



INVITATION FOR BID
IFB: 2020009

SALE OF REAL PROPERTY
LOCATED AT 301 E. CENTRE AVENUE, BUCKEYE, ARIZONA

CONTACT PERSON
Tammy Vogel
Purchasing Supervisor, Construction & Contracting
623.349.6175
Tvogel@buckeyeaz.gov

Date Issued:	August 20, 2020
Last Day for Questions:	September 14, 2020 @ 5:00 PM local time
Bid Due Date:	September 24, 2020 @ 2:00 PM local time

PLEASE NOTE: IF IFB DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE CITY CONTACT PERSON.

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EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

SECTION 100

NOTICE TO INTERESTED PARTIES OF INTENT TO RECEIVE BIDS

Notice is hereby given that the City of Buckeye, an Arizona municipal corporation ("Owner"), is accepting bids for the purchase of approximately 6.513 acres of real property (the "Property") located at 301 East Centre Avenue, City of Buckeye, Maricopa County, Arizona and identified as a portion of Maricopa County Assessor's tax parcel number 400-28-001B, more particularly legally described on Exhibit A attached hereto and incorporated herein by this reference.

Sealed bids must be delivered to Owner's representatives at the address listed below. Each bid must be submitted in a sealed envelope with the bidders name and marked with the words "BID REFERENCE: SALE OF REAL PROPERTY".

A Bid Submission and Real Property Purchase Agreement form ("Agreement Form") are available from Owner at the address listed below, for the purpose of submitting bids for the purchase of the Property. All bids must be submitted on the Agreement Form. Bids not submitted on the Agreement Form or bids submitted on altered Agreement Forms will not be considered. All Agreement Forms must be submitted to:

Tammy Vogel
Purchasing Supervisor, Construction and Contracting
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
P: 623.349.6175
Email: Tvogel@buckeyeaz.gov

Bids must be received by 2:00 p.m., September 24, 2020, to be considered.

Owner will assume no responsibility for late mail or other delivery failures. Any bid received after 2:00 p.m. on September 24, 2020 will be rejected and returned unopened.

THE SALE OF THE PROPERTY WILL BE ON AN "AS IS, WHERE IS" BASIS ONLY. Bidders are advised to make any inspections of and investigation into the condition of the Property, including any desired investigations as to the exact area of the Property, the status of title of the Property or the environmental condition of the Property prior to submitting the Agreement Form containing their bid to Owner. Title will be transferred by special warranty deed. Information concerning the Property, including a copy of the appraisal obtained by Owner with respect thereto, may be viewed upon request at the address listed above. OWNER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF ANY INFORMATION CONCERNING THE PROPERTY.

The Property is part of a larger parcel of property. Owner is in the process of completing a minor land division to separate an approximately one acre portion (the "Parking Parcel") of the larger parcel from the Property such that the Parking Parcel and the Property shall constitute two separate legal, conforming parcels of real property. The Agreement Form will include language permitting Owner to extend the scheduled date for close of escrow in the event the minor land division has not been completed as of the scheduled closing date.

Bidders are also advised that the Agreement Form will include language requiring the successful purchaser of the Property to apply for any necessary rezoning of the property within three (3) months of the transfer of title to the Property and to either demolish or repair/remodel the improvements located on the Property. A portion of said improvements encroaches on an adjoining parcel of property also owned by Owner. The Agreement Form will provide for a temporary construction easement over said adjoining parcel to permit the demolition of the encroaching improvements. The Agreement Form will require the successful purchaser to either demolish or repair/remodel the improvements located on the Property, which such demolition or repair/remodeling shall commence within six (6) months of the completion or abandonment of the rezoning process and shall be completed within twelve (12) months of the completion or abandonment of the rezoning process. In the event the successful purchaser elects not to rezone the Property, then such demolition or repair/remodeling shall commence within six (6) months of transfer of title to the Property and shall be completed within twelve (12) months of transfer of title to the Property. In the event the successful purchaser elects to repair/remodel the existing improvements, the plans for such repair/remodel must provide for the demolition or removal of those improvements that encroach upon Owner's adjacent property within seven (7) months of the completion or other termination of the rezoning process or of transfer of title to the Property, as applicable. In no event will such encroaching improvements be permitted to remain upon Owner's adjacent property after the successful purchaser's acquisition of title to the Property. The Agreement Form will also include appropriate remedies in favor of Owner in the event said purchaser fails to so demolish or otherwise remove or repair/remodel said improvements within the required time frames set forth above.

OWNER WILL PAY NO BROKERAGE FEE IN CONNECTION WITH THE REAL PROPERTY SALE.

No bid less than \$712,500.00 will be considered. The successful bidder will be determined in Owner's sole and absolute discretion, on the basis of the most desirable bid received by Owner. Owner reserves the right to reject any and all bids, notwithstanding the fact that a bid at or above the minimum bid may be received. Earnest money in the amount of fifty Thousand Dollars (\$50,000) must be given to Owner at the same time the Agreement Form is submitted to Owner in the form of a cashier's check or certified check payable to Pioneer Title Agency, Inc. Deposits will be

returned to unsuccessful bidders within five (5) business days of the award date. The deposit will be subject to forfeiture as provided in the Agreement Form if the successful bidder fails to consummate the purchase of the Property in accordance with and as required by the Agreement Form.

END OF SECTION

SECTION 200

INSTRUCTIONS TO BIDDERS

To be considered, the Bids must be made in accordance with Instructions cited in Section 100.

Bids shall be addressed to City of Buckeye, Tammy Vogel, and delivered in an enclosed sealed envelope, marked:

IFB #2020009: SALE OF REAL PROPERTY LOCATED AT 301 EAST CENTRE AVENUE, BUCKEYE, ARIZONA

Bidder's Name _____

Bidder's Address _____

City shall receive bids as stated in Section 100 at:

**City of Buckeye
2nd Floor Reception Desk
530 East Monroe Avenue
Buckeye, Arizona 85326**

The Bids will be opened and read aloud in a virtual format. An email with a link to "Microsoft Teams" will be sent to all participants on the Plan Holders list three (3) days prior to the Bid Opening.

Late Bids will not be considered. It is the responsibility of the Bidder to insure that the Bid is received on time.

The Bidder is required to submit **ONE (1) ORIGINAL and ONE (1) Copy** of the completed Bid form in its entirety in a USB in .pdf format.

Bid Security. The Bidder is required to submit with his Bid a certified or cashiers' check, upon a solvent bank payable to Pioneer Title Agency, Inc.

END OF SECTION

SECTION 300
SCHEDULE OF EVENTS FOR #2020009

Estimated Timeline for Schedule of Events:

DATES	DESCRIPTION OF ITEM	UPDATES
8/20/2020	IFB Issue Date	
8/21/2020	Posted on City of Buckeye website	
8/28/2020-9/11/2020	Advertisement Dates	
9/14/2020	Last Date for Questions (5:00 p.m.)	
9/24/2020	Bid Opening Date	
9/24/2020-10/01/2020	Review Dates	
10/05/2020	Notice of Intent	
10/05/2020	Award Recommendation	
10/06/2020	Non-Award Deposits send by mail to Offerors	
10/20/2020	Final City of Buckeye Council Approval	

SECTION 400

REAL PROPERTY PURCHASE AND OFFER AGREEMENT FORM

IFB No. #2020009

Project Name: SALE OF REAL PROPERTY LOCATED AT 301 EAST CENTRE AVENUE,
BUCKEYE, ARIZONA

Date: _____ Date and Time Here

Bid from: _____
(Name)

To: _____
City of Buckeye

(PURCHASE AND OFFER FORM BELOW)

BID SUBMISSION AND REAL PROPERTY PURCHASE AGREEMENT

The undersigned, _____, as Purchaser, offers to purchase certain real estate from the City of Buckeye, Arizona, an Arizona municipal corporation, as Seller, upon the following terms and conditions:

Article 1 Property to be Sold

1.1. Property. The Property which is the subject of this offer consists of the following:

The real property described on Exhibit A attached hereto and incorporated herein by this reference and any and all buildings, structures, fixtures, facilities and other improvements situated on said real property (collectively, the "**Property**"). The Property is part of a larger parcel of property. Seller is in the process of completing a minor land division to separate an approximately one acre portion (the "**Parking Parcel**") of the larger parcel from the Property such that the Parking Parcel and the Property shall constitute two separate legal, conforming parcels of real property. In the event Seller is unable to complete the minor land division prior to the scheduled date for Closing of this transaction, Seller shall have the right to extend the date for Closing for up to ninety (90) days in order to accommodate the completion of the minor land division.

