PURCHASE AGREEMENT

SELLER:	**City of Chandler, an Arizona municipal corporation**
BUYER:	**Osborne Real Estate LLC, an Arizona limited liability company**
Escrow Agent:	**Fidelity National Title Agency, Inc.**
Escrow No.:	____________________ **Date:** ____________

1. Agreement and Escrow. This Purchase Agreement, together with Escrow Agent's printed form Escrow Instructions (collectively, the "Agreement"), constitutes a binding agreement by Seller to sell and Buyer to buy the Property (defined below) upon the terms and conditions stated herein, and shall define the terms of the escrow created with Escrow Agent. Escrow Agent shall also serve as title insurer. If there is any conflict or inconsistency between the printed form Escrow Instructions and this Purchase Agreement, the latter shall prevail.

2. Subject Property. The "Property" to be purchased and sold in accordance with this Agreement is the following:

2.1. Real Property. That certain real property located on Roosevelt Avenue in Chandler, Maricopa County, Arizona, as more particularly described in Exhibit "A" attached (the "Real Property"), together with all rights, privileges, easements and appurtenances thereto, whether recorded or not recorded, including without limitation, all of Seller's right, title and interest in and to any development rights, air rights, rights in adjoining streets and alleyways, and water and water rights used in connection with the real property, and all minerals, oil, gas, and other hydrocarbon substances thereon or thereunder (except as otherwise reserved of record), except as may be expressly reserved in this Agreement.

3. Purchase Price. The "Purchase Price" for the Property shall be ONE HUNDRED AND TEN THOUSAND DOLLARS ($110,000.00), payable as follows: FIVE THOUSAND ($5,000.00) Initial Deposit in the form of cash or other good funds or cashier's or certified check to be deposited with Escrow Agent upon opening of Escrow as provided in Section 4.2 below with the balance of the Purchase Price to be paid on or before Close of Escrow (defined below) by Buyer depositing with Escrow Agent said amount, plus Buyer's share of the closing costs, in cash, or by cashier's check, certified check, wire transfer or other immediately available funds (the "Cash Due at Closing"). If the Cash Due at Closing is to be paid by wire transfer, Buyer shall notify Escrow Agent at least two (2) days prior to Closing and Seller shall designate to Escrow Agent the account or accounts to receive the funds. The Property shall be conveyed free and clear at the Close of Escrow upon the payment of the Cash Due at Closing.

4. Escrow. The sale contemplated by this Agreement shall be consummated through Escrow as follows:

4.1. Opening and Closing Dates. Escrow shall open on the business day on which Escrow Agent receives one (1) fully executed copy of this Agreement and the Initial Deposit as provided in Section 4.2 below. Upon receipt, Escrow Agent shall give written notice to the persons listed in Section 17 below of the date that escrow has opened and such notice shall constitute evidence of Escrow Agent's acceptance of the Agreement. Subject to Section 5 below, "Close of Escrow" or "Closing" shall occur on or before 5:00 p.m., Arizona time, on or before ten (10) days after all title requirements and Buyer's contingencies under Section 5 below have been met, or upon such other date as Buyer and Seller hereafter agree upon in writing. If Closing otherwise falls on a Saturday, Sunday or legal holiday, Closing shall occur upon the next following business day.

4.2. Earnest Money Deposit. As security for Buyer's obligations under this Agreement, Buyer shall deposit with Escrow Agent on or before the Opening of Escrow an earnest money deposit of Five Thousand Dollars ($5,000.00) ("Initial Deposit"). Unless this Agreement is canceled by Buyer prior to the end of the Review Period under Section 5.3 of this Agreement, the Initial Deposit will be nonrefundable subject only to the terms of Section 15.2 of this Agreement, and at the election of Seller, released from Escrow and paid directly to Seller.

4.3. Closing Place. The Closing shall take place in the offices of Escrow Agent at such address as the Escrow Agent shall provide.

