

ORDINANCE NO. O22-79

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY BETWEEN THE CITY OF GLENDALE AND FOX FOUR, LLC FOR PROPERTY LOCATED ON 79TH AVENUE AT THE LAMAR ROAD ALIGNMENT AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE SALE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.

WHEREAS, it is in the public interest for the City of Glendale to enter into an Agreement for Purchase and sale of Real Property with Fox Four, LLC to sell the parcel of land legally described in Exhibit “A”; and

WHEREAS, the City Clerk of the City of Glendale has caused a notice for sale of this property to be published in the Arizona Republic on September 28, 2022 and October 5, 2022 and posted at the Glendale City Hall for twelve (12) consecutive days per Glendale City Code, Section 2-167.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager of the City of Glendale is authorized and directed to enter into the Agreement for Purchase and Sale of Real Property, attached hereto as Attachment 1, with Fox Four, LLC, and execute the necessary documents to complete and close the sale of the property legally described in Exhibit “A”.

SECTION 2. That the duly authorized officers of the City of Glendale are authorized and directed to receive all sums necessary for the sale of such real property in accordance with the Agreement, as well as other costs necessary to close the sale of such real property.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. That the City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder’s Office.

[Signatures on the following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 8th day of November, 2022.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ATTACHMENT 1

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (“Agreement”), by and between **the City of Glendale**, an Arizona municipal corporation (“Seller”) and Fox Four, LLC, an Arizona limited liability company (“Buyer”) (collectively referred to as the “Parties”), is made as of the later date subscribed beneath Seller’s and Buyer’s signatures set forth herein below (“Effective Date”).

RECITALS

WHEREAS, Seller desires to sell and Buyer desires to purchase the real estate herein described;

Now, therefore, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Purchase and Sale.** The Buyer shall purchase, and Seller shall sell, upon the terms, provisions, and conditions herein contained, all of Seller’s right, title, and interest in and to the real property (“Property”):

A. As generally depicted and legally described in **Exhibit A** attached hereto; and

B. all buildings, structures, fixtures, and other improvements contained thereon, if any; and all easements, appurtenances, rights, privileges, reservations, tenements, and hereditaments belonging to each parcel or any portion thereof Buyer is acquiring.

2. **Purchase Price.** In exchange for the transfer and conveyance of the Property described herein, Buyer agrees to pay Seller all Sales Expenses associated with this transaction, which are currently estimated to be \$1,471.00. Should Sales Expenses exceed the amount currently estimated, Buyer agrees to pay any and all Sales Expenses of closing this transaction identified by the Closing Agent and/or identified on the Settlement Sheet presented to the Parties at Closing. “Sales Expenses” are defined to include the cost of preparing any legal descriptions, surveys, exhibits, legal or public notices, cost of publication of any such notices related to this transaction, to pay any and all Closing Costs related to the consummation of the purchase and escrow/title fees to company listed under paragraph 14. (Notices) of this Agreement.

3. **Payment.** The Purchase Price will be paid upon Closing by certified check or wire transfer of immediately available federal funds to the Title Company.

4. Closing.

a. The consummation of the transaction contemplated herein (“Closing”) shall take place at the offices of the Title Company, or electronically, at a time and date mutually agreed upon by the Parties, not later than the date that is ninety (90) days after the Effective Date or as the same may be extended as provided for herein (“Closing Date”).

b. Prorations; Escrow Agent.

i. Prorations.

Taxes and Assessments. All real property ad valorem taxes, special taxes, and assessments, if any, accruing in years prior to the year in which the acquisition of the Property by Buyer, occurs shall be paid by Seller. All real property ad valorem taxes, special taxes, and assessments accruing in the year in which the acquisition of the Property by Buyer occurs shall be prorated among Seller and Buyer through the Closing Date (as defined above). All real property ad valorem taxes, special taxes, and assessments accruing after the Closing Date shall be paid by Buyer.

ii. Actions By Escrow Agent

A. Upon the Closing, Escrow Agent shall promptly undertake all of the following in the manner indicated:

1. Prorations. Prorate all matters referenced in this Section 4(b) above based upon the settlement statement delivered into Escrow signed by the parties.

2. Recording. Cause the deed and any other documents that the parties to this Agreement may mutually direct, to be recorded in the official records of the County.

3. Disbursements. Disburse from funds deposited by Buyer with Escrow Agent or funds brought to or