REAL ESTATE PURCHASE AGREEMENT

SELLER: RSW Properties, LLC, an Arizona limited liability company

BUYER: CITY OF PEORIA, an Arizona municipal corporation

ESCROW AGENT: Security Title Agency, Inc. (Attn: Jason Bryant)

LOCATION: 8795 North 83rd Ave., Peoria, Arizona 85345

ESCROW NUMBER/ESCROW:

RECITALS

A. RSW Properties, LLC, (the "**Seller**") is the owner of certain real property located at 8795 North 83rd Ave. in the City of Peoria, Arizona (the "**Parcel**") and preliminarily described on Exhibit "A" hereto.

B. Seller desires to sell the Property and the City of Peoria, an Arizona municipal corporation (the "**Buyer**") desires to purchase the Property from Seller for its appraised fair market value as set forth in Section 2 herein (the "**Purchase Price**") pursuant to the terms and conditions contained in this Agreement.

C. Seller and Buyer are collectively referred to herein as the "**Parties**" or individually as a "**Party**."

D. The Parties intend to allow for the possibility of post-closing possession by the Seller as described below.

E. Buyer, in accordance with Article I, Section 3(1) of the Peoria City Charter, is authorized to acquire real property, and Buyer's City Council has considered the sale terms authorized by this Agreement and the direct consideration Seller will receive.

F. Upon execution of this Real Estate Purchase Agreement (this "**Agreement**") by Seller and Buyer, same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Seller and Buyer agree as follows:

TERMS OF AGREEMENT

1. Agreement. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller in accordance with the terms and conditions of this Agreement all of the following (collectively, the "**Property**"):

   (a) The Parcel located at 8795 North 83rd Ave., Peoria, Arizona 85345 (Assessor Parcel Number: 142-21-002G), more particularly described on Exhibit "A", together with any easements, if any, benefitting the Parcel and all rights, benefits, privileges and appurtenances pertaining to the Parcel, including but not limited to all improvements located on the Parcel, including but not limited to two existing warehouse/office buildings totaling 3,146 square foot (the "**Existing Buildings**") located on a 1.10 acre site.

   (b) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures affixed to the Real Property, including without limitation the Existing Buildings; (ii) all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Real Property; and (iii) all facilities used to provide any services to the Real Property and/or the structures affixed thereto (collectively, the "**Improvements**"), excluding those fixtures owned by Tenants or other occupants of the Property or vendors of the Improvements, if any. The Land, Improvements and all other right, title and interest described herein is collectively referred to as the "**Real Property**".

   (c) All tangible personal property and fixtures of any kind, if any, owned by Seller and located on the Real Property as of Closing and/or used in the operation or ownership of the Real Property (collectively, the "**Tangible Personal Property**").

   (d) All intangible personal property pertaining to the Real Property (collectively, the "**Intangible Personal Property**"), including but not limited to (i) any and all entitlements, development rights, contract rights, and all rights in and to all permits, licenses, authorizations and approvals; (ii) all plans, surveys, studies, specifications, renderings or diagrams of any kind, permits, documents, replacement reserves, licenses and approvals, if any, in Seller's possession with respect to the Real Property or Intangible Personal Property; (iii) to the extent they are transferable and to the extent Buyer elects to assume at Closing, all contracts and agreements, licenses and permits, if any, related to the repair, maintenance, operation and management of the Property, and all keys to the Improvements; and (iv) Seller's interests that are transferable, if any, in and to all warranties and guarantees relating to the Property, including without limitation, any roof warranties.

2. Purchase Price. The Seller has caused an appraisal of the Property, subject to existing site conditions (the "**Appraisal**"). The Purchase Price for the Property based on the Appraisal, shall be $1,210,000 (the "**Purchase Price**"). The Purchase Price shall be paid to Seller on the Closing Date, simultaneously with the delivery of the Deed, by federal funds wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Seller.

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3. Opening of Escrow and Close of Escrow. Escrow shall be opened when (i) one fully executed or counterparts of this Agreement executed by Seller and Buyer, respectively, have been delivered to Escrow Agent, and (ii) Buyer shall have deposited a sum equal to $121,000 (the "**Earnest Money**"), which shall be delivered to Escrow Agent within two (2) days after this Agreement is fully executed ("**Opening of Escrow**"). Escrow Agent shall advise Seller and Buyer, in writing, of the Opening of Escrow and the date thereof. Consummation of the purchase of the Property contemplated hereby (the "**Close of Escrow**" or "**Closing Date**") shall occur when each Party has executed and delivered such documents and performed such acts as are provided for herein. In no event will Close of Escrow occur more than thirty (30) days after the Opening of Escrow (the "**Closing Deadline**") unless otherwise extended as provided in this Agreement or by mutual written agreement of the parties. At or before Close of Escrow, all monies and documents required to be delivered under this Agreement shall be deposited in Escrow on or before 5:00 p.m. Arizona Time on the Closing Date. If by the Closing Deadline the Escrow Agent has not confirmed that Buyer has satisfied all Pre-closing Buyer Contingencies described in this Agreement, this Agreement shall automatically terminate without any further notices and the Earnest Money and any interest accrued shall be returned to Buyer.

   (a) Earnest Money. Subject to any provision of this Agreement requiring a different use, in the event the sale provided for in this Agreement is consummated, the Earnest Money (and all interest accrued thereon) shall, at Buyer's election, be applied by Escrow Agent toward the payment of the Purchase Price or returned to Buyer.