4.4. Documents to be Delivered for the Closing. As a condition precedent to Buyer's obligation to close under this Agreement, Seller shall deposit or have deposited into Escrow the following documents, instruments and other items at least one (1) business day prior to the Close of Escrow (or sooner, if required elsewhere in this Agreement):

(a) A Special Warranty Deed, in the form and substance of the attached Exhibit "B", conveying the Real Property and the Improvements to Buyer subject to all matters of record that have been approved in writing by Buyer;

(b) A Non-Foreign Certificate in substantially the form and substance of the attached Exhibit "C";

(c) IRS Form W-9;

(d) Any document required by the Arizona Department of Water Resources and/or otherwise necessary for (i) the transfer by Seller to Buyer of all of Seller's right, title and interest in and to any and all ground and/or surface water rights appurtenant to or owned or used in connection with the Property; (ii) the transfer or assignment of any claims in any water rights proceedings or adjudications, and (iii) the notation of such transfer on any ownership records maintained by the Arizona Department of Water Resources or other applicable public records;

(e) Release documents in form and substance reasonably satisfactory to Buyer, executed by all appropriate parties, releasing any monetary liens, leases, and/or encumbrances against the Property that Seller is required by the terms of this Agreement to have released;

(f) An affidavit or estoppel certificate from Seller in form acceptable to Buyer indicating that there are no leases affecting the Property;

(g) All other documents or instruments necessary to satisfy requirements for the title insurance to be provided to Buyer in connection with this purchase transaction; and

(h) A "closing" or "pre-audit settlement" statement prepared by Escrow Agent, in form and substance satisfactory to Buyer.

All such documents and instruments shall be duly executed and, where appropriate, acknowledged.

4.5. Closing Items. At Close of Escrow, the transaction provided for herein shall be consummated by Escrow Agent (a) delivering to Buyer or recording, as appropriate, the documents and instruments referred to in paragraph 4.4 above and (b) disbursing funds to Seller in accordance with the terms of this Agreement.

4.6. Title Policy. At Close of Escrow, Escrow Agent shall issue or cause to be issued in favor of Buyer an ALTA standard coverage owner's policy of title insurance insuring title to the Property in an amount equal to the Purchase Price, subject only to (a) the usual exceptions, conditions and stipulations contained in the printed form of such a standard coverage policy, and (b) those title defects or exceptions which are listed in the Title Report (defined below), and which are deemed waived or approved by Buyer in accordance with paragraph 5.1 below (the "Title Policy").

5. Buyer's Contingencies. Buyer's obligation to close under this Agreement is subject to satisfaction of the following conditions precedent (any or all of which may be waived by Buyer, in its sole discretion, but only in writing signed by Buyer's duly authorized agent):

5.1. Status of Title. As soon as reasonably possible after the Opening of Escrow, Escrow Agent shall provide Buyer and Seller with a preliminary report of the title to the Property, disclosing all matters of record which relate to the title to the Property, and Escrow Agent's requirements for both closing the Escrow created by this Agreement and issuing the Title Policy. At such time as Buyer receives the preliminary title report (and any amended report adding additional title exceptions) (the "Title Report"), **Escrow Agent shall also cause legible copies of all instruments referred to in the Title Report to be furnished to Buyer.** Buyer shall have ten (10) days after receipt of the Title Report and the furnishing of all instruments described in the Title Report to make objection in writing to Seller and Escrow Agent as to any matter shown thereon. If Buyer fails to object within this period, the condition of title to the Property shall be deemed approved. If Buyer does object to any matter disclosed in the Title Report, Seller may elect to remove such objection before Close of Escrow. If Seller does not elect to remove such objection, or if any such matter cannot be removed after Seller's attempts to do so, Seller shall so notify Buyer and Escrow Agent, in writing, within twenty (10) days after receipt of a written objection from Buyer, and Buyer shall elect in writing to Seller and Escrow Agent within twenty (5) days after receipt of Seller's notice either: (i) to cancel the Escrow and this Agreement without any penalty, charge or cost to Buyer or Seller; or (ii) to close Escrow, waiving such objections 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.