Article 2 Purchase Price

2.1. Price. The total purchase price of the Property shall be

\$_____.

Article 3 Payment of Purchase Price

3.1. Payment. The purchase price of the Property shall be paid

as follows:_____.

(a) Earnest Money. \$50,000.00 has been delivered to Seller in the form of a cashier's or certified check payable to Pioneer Title Agency, Inc. upon the delivery of this offer by Purchaser. This payment shall constitute the earnest money ("**Earnest Money**") for all purposes of this Agreement. No interest shall accrue or become payable on the Earnest Money payment. The Earnest Money shall be nonrefundable to Purchaser, except in the event of (i) Purchaser's disapproval of title and Seller's failure to correct the disapproved title matter(s) pursuant to Article 5 below or (ii) Seller default hereunder. Upon Seller's Acceptance (as defined below) the Earnest Money shall be released to Seller.

(b) Balance. The balance of the purchase price, plus or minus prorations, shall be paid to Seller at closing by confirmed wire transfer.

Article 4 Conveyance of Property

4.1. Deed. The Property shall be conveyed by special warranty deed in the form attached as Exhibit B (the "**Deed**") upon the Close of Escrow.

Article 5 Escrow

5.1. Escrow. Upon Seller's acceptance of the offer set forth herein, as evidenced by Seller's execution hereof ("**Seller's Acceptance**"), Purchaser and Seller shall promptly open an escrow ("**Escrow**") for the purchase and sale of the Property by executing and depositing this Agreement with Pioneer Title Agency, Inc. ("**Escrow Holder**"). Escrow Holder shall notify Seller and Purchaser in writing of the date of opening of Escrow pursuant to this Section 5.1. In the event of any conflict or inconsistency between any provision of the escrow instructions and any provision of this Agreement or any other instrument or document executed or delivered pursuant to this Agreement, the provisions of this Agreement or such other instrument or document shall control over the escrow instructions. This Agreement shall not be deemed to contain any indemnity in favor of Escrow Holder or any rights to a brokerage commission that may be set forth in any standard escrow instructions.

Article 6 Title Insurance

6.1. Title Commitment. Purchaser shall at its expense order from _____ ("**Title Company**") and deliver to Purchaser and Seller a commitment ("**Title Commitment**") to issue the Owner's Policy (as defined below), and copies of the documents evidencing the exceptions to title stated therein. The Title Commitment shall be delivered not less than thirty (30) days prior to the closing date, including any postponement thereof pursuant to any of the provisions hereof. Unless Purchaser gives written notice ("**Title Disapproval Notice**") that it disapproves the exceptions to title shown on the Title Commitment, stating the exceptions so disapproved, within fifteen (15) days of the date of delivery of the Title Commitment to Purchaser, Purchaser shall be conclusively deemed to have approved the exceptions listed in the Title Commitment. Seller shall have a fifteen (15) day period after its receipt of any Title Disapproval Notice within which to remove the disapproved exceptions set forth therein from title at no cost or expense to Purchaser (Seller having the right but not the obligation to do so), and the closing date shall be automatically extended, if necessary, to allow for such fifteen (15) day period.

6.2. Title Contingency. A condition precedent to Purchaser's obligation to purchase the Property shall be the willingness of Title Company to issue to Purchaser on the closing date an ALTA standard coverage owner's title insurance policy ("**Owner's Policy**"), in the amount of the purchase price, which Owner's Policy shall show title to the Property to be vested of record in the Purchaser, subject solely to the following exceptions: (a) the printed exceptions which appear in the standard form coverage owner's policy of title insurance issued by Title Company in the State of

Arizona and (b) the exceptions approved or deemed approved by Purchaser pursuant to Section 6.1 above (and the willingness of Title Company to do so shall be conclusive evidence of the full satisfaction of such condition). Purchaser may obtain an extended coverage policy if it so desires, but the ability of Purchaser to obtain such extended coverage policy shall not be a condition of Purchaser's obligation to purchase the Property pursuant to this Agreement. Purchaser shall have the option to waive the condition precedent set forth in this Section 6.2 by written notice to Seller. In the event of such waiver, such condition shall be deemed satisfied.

