



# Maricopa County

Department of Transportation

## INVITATION TO BID AT PUBLIC AUCTION (BID PACKAGE)

### PUBLIC AUCTION OF EXCESS VACANT LAND

+/- 3.0621 acres or +/- 133,387 square feet

MCDOT Item No. X-0270-EX1

Located at: SWC of N. 115<sup>th</sup> Ave. & W. Happy Valley Rd.

Minimum bid: \$470,000.00

Map



Please refer to legal description for exact boundary

**AUCTION DATE & TIME:**  
**Monday, July 18<sup>th</sup>, 2022 at 11:00 AM**  
**Flood Control District of Maricopa County**  
**2801 W. Durango Street, Phoenix, Arizona 85009**

## **GENERAL INFORMATION:**

**MARICOPA COUNTY** will hold a public auction of vacant land at 11:00 AM on Monday, July 18<sup>th</sup>, 2022. The minimum acceptable bid will be **\$470,000.00**. The title will transfer by a Special Warranty Deed.

## **SUBJECT PROPERTY INFORMATION:**

- A. Assessor's Parcel No(s):** 201-21-048C
- B. Location:** SWC of N. 115<sup>th</sup> Ave. & W. Happy Valley Rd., Maricopa County
- C. Size:** 3.0621+/- ac or 133,387+/- sf
- D. Shape of Property:** Irregular
- E. Legal Description:** see Exhibit "A" incorporated herein
- F. Present use:** vacant land
- G. Zoning:** RU-43, Maricopa County
- H. Floodplain determination:** see Exhibit "B"
- I. Title Report:** A recent title report is provided herein for reference only. The County makes no representation or warranty based upon these documents.
- J. Access to property:** Bidder shall not access the property prior to Close of Escrow unless Bidder has first obtained a Right of Entry from Seller. Any Right of Entry issued by Seller to Bidder shall contain a condition allowing a representative of the Seller to be present at all times Bidder accesses the Property.

## **AUCTION INFORMATION:**

### **A. DATE, TIME, LOCATION:**

Auction will be held on **Monday, July 18<sup>th</sup>, 2022** promptly at **11:00 a.m.** local time in the Adobe, Harquahala and New River Conference room in the **FLOOD CONTROL DISTRICT OF MARICOPA COUNTY ADMINISTRATION BUILDING** located at 2801 West Durango Street, Phoenix, Arizona 85009.

- Please arrive one-half hour prior to the beginning of the auction for registration.
- Entrance to the bidding location is on the south side of the building.
- A map showing the building location is provided at end of this package.

### **B. Seller Representations: COUNTY** makes no representations whatsoever regarding conditions or features of the subject property, zoning, access, availability of utilities or development potential of the site.

**COUNTY** reserves the right to reject any and all bids for any reason prior to or following the auction.

**COUNTY** is a political subdivision of the State of Arizona, and therefore is exempt from paying real property taxes. Upon completion of the recording of the conveyance deed to the successful bidder, and the change of the records at the office of the Maricopa County Assessor, a tax bill may be due by the new owner of record for the balance of calendar year of the purchase.

### **C. Bidding:** All bidding is open to the public without regard to race, color, age, sex, religion, national origin, handicap, or marital status. In order to enter a bid on behalf on another party, the bidder must be a purported agent for the other party with a properly prepared and notarized special power of attorney.

### **D. Bidder Acknowledgement:** By registering to bid, each bidder expressly warrants that neither he/she nor their associates have, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this public auction.

### **E. Bidder Acknowledgement Form:** Bidder will provide at registration their signed BIDDER ACKNOWLEDEMENT FORM per Exhibit "E" as individual, firm/LLC or corporation, and if not as individual, include proof of authorization to do business in the State of Arizona and appropriate authorization of the acts taken in bidding at the auction.

### **F. Bid increments:** Bidding shall be in minimum increments of **\$5,000.00**

### **G. Conditions of Transfer:** The property will be sold "**AS IS, WHERE IS**" ALL BIDDERS WERE PROVIDED WITH THE OPPORTUNITY TO CONDUCT DUE DILIGENCE PRIOR TO BIDDING AT PUBLIC AUCTION. THEREFORE, BY EXECUTING THIS BID PACKAGE, BIDDER ACKNOWLEDGES THAT IT HAS SATISFIED ITSELF THAT THE PROPERTY IS PROPERLY SUITED FOR THE USE AS CONTEMPLATED BY THE BIDDER. THE PROPERTY IS BEING CONVEYED IN A STRICT "**AS IS, WHERE IS**" CONDITION. COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES OTHER

THAN AS SET FORTH IN THIS DOCUMENT AND BIDDER DOES NOT AND MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY THAT IS NOT SET FORTH IN WRITING IN THIS DOCUMENT.