   (b) Due Diligence. Beginning on the Opening of Escrow, Buyer at its sole cost and expense shall have twenty (20) days to conduct Due Diligence (the "**Due Diligence Period**") including but not limited to:

      i. Environmental Contamination and Assessment of Property. Seller will disclose to Buyer, within ten (10) days of Opening of Escrow, any actual knowledge or information it has with regard to any current or historical environmental contamination of the Property. Notwithstanding Seller's obligation to disclose, Buyer shall have the right to obtain a Phase I Environmental Assessment (the "**Assessment**"). If the Assessment indicates that a Phase II Environmental Assessment ("**Phase II**") is warranted, Buyer may obtain the Phase II. If the Phase II concludes contamination exists, Buyer may elect to cancel this Agreement. Moreover, in no event shall an "as is" clause set forth within this Agreement affect the application of federal, state, or local law regarding environmental contamination or relieve Seller of its responsibility for remediating same as required under applicable federal, state, and local law, including remediation that may be required after Close of Escrow.

      ii. Other Investigation. To conduct, any other inquires, assessments, tests or investigations, material to its determination whether the Property is suitable for development and Buyer's purposes. Upon prior reasonable Notice to Seller, Seller shall permit access to the Property by Buyer to inspect and perform any such tests during the Due Diligence Period. Other than customary Phase 1 and geotechnical borings, Buyer must obtain Seller's written consent prior to conducting any invasive testing on the Property, which consent shall not unreasonably be withheld. Buyer shall conduct all such inspections, investigations, and tests and be responsible for returning the Property to substantially the condition in which it was prior to the time of any entry. Subject to the limitations of Subsection 3.b.(iii) below, if Buyer delivers its Due Diligence Approval Notice, then Buyer shall be deemed to have accepted the Property and waived any objections relating to matters within the scope of this Subsection 3.b.(ii). Buyer agrees to indemnify, defend, and hold harmless Seller for, from, and against any and all claims caused by Buyer's exercise of the rights granted by this Subsection 3.b.(ii), including, without limitation, any claims relating to mechanics' or materialmen's liens as a result of Buyer's activities pursuant to this Agreement. Buyer shall have the right, in its sole and absolute discretion, to confirm whether it will proceed with this transaction or terminate this Agreement for any reason or no reason whatsoever. If Buyer determines to proceed with this transaction, then, Buyer, on or prior to the expiration of the Due Diligence Period, shall deliver written Notice (the "**Due Diligence Approval Notice**") to Seller and Escrow Agent that Buyer has waived the due diligence contingency provided for in this Subsection 3.b.(ii). If Buyer fails to deliver the Due Diligence Approval Notice on or before 5:00 p.m. (Phoenix, Arizona time) on the date that the Due Diligence Period expires, this Agreement shall automatically terminate. Buyer may also deliver to Seller and Escrow Agent written Notice on or before the expiration of the Due Diligence Period that Buyer has determined not to proceed with this transaction and has elected to terminate this Agreement. Upon either such termination (or deemed termination), Escrow Agent shall return to Buyer the Earnest Money and all accrued interest.

iii. Notwithstanding anything in this Agreement to the contrary, Buyer shall not be responsible for any costs, damages, liabilities, losses, expenses, injuries, liens or claims (including, without limitation, reasonable attorney's fees) arising out of the results of: (i) any act or omission of Seller or its disclosed or undisclosed, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors, and attorneys or other advisors, and any successors or assigns (ii) any tests, or the results or findings or any such tests, or for the reporting of any test results required by law; (iii) any pre-existing adverse physical condition or defect of the Property not caused by Buyer, or its agents, employees, or contractors; or (iv) Buyer's election to terminate this Agreement as the result of any inspection pursuant to this Agreement. The provisions of this Subsection 3.b.(ii) shall survive the Closing or any termination of this Agreement.

iv. On or before the date that is ten (10) days after the Opening of Escrow, Seller shall deliver to Buyer copies of any information relating to the Property which are within Seller's possession or control, if any, including but not limited to: (i) soils and geological reports; (ii) environmental assessments; (iii) toxic or hazardous waste reports; (iv) grading plans; (v) engineering plans; (vi) improvement plans; (vii) infrastructure plans; (viii) ALTA, topographic and "as-built" surveys; (ix) maps; (x) plats and easement agreements; (xi) development agreements; (xii) utility agreements; (xiii) conditions of approval; (xiv) licenses and permits; (xv) studies; (xvi) drawings; (xvii) governmental correspondence; (xviii) copies of all casualty, liability and other insurance policies; copies of any claims filed against such insurance policies; copies of all insurance loss control reports; and copies of fire department inspection reports; (xix) records and documentation regarding building and project capital expenditures, operating expenses and/or any warranties and repairs (xx) expense statements and CAM reconciliations, if any, and any operating or capital budgets for the Property for the calendar year 2021, 2022 and 2023 year to date, and (xxi) all other documents or materials, if any, pertaining to the physical condition of the Property and/or the operation and maintenance of the Project thereon (collectively, the "**Property Information**"). Copies of any Property Information not within Seller's possession or control as of the Opening of Escrow, but which later come into Seller's possession or control prior to Closing shall be delivered to Buyer within ten (10) days thereafter, but in no event later than five (5) days prior to the Closing. Seller makes no warranty relating to the accuracy or completeness of any Property Information, and expressly disclaims any implied warranties relating to the Property Information.

(c) <u>Possession; Post-Closing Possession Agreement</u>. Upon Close of Escrow, Seller shall vacate the Property and deliver possession to Buyer, except upon mutual written agreement of the Parties and execution of a Post-Closing Possession Agreement substantially similar to Exhibit "C" prior to the Date of Closing, Seller may remain in possession of the Real Property subsequent to the Closing Date subject to the terms of the executed Post-Closing Possession Agreement. The provisions of this Section 3(c) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

(d) <u>Buyer Termination Rights</u>. Anything in this Agreement to the contrary notwithstanding, Buyer may, in its sole and absolute discretion, and for any reason or reasons or for no reason whatsoever, terminate this Agreement by delivering written Notice of such termination to Seller at any time during the Due Diligence Period. In the event of any such termination during the Due Diligence Period, all of the Earnest Money, and all of the interest accrued thereon, will be promptly paid to Buyer.