Article 7

Damages and/or Condemnation

7.1. **Casualty/Taking.** Risk of damage or destruction of the Property by any casualty or by a partial taking or condemnation under the provisions of applicable eminent domain law is assumed by Seller until the closing of this transaction, unless the Purchaser takes possession of the Property prior thereto, in which case risk of such damage or destruction will pass to Purchaser at the time Purchaser takes possession of the Property.

Article 8

Closing and Possession

8.1. **Closing.** This transaction shall be closed upon a date to be designated by Seller. The date shall be not less than thirty (30) days nor more than sixty (60) days following Seller's Acceptance. If Seller fails to close for any reason, this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder, except that Purchaser's Earnest Money payment shall be refunded upon delivery to Seller of all executed copies of this Agreement previously delivered to Purchaser or its agents or representatives.

8.2. **Delivery of Possession.** Possession of the Property shall be delivered to Purchaser at closing.

8.3. **Condition of Closing.** The obligation of Seller under this Agreement to sell the Property is subject to (i) the approval of this Agreement by Seller's City Council and (ii) delivery into escrow by Purchaser of the purchase price and the closing costs.

8.4. **Purchaser's Post-Closing Obligations.** The Property is currently improved with an approximately 90,000 square foot industrial building ("**Building**"). Purchaser acknowledges and agrees that a portion of the Building encroaches upon an adjoining parcel of property owned by Seller (the "**Encroachment**"). As a condition to the sale of the Property to Purchaser, Seller requires that Purchaser agree to cause the Building to either be demolished or repaired/remodeled and the Encroachment to be removed within the time frames set forth herein. If the Purchaser desires to rezone the Property, Purchaser shall apply for any desired rezoning of the Property within three (3) months of the Closing of the sale of the Property. The required demolition or repair/remodeling must be (a) commenced within six (6) months of the completion or other termination of the rezoning process and (b) completed within twelve (12) months of the completion or other termination of the rezoning process. If the Purchaser elects not to seek rezoning of the Property, then the required demolition or repair/remodeling must

be commenced within six (6) months and completed within twelve (12) months of the Closing of the sale of the Property to Purchaser. In the event Purchaser elects to repair/remodel the existing improvements, the plans for such repair/remodel must provide for the demolition or removal of those improvements that encroach upon Owner's adjacent property within seven (7) months of the completion or other termination of the rezoning process or Closing of the sale of the Property to Purchaser, as applicable. In no event will the Encroachment be allowed to remain on Seller's adjoining property. At Closing, Seller shall execute and deliver to Purchaser a temporary construction easement over such portion of Seller's adjoining property as is reasonably necessary to permit Purchaser to remove the Encroachment from Seller's adjoining property. Purchaser hereby covenants and agrees to cause the Building to be demolished or repaired/remodeled, at Purchaser's sole cost and expense, within the time frames set forth above. Buyer shall be responsible for obtaining all necessary permits for such demolition or repair/remodeling and shall cause the demolition or repair/remodeling to be conducted in compliance with all applicable laws. To secure Purchaser's obligations with respect to the Building under the provisions of this Section 8.4, Purchaser shall execute, have acknowledged and deliver to Seller for recordation in the Official Records of Maricopa County, Arizona on the Closing date a performance deed of trust which shall set forth in detail Purchaser's obligations with respect to the Property as set forth in this Section 8.4 (the "**Performance Deed of Trust**"). The Performance Deed of Trust shall be recorded against the Property immediately following the recordation of the Deed. The provisions of this Section 8.4 shall survive the Closing.

Article 9 Prorations

9.1. Adjustments. All items customarily prorated and adjusted in connection with the closing of the sale of property similar to the Property shall be prorated, adjusted and computed as of 11:59 p.m. of the day immediately preceding the closing date.

Article 10 Seller's Disclaimer

10.1. Disclaimer of Representations and Warranties by Seller. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS AND THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, (1) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING, (3) WHETHER OR NOT AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (4) DRAINAGE, (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF

INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (6) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (7) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (8) USAGES OF ADJOINING PROPERTY, (9) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (10) THE PRESENCE OF HAZARDOUS SUBSTANCES IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (11) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, (12) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (13) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR IMPROVEMENTS, (14) THE POTENTIAL FOR DEVELOPMENT OF THE PROPERTY, (15) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY OR (16) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE).