**H. Monies due from Bidder at Registration of Auction:** At auction registration, all bidders shall submit the following **bid deposit and fee reimbursements** (Auction Deposit) in the form of cashier's check, certified check or money order made payable to **Maricopa County**.

<b>a. Bid Deposit:</b>		<b>\$ 47,000.00</b>
<b>b. Fee Reimbursement(s) Deposit unless previously submitted:</b>		
	<b>i. appraisal</b>	<b>\$ 1,500.00</b>
	<b>ii. preliminary title report</b>	<b>\$ 750.00</b>
	<b>iii. Auction Deposit</b>	<b>\$ 49,250.00</b>

Auction Deposit of unsuccessful bidders will be returned at conclusion of auction, or if previously deposited, a refund will be made within 14 business days from date of auction. Bid Deposit of the **successful** bidder will be deposited with **Maricopa County**.

**I. Identification**

**a.** State issued identification is required to register as a Bidder and to sign auction documents.

**J. Purchase Agreement:** Successful bidder shall execute the Purchase Agreement in substantially the same form as attached at Exhibit "C".

**K. Transfer Document:** Conveyance shall be made by Special Warranty Deed as shown in attached Exhibit D.

**L.** The Successful Bidder shall sign the Deed, Purchase Agreement and all other required documents immediately after the auction. The **COUNTY** shall submit the documents to its Board of Supervisors for consideration and deliver them into escrow within **Thirty (30) days** from Board approval.

**M. Escrow:**

- a.** Company: Pioneer Title Agency, Inc  
Escrow Officer: Jennifer Siverio  
Email: Jennifer.siverio@ptaaz.com
- b.** Closing: within **Ninety (90)** days of Board of Supervisors approval.

**Buyer Funds at Closing:** At close of escrow, Buyer shall pay the following:

- c.** All closing costs
- d.** Owner's policy, if requested by Buyer
- e.** Balance of purchase price

- N. Default and Substitution:** In the event the Successful Bidder fails to close title for any reason (default), fifty percent (50%) of Bid Deposit (10% of minimum bid) Bidder shall forfeit to the **COUNTY** and any interest, legal or equitable in the property shall return to the **COUNTY**. The **COUNTY** will return to the bidder the remaining 50% of the Bid deposit, without interest, within 180 days from the auction date. Upon default, the **COUNTY** may then, offer to sell to the second highest bidder, at the price bid by the second highest bidder, assuming the second highest bidder meets all other bid requirements. If such offer is made, second highest bidder shall submit the Auction Deposit to the **COUNTY** in the form of a cashier's check, certified check or money order within 72 hours of notification by the **COUNTY**. The second highest bidder shall be required to close escrow within ninety (90) days of written notification by the **COUNTY**.
- O. Questions:** Questions may be submitted through the "CONTACT US", Real Estate, link at <http://www.maricopa.gov/746/Property-Management>, at least ten (10) days prior to the date of the public auction. Questions and answers will be posted to <http://www.maricopa.gov/746/Property-Management>.
- P.** The parties represent each to the other that a Real Estate Broker is not responsible for negotiating this transaction. If any Real Estate Broker should make a claim for commissions, the party whose action led to such claim shall be solely responsible for the resolution of such issue, including the obligation to indemnify, hold harmless and defend all other parties hereto.

**EXHIBIT "E"**  
**Attached to Bid Package**

**BIDDER ACKNOWLEDGEMENT FORM: INDIVIDUAL/TRUSTEE**

**MCDOT ITEM NO.:** X-0270-EX1

**MARICOPA COUNTY ASSESSOR PARCEL NO.:** 201-21-048C

**LOCATION:** SWC of N. 115<sup>th</sup> Ave. & W. Happy Valley Rd., Maricopa County

**LEGAL DESCRIPTION:** See attached Exhibit "A"

**MINIMUM AMOUNT OF BID:** \$470,000.00

**MINIMUM INCREMENTAL BID AMOUNT:** \$5,000.00

**AUCTION DEPOSIT AMOUNT:** \$49,250.00 (includes fee reimbursements)

The Undersigned certifies that the Invitation for Public Auction (Bid Package) has been carefully examined. Bidder acknowledges they also had the opportunity to inspect the property. The Undersigned further declares that it understands the information contained in this Bid Package, has had an opportunity to raise any questions it may have and that it is relying upon nothing outside of this bid package in its decision to submit a bid.

