

**PURCHASE AND SALE AGREEMENT
AND
ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is entered into effective as of August 25, 2022, by and between the City of Maricopa, an Arizona municipal corporation ("Seller" or "City"), and Meritage Homes of Arizona Inc., an Arizona corporation ("Buyer", with Seller and Buyer being referred to herein individually as a "Party" and collectively as the "Parties"), on the terms and conditions contained herein.

RECITALS

WHEREAS, the City is in the owner of Assessor Parcel No. 510-15-002G containing approximately 11.37 acres of real property generally located north of W SR 238 and west of N Green Rd in the City of Maricopa ("City"), County of Pinal (the "County"), State of Arizona, as legally described and depicted on Exhibit A attached hereto (the "Land"); and

WHEREAS, in compliance with A.R.S. §9-402, an invitation for bids for the purchase of the Property (as defined in Section 1.01 below) was published and Buyer was the successful bidder; and

WHEREAS, the Seller and Buyer enter into this Agreement to set forth the rights and obligations of Buyer and Seller with respect to the purchase and sale of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants set forth herein, and for other consideration, the receipt and adequacy of which is hereby acknowledge, the City and Buyer agree as follows:

1. Sale and Purchase; Property. On the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Land, together with all of Seller's rights, title and interest in and to the following: (a) any improvements located thereon; (b) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights and air rights; (c) all oil, gas, and mineral rights not previously reserved; and (d) any other rights or privileges appurtenant to such real property (collectively, the "Property").

2. Escrow and Title Company. The Seller and Buyer shall open an escrow ("Escrow") with First American Title Insurance Company, 2425 E. Camelback Rd., Suite 300, Phoenix, Arizona 85016, Attn: Alix Graham ("Title Company"), to facilitate the consummation of the sale of the Property. This Agreement shall also serve as escrow instructions to Title Company. 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 Eight Hundred Ninety-Five Thousand Three Hundred Eighty-Seven and 50/100 Dollars (\$895,387.50), which represents Seventy-Eight Thousand Seven Hundred Fifty and No/100 Dollars (\$78,750.00) per acre multiplied by 11.37 acres. In the event the Property is

calculated at more or less than 11.37 acres in the Updated Survey (as defined in Section 5.03), the Purchase Price shall be adjusted accordingly based on the actual acreage of the Property set forth in the Updated Survey. The Purchase Price shall be paid in cash or certified funds as follows:

(a) Payment of the Earnest Money as set forth in Section 3.02.

(b) Payment of the balance of the Purchase Price at Closing, after application of the Earnest Money and net of all prorations and adjustments as provided herein ("Closing Payment").

3.02 Earnest Money. On or before the date that is three (3) business days after the Opening Date (as defined in Section 4.01), Buyer shall deposit with the Title Company the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "Initial Deposit"). On or before the date that is three (3) business days after the Feasibility Termination Date (as defined in Section 6.03), provided Buyer has delivered the Continuation Notice (as defined in Section 6.03), Buyer shall deposit with the Title Company the additional amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "Second Deposit"). On or before the date that is three (3) business days after Buyer obtains the Final Approval (as defined in Section 7.01) of the Preliminary Plat (as defined in Section 7.01), Buyer shall deposit with the Title Company the additional amount of Thirty Thousand and No/100 Dollars (\$30,000.00) (the "Third Deposit"). The Initial Deposit, Second Deposit and Third Deposit, totaling Forty Thousand and No/100 Dollars (\$40,000.00), to the extent deposited by Buyer into the Escrow, together with all interest earned thereon, shall be referred to herein as the "Earnest Money". The Earnest Money shall become non-refundable to Buyer at the expiration of the Feasibility Period (as defined in Section 6.03), 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 Date. The Title Company shall sign and date this Agreement in the space provided at the end of this Agreement indicating that Escrow has been opened as of such date, which date shall be the date Title Company receives a copy of this Agreement executed by Seller and Buyer ("Opening Date"). The Title Company shall provide a copy of the fully executed Agreement to the Seller and Buyer within one (1) business day after the Opening Date.

4.02 Closing. The closing of this transaction and escrow (the "Closing" or "Close of Escrow") shall occur on the date that is the earlier to occur of the following: (a) ten (10) business days following Final Approval of the Approvals (as defined in Section 7.01); and (b) five (5) business days after the Approvals Termination Date (as defined in Section 7.01).

5. Title

5.01 Status of Title. Within five (5) days after the Opening Date, Title Company shall provide Buyer and Seller 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 the Title Policy (as defined in Section 5.02).