5.2. Additional Encumbrances. Except for matters which are to be released at or as part of the Close of Escrow, Seller shall not voluntarily and affirmatively place, or cause to be placed, any liens or encumbrances on the title to the Property from the date of this Agreement through Close of Escrow or thereafter. If Seller voluntarily and affirmatively places, or causes to be placed, a lien or encumbrance on the Property, contrary to the provisions of this Agreement, which can be removed by the payment of money, Escrow Agent is hereby expressly authorized, directed, and instructed to pay such moneys otherwise payable to Seller at Close of Escrow, and the net proceeds otherwise available to Seller at Close of Escrow shall be reduced accordingly. To the extent that moneys available to Seller at Close of Escrow are insufficient to cause any such lien or encumbrance to be removed, Seller shall, on or before the date set for Close of Escrow, cause additional money to be deposited with Escrow Agent to enable Escrow Agent to remove the lien or encumbrance.

5.3. Investigation; Review Period. Buyer shall have until 5:00 p.m., Arizona time, ten (10) days after Escrow opens (the "Review Period"), in which to examine the Property. During such time, Buyer may review, investigate, survey, conduct environmental testing, and examine the Property at any time with any persons who it shall designate, including engineers, environmental testing and soil testing personnel. Seller shall permit access to the Property by Buyer and the persons so designated by it, and shall afford them the opportunity to investigate, inspect and perform any tests upon the Property that Buyer deems necessary or appropriate to determine whether the Property is suitable for Buyer's purposes, provided that Buyer shall not unreasonably interfere with Seller's use of the Property. In the event that Buyer, after conducting such inspections, investigations, and tests, discovers that the Property is contaminated with hazardous or toxic substance or waste and either (a) the cost of remediating the same will exceed the net proceeds to Seller in connection with the escrow, or (b) Seller refuses to agree to use so much of the net proceeds as necessary to remediate the Property from contamination with the hazardous or toxic substances or waste, Buyer may elect at any time prior to the end of the Review Period to cancel this Agreement by written notice to Seller and Escrow Agent, who shall, without further instruction from either party or any other person, promptly return any documents deposited hereunder to the appropriate party, and this Agreement shall thereafter have no further force or effect. If Buyer does not elect to cancel under this paragraph within the Review Period, then Close of Escrow shall occur on the closing date specified in this Agreement, provided that all other contingencies set forth in this Section 5, including, without limitation, status of title requirements, are met.

5.3.1. Indemnification. In conducting or having conducted any review, inspection, examination, investigation or test upon the Property, Buyer shall indemnify and hold Seller harmless against liability, loss, cost, damage or expense which may arise out of any personal injury or property damage resulting from such entry upon the Property, except to the extent that such personal injury or property damage is caused by or contributed to by the conduct of Seller or Seller's agents, servants, employees or independent contractors. This indemnification obligation shall constitute a covenant of Buyer that survives the Close of Escrow.

6. Appraisal. Intentionally Deleted.

7. Seller's Property Disclosure Form and Lead Based Paint Disclosure Form. Intentionally Deleted.

8. Seller's Representations and Warranties. Seller does represent, covenant and warrant to Buyer as follows:

8.1. Seller shall not encumber the Property or any part thereof or interest therein, or assign, convey, lease or transfer any part thereof or interest therein. To the best of Seller's knowledge, there is no existing default under any encumbrance on the Property (or any event which, with the passage of time, giving of notice or both, would constitute a default), and Seller shall keep all such encumbrances current until the close of escrow.

8.2. To the best of Seller's knowledge, except as may be reflected in the Title Report, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Agreement.

8.3. No work has been performed or is in progress at the Property and no materials have been furnished to the Property for which payment will not be made in a timely manner.

8.4. Subject to the approval of the Chandler City Council by the enactment of an Ordinance authorizing this sale, Seller has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Seller's execution or performance of this Agreement.

8.5. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Seller is a party or by which Seller may be bound.

9. Buyer's Representations and Warranties. Buyer does represent, warrant and covenant to Seller as follows:

9.1. Buyer has full power, authority and legal capacity to execute, deliver, and perform this Agreement and all related documents or instruments. Except as otherwise expressly provided herein, no consent, approval or authorization of any other person or entity is required in connection with Buyer's execution or performance of this Agreement.

9.2. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement to which Buyer is a party or by which Buyer may be bound.