**Date:** \_\_\_\_\_

**INDIVIDUAL/TRUSTEE:**

**Name** \_\_\_\_\_

**Street** \_\_\_\_\_

**City and State** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Email** \_\_\_\_\_

\*If a Power of Attorney (POA) is being utilized, provide prior to auction for approval. If Trustee of a Trust, provide Trust Certification. If POA is to be provided for the trustee of the trust, provide provision in the trust document allowing the POA.

**BIDDER ACKNOWLEDGEMENT FORM: FIRM OR PARTNERSHIP**

**MCDOT ITEM NO.:** X-0270-EX1

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**Date:** \_\_\_\_\_

**FIRM OR PARTNERSHIP:**

\_\_\_\_\_  
**Firm Name**

**By:** \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Telephone

**Names and Address of Authorized Signatory:**

\_\_\_\_\_  
Authorized Signatory (Please print)

\_\_\_\_\_  
Address

\*Provide signature authority documentation

**BIDDER ACKNOWLEDGEMENT FORM: CORPORATION**

**MCDOT ITEM NO.:** X-0270-EX1

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**Date:** \_\_\_\_\_

**CORPORATION:**

\_\_\_\_\_  
**Corporation Name**

\_\_\_\_\_  
**Corporation Address**

**By:** \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Telephone

**\* Incorporated under the Laws of the State of** \_\_\_\_\_

**Names and Address of Authorized Signatory:**

\_\_\_\_\_  
Authorized Signatory (Please print)

\_\_\_\_\_  
Address

\*Provide signature authority documentation



**BIDDER ACKNOWLEDGEMENT FORM: LLC**

**MCDOT ITEM NO.:** X-0270-EX1

**MARICOPA COUNTY ASSESSOR PARCEL NO.:** 201-21-048C

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**LEGAL DESCRIPTION:** See attached Exhibit "A"

**MINIMUM AMOUNT OF BID:** \$470,000.00

**MINIMUM INCREMENTAL BID AMOUNT:** \$5,000.00

**AUCTION DEPOSIT AMOUNT:** \$49,250.00 (includes fee reimbursements)

The Undersigned certifies that the Invitation for Public Auction (Bid Package) has been carefully examined. Bidder acknowledges it also had the opportunity to inspect the property. The Undersigned further declares that it understands the information contained in this Bid Package, has had an opportunity to raise any questions it may have and that it is relying upon nothing outside of this bid package in its decision to submit a bid.

**Date:** \_\_\_\_\_

**LLC:**

\_\_\_\_\_  
**LLC Name**

\_\_\_\_\_  
**LLC Address**

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

\_\_\_\_\_  
Telephone

**\* Incorporated under the Laws of the State of** \_\_\_\_\_

**Names and Address of Authorized Signatory:**

\_\_\_\_\_  
Authorized Signatory (Please print)

\_\_\_\_\_  
Address

\*Provide signature authority documentation

APPROVED AS TO FORM and within the powers and authority granted under the laws of the  
State of  
Arizona and Maricopa County

A handwritten signature in black ink, appearing to be the letter 'R' with a stylized flourish.

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Flood Control District General Counsel      Date      June 29, 2022

**Parcel No. 201-21-048C  
 Project No. 68840  
 117TH AVENUE  
 (From 117th Avenue to Happy Valley Parkway)  
 Item No. X-0270-EX1**

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR FEE SIMPLE LAND**

A portion of Government Land Office (GLO) Lot 50, Section 6, Township 4 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the West quarter corner of said Section 6;  
 Thence South 00°04'14" East along the west line of the Southwest Quarter of said Section 6, 1,973.32 feet to the southwest corner of said Lot 50 and the POINT OF BEGINNING;

Thence North 88°57'25" East along the South line of said Lot 50, 387.19 feet to the beginning of a non-tangent curve, from which the radius point bears North 65°14'34" West, 825.00 feet;

Thence northerly 315.13 feet along the arc of said curve, concave to the northwest, through a central angle of 21°53'08" to the South line of the City of Peoria Annex ordinance No. 2019-22;

Thence South 89°50'25" West along said south line, 462.30 feet to a point on said west line;

Thence South 00°04'14" East along said west line, 309.92 feet to the POINT OF BEGINNING.