Seller shall satisfy those requirements of Seller requiring a release of consensual monetary encumbrances on or before the Closing. Buyer shall have until the date that is twenty (20) days prior to expiration of the Feasibility Period, or five (5) business days after the receipt of any amendment thereto and copies of all instruments and documents referred to therein, to object in writing to Seller to any matter shown in the Title Commitment or any amendment thereto, as applicable. If Buyer fails to object within said period, the condition of title to the Property as set forth in the Title Commitment or any amendment thereto, as applicable, shall be deemed approved. 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, within such 15-day period, the Seller is unsuccessful and responds that it is unable or unwilling to cure Buyer's objection(s) (or fails to respond at all to Buyer's objection(s), which shall be deemed notice from Seller of its inability or unwillingness to cure as of the expiration of such 15-day period), Buyer shall have five (5) days following notice from the Seller of its inability or unwillingness to cure in which Buyer shall elect by delivering written notice to the Seller and Title Company either to (a) waive its objection(s) 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 as provided in this Agreement. Failure by Buyer to make a timely election shall constitute an election to waive its objection(s). 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 by Buyer pursuant to Section 5.01 (the "Title Policy"). 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. Within five (5) days after the Opening Date, the Seller shall provide Buyer with the ALTA survey of the Property completed by Morrison Maierle, Inc. and dated July, 2006 (the "Existing Survey"). Buyer shall have until the end of the Feasibility Period to obtain an updated ALTA survey of the Property (using the legal description of the Property established by the Existing Survey) at Buyer's sole cost and expense (the "Updated Survey").

5.04 Title Conveyed. At the Closing, title to the Property shall be conveyed by Seller to Buyer by special warranty deed in the form attached hereto as Exhibit B (the "Deed"), free and clear of all exceptions, liens, encumbrances, easements and restrictions except the Permitted Title Exceptions. Title to any intangible property shall be conveyed by a general assignment and bill of sale in substantially the same form attached hereto as Exhibit C (the "Assignment").

6. Property Information; Examination of Property; Feasibility Period.

6.01 Property Information. Within five (5) days after the Opening Date, Seller shall provide to Buyer 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.

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 of the Property Information). Neither 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.

6.02 Examination of Property. Upon twenty-four (24) hours prior advance notice to Seller, Buyer, its agents or employees may enter upon the Property for the purposes of inspecting the Property, conducting environmental, soil, engineering, structural and other tests as Buyer may deem necessary. Buyer shall restore the affected portion of the Property to its condition prior to the performance of such studies or inspections. Buyer agrees to indemnify, defend and hold the Seller harmless for, from and against any liability and/or damages to the extent caused by Buyer in exercising the foregoing right (except to the extent caused by any indemnified party's negligence or willful misconduct or any adverse condition or defect on or affecting the Property not caused by Buyer or its agents or employees but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any matter), including, but not limited to any and all costs, expenses and attorneys' fees through all mediation, arbitration, trial and appellate proceedings, and agrees that this obligation to indemnify shall survive any termination of this Agreement and the Close of Escrow. All expenses incurred by Buyer in connection with the exercise of such right by Buyer shall be the responsibility of Buyer.

6.03 Feasibility Period. Notwithstanding any provisions herein to the contrary, Buyer may terminate this Agreement, for any reason, by delivering written notice of such termination (the "Termination Notice") to the Seller and Title Company on or before the Ninetieth (90th) day following the Opening Date ("Feasibility Termination Date"). The period from the Opening Date to and including the Feasibility Termination Date is herein called the "Feasibility Period". Buyer shall indicate its waiver of the right to terminate this Agreement as set forth in this Section 6.03 by delivering written notice of such waiver (the "Continuation Notice") to Seller and Title Company on or before the Feasibility Termination Date. In the event Buyer fails to timely deliver the Continuation Notice, or if Buyer timely delivers the Termination Notice, then this Agreement and the Escrow shall be automatically deemed terminated and 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 as provided in this Agreement.