4. <u>Pre-closing Contingencies</u>. Parties acknowledge that the other Party's obligations to consummate the transaction contemplated by this Agreement and proceed with Closing are conditioned upon, among other things:

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(a) Buyer's Contingencies. Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the following conditions precedent to Closing ("**Buyer's Conditions to Closing**") (which may be waived by Buyer in a writing signed by Buyer):

i. Status of Title. Escrow Agent, as soon as is reasonably possible after execution of this Agreement, shall provide Buyer and Seller with a preliminary report of the title to the Property (the "**Commitment**") and a current ALTA/NSPS Survey of the Property (the "**Survey**"), disclosing all matters of record and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Owner's Policy described in Subsection 4(a)(v) of this Agreement (the Commitment also shall be suitable to serve as the basis for issuance of an ALTA extended form coverage lender's title insurance policy).

ii. If the Title Commitment shows, or the Survey discloses, any matters that are objectionable to Buyer, in its sole and absolute discretion, then Buyer will Notify Seller thereof, in writing, on or before the expiration of the Due Diligence Period, specifying the matters to which Buyer objects (collectively, "**Objectionable Matters**"). In such event, within (20) days of Notice, Seller will deliver to Buyer written Notice of which, if any, of the Objectionable Matters that Seller will cause to be insured or removed on or before the Closing; provided, however, that Seller will be under no obligation whatsoever to cause any of the Objectionable Matters to be insured or removed, other than as required by Seller's Mandatory Cure Obligation. Any Objectionable Matters that have been insured or removed on or before the expiration of the Due Diligence Period (or that Seller has notified Buyer, in writing, will be insured or removed on or before the Closing) will be "**Unpermitted Encumbrances**." Any matters that are shown on the initially issued Title Commitment or disclosed on the initially prepared Survey, and in each case to which Buyer does not timely object as provided in this Subsection 4(a)(ii) or that Seller has not notified Buyer, in writing, will be insured or removed on or before the Closing, will be "Permitted Encumbrances." Anything in this Subsection 4(a)(ii) or elsewhere in this Agreement to the contrary notwithstanding, all mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, security agreements, financing statements, and other financing-related or construction-related liens on the Property, in all cases only if and to the extent the same have been made by, through or under Seller, and all tax liens (other than the lien of real property taxes not yet due and payable), will conclusively be deemed to be Unpermitted Encumbrances and will be insured or removed by Seller, at its sole cost and expense, at or before the Closing (such obligation of Seller to insure or remove such items is herein called "**Seller's Mandatory Cure Obligation**").

iii. At such time as Buyer receives the Commitment (and any amended report adding additional title exceptions) and the Survey, Buyer shall have ten (10) business days after receipt of the Commitment and the Survey to object in writing to any matter shown in the Commitment or the Survey. If Buyer fails to object within the ten (10) business days, the condition of title to the Property shall be deemed approved by Buyer. In the event Buyer does object in writing to any matter disclosed in the Commitment or the Survey, Seller may, but shall not be required to attempt to remove such objection before Close of Escrow. If Seller fails to notify Buyer within five (5) business days after receipt of such objections that Seller has elected to eliminate the objectionable matters prior to the Closing, such failure shall be deemed Seller's election not to eliminate any such matter. If Seller notifies Buyer in writing of its election not to eliminate any such objectionable matter or is deemed to have elected not to eliminate any such matter, Buyer shall elect within five (5) business days after receipt of Seller's notice (or, if applicable, five (5) business days after the date on which Seller is deemed to have elected not to eliminate any such matter) to either: (i) cancel this Agreement and receive the return of all Earnest Money paid, together with any interest accrued thereon; or (ii) proceed with this Agreement waiving and taking title subject to such matters. Failure to give notice to Seller of Buyer's election shall constitute an election to waive the objection and proceed with this Agreement. If Seller timely elects to eliminate a disapproved exception from the Commitment prior to the Closing, Seller shall be obligated to do so by either causing such disapproved exception to be eliminated entirely from the Commitment or to be endorsed over in form and substance reasonably acceptable to Buyer.

iv. In addition to the Survey, Buyer, at its sole cost and expense, may order a separate plat of survey of all of the Property, which has been (i) prepared by a registered land surveyor duly licensed in the State of Arizona, and (ii) certified to Buyer and the Title Company, as having been prepared in compliance with the Minimum Standard Detail Requirements for Class A Land Title Surveys (jointly established by ALTA/NSPS, as adopted in 2021) and sufficient for the deletion of all survey-related general exceptions under the Title Policy and to include such Table A Items as Buyer may require.

v. Upon and as a condition to Buyer's obligation to close Escrow, Escrow Agent shall be unconditionally committed as of the Closing to furnish to Buyer an ALTA extended coverage owner's policy of title insurance issued by Buyer's Chosen title insurer with a limit of liability in the amount of the Purchase Price, insuring that fee title to the Property is vested in Buyer subject only to the Permitted Exceptions (defined below) (the "**Owner's Policy**");

vi. Seller's representations and warranties set forth in this Agreement are materially true, complete and correct on and as of the Closing;

vii. Seller shall have fully performed and complied in all material respects with its obligations, covenants and agreements under this Agreement and all permits, licenses, approvals, laws, regulations, and orders applicable to the Property; and

viii. All other conditions set forth in this Agreement in Buyer's favor shall have been satisfied as of Closing.

ix. Failure of a Buyer's Condition to Closing. If the Closing fails to occur on or prior to the Closing Date because a Buyer's Condition to Closing is not satisfied, then then in addition to any other remedy available to Buyer, Buyer may elect by written Notice delivered to Seller and Escrow Agent on or before 5:00 p.m. (Phoenix, Arizona time) on the Closing Date to either: (i) waive all unsatisfied Buyer's Conditions to Closing and proceed with the Closing on that date which is five (5) business days after the Closing Date (provided that Seller also agrees in writing to waive such condition if such condition also is a Seller's Condition to Closing); or (ii) terminate this Agreement whereupon Seller and Buyer shall have no further rights or obligations under this Agreement except those rights and obligations that are specifically stated in any of the provisions of this Agreement to survive any termination of this Agreement. If Buyer fails to deliver the written Notice described in the preceding sentence and proceeds with Closing hereunder, then Buyer shall be deemed to have elected the waiver under Section 4.(a)x. If the Agreement is terminated by Buyer due to a failure of any of the Buyer's Conditions to Closing above, the Earnest Money and all interest earned shall promptly be refunded to Buyer (even if such termination is after the expiration of the Due Diligence Period)..