The above described parcel contains 133,387 square feet or 3.0621 acres, more or less, and is depicted on the attached Exhibit "B"; said parcel is subject to all easements of record.

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION		
Prelim:	Chk:	Appr: <i>KWG 10/11/2021</i>
Rev: kwg 10/11/2021		
Maricopa County - Real Estate Department		



**GRANTOR \_\_\_\_\_ DATE \_\_\_\_\_**

# EXHIBIT "B"

SW 1/4, SEC. 6  
T 4 N, R 1 E

Happy Valley Parkway

GLO Lot 49

L6

100'

N line GLO Lot 50

L3

X-0270-EX1  
APN 201-21-048C  
Ptn GLO Lot 50  
3.0621 AC.

C1

75'

C2

75'

RB1

L8

RB2

P.O.B.

33' PATENT EASEMENT

117th Ave

South Line Peoria Annex Ord # 2019-22



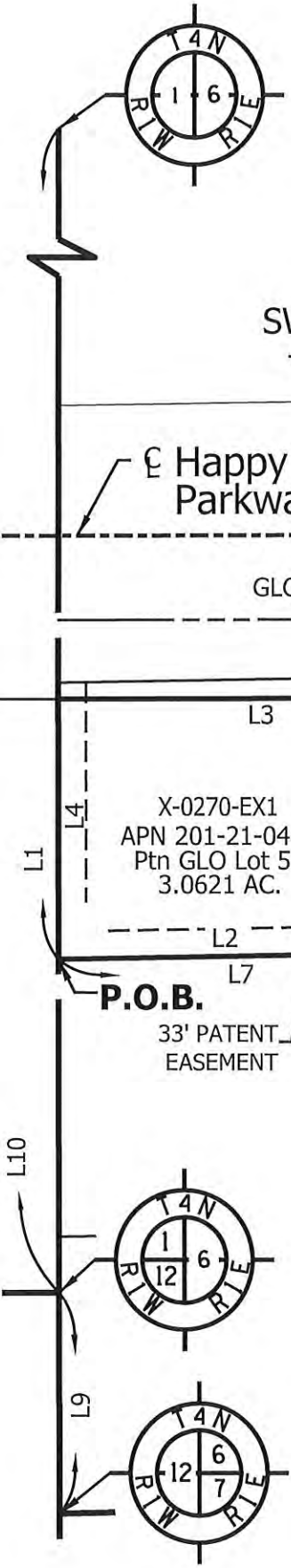
Curve Table			
ID	Radius	Delta	Length
C1	825.00'	21°53'08"	315.13'
C2	900.00'	22°38'17"	355.60'

Line Table		
ID	Direction	Length
L1	S 00°04'14" E	1,973.32'
L2	N 88°57'25" E	387.19'
L3	S 89°50'25" W	462.30'
L4	S 00°04'14" E	309.92'
L5	LEFT BLANK	
L6	N 00°10'03" W	150.00'
L7	N 88°57'25" E	469.70'
L8	N 88°57'25" E	82.51'
L9	S 00°04'58" E	263.08'
L10	S 00°04'14" E	2369.34'

Radial Bearing Table		
ID	Bearing	Radius
RB1	N 65°14'34" W	825.00'
RB2	N 67°31'46" W	900.00'

X-270-EX1 Area: 133,387 S.F. or 3.0621 Acres

<b>MARICOPA COUNTY</b>	
Item No.: X-270-EX1	date: 10-11-2021





**MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION  
PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

**Agreement** made on July 18, 2022, by and between:

**XXX** with the address of **XXX**, hereinafter referred to as "**Buyer**".

AND

**Maricopa County**, a political subdivision of the State of Arizona, with the address of: c/o Real Estate Department, 2801 W. Durango, Phoenix AZ 85009, hereinafter referred to as "**Seller**".

"**Agreement**" means, when fully executed by Seller and Buyer, this Purchase Agreement and Escrow Instructions,

WITNESSETH

THAT Pursuant to A.R.S. § 11-251(9), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the property legally described on Exhibit A attached hereto and made a part hereof, declared by the Maricopa County Board of Supervisors to be excess vacant land by Agenda Item C-91-11-043-M-00, approved on October 6, 2010, hereinafter referred to as the "**Property**".

Seller will convey the property to Buyer by **Special Warranty Deed**.



## 1. PURCHASE PRICE AND OTHER BUYER COSTS

The purchase price or consideration shall be: XXX and 00/100 (\$00.00) Dollars. In addition, Buyer shall pay to Seller Fee Reimbursement which includes the full cost of the appraisal and the cost of the preliminary title report.