FOR PURPOSES HEREOF "HAZARDOUS SUBSTANCES" MEANS ANY HAZARDOUS, TOXIC OR DANGEROUS WASTE, SUBSTANCE OR MATERIAL, POLLUTANT OR CONTAMINANT, AS DEFINED FOR PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. SECTIONS 9601 ET SEQ.), AS AMENDED ("CERCLA"), OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), AS AMENDED, OR ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE TO THE PROPERTY, OR ANY SUBSTANCE WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC OR OTHERWISE HAZARDOUS, OR ANY SUBSTANCE WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, POLYCHLORINATED BIPHENYLS (PCBs), OR RADON GAS, UREA FORMALDEHYDE, ASBESTOS OR LEAD.

PURCHASER ACKNOWLEDGES THAT IT HAS OR WILL COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN

STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER OR BY ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF. IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

Article 11

Purchaser's Agreements, Representations and Covenants

11.1. Authorization. If Purchaser is other than a natural person, Purchaser represents and warrants to Seller that the execution and delivery of this Agreement by Purchaser has been duly authorized, and that the Agreement creates legally enforceable obligations as to Purchaser in accordance with its respective terms.

11.2. Resolutions. If Purchaser is other than a natural person, at Seller's request before closing, Purchaser shall deliver to Seller certified copies of appropriate documents authorizing this transaction, in form reasonably acceptable to Seller and the title insurer.

11.3. Assignment. This Agreement, and/or any interest of Purchaser hereunder, may not be assigned in whole or in part without Seller's prior written consent, which may be granted or withheld in Seller's sole and absolute discretion.

11.4. No Recordation. This Agreement shall not be recorded in whole or in part, and any party doing so or causing same to be done shall be deemed to be in default of this Agreement for all purposes hereof.

Article 12

Purchaser's Waiver and Release

12.1. Purchaser's Waiver and Release. AS PART OF PURCHASER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS PURCHASER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY OR ANY OF THE MATTERS REFERRED TO IN SECTION 10.1 ABOVE ("**PROPERTY CONDITION**"). SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY CLAIMS UNDER CERCLA.

EFFECTIVE UPON THE CLOSING DATE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND EVERY ENTITY AFFILIATED WITH SELLER AND ALL OF THEIR OFFICERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AND THE SUCCESSOR OF EACH AND EVERY ONE OF THEM FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH PURCHASER MAY SUFFER OR INCUR RELATING TO THE PROPERTY CONDITIONS OR ANY OTHER ASPECT OF THE PROPERTY. AS PART OF THE PROVISIONS OF THIS SECTION 12.1, BUT NOT AS A LIMITATION THEREON, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISION OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

IN THIS CONNECTION AND TO THE EXTENT PERMITTED BY LAW, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH MIGHT IN ANY WAY BE INCLUDED IN THE WAIVERS AND MATTERS RELEASED AS SET FORTH IN THIS SECTION 12.1. THE PROVISIONS OF THIS SECTION 12.1 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY PURCHASER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER WILL NOT PAY TO ANY BROKER RETAINED BY PURCHASER ANY BROKERAGE FEE ASSOCIATED WITH PURCHASER'S ACQUISITION OF THE PROPERTY AND PURCHASER HEREBY AGREES TO INDEMNIFY THE SELLER AND BE WHOLLY RESPONSIBLE FOR ANY CLAIM BY ANY OTHER PERSON OR ENTITY FOR ANY BROKERAGE FEE SOUGHT FROM SELLER IN CONNECTION WITH PURCHASER'S ACQUISITION OF THE PROPERTY.

Article 13
Miscellaneous

13.1. Entire Agreement. This instrument contains the entire Agreement between the parties. Neither Seller nor its agents has made any representation or promise with respect to, or affecting the Property or this Agreement not expressly contained herein.

13.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Arizona without regard to conflicts of laws principles.

13.3. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

13.4. Earnest Money. Seller shall hold the Earnest Money payment in accordance with the terms of this Agreement, but Purchaser's Earnest Money checks shall not be negotiated before the date of the approval referred to in Section 14.1.