(b) Seller's Contingencies. Seller's obligation to consummate the transactions contemplated by this Agreement and to proceed with Closing is subject to satisfaction of all of the following conditions precedent to Closing (collectively, "**Seller's Condition to Closing**") (which may be waived by Seller in a writing signed by Seller or its duly authorized agent):

i. Buyer has materially performed all of its obligations to be performed by Buyer on or before the Closing;

ii. Buyer's representations and warranties set forth in this Agreement are materially true, complete, and correct on and as of the Closing; and

iii. Failure of a Seller's Condition to Closing. If the Closing fails to occur on or prior to the Closing Date because a Seller's Condition to Closing is not satisfied and if such failure of condition does not constitute a default by Buyer under this Agreement then Seller shall elect to either: (i) waive all unsatisfied Seller's Conditions to Closing and proceed with the Closing; or (ii) terminate this Agreement whereupon Escrow Agent will return the Earnest Money to Buyer, and Buyer and Seller shall have no further rights or obligations under this Agreement except those rights and obligations that are specifically stated in any of the provisions of this Agreement to survive any termination of this Agreement.

5. Closing.

(a) Closing; Closing Date. The consummation of the purchase and sale ("**Closing**") of the Property under this Agreement will occur on or before February 16th , 2024 (such actual date being the "**Closing Date**"), or such other date as Buyer and Seller may mutually agree in writing. If the initially scheduled Closing Date does not fall on a business day, then the Closing Date will be the next business day thereafter.

(b) Action by Seller. On or before the Closing Date (or such earlier date as otherwise required by this Agreement), Seller shall deliver or cause to be delivered to Escrow Agent (if not otherwise delivered prior thereto) all of the following instruments dated as of or prior to the Closing Date (or such earlier date as otherwise required by this Agreement), fully executed by Seller and, if appropriate, acknowledged:

i. A Special Warranty Deed in the form of Exhibit B attached hereto (the "**Deed**"), conveying title to the Real Property to Buyer;

ii. Affidavit of Value for the Real Property;

iii. If applicable, an Affidavit of Non-Foreign Person (the "**Non-Foreign Affidavit**");

iv. Such other funds, instruments, or documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement; and

v. In addition to the foregoing documents, Seller shall also deliver directly to Buyer (or to an agent designated by Buyer) concurrently with Closing, to the extent in Seller's possession or reasonable control, (a) key codes, alarm codes, and keys to all locks located in or about the Property, and (b) originals of any building permits, certificates of occupancy, or other official documents or correspondence relating to the ownership, operation, maintenance and/or management of the Property, and (c) originals of any other items which Seller was required to furnish Buyer copies of or make available at the Property pursuant to this Agreement, to the extent in Seller's possession. Seller shall deliver possession of the Property to Buyer as required hereunder.

(c) Action by Buyer. On or before the Closing Date (or such earlier date as otherwise required by this Agreement), Buyer shall deliver or cause to be delivered to Escrow Agent (if not otherwise delivered prior thereto) all of the following funds and instruments dated as of or prior to the Closing Date (or such earlier date as otherwise required by this Agreement), fully executed and acknowledged by Buyer (as applicable):

i. All funds referred to in Section 2 necessary to pay the Purchase Price;

ii. Affidavit of Value for the Real Property; and

iii. Such other funds, instruments, or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

(d) Action by Escrow Agent. Upon Buyer's and Seller's compliance with the requirements of Sections 5(b) and (c) above (as applicable), Escrow Agent shall take all necessary action at the Closing to close the transaction with respect to the Property, including, without limitation:

i. Record the Deed (together with the Affidavit of Value);

ii. Disburse funds in accordance with this Agreement and any settlement statement approved in writing by Buyer and Seller at the Closing; and

iii. Take such other actions as are reasonably necessary to comply with the obligations to be performed by Escrow Agent at the Closing pursuant to this Agreement.

iv. Should the Parties execute a Post-Closing Possession Agreement pursuant to Section 3(c), Escrow Agent will withhold $25,000 (the "**Deposit**") from the purchase price as a security deposit to be held by Escrow Agent in escrow to ensure Seller's compliance with the Post-Closing Possession Agreement. Upon expiration of the Post-Closing Possession Agreement, the Escrow Agent shall release the Deposit or any remaining portion thereof to the Seller when all of the following have occurred (collectively the "**Post-Closing Conditions**"): 1. Buyer confirms to Escrow Agent that Seller has peacefully surrendered possession of the Property to the Buyer by the date agreed upon in the Post-Closing Possession Agreement; 2. Buyer confirms to Escrow Agent that upon Seller's peaceful surrender of the Property, the Property was in the same condition as it was at the Closing Date; and 3. Buyer confirms to Escrow Agent that Seller has paid to Buyer any and all costs, or fees as described in the Post-Closing Possession Agreement. If these conditions have not been satisfied, Escrow Agent shall, without prejudicing any other legal rights and remedies of Buyer, pay to Buyer all or any part of the Deposit to offset any and all costs, fees, or penalties that the Seller owes to Buyer as a result of Seller's failure to abide by the Post-Closing Possession Agreement. If within thirty (30) days of the termination of the Post-Closing Possession

Agreement, Buyer has not confirmed to the Escrow Agent that the Post-Closing Conditions have been satisfied, Buyer will be considered to have waived those conditions and the Escrow Agent shall return the Deposit to Seller. The provisions of this Section 5(d)(4) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

6. Representations and Warranties of Seller. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that all of the following are true and correct on and as of the Effective Date (defined below), and will continue to be true and correct as of the Closing Date, which representations and warranties will survive the termination of this Agreement and the Closing and delivery of the Deed for a period of six months ("**Survival Period**"):

   (a) Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Arizona. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken, or (as applicable) will be taken by the Closing Date, by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. No further consent of any creditors, partners, members, managers, directors, officers, or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Seller's obligations hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed on behalf of Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

   (b) There are no condemnation or eminent domain proceedings and no negotiations for purchase in lieu of condemnation that pertain to the Property or any portion thereof, which are pending, threatened, or contemplated.