### 1.01. Payments. Payment shall be made as follows:

Bid Deposit previously deposited by Buyer at public auction	\$ <u>47,000.00</u>
Previously deposited appraisal report fee reimbursement	\$ <u>1,500.00</u>
Previously deposited title report fee reimbursement	\$ <u>750.00</u>
Total Auction Deposit	\$ <u>49,250.00</u>

The balance of the purchase price (plus any additional taxes, fees or other closing costs) shall be paid to the Escrow Agent at or before the Close of Escrow by cash, certified check, cashier's check or bank wire transfer

**1.02. Close of Escrow.** Close of Escrow shall occur on or before **November 15, 2022**, which date shall be referred as the "Close of Escrow". Escrow may be extended up to 60 days at the discretion of the Director of the Maricopa County Real Estate Department.

**1.03. Bid Deposit Escrow.** At Close of Escrow, Buyer shall be given full credit against the purchase price for **Bid Deposit in the amount of Forty Seven Thousand Dollars and 00/100 (\$47,000.00)**. In addition, the Buyer shall receive a credit from the Seller for the amount of **Three Hundred Seventy-Five Dollars (\$375.00)** which represents one-half of the cost of the preliminary title report.



**1.04. Escrow Officer.**

- a) The escrow agent (“**Escrow Officer**”) referred to in the Agreement shall be as listed below:

Company: Pioneer Title Agency, Inc.

Address: 7310 N. 16<sup>th</sup> St., Suite 250 Phoenix, AZ 85020

Agent: Jennifer Siverio

- b) The Escrow Agent shall deliver the escrow funds in accordance with this Agreement.

**2. SELLER’S REPRESENTATIONS**

**2.01. Seller** makes no representations whatsoever regarding conditions or features of the subject property.

**2.02. Seller** makes no representation as to zoning, access to parcel, availability of utilities, or development potential of the site.

**2.03. Seller** is a political subdivision of the State of Arizona, and therefore is exempt from paying real property taxes. Upon completion of the recording of the conveyance deed to the Buyer, Buyer shall become responsible for any real property taxes and assessments as provided by law.

**3. TITLE COMMITMENT**

**3.01. Preliminary Title Report.** The Seller has provided to Buyer, at Buyer’s expense, a current preliminary title report or commitment for title insurance to be issued concerning the Property (the “Title Report”). Further, in the event that any updates, supplements or amendments to the Title Report are subsequently prepared, copies of such documents shall be delivered to Buyer.

**3.02. No Obligation to Act.** Except with respect to any title exception intentionally and voluntarily created by Seller after the issuance of the Title Report, nothing herein shall be deemed to impose on Seller any obligation to bring any action or proceeding, or to expend any unreasonable (in Seller’s sole and absolute discretion) sum or effort in order to fulfill any conditions, nor shall Buyer otherwise have any right or action against Seller in respect thereof. The Buyer may procure an extended coverage title insurance policy, if available, at the Buyer’s option, in which event the Buyer shall pay the amount of increased premium and the cost of any survey necessary to obtain extended coverage title insurance issued through the Escrow Agent in the form in use on the date of issue, insuring the Buyer in the amount of the Purchase Price of the Property, that upon Close of Escrow, title to the Property is subject only to the regular



covenants of record, easements, reservations in patent and other obligations, liabilities, liens, encumbrances and other matters as Buyer, in Buyer's sole discretion, may specifically approve, in writing, or be deemed to have approved.

#### **4. ACCESS TO PROPERTY.**

Buyer shall not access the Property prior to Close of Escrow unless Buyer first obtains an approval from County and agrees to and is in compliance with 4.01 through 4.06 herein.

##### **4.01. Buyer's Right of Entry**

Upon full execution of the Agreement, Buyer and its agents or assigns, shall have the right to enter the Property, at their sole cost and expense, for the purposes of conducting a non-invasive site inspection and/or a Phase 1 environmental assessment. Seller has no obligation to cure or remove any matter found as a result of the Buyer's due diligence investigations.

##### **4.02. Notification of Entry**

Buyer must notify Seller of any dates Buyer will be on the Property to provide Seller with the opportunity to be present (if so desired) at all time Buyer accesses the Property. Contact for Seller for this purpose is John Gaffney at John.Gaffney@maricopa.gov or (602) 506-8304 OR Steven Warburton at Steven.Warburton@maricopa.gov or (602) 506-4746.

