30) day moratorium on litigation during which time the Buyer and Seller agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association ("AAA") but shall not be under the administration of the AAA unless agreed to by the Buyer and Seller in writing, in which case all administrative fees shall be divided evenly between the Buyer and Seller. The matter in dispute shall be submitted to a mediator mutually selected by Buyer and Seller. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Buyer and Seller shall request that the Presiding Judge of the Superior Court in and for the County of Pinal, State of Arizona, appoint the

mediator. The mediator selected shall have at least ten (10) years of experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the Buyer and Seller. The results of the mediation shall be nonbinding with either Buyer or Seller free to initiate litigation upon the conclusion of the latter of the mediation or of the thirty (30) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent allowed by the Arizona Open Meetings Law, § 38-431 et. seq.

13.12 Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular paragraph to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.

13.13 Tax Reporting. Title Company, as the party responsible for Closing the transaction contemplated hereby within the meaning of Section 6045(e) of the Code, shall file all necessary information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code. Title Company further agrees to indemnify and hold Buyer and Seller, and their respective attorneys and brokers, harmless from and against all claims, costs, liabilities, penalties, or expenses resulting from Title Company's failure to file the Tax Reports which Title Company is required to file pursuant to this paragraph.

13.14 Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

13.15 Assignment. Buyer shall not assign all or any portion of its rights and obligations under this Agreement without Seller's prior written consent, which may not be unreasonably withheld, delayed or conditioned.

13.16 Disclosure. The Parties acknowledge that Kristena Dugan is a licensed real estate agent in the State of Arizona acting as a principal of Seller in this transaction.

13.17 Buyer's Post Closing Obligation. Pursuant to that certain Fire Protection Services Agreement dated \_\_\_\_\_, by and between the City and Seller, attached hereto as Exhibit B and incorporated by reference, City hereby agrees that it shall commence construction of a fire station on the Property within six (6) months following City's delivery of the Triggering Notice, as such term is defined therein.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement effective as of the date first written above.

CITY:

CITY OF MARICOPA, a municipal corporation

By: \_\_\_\_\_  
Its Ricky Horst, City Manager

Attest:

Approved as to form:

By: \_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

By: \_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney

SELLER:

South Maricopa Fire Association, an  
Arizona nonprofit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGEMENT AND AGREEMENT BY TITLE COMPANY

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement on this \_\_\_ day of \_\_\_\_\_, and agrees to accept, hold, deliver and disburse the Earnest Money, together with all interest accrued thereon and received by the Title Company, strictly in accordance with the terms and provisions of this Agreement and without the necessity of further consent or instruction by City or Seller. The Title Company is hereby designated as, and agrees to undertake the obligations of, the Reporting Person pursuant to Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder.

By: \_\_\_\_\_  
LaTisha Sopha  
Title Security Agency of Arizona  
421 E. Cottonwood Lane  
Casa Grande, Arizona 85122

**EXHIBIT A**

Legal Description of the Property

**[To Be Inserted by Title Company]**



**EXHIBIT B**  
**FIRE PROTECTION SERVICES AGREEMENT**