   (c) Seller is not a party to any agreement, contract, or commitment to sell, convey, let, assign, transfer, or provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, the Property or any portion thereof, or any interest therein or occupancy right thereto.

   (d) There is no action, proceeding, or investigation pending or threatened against Seller, or with respect to the Property or any portion thereof, before any court or governmental department, commission, board, agency, or instrumentality.

   (e) Seller has not received notice of any, and there are no pending or contemplated special assessments, tax appeals or tax classification changes relating to any of the Property or any portion thereof.

(f) No leasing, sales or other broker's fees or commissions of any nature are, or will become due or owing after the Closing Date to any person, firm, corporation, or entity claiming by, through or under Seller.

(g) There are no Hazardous Materials located at, on or under the Property, or any portion thereof, in violation of any applicable laws. The term "**Hazardous Materials**" will mean any hazardous substances or hazardous materials, the presence of which would subject an owner or occupant to civil or criminal penalties or damages, or responsibility for clean-up of such substances under applicable laws, including, without limitation, any material or substance that is:

i. a "hazardous waste," a "toxic waste," a "hazardous substance," a "toxic substance," an "extremely hazardous waste," a "restricted hazardous waste," a "chemical substance," or a "hazardous chemical," as such terms are defined under any environmental laws, ordinances or regulations governing or controlling the Property or any portion thereof;

ii. petroleum or petroleum waste, including, without limitation, crude oil or any petroleum derived substance or constituent of any such petroleum substance or waste;

iii. asbestos or asbestos containing materials;

iv. polychlorinated biphenyl;

v. radioactive material; or

vi. pesticides.

(h) There are no orders from or agreements with any governmental authority or private party or any judicial or administrative proceedings or investigations, whether pending or threatened, respecting any environmental requirements under any applicable laws relating to the Property or any portion thereof, nor pending or threatened claims or matters involving material liabilities, obligations or costs arising from the existence, release or threatened release of any Hazardous Materials at, on or under the Property.

(i) If at any time prior to the Closing Date, either Seller or Buyer learns of any material inaccuracy in any of the foregoing representations or warranties, it will promptly Notify the other Party thereof, in writing. Seller will then have the right, but not the obligation and at no cost or expense to Seller, prior to the later of the then-scheduled Closing Date or the 10th business day after delivery of the written Notification (by either Seller or Buyer), to attempt to cure such inaccuracy. During the time period described in the immediately preceding sentence, Seller will Notify Buyer, in writing, either that (1) Seller will not attempt to effect a cure of the inaccuracy, (2) Seller had attempted to cure, but was unable to do so, or (3) Seller has cured the inaccuracy (which cure may include, without limitation, Notifying Buyer of a fact or circumstance of which Seller did not previously have knowledge). Seller's failure to deliver such written Notification will be deemed to mean that the inaccuracy has (and will) not be cured by Seller (either under the foregoing clause (1) or (2)). If the inaccuracy has not been cured within the foregoing time period, then Buyer may elect, in its sole and absolute discretion and as its sole and exclusive remedy, either (1) agree with Seller on an alternative curative measure that is acceptable to Seller; or (2) to waive the breach and proceed to consummate the transaction contemplated under this Agreement, without any deduction from or adjustment to the Purchase Price; or (3) to terminate this Agreement and receive a prompt refund of all of the Earnest Money and any and all interest earned thereon (even if such termination is after the expiration of the Due Diligence Period).

(j) Transition Matters.

i. Covenant Not to Encumber Property. Seller covenants and agrees not to place or permit to be placed any additional liens, leases, encumbrances, or easements against the Property following Opening of Escrow unless consented to by Buyer in writing, which consent may be withheld in Buyer's sole and absolute discretion. Any breach by Seller of the covenant in the immediately preceding sentence shall constitute a default by Seller of this Agreement, and notwithstanding any limitations set forth in the rights or remedies of Buyer in this Agreement, Buyer shall have as an additional right and remedy the right to specifically enforce this covenant to cause such additional lien, encumbrance or easement to be abandoned, extinguished or otherwise removed from the title to the Property (at Seller's sole cost and expense, with such cost and expense to be deducted from the Purchase Price and/or paid off by Seller at the Closing).

ii. Maintenance of Improvements and Operation of Property. Seller shall keep its customary property insurance covering the Property in effect until the Closing. Subject to the terms and conditions of this Agreement, Seller shall maintain all Improvements substantially in their present condition (ordinary wear and tear, casualty and condemnation excepted) and shall operate and manage the Property in a manner consistent with Seller's practices in effect prior to the Opening of Escrow.

iii. Service Contracts; Leases. Seller covenants and agrees to legally terminate all service contracts, if any, as of the Closing. Seller shall not enter into any occupancy agreements or leases prior to the Closing, and the Property shall be delivered free and clear of any rights of parties in possession.

iv. Signage; Parking. If applicable, at Closing, Seller shall cause the rights to any existing signage and parking rights pertaining to the Property to be transferred to Buyer, such that Buyer may use such existing signage and parking.

v. Taxes. Unless Seller is exempt, Seller agrees to pay any transaction privilege or other taxes, if any, relating to the Property prior to delinquency and in any event prior to Closing.