7. Approvals.

7.01 Obtaining the Approvals. Buyer shall use commercially reasonable efforts to obtain, at Buyer's sole cost and expense, on or before the date that is Eleven (11) months after the Feasibility Termination Date (the "Approvals Termination Date"), approval from the City, the County and all other applicable governmental and quasi-governmental entities and agencies with jurisdiction (collectively, the "Governmental Authorities"), of the following: (a) the rezoning of the Property to permit Buyer's intended residential development of the Property (the "Rezoning"); (b) a preliminary plat for the Property to permit Buyer's intended residential development of the Property ("Preliminary Plat"); (c) a final plat for the Property consistent with the Preliminary Plat to permit Buyer's intended residential development of the Property (the "Final Plat"); (d) the subdivision improvement plans for the Property to permit Buyer's intended residential development of the Property, including, without limitation, improvement plans for all required grading improvements for the Property and improvement plans for all required infrastructure improvements (onsite and offsite) for the Property to permit Buyer's intended residential development of the Property (the "Plans"); and (e) a general plan amendment (if applicable) to permit Buyer's intended residential development of the Property (the "General Plan Amendment"). Each of the Governmental Authorities' approval of the Rezoning, the Preliminary Plat, the Final Plat, the Plans and the General Plan Amendment shall be referred to collectively herein as the "Approvals". "Final Approval" of the Approvals by the Governmental Authorities shall include the expiration of all applicable protest, appeal, and referendum periods without a protest, appeal, or referendum being filed (or if a protest, appeal, or referendum has been filed, then on the date that such protest, appeal, or referendum has been resolved on terms satisfactory to Buyer). Notwithstanding any provision in this Section 7.01 to the contrary, the Final Plat for the Property will be prepared in Buyer's name and shall not be recorded prior to Closing.

7.02. Seller Participation; Notice. Buyer shall conduct all negotiations in connection with the Approvals, but Seller shall have the right to attend all meetings with Governmental Authorities relating to the Approvals. Buyer shall give Seller reasonable advance notice of all meetings with Governmental Authorities related to the Approvals so that Seller shall have the opportunity to attend and monitor Buyer's progress in obtaining the Approvals; provided, however, failure to do so shall not be a default under this Agreement.

7.03 Cooperation. Seller agrees to reasonably cooperate with Buyer in connection with Buyer's efforts to obtain Final Approval of the Approvals and to execute and timely deliver to Buyer, no later than five (5) days after receipt thereof, all documents reasonably appropriate or necessary in order for Buyer to obtain Final Approval of the Approvals. Buyer shall provide Seller updates on the progress of the Approvals when requested in writing by Seller (not more frequently than monthly).

7.04. Buyer's Termination Right. Notwithstanding anything herein to the contrary, if at any time after the Feasibility Termination Date and on or before the Approvals Termination Date, Buyer determines that (a) Buyer will be unable to obtain Final Approval of the Approvals by the Approvals Termination Date, or (b) the requirements imposed by the Governmental Authorities to obtain Final Approval of the Approvals shall constitute a material adverse change in and to Buyer's planned development for the Property, or (c) Final Approval of the Approvals is not obtainable in substance and with stipulations and development requirements satisfactory to Buyer, then Buyer may elect, by written notice delivered to Seller and the Title Company on or before the Approvals Termination Date to either: (x) terminate this Agreement by giving written notice thereof to Seller and the Title Company, at which time the Title Company shall deliver the Earnest Money to Seller without further notice to or from Buyer and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this

Agreement as provided in this Agreement; or (y) waive Buyer's obtaining Final Approval of the Approvals as a contingency, in which event the Closing shall occur on the Closing Date. Buyer's failure to timely terminate this Agreement shall be deemed Buyer's election to proceed under clause (y) above.

7.05. Seller's Termination Right. In connection with Buyer's efforts to obtain Final Approval of the Approvals, Buyer shall obtain Final Approval of the Preliminary Plat from the City on or before November 7, 2023 (the "Milestone"). In the event Buyer fails to timely satisfy the Milestone, then Seller shall elect, as its exclusive remedy and with written notice to Buyer and Title Company within three (3) business days after such failure, to either (a) waive the Milestone and proceed with the transaction, or (b) terminate this Agreement, at which time the Title Company shall deliver the Earnest Money to Seller without further notice to or from Buyer and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement as provided in this Agreement. Seller's failure to timely terminate this Agreement shall be deemed Seller's election to proceed under clause (a) above.

8. Representations and Warranties.

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

(a) To the Seller's actual knowledge, and except as reflected in the Title Commitment, 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, or 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) The 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 reflected in the Title Commitment, 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 all 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 Materials (as defined below). For purposes hereof, "Hazardous Materials" means (i) "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, (ii) toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws, and (iii) any other substances regulated because of their effect or potential effect on public health and the

environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

(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) There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof.

As used in this Agreement, "To the Seller's actual knowledge" shall mean the actual, present knowledge of the current City Manager of the City at the time of signing this Agreement without making any independent investigations or inquiries. Prior to a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue.