##### **4.03. Insurance**

If Buyer chooses to enter the property for the purposes of conducting non-invasive due diligence inspections contemplated above, Buyer shall obtain and keep in force during the term of entry, a commercial general liability insurance policy with a combined single limit of not less than \$2,000,000 covering single limit coverage per occurrence for bodily injury, personal injury and property and workers' compensation with limits not less than \$2,000,000 for each accident, and \$2,000,000 disease policy limit. All policies of insurance required to be provided hereunder by Buyer shall be issued by insurer(s) licensed and qualified to do business in the State of Arizona, with a current A.M. Best Company rating of at least B++VII. Prior to entry, Buyer shall deliver to Seller certificates of insurance evidencing the existence and amounts of the policies on insurance required pursuant to this section, as well as the deductibles.





#### **4.04. Reports**

Seller shall be named as a party authorized to view and rely on the results of any report(s) produced by or on behalf of Buyer as a result of Buyer investigations contemplated above and shall be provided with a copy of any such reports at Buyer's expense.

#### **4.05. Damages**

Buyer shall be solely responsible for any damage Buyer causes to the Property prior to the Close of Escrow.

#### **4.06. Claims arising out of entry**

To the extent not prohibited by law, Buyer, and its agents or assigns, agree to indemnify, defend, and hold harmless the Seller, as indemnitee from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (herein collectively referred to as Claims) arising out of Buyer's or its officers, officials, agents, employees, or contractors entry on to the Property for the purposes of conducting the investigations, surveys, and inspections contemplated above but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the buyer and its officer, officials, agents, employees, or contractors.

### **5. BUYER'S REPRESENTATIONS AND AGREEMENTS.**

Simultaneously with execution of this Agreement, Buyer shall provide proof of legal authority to execute this Agreement and to consummate all of the transactions hereby contemplated. All required approvals by the shareholders, partners, members and/or Board of Directors of Buyer have been given to allow for the making and execution of this Agreement.

### **6. DOCUMENTS.**

At or before the Close of Escrow, Seller shall deliver to Escrow Agent the following:

- a) A Special Warranty Deed, duly executed and acknowledged on behalf of the Board of Supervisors of the Seller, conveying the Property to the Buyer.
- b) Such other documents as shall be reasonably required by Escrow Agent as a condition to insuring title to the Property.



## **7. BREACH OF AGREEMENT, DAMAGES.**

**7.01** In the event of (i) the breach or non-performance of this Agreement by Seller, or (ii) a default in the performance of any of its obligations hereunder by Seller, Seller shall be liable for all customary escrow cancellation charges. Such payments will be Buyer's sole and exclusive remedy in the event of default by Seller. Buyer hereby waives and releases any right to (and hereby covenants that Buyer shall not) sue Seller for (a) specific performance, or (b) damages.

**7.02** In the event Buyer fails to close this transaction, other than due to the default of Seller, Buyer shall be liable for all customary escrow cancellation charges and shall forfeit one-half of the Bid Deposit, plus the cost of the appraisal and the cost of the preliminary title report, and such charges shall be Seller's sole and exclusive remedy. Seller hereby waives and releases any right to (and hereby covenants that Seller shall not) sue Buyer for (a) specific performance, or (b) damages.

## **8. "AS IS, WHERE IS."**

This sale is in a strict "AS IS, WHERE IS" condition.

## **9. BROKER.**

The parties represent each to the other that a Real Estate Broker is not responsible for negotiating this transaction. If any Real Estate Broker should make a claim for commissions, the party whose action lead to such claim shall be solely responsible for the resolution of such issue, including the obligation to indemnify, hold harmless and defend all other parties hereto.

## **10. NOTICES.**

No notices, waiver or other communication under this Agreement shall be effective unless in writing and personally served, sent by certified mail, return receipt requested, with postage prepaid or by commercial express delivery service providing receipted delivery or by facsimile transmissions provided confirmation of the completed transmission shall be retained. All such notices shall be addressed to the parties at the addresses noted herein above. If personally served or sent via commercial delivery service, any such matter shall be deemed given at the time of such service or, if by mail, at the time of depositing same in a post office box regularly maintained by the United States Postal Service.

## **11. ASSIGNMENT.**

This Agreement may not be assigned by Buyer without the written consent of Seller. Seller has absolute discretion whether to consent to or deny any proposed assignment.