vi. Between the Effective Date and the Closing Date, Seller will:

i. not actively solicit, entertain, or negotiate with respect to any offers for the sale of the Property or any portion thereof;

ii. exercise commercially reasonable efforts to comply with all laws, ordinances, regulations, and restrictions affecting the Property or any portion thereof;

iii. comply with the terms of all leases, licenses, easements, and other similar encumbrances affecting the Property or any portion thereof; and

iv. not create or permit to be created any lease, license, easement, or other similar encumbrance in any way affecting the Property or any portion thereof.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that all of the following are true and correct on and as of the Effective Date, and will continue to be true and correct as of the Closing Date, which representations and warranties will survive the termination of this Agreement and the Closing and delivery of the Deed for the Survival Period:

(a) Buyer is an Arizona municipal body politic and corporate in perpetuity duly organized and validly existing and in good standing under the laws of the State of Arizona. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken, or (as applicable) will be taken by the Closing Date, by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. Once approved by the Peoria City Council, no further consent of any creditors, partners, members, managers, directors, officers, or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Buyer's obligations hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Buyer has the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed on behalf of Buyer are and will be valid, legally binding obligations of and enforceable against Buyer in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, funding requirements, moratorium laws, or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) To the actual knowledge, without independent inquiry or investigation, of Buyer, there is no action, proceeding or investigation pending or threatened against Buyer before any court or governmental department, commission, board, agency, or instrumentality with respect to the Property or any portion thereof, or that would materially impair Buyer's obligations under this Agreement.

8. Conditions of Closing.

(a) Buyer's Closing Conditions. The obligation of Buyer to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

i. Buyer or the Title Company, as applicable, will have received the items set forth in Section 4(a) hereof;

ii. All representations and warranties of Seller will be true and correct as of the Closing Date; and

iii. Seller will have complied with and fulfilled all terms and conditions of this Agreement.

(b) Seller's Closing Conditions. The obligation of Seller to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

i. Seller or the Title Company, as applicable, will have received the items set forth in Section 4(b) hereof;

ii. All representations and warranties of Buyer will be true and correct as of the Closing Date; and

iii. Buyer will have complied with and fulfilled all terms and conditions of this Agreement.

9. Closing; Fees, Taxes, and Assessments; Costs.

(a) Owner's Policy. At Close of Escrow, Escrow Agent shall be unconditionally committed to issue to Buyer the Owner's Policy. In connection with the Owner's Policy, Seller shall pay an amount equal to the premium for a standard coverage owner's policy for Buyer, and Buyer shall pay the remainder of the premium for the ALTA extended coverage owner's policy for Buyer and for any endorsements to the Owner's Policy requested by Buyer and the additional cost shall be borne by Buyer, including without limitation the cost for obtaining any necessary survey or updated survey.

(b) Escrow Fees. At Close of Escrow, Seller and Buyer shall each pay one-half of the escrow fees incurred in connection with this transaction. All other closing costs and recording fees shall be allocated between Buyer and Seller according to the prevailing custom in Maricopa County, Arizona, as determined by Escrow Agent. All non-delinquent real property taxes and any other assessments (including any assessments payable to any association governing the Project) to or charges against the Property shall be paid by Seller prorated to Close of Escrow based upon the most recent assessments.

(c) Utilities. At Close of Escrow, Seller shall have utility meters read as of the Closing Date and shall be responsible for all utility services to the Property until the Closing Date, including without limitation, water, electric, telephone and fuel charges. Buyer shall open new accounts and tender new deposits to the utility companies effective as of the Closing Date.

(d) General Real Estate Taxes. At Close of Escrow, general real estate taxes for the Parcel (including, without limitation, ad valorem taxes), general and special assessments, and other expenses and charges with respect to the Property, will be prorated as of the Closing Date, on the basis of 100% of the then most recent ascertainable tax bills (as applicable); provided, however, that if any of such taxes will not be payable by Buyer after the Closing, then there will be no proration thereof. Such proration will be final and binding on Seller and Buyer, and there will be no re-proration of such general real estate taxes, general or special assessments, or other expenses and charges.

(e) Pending Tax Contests. From and after the Effective Date, Seller will not withdraw, settle, or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property or any portion thereof, without the prior written consent of Buyer, which consent will not be unreasonably withheld, conditioned, or delayed. Real estate tax assessment reductions, tax refunds, and credits received after the Closing Date, which are attributable to the tax year during which the Closing Date occurs, will be prorated between Seller and Buyer, which right and obligation will survive the termination of this Agreement and the Closing and delivery of the Deed.

(f) Closing Costs; Transfer Taxes. At Close of Escrow, buyer will pay any cost to record the Deed, and all real estate transfer taxes (if any) imposed by an applicable governmental authority with respect to the sale of the Property hereunder. Further, each of Seller and Buyer will bear all of its own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated herein (other than as set forth in this Section 9 hereof). All other costs and expenses relating to the transaction contemplated herein will be paid as set forth in this Agreement or, if not set forth, in accordance with the customary practice in Maricopa County, Arizona.

10. Default.

(a) Default by Seller. IF SELLER BREACHES ITS OBLIGATION TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS

AGREEMENT, OR OTHERWISE DEFAULTS IN ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT, AND SUCH BREACH OR OTHER DEFAULT CONTINUES FOR TWO (2) BUSINESS DAYS AFTER BUYER'S DELIVERY TO SELLER OF WRITTEN NOTICE THEREOF, THEN BUYER'S SOLE AND EXCLUSIVE REMEDY WILL BE EITHER TO: (I) TERMINATE THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE TO SELLER AND THE TITLE COMPANY, IN WHICH CASE THE TITLE COMPANY WILL RETURN THE EARNEST MONEY AND ANY AND ALL ACCRUED INTEREST THEREON TO BUYER, WHEREUPON THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS WITH RESPECT TO EACH OTHER OR THIS AGREEMENT, EXCEPT THOSE THAT ARE EXPRESSLY PROVIDED IN THIS AGREEMENT TO SURVIVE THE TERMINATION HEREOF; OR (II) CONTINUE THIS AGREEMENT AND SEEK SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER PROVIDED, AND ANY AND ALL COSTS ASSOCIATED WITH PURSUING THIS REMEDY, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE MUST BE COMMENCED WITHIN SIXTY (60) DAYS AFTER SUCH DEFAULT (FAILING WHICH BUYER WILL BE DEEMED CONCLUSIVELY TO HAVE WAIVED THE RIGHT TO INSTITUTE SUCH ACTION). SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE PROPERTY IS UNIQUE IN NATURE AND A BREACH BY SELLER IN ITS OBLIGATION TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT WILL MATERIALLY AND IRREPARABLY INJURE, AND RESULT IN THE SUFFERING OF A MATERIAL LOSS BY BUYER, AND THAT SUCH INJURY AND LOSS CANNOT BE FULLY OR ADEQUATELY COMPENSATED BY THE PAYMENT OF MONEY OR BY AN AWARD OF DAMAGES. EACH PARTY THEREFORE ACKNOWLEDGES AND AGREES THAT IF SELLER SHOULD BREACH ITS OBLIGATIONS TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY HEREUNDER, BUYER WILL BE ENTITLED TO THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