8.02 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 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.

9. Remedies.

9.01 Seller's Remedies. In the event Buyer fails to perform any of its obligations under this Agreement at or before the Closing for any reason except due to the Seller's default or failure to perform its obligations hereunder at or before the Closing (and such failure continues for a period of ten (10) days following written notice to the Buyer), the Seller shall be entitled as its sole remedy to terminate this Agreement and Title Company shall deliver to the Seller the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder. The Seller and Buyer agree that the Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the amount of the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain. Nothing in this Section shall limit the Seller's right to recover reasonable attorneys' fees under Section 9.03 below.

9.02 Buyer's Remedies. In the event Seller fails to perform any of its obligations under this Agreement at or before the Closing for any reason except due to the Buyer's default or failure to perform its obligations hereunder at or before the Closing (and such failure continues for a period of ten (10) days following written notice to the Seller), the Buyer shall be entitled as its sole and exclusive remedy to: (i) waive the default and proceed to close this transaction and the Escrow; (ii) pursue specific performance of this Agreement; or (iii) terminate this Agreement and receive the Earnest Money from the Title Company and recover from Seller the out-of-pocket expenses incurred by Buyer related to the Property and this transaction (including, without limitation, all expenses relating to the Approvals); provided, however, if specific performance is unavailable because of the affirmative or intentional acts or omissions of the Seller, Buyer may bring suit for damages as a result of the Seller's default hereunder. As a condition precedent to Buyer's right to pursue specific performance under section (ii) above, Buyer shall file suit therefore in the Superior Court of Arizona in Pinal County, Arizona on or before 5:00 pm MST on or before the date that is sixty (60) days immediately following the scheduled Closing Date. Nothing in this Section shall limit Buyer's right to recover reasonable attorneys' fees under Section 9.03 below.

9.03 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.

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

10. Conditions Precedent to the 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.

11. 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 ("Buyer's Conditions Precedent"), 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) The 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.

(e) The physical condition of the Property shall be substantially the same as on the Opening Date, except for reasonable wear and tear and any damages due to any act of Buyer.

(f) There shall be no moratorium, injunction, restraining order, or similar restriction imposed by any governmental authority, court, administrative body, or private entity that precludes or prevents the issuance of building permits or certificates of occupancy with respect to the Property and/or the construction of residences or other improvements on the Property.

(g) No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to Seller's interest in the Property or any portion thereof.

(h) All lessees, tenants, and occupants of the Property, if any, must have vacated the Property so that sole and exclusive possession of the Property can be provided to Buyer at the Closing.

If any of Buyer's Conditions Precedent are not satisfied as and when described

below then, unless the failure of such condition constitutes a Seller default, in which case the provisions of Section 9.02 shall control, Buyer may elect, by written notice to Seller, in Buyer's sole and absolute discretion, either to waive that Buyer's Condition Precedent and proceed to Closing or to terminate this Agreement, whereupon the Title Company shall immediately return to Buyer the Earnest Money previously deposited by Buyer and, thereafter, the parties shall have no further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

12. Closing.

12.01 Closing Matters.

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

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

(ii) The Assignment;

(iii) 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;

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

(v) 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) Deliver the Closing Payment to Title Company;

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

(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 lender for Buyer or the Title Company.

(c) Title Company shall transfer the Closing Payment, net of all prorations and adjustments as provided herein, to the Seller by wire transfer upon the Close of Escrow.

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

12.02 Taxes. At Closing, all taxes (real and personal), fees and assessments, if applicable, shall be prorated as of the date of the Closing in accordance with the prorations customarily used for commercial properties in the area of the Property.

12.03 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 have ALTA Extended Coverage, then Buyer shall pay the incremental portion of the premium applicable to the extended coverage. The Seller shall pay the fee for recording the Deed. Except as otherwise provided in Section 9.03, 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.

12.04 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, to the extent 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 12.04 shall survive the Closing.

13. Condemnation and Risk of Loss.

13.01 Condemnation. If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, Seller, upon receiving notice thereof, shall immediately notify Buyer of such fact and Buyer shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event Buyer elects to terminate this Agreement under this Section 13.01, the Title Company shall forthwith return to Buyer the Earnest Money and neither party to this Agreement shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement or the Close of Escrow as provided in this Agreement. Alternatively, if Buyer elects to waive such right, Buyer may proceed to consummate the transaction, in which event, Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the parties shall proceed to the Closing pursuant to the terms hereof.