## **12. GENERAL PROVISIONS:**

### **12.01 Date of Agreement.**

The date of this Agreement for all purposes where such date is referenced herein shall be the date on which the Maricopa County Board of Supervisors signs this Agreement, which date shall be inserted at the top of the first page hereof.

### **12.02 Counterparts; Electronic Signatures.**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Electronic signatures are acceptable as original signatures.

### **12.03 Severability.**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

### **12.04 Interpretation.**

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

### **12.05 Section Headings.**

The Section headings in this Agreement are inserted only as a matter of convenience in reference and are not to be given any effect whatsoever in construing any provision of this Agreement.

### **12.06 Time.**

Time is of the essence of this Agreement. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.



Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays and State or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

#### **12.07 Waiver.**

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

#### **12.08 Governing Law.**

This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Arizona, and arbitration proceedings, if applicable, or suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto may be brought in the Superior Court of the State of Arizona, Maricopa County, and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said Court. This contract is subject to A.R.S. 38-511 and may be canceled pursuant thereto.

#### **12.09 Expiration of Offer.**

Buyer shall execute this Agreement on date of auction and Seller shall execute and deliver into escrow within 30 days after approval by the Maricopa County Board of Supervisors. Upon Buyer's execution, this Agreement shall constitute an offer, which if not accepted by Seller's execution and delivery to Escrow Agent within 30 days after Board approval, shall be deemed to expire and be of no further force or effect, unless extended or otherwise agreed to by Buyer in writing.



**BUYER:**

By: \_\_\_\_\_  
Date

STATE OF ARIZONA     )  
  )ss  
COUNTY OF MARICOPA   )

Before me, \_\_\_\_\_, Notary Public in and for said County, State of Arizona, on this day personally appeared \_\_\_\_\_, known to me to be the **XXX** described in the foregoing instrument.

Given under my hand and seal of the office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (signature)

SAMPLE



**ACCEPTANCE BY ESCROW OFFICER**

The Purchase Agreement & Escrow Instructions are accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Escrow will open upon receipt of the fully executed Agreement.

By: \_\_\_\_\_  
Escrow Officer

SAMPLE



**SELLER: MARICOPA COUNTY, a political subdivision of the State of Arizona**

RECOMMENDED FOR APPROVAL:

APPROVED AND ACCEPTED:

MARICOPA COUNTY  
DEPARTMENT OF TRANSPORTATION

MARICOPA COUNTY  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Jennifer Toth, P.E. Date  
Director

\_\_\_\_\_  
Bill Gates, Chairman of the Board Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board Date

STATE OF ARIZONA )  
 )ss  
COUNTY OF MARICOPA )

Before me, \_\_\_\_\_, Notary Public in and for said County, State of Arizona, on this day personally appeared \_\_\_\_\_, known to me to be the Chairman of the Board of the political subdivision described in the foregoing instrument.

Given under my hand and seal of the office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (signature)

REAL ESTATE DEPARTMENT APPROVAL:

\_\_\_\_\_  
Alex Smith Date  
Director  
Maricopa County Real Estate Department

**APPROVED AS TO FORM** and within the powers and authority of the Board of Supervisors.

\_\_\_\_\_  
Deputy County Attorney Date



When recorded, Interoffice Mail to:  
Maricopa County  
Real Estate Department  
2801 W. Durango St.  
Phoenix, AZ 85009 (JG)

**EXEMPT ARS § 11-1134, A3**

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**C-64-19-176-M-00**

**SPECIAL WARRANTY DEED**

Project: TT0011-Estrella Pkwy. Phase II  
MCDOT Item No.: X-0270-EX1  
Assessor's Parcel No.: 201-21-048C

**Maricopa County, a political subdivision of the State of Arizona, GRANTOR,** for the sum of **XXX and 00/100 Dollars (\$000,000.00)**, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, paid by **XXX, GRANTEE,** by this Deed does grant, sell, and convey unto the said **GRANTEE** all that certain real property situated in the County of Maricopa, State of Arizona, described as follows:

See Attached Exhibit "A"

Attached hereto and incorporated herein

The **GRANTOR** hereby conveys unto **GRANTEE** all warranties of title for its acts and not the acts of others, of any nature whatsoever.

This property conveyance is subject to: assessments, reservations, easements, rights-of-way, and deed restrictions as may appear on record.