(b) Default by Buyer. IF BUYER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR TWO (2) BUSINESS DAYS AFTER SELLER'S DELIVERY TO BUYER OF WRITTEN NOTICE THEREOF, THEN SELLER'S SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE THIS AGREEMENT AND RECEIVE ALL OF THE EARNEST MONEY AND ANY AND ALL ACCRUED INTEREST THEREON AS LIQUIDATED DAMAGES. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER IN THE EVENT BUYER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY HEREUNDER. SELLER AND BUYER THEREFORE AGREE THAT A REASONABLE PRESENT ESTIMATE OF THE NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT BUYER BREACHES SUCH

OBLIGATION IS AN AMOUNT OF MONEY EQUAL TO ALL OF THE EARNEST MONEY AND ALL ACCRUED INTEREST THEREON, WHICH WILL BE THE FULL, AGREED LIQUIDATED DAMAGES.

11. Brokerage. Seller and Buyer agree as follows: Seller warrants and represents that it has entered into a separate agreement with any party who is or may be legally entitled to a brokerage commission, finder's fee, or other like payment in connection with this Agreement and that Buyer will not be responsible for any such fee. Buyer warrants and represents that it has not dealt with any party who is or may be legally entitled to a brokerage commission, finder's fee, or other like payment in connection with this Agreement. Each Party, on demand, agrees to indemnify and hold the other harmless for, from, and against any and all loss, cost, damage, claim, liability, and expense (including but not limited to court costs and reasonable attorneys' fees) that may result if the indemnifying Party's warranty and representation set forth above proves to be untrue, incomplete, or misleading. The provisions of this Section 11 shall survive Close of Escrow (but not the termination) of this Agreement.

12. Survival of Representations and Warranties. All representations and warranties contained in this Agreement are true on and as of the date so made, will be true in all material respects on and as of the Closing Date, and will survive Close of Escrow and execution, delivery, and recordation of the Deed. In the event that any representation or warranty by a Party is untrue, the other Party shall have all rights and remedies available at law, in equity, or as provided in this Agreement.

13. No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller, or relating in any way to the Property.

14. Condemnation; Risk of Loss. In the event of the condemnation (or sale in lieu of condemnation) of any part of the Property prior to Close of Escrow, Buyer shall have the right either: (i) to cancel this Agreement by written Notice to Seller and Escrow Agent in which event there shall be returned to Buyer the Earnest Money and all interest thereon, all documents shall be returned to the Party who deposited them and thereafter this Agreement shall be of no further force or effect whatsoever, or (ii) to proceed with this transaction, in which event Buyer shall be entitled to receive all proceeds of the condemnation (or sale in lieu of condemnation).

15. Indemnification and Liabilities. Subject to the limitations and other provisions contained in this Agreement, Seller shall, and it hereby does, indemnify and agree to pay, defend, and hold harmless Buyer for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission or willful misconduct of Seller pertaining in any manner to the Property for the period of time prior to the Close of Escrow. Buyer does not agree to assume any liability, encumbrance, or obligation of any kind or character whatsoever relating in any manner to all or any part of the Property arising prior to the Close of Escrow: (i) except as specifically provided herein; and (ii) except that Buyer agrees to pay, defend, indemnify, and hold

harmless Seller for, from and against any liability, obligation, action, suit, judgment, fine, award, loss, claim, demand, or expense (including attorneys' fees) arising from any act or omission of Buyer, Buyer's agents, and employees. The provisions of this Section 15 shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

16. Miscellaneous. The following additional provisions apply to this Agreement:

(a) Amendments and Interpretation. This Agreement may not be amended except by a formal writing executed by both Parties. The City's City Manager may exercise his or her administrative authority to correct scrivener's errors, administer, and execute amendments to this Agreement, without seeking additional approval from the City Council. The provisions of this Section 16(a) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

(b) Severability. Upon mutual written agreement of the Parties, if any term, condition, covenant, stipulation, agreement, or provision in this Agreement is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement, or provision shall in no way affect any other term, condition, covenant, stipulation, agreement, or provision of this Agreement. The provisions of this Section 16(b) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

(c) No Partnership. This Agreement shall not be construed as creating a joint venture, partnership, or any other joint arrangement between Buyer and City.

(d) Further Instruments and Documents. Each Party hereto shall, promptly upon the request of the other Party or Escrow Agent, acknowledge and deliver to the other Party or Escrow Agent any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of the Agreement.