13.02 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. If the Property is damaged by fire, flood, earthquake, or other casualty prior to Closing, Seller, upon receiving notice thereof, shall immediately notify Buyer of such fact and Buyer shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all insurance proceeds payable to Seller, and any insurance proceeds paid to Seller, by reason of such damage shall be assigned and paid to Buyer at Closing or, at Buyer's election, Buyer shall receive a credit against the Purchase Price in the amount thereof. In the event Buyer elects to terminate this Agreement under this Section 13.02, the Title Company shall forthwith return to Buyer the Earnest Money and neither party to this Agreement shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement or the Close of Escrow as provided in this Agreement.

14. Miscellaneous.

14.01 Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or electronic mail transmission or one (1) business day after being deposited with any commercial air courier or express service providing next day delivery, addressed as follows:

To the Seller: City of Maricopa
Attn: Rick Horst, City Manager
39700 West Civic Center Plaza
Maricopa, Arizona 85138
Email: rick.horst@maricopa-az.gov

With 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

To Buyer: Meritage Homes of Arizona, Inc.
Attn: Tyler Champlin
8800 E. Raintree Drive, Suite 300
Scottsdale, AZ 85260
Email: tyler.champlin@meritagehomes.com

With a copy to: Meritage Homes of Arizona, Inc.
Attn: Tim Clements
8800 E. Raintree Drive, Suite 300
Scottsdale, AZ 85260
Email: tim.clements@meritagehomes.com

Title Company: First American Title Insurance Company
Attn: Alix Graham
2425 E. Camelback Rd., Suite 300
Phoenix, AZ 85016
Email: agraham@firstam.com

Buyer, the Seller or Title Company may change its address for notice by giving notice in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or 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.

14.02 Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and the 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.

14.03 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.

14.04 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. No failure by a party hereto to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a party hereto to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a party hereto during the continuance of any default by the other party, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the party to be bound thereby.

14.05 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.

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

14.07 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.

14.08 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 electronic scan and shall be effective upon transmission to the other party hereto.

14.09 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.

14.10 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.

14.11 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 the 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 the Seller in writing, in which case all administrative fees shall be divided evenly between the Buyer and the Seller. The matter in dispute shall be submitted to a mediator mutually selected by Buyer and the 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 the 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 the Seller. The results of the mediation shall be nonbinding with either Buyer or the 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.

14.12 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.

14.13 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.

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

14.15 Assignment. Buyer will have the right to assign this Agreement and its rights and obligations hereunder to any entity (i) directly or indirectly owned or controlled by Buyer, (ii) directly or indirectly controlling Buyer, (iii) directly or indirectly controlling, controlled by, or under common control with Buyer or Buyer's members, or (iv) a third party who has entered into an agreement in which Buyer has the right to develop the Property and an option to purchase the Property (including, without limitation, a land bank), upon delivery of written notice to Seller, but without obtaining Seller's prior consent. Seller shall not have the right to assign this Agreement without Buyer's prior written consent.

14.16. WAIVER OF JURY TRIAL. AS A MATERIAL PART OF THE CONSIDERATION UNDER THIS AGREEMENT, BUYER AND SELLER EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY IF ANY LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

14.17 Relationship of Parties. Nothing in this Agreement shall be construed or deemed to make Seller and Buyer partners, joint venturers or any other form of joint participants in the acquisition and development of the Property, and Seller and Buyer agree that the sole and exclusive nature of their relationship is as seller and purchaser.

[signatures appear on the following pages]

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

SELLER:

CITY OF MARICOPA, a municipal corporation

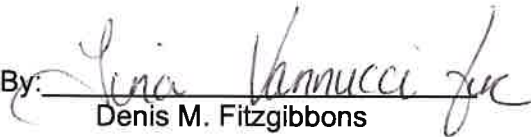
By: 
Its Ricky Horst, City Manager

Attest:

By: 
Vanessa Bueras, MMC
City Clerk




Approved as to form:

By: 
Denis M. Fitzgibbons
City Attorney

BUYER:

Meritage Homes of Arizona, Inc.
an Arizona corporation

By: 
Tyler Champlin,
Vice President, Land Acquisition

ACKNOWLEDGEMENT AND AGREEMENT BY TITLE COMPANY

The Title Company hereby acknowledges receipt of a copy of this Agreement executed by Seller and Buyer on this 26 day of August, 2022, which date shall be the Opening Date for purposes of this Agreement, and Title Company 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 Seller or Buyer. 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.

First American Title Insurance Company

By: *Alix Graham*
Name: Alix Graham
Its: Escrow Officer

EXHIBIT A

Legal Description of the Property

Pinal County Assessor Parcel No. 510-15-002G

EXHIBIT B

When recorded, return to:
Meritage Homes of Arizona, Inc.
8800 E. Raintree Dr., Suite 300
Scottsdale, AZ 85260
Attention: Regional Counsel

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, the City of Maricopa, an Arizona municipal corporation ("Grantor"), does hereby convey, grant, and sell to Meritage Homes of Arizona, Inc., an Arizona corporation ("Grantee"), the real property located in Pinal County, Arizona and described on Exhibit A attached hereto and incorporated herein by this reference, together with all of Seller's rights, title and interest in and to the following: (a) any improvements located thereon; (b) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights and air rights; (c) all oil, gas, and mineral rights not previously reserved; and (d) any other rights or privileges appurtenant to such real property (collectively, the "Property").

SUBJECT TO all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record (specifically excluding, however, all judgment liens and mortgages, deeds of trust, or mechanics' liens voluntarily imposed on the Property by the undersigned or arising against the Property as a result of improvements made to, or services rendered in connection with, the Property at the request of, or on behalf of, the undersigned), any matters which would be shown or discovered by an accurate ALTA survey or inspection of the property, zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the property.

Any the Grantor hereby binds itself and its successors, heirs, legatees, and personal representatives to warrant and defend the title to the Land as against all acts of the Grantor herein and no other, subject to the matters above set forth.

[signature appears on the following page]

Dated this _____ day of _____, 20____.

GRANTOR:

CITY OF MARICOPA, a municipal corporation

By: _____
Its Ricky Horst, City Manager

STATE OF ARIZONA)
) ss.
County of Pinal)

This instrument was acknowledged before me this _____ day of _____,
20____, by Ricky Horst, City Manager of the CITY OF MARICOPA, a municipal corporation, for and
on behalf thereof.

Notary Public

My Commission Expires:

Exhibit A to Special Warranty Deed

Legal Description

EXHIBIT C

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (the "Assignment") is made this ____ day of _____, 20__, by and between City of Maricopa, a municipal corporation ("Assignor"), and Meritage Homes of Arizona, Inc., an Arizona corporation ("Assignee").

RECITALS

- A. Assignor owns certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. Assignor and Assignee, entered into Purchase and Sale Agreement and Escrow Instructions dated as of _____, 2022 (as the same may thereafter be amended, the "Purchase Agreement"), pursuant to which Assignee agreed to purchase the Property from Seller and Seller agreed to sell, among other things, the Property to Assignee on the terms and conditions contained therein.
- C. Assignor desires to assign to Assignee all of its right, title and interest in and to certain documents, rights, privileges, plans and instruments pertaining to the Property as the same are more specifically described herein.

AGREEMENT

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns, sells and transfers to Assignee, without representation or warranty of any kind except as expressly set forth herein or in the Purchase Agreement, all of Assignor's right, title and interest, if any, in and to the following to the extent they exist and are assignable (collectively, the "Assigned Interests"): (a) all entitlements and approvals of or from governmental authorities relating to the Property; and (b) all of Assignor's right to use any studies and reports, including, but not limited to, environmental site assessments and studies, and geotechnical, soils and drainage reports, obtained by Assignor and relating to the Property.
2. Relinquishment. Assignor hereby assigns and relinquishes to Assignee all rights and privileges of Assignor to hold any ownership interest in, to create, manage or operate, any assessment district that now exists or that may be created hereinafter that shall or may relate solely to the Property or include the Property within its service boundary, or any right or privilege to receive any benefit therefrom, including, without limitation any right or privilege to receive from any such assessment district any refunds, credits or reimbursements arising from or related solely to the Property (the "**Relinquished Rights**").
3. No Prior Assignment. Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned to any other party all or any of the Assigned Interests and/or Relinquished Rights being assigned to Assignee hereunder.
4. No Liens. Assignor also hereby represents and warrants that the Assigned Interests and Relinquished Rights are free and clear of liens and monetary encumbrances.

5. Assignment Binding. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State in which the Property is located.

7. Miscellaneous. All exhibits attached hereto are incorporated herein by this reference.

[signature appears on the following page]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the _____ day of _____, 20__.

ASSIGNOR:

CITY OF MARICOPA, a municipal corporation

By: _____
Its Ricky Horst, City Manager

Exhibit A to General Assignment and Bill of Sale

Legal Description