10. Costs and Prorations; Distribution of Net Proceeds.

10.1. Seller shall pay the cost of a standard coverage ALTA owner's policy. All escrow fees shall be split equally between Buyer and Seller. Any other costs or expenses shall be paid by the party to whom they are specifically allocated hereunder.

10.2. All real property taxes, rents and assessments shall be prorated through Escrow as of the Close of Escrow, based upon the most current available information.

10.3. Upon Close of Escrow and payment of all costs, expenses, fees, taxes, rents, assessments, real estate commissions and other applicable charges of Seller, the net proceeds to Seller shall be distributed to Seller.

11. No Sales Commissions. Each party represents and warrants to the other that no real estate sales or brokerage commissions or like commissions are or will be due from the other party in connection with this transaction. Further, each party agrees to indemnify and hold harmless the other party for, from and against any and all liability, loss, cost, damage or expense, including but not limited to court costs and reasonable attorneys' fees, resulting from any assertion of a right to a brokerage commission as a consequence of any act or omission of such indemnifying party.

12. Title Insurance Option. Buyer, at its option and cost, may obtain extended coverage title insurance.

13. Non-Foreign Status. If Seller fails to deliver the Non-Foreign Certificate described herein, or in the event Buyer has a reasonable basis for believing that the information contained in any such Non-Foreign Certificate delivered by Seller is false or inaccurate, Buyer shall be entitled to withhold, or to direct Escrow Agent to withhold upon the Close of Escrow, from the sums to be delivered to Seller under Section 3, an amount equal to ten percent (10%) of the Purchase Price, which sum may be paid to the Internal Revenue Service or United States Treasury if Buyer, in Buyer's sole discretion, deems it necessary to make such a delivery of such funds. Notwithstanding the foregoing, any sums withheld upon the Close of Escrow under this Section shall be considered, for all purposes, as having been paid and applied against the Purchase Price hereunder.

14. Risk of Loss. Until the Close of Escrow, Seller shall bear all risk of loss with regard to the Property.

15. Remedies.

15.1. In the event of default by Buyer, Seller may: (i) cancel this Agreement fifteen (15) days after Seller gives written notice to Buyer and Escrow Agent that Buyer is in default, if within such period such default has not been cured by Buyer; or (ii) proceed with whatever steps Seller may deem necessary in order to enforce the rights and remedies available to Seller under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Buyer.

15.2. In the event of default by Seller, Buyer may: (i) cancel this Agreement fifteen (15) days after Buyer gives written notice to Seller and Escrow Agent that Seller is in default, if within such period such default has not been cured by Seller; or (ii) proceed with whatever steps Buyer may deem necessary in order to enforce the rights and remedies available to Buyer under this Agreement, at law or in equity, including, without limitation, the right of specific performance of this Agreement or recover its damages from Seller.

16. Notices. All notices, consents, approvals and waivers required or permitted hereunder shall be given in writing and shall be effective upon personal delivery or direct facsimile transmission, or three (3) business days after deposit in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service. All such notices shall be addressed as follows or to such other address or addresses as the parties or Escrow Agent may from time to time specify in writing delivered as provided in this paragraph:

If to Escrow Agent:	Fidelity National Title Agency, Inc. 2720 E. Camelback Road, Suite 120 Phoenix, AZ 85016 Attn.: Christine Hughes, Office Manager Phone: (480) 214-4550 Email: christine.hughes@fnf.com
If to Seller:	City of Chandler, Real Estate Division P.O. Box 4008, Mail Stop 407 Chandler, Arizona 85244-4008 Attn.: Erich Kuntze, Real Estate Manager Phone: (480) 782-3397 Fax No.: (480) 782-3365 erich.kuntze@chandleraz.gov
With A Copy To:	City of Chandler City Attorney's Office P. O. Box 4008 MS 602 Chandler, AZ 85244-4008 Phone: (480)782-4640 Fax No: (480) 782-4351 jenny.winkler@chanderaz.gov

If to Buyer: Osborne Real Estate LLC
3714 E. Aspen CT
Gilbert, Az 85234-3123
Attn: William Osborne, Manager
Phone: (602) 527-0777
Email: accounting@osbornestucco.com

17. Further Assurances. Promptly upon the request of the other or upon the request of Escrow Agent, each party shall do such further acts and shall execute, have acknowledged and deliver to the other party or to Escrow Agent, as appropriate, any and all further documents or instruments reasonably requested in order to carry out the intent and purpose of this Agreement.