(e) Notices. Notices hereunder (each, a "**Notice**") shall be given in writing delivered to the other Party or other applicable person or entity, or mailed by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other reliable overnight courier service that confirms delivery. With respect to the Parties, a Notice shall be addressed to a Party as follows:

To Buyer:

Henry Darwin, City Manager
City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

With a copy to:

Emily Jurmu, City Attorney
8401 West Monroe Street
Peoria, Arizona 85345

LCON_________________

To Seller:

Dennis Wahl
RSW Properties, LLC
8795 North 83rd Ave.,
Peoria, Arizona 85345
Phone: 602-616-5699

To Escrow Agent:

Jason Bryant
Security Title Agency, Inc.
2415 East Camelback Road
Phoenix, AZ 85016
Phone: 602-230-6257

Service of any Notice by mail in accordance with the foregoing shall be deemed to be complete three (3) days (excluding Friday, Saturday, Sunday, and legal holidays) after the Notice is deposited in the United States mail. Service of any Notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive. The provisions of this Section 16(e) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

(f) Payments. Payments shall be made and delivered in the same manner as Notices and shall be effective at the same time that a Notice would be deemed effective under Section 16(e).

(g) Integration Clause; No Oral Modification. The Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other written or verbal agreements between the Parties with respect to the Property. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all Parties hereto.

(h) Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. Parties have been represented by legal counsel, both Parties have participated in the drafting of this Agreement, and this Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against either Party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Buyer or Seller.

(i) Section Headings. The section headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of the Agreement.

(j) No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to the Agreement nor have any right or cause of action hereunder. City shall have no liability to third parties for Seller's negligence, Seller's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

(k) Exhibits. All exhibits attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

(l) Days. If the last day of any time period stated in this Agreement or the date on which any obligations to be performed under this Agreement falls on a Friday, Saturday, Sunday, or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Friday, Saturday, Sunday, or legal holiday.

(m) Attorneys' Fees. If legal action is brought by a Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker. The provisions of this Section 16(m) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

(n) Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

(o) Venue & Jurisdiction. Legal actions regarding and related to this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. Seller and Buyer agree to the exclusive jurisdiction of such courts. Claims by Buyer shall comply with time periods and all other requirements of Buyer's claims procedures from time to time.

(p) No Liability of City Officials. Notwithstanding any other language in the Agreement, no City Council Member, officer, director, trustee, partner, principal, member, employee, agent, affiliate, official, representative, attorney, or employee of the City shall be personally liable to Seller, or to any successor in interest to Seller, in any way whatsoever including without limitation in the event of Default by the Buyer, for any amount that may be come due to Seller or its successors, or with respect to any obligation of the Buyer under the terms of the Agreement. The provisions of this Section 16(p) shall survive Close of Escrow, execution, delivery, and recordation of the Deed.

(q) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

(r) Effective Date of Agreement. The effective date of this Agreement shall for all purposes be the date of the signature of the last Party to sign this Agreement.

(s) Time is of the Essence. Time is hereby declared to be of the essence for the performance of all conditions and obligations under this Agreement.

(t) Arizona Law Provisions. To the extent required by Arizona State law:

i. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement, that is prohibited by law. This Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

ii. Buyer certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in § 35-393, Arizona Revised Statutes, of Israel.

iii. To the extent applicable under A.R.S. § 41-4401, Buyer warrants compliance with all federal immigration laws and regulations that relate to their employees and contractors and their compliance with the e-verify requirements under A.R.S. § 23-214(A). The failure by Buyer to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

iv. To the extent applicable under A.R.S. § 35-394, Buyer hereby certifies it does not currently, and for the duration of this Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

[Signatures Appear on Following Pages]

LCON_________________

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

BUYER:

CITY OF PEORIA, an Arizona municipal corporation

Date: ____________________________

By:
Henry Darwin, City Manager

ATTEST:

By:
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:
Emily Jurmu, City Attorney

SELLER:

RSW Properties, LLC, an Arizona limited liability company

By:
Name: Dennis Wahl
Title: Manager

Date:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of ________________________, 2024, before me, a Notary Public, personally appeared Dennis Wahl, Manager of RSW Properties, LLC, an Arizona limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that they have executed the same. If this person's name is subscribed in a representative capacity, it is for the seller named and in the capacity indicated.

Notary Public

[Seal]

EXHIBIT A

Legal Description of the Property

BEG AT NW COR SW4 NW4 SEC 35 TH S 179F E 323F N 179F W 323F TO POB EX W 55F RD

EXHIBIT C

Form of Special Warranty Deed

When recorded, return to:

Emily Jurmu, City Attorney
8401 West Monroe Street
Peoria, Arizona 85345

EXEMPT FROM AFFIDAVIT AND FEES PURSUANT TO A.R.S. § 11-1134, A.3.

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration received, RSW Properties, LLC, an Arizona limited liability company ("**Grantor**"), does hereby grant and convey to CITY OF PEORIA, an Arizona municipal corporation ("**Grantee**"), the following described real property (the "**Real Property**") situated in Maricopa County, Arizona:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

TOGETHER WITH, all buildings, structures and improvements located on the Real Property, including, without limitation, to the extent owned by Grantor: (i) all irrigation ditches, gates, valves, pumps, tanks, and wells; (ii) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, water rights, and air rights; (iii) all oil, gas, and mineral rights not previously reserved; (iv) any rights of Grantor to any adjoining strips or gores of property and any land lying within the bed of any adjoining street, alley, right-of-way, or waterway; and (v) any other rights or privileges appurtenant to such Real Property or used in connection therewith.

SUBJECT TO: current real property taxes and other assessments not yet due and payable; patent reservations; and all easements, rights of way, covenants, conditions, restrictions, declarations, and other matters as may appear of record, and all matters that an accurate survey of the Real Property would disclose, and the applicable zoning and use laws and regulations affecting the Real Property.

AND Grantor hereby binds itself to warrant and defend the title to the Real Property against all of the acts of Grantor and no other, subject to the matters above set forth.

DATED this __________ day of , 2024.

[Signature Page Follows]

GRANTOR:

RSW Properties, LLC, an Arizona limited liability company

By:
Name: Dennis Wahl
Title: Manager

Date:

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of ________________________, 2024, before me, a Notary Public, personally appeared RSW Properties, LLC, Manager of RSW Properties, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that they have executed the same. If this person's name is subscribed in a representative capacity, it is for the seller named and in the capacity indicated.

Notary Public

[Seal]