13.5. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

13.6. Default: Specific Performance. If Seller defaults, Purchaser may terminate this Agreement and recover the Earnest Money and all other payments made on account of the purchase price. The preceding remedies shall be exclusive and in lieu of all other remedies provided by law, including, without limitation, the recovery of damages of any type.

If Purchaser defaults, Seller may enforce specific performance of this Agreement, or may terminate it and retain all of the Earnest Money as Seller's liquidated damages. Neither party shall then have any further right or claim against the other.

13.7. Notices. All notices, statements, requests, demands or other communications required under this Agreement shall be in writing, and shall be personally delivered, or sent by mail. Notice shall be effective (a) if personally delivered, when delivered, (b) if mailed, via 24-hour delivery, on the first business day after delivery thereof, or (c) if mailed, at midnight on the fourth business day after deposit in the mail with first-class postage pre-paid, certified mail, return receipt requested. Notices shall be addressed as follows:

If to Purchaser: _____

If to Seller: City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Tammy Vogel
Purchasing Supervisor
Tvogel@buckeyeaz.gov
623 349 6175

Either party shall have the right to change the address at which notice shall be sent to it by giving written notice of such change of address to the other party in the same manner set forth for notices above.

13.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.10. No Third Party Beneficiary. No term or provision of this Agreement is intended to be for the benefit of any person not a party hereto and no such other person shall have any right or cause of action hereunder.

13.11. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees.

13.12. Construction. The terms and provisions of this Agreement represent the results of negotiations between Seller and Purchaser, each of which are financially sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Seller and Purchaser each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same. The parties agree that, regardless of which party provided the initial form of this Agreement, drafted or modified one or more provisions hereof, or compiled, printed or copied this Agreement, this Agreement shall be construed solely as an offer to purchase from Purchaser, executed by Purchaser and provided to Seller for acceptance on the terms set forth herein, which acceptance and the existence of a binding agreement between Purchaser and Seller shall be evidenced by the execution hereof by Seller.

13.13. Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

13.14. Legal Representation. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question, it being expressly understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting thereof.

13.15. Relationship of Parties. The parties agree that their relationship is that of Seller and Purchaser, and that nothing contained herein shall constitute either party as being the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other

13.16. Cancellation. Seller gives notice to Purchaser that A.R.S. § 38-511 provides that Seller may, within three years after its execution, cancel any contract without penalty or further obligation made by Seller if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Seller is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In addition to the foregoing right to cancel a contract, Seller may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Seller from any other party to the contract arising as a result of the contract

Article 14
Acceptance by Seller

14.1. Acceptance. This offer to purchase shall be irrevocable until Seller accepts or rejects the same, or until _____, 2020, whichever comes first. Upon its acceptance by Seller, this offer shall constitute the agreement between the parties upon all of the terms and conditions contained herein. If Seller does not accept this offer by the above date, it shall be deemed rejected and the Earnest Money paid hereunder shall be returned to Purchaser.

Date of Offer: _____, 2020.

By _____

Its _____

[Purchaser]

Acceptance of Offer to Purchase

The foregoing offer to purchase is hereby accepted by the undersigned.

Date of Acceptance: _____, 2020

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

By _____

Its _____

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 2020.

CITY:
THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

Christopher A. Williams, Manager
Construction & Contracting Division

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Legal Description of Property

BEING A PORTION OF THE EAST 550 FEET OF THE NORTH 700 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CENTRE AVENUE WITH THE WEST RIGHT OF WAY LINE OF FOURTH STREET PER BOOK 22 OF MAPS ON PAGE 6 , OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID WEST RIGHT OF WAY LINE, SOUTH $00^{\circ}08'36''$ WEST, A DISTANCE OF 562.72 FEET;

THENCE SOUTH $88^{\circ}48'59''$ WEST, A DISTANCE OF 499.74 FEET TO THE WEST LINE OF THE EAST 550 FEET OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE UPON AND WITH SAID WEST LINE, NORTH $00^{\circ}10'32''$ EAST, A DISTANCE OF 573.35 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF CENTRE AVENUE;

THENCE UPON AND WITH SAID SOUTH RIGHT OF WAY LINE, SOUTH $89^{\circ}57'50''$ EAST, A DISTANCE OF 499.28 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 283,701 SQUARE FEET OR 6.513 ACRES OF LAND, MORE OR LESS.