18. Other Important Provisions.

18.1. Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as otherwise expressly provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

18.2. Exhibits. The Exhibits referred to herein and attached hereto (the "Exhibits") are incorporated herein by reference.

18.3. Litigation Expenses and Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the judge of the court.

18.4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.

18.5. Entire Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement among the parties. All terms and conditions contained in any other writings previously executed by the parties and all prior and contemporaneous arrangements and understandings between the parties are superseded hereby. No agreements, statements or promises about the subject matter hereof shall be binding or valid unless they are contained herein.

18.6. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

18.7. Counterparts. This Agreement may be executed by the signing in counterparts. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

18.8. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511.

18.9. Headings and Construction. The descriptive headings of the paragraphs of this Agreement are inserted only for convenience and shall not define, limit, extend, control or affect the meaning or construction of any provision herein. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

18.10. Survival. Except as expressly set forth herein, all representations, warranties and covenants set forth herein shall survive the Close of the Escrow.

18.11. Time of Essence. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

18.12 Possession. Upon the Close of Escrow, possession of the Property will be transferred to Buyer.

BUYER: OSBORNE REAL ESTATE LLC, an Arizona limited liability company

By: William J Osborne
William Osborne, Manager

SELLER: CITY OF CHANDLER, an Arizona municipal corporation

By: ______________________
Erich Kuntze, Real Estate Manager

Approved as to form:

______________________ JJW
Jenny J. Winkler
Assistant City Attorney

ACCEPTED this ____ day of __________, 2021.

FIDELITY NATIONAL TITLE AGENCY, INC.

By: ________________________________

Christine Hughes, Branch Manager/Vice President
2720 E. Camelback Road, Suite 100
Phoenix, AZ 85016

EXHIBIT "A"

PARCEL NO. 1:

BEGINNING at the Southeast corner of Lot 14 WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps page 8, records of Maricopa County, Arizona;

Thence South 89 degrees 58 minutes 45 seconds West along the Southerly line of said Lot 14, a distance of 253.46 feet to the Southwest corner of the said Lot 14; said point also marking the beginning of a curve concave Westerly, and having a radius of 430.00 feet;

Thence Northeasterly along the Westerly line of the Said Lot 14, and along the arc of the said curve through a central angle of 3 degrees 36 minutes 00 seconds a distance of 27.02 feet;

Thence North 89 degrees 58 minutes 45 seconds East 32.00 feet;

Thence South 0 degrees 01 minutes 15 seconds East 11.89 feet;

Thence North 89 degrees 58 minutes 45 seconds East being parallel to the said Southerly line of Lot 14, a distance of 120.26 feet;

Thence North 0 degrees 08 minutes 08 seconds West 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East 98.36 feet to a point on the Easterly line of the said Lot 14;

Thence South 0 degrees 21 minutes 41 seconds East 100.00 feet to the **TRUE POINT OF BEGINNING.**

PARCEL NO. 2:

That portion of Lot 14, WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps, Page 8, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Lot 14;

Thence North 0 degrees 21 minutes 41 seconds West along the Easterly line of said Lot 14, a distance of 100 feet to the **TRUE POINT OF BEGINNING** of the legal description;

Thence North 0 degrees 21 minutes 41 seconds West, a distance of 85.00 feet;

Thence South 89 degrees 58 minutes 45 seconds West, a distance of 98.02 feet;

Thence South 0 degrees 08 minutes 08 seconds East, a distance of 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East, a distance of 98.36 feet to the **TRUE POINT OF BEGINNING.**

EXHIBIT "B"

WHEN RECORDED, RETURN TO:

City Clerk's Office
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008

APN: 301-86-116 & 024C
Sec 33, T1 South, R4 East
SAS/RE

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. §11 - 1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, ($10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

City of Chandler, an Arizona municipal corporation

(Grantor), does hereby grant and convey unto the **Osborne Real Estate LLC, an Arizona limited liability company** ("Grantee"), that certain real property ("the Property") situated in Maricopa County, Arizona, more particularly described in **Exhibit "A"** (Legal Description) attached hereto and made a part hereof.