**ACCEPTANCE**

**GRANTEE: XXX**

By: \_\_\_\_\_  
XXX Date

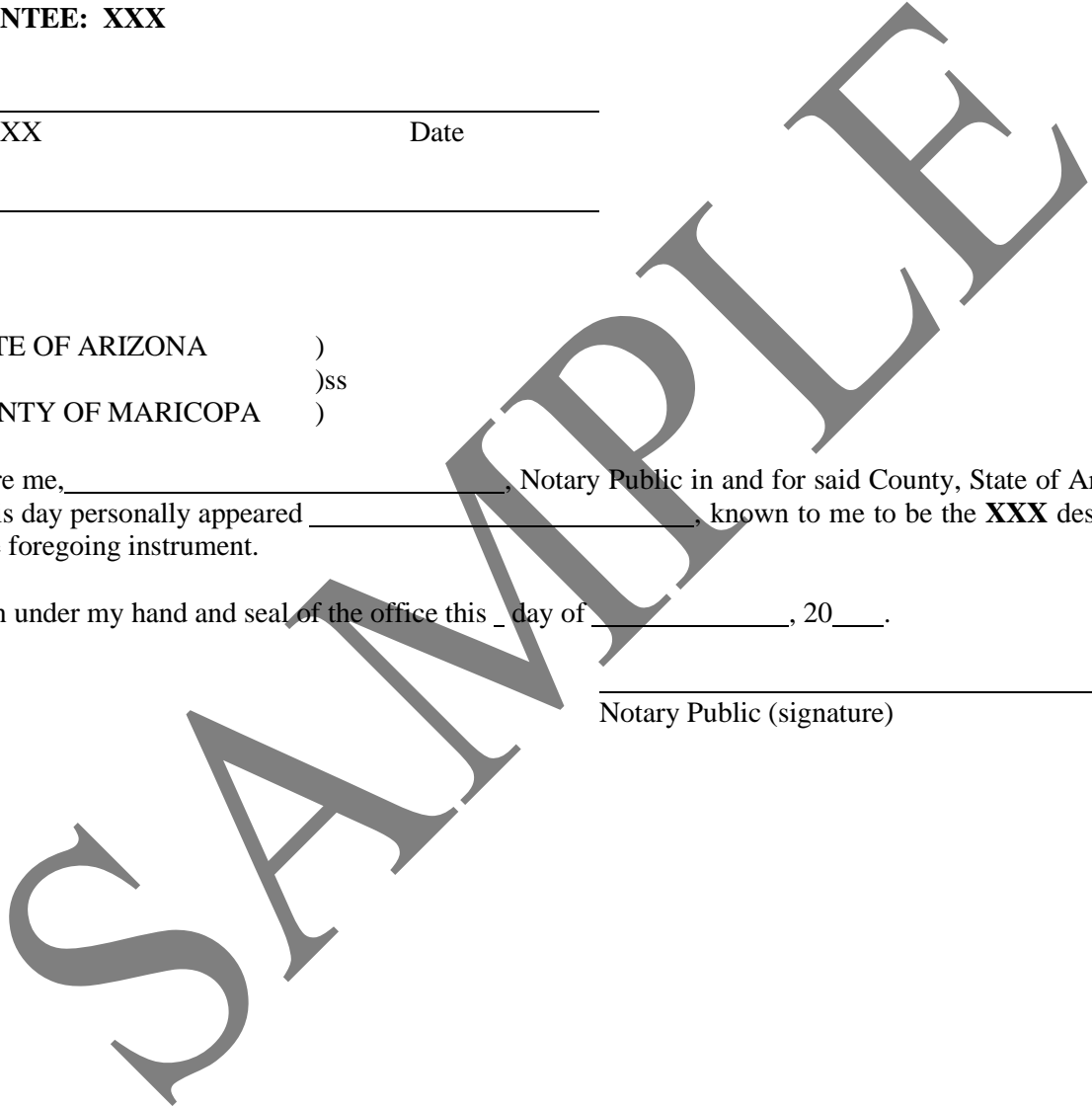
Its: \_\_\_\_\_

STATE OF ARIZONA         )  
  )ss  
COUNTY OF MARICOPA    )

Before me, \_\_\_\_\_, Notary Public in and for said County, State of Arizona,  
on this day personally appeared \_\_\_\_\_, known to me to be the **XXX** described  
in the foregoing instrument.

Given under my hand and seal of the office this \_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public (signature)





## Maricopa County Durango Offices

Department of Transportation (MCDOT)  
2901 W. Durango Street  
Phoenix, AZ 85009  
(602) 506-8600

Flood Control District (FCDMC)  
2801 W. Durango Street  
Phoenix, AZ 85009  
(602) 506-1501