To have and to hold the Property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto, forever, free and clear of all liens, claims and encumbrances, SUBJECT ONLY TO taxes and assessments not yet due and easements of record.

Grantor hereby binds itself and its successors and assigns to warrant and defend the title to the Property as against all acts of Grantor herein and no other, subject to the matters set forth above.

DATED this______ day of _________________________, 202__.

GRANTOR: City of Chandler, an Arizona municipal corporation

By_______________________________
Mayor Kevin Hartke

STATE OF ARIZONA)
) ss.
County of Maricopa)

Acknowledged before me, the undersigned Notary Public, on this ___ day of ______________, 202__, by Kevin Hartke, Mayor of the City of Chandler.

____
Notary Public

My Commission Expires:

APPROVED AS TO FORM:

____
Assistant City Attorney

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Special Warranty Deed
Date of Document	
Number of Pages	____ (which includes Exhibit "A")
Add'l Signers (other than those named in the notarial certificate.)	None

Exhibit "A"
(Legal Description)

PARCEL NO. 1:

BEGINNING at the Southeast corner of Lot 14 WILLIAMSFIELD ROAD BUSINESS PARK, according to Book 176 of Maps page 8, records of Maricopa County, Arizona;

Thence South 89 degrees 58 minutes 45 seconds West along the Southerly line of said Lot 14, a distance of 253.46 feet to the Southwest corner of the said Lot 14; said point also marking the beginning of a curve concave Westerly, and having a radius of 430.00 feet;

Thence Northeasterly along the Westerly line of the Said Lot 14, and along the arc of the said curve through a central angle of 3 degrees 36 minutes 00 seconds a distance of 27.02 feet;

Thence North 89 degrees 58 minutes 45 seconds East 32.00 feet;

Thence South 0 degrees 01 minutes 15 seconds East 11.89 feet;

Thence North 89 degrees 58 minutes 45 seconds East being parallel to the said Southerly line of Lot 14, a distance of 120.26 feet;

Thence North 0 degrees 08 minutes 08 seconds West 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East 98.36 feet to a point on the Easterly line of the said Lot 14;

Thence South 0 degrees 21 minutes 41 seconds East 100.00 feet to the **TRUE POINT OF BEGINNING.**

PARCEL NO. 2:

That portion of Lot 14, WILLIAMS FIELD ROAD BUSINESS PARK, according to Book 176 of Maps, Page 8, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Lot 14;

Thence North 0 degrees 21 minutes 41 seconds West along the Easterly line of said Lot 14, a distance of 100 feet to the **TRUE POINT OF BEGINNING** of the legal description;

Thence North 0 degrees 21 minutes 41 seconds West, a distance of 85.00 feet;

Thence South 89 degrees 58 minutes 45 seconds West, a distance of 98.02 feet;

Thence South 0 degrees 08 minutes 08 seconds East, a distance of 85.00 feet;

Thence North 89 degrees 58 minutes 45 seconds East, a distance of 98.36 feet to the **TRUE POINT OF BEGINNING.**

EXHIBIT "C"

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding tax is not required upon the disposition of a U.S. real property interest by City of Chandler, an Arizona municipal corporation ("Seller"), the undersigned hereby certifies the following to the City of Chandler, an Arizona municipal corporation.

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's' U.S. Employer Identification Number is ____________________; and

3. Seller's office address is ____.

Seller understands that this certificate may be disclosed to the Internal Revenue Service by the transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the bet of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated this ______ day of _______________, 202___.

City of Chandler, an Arizona municipal corporation

By_____________________________
Its_____________________________

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2021, by __________________, who acknowledged that they are the___________________ of the City of Chandler. an Arizona municipal corporation and acknowledged that being authorized to do so, executed the foregoing document for the purposes therein contained.

____
Notary Public

My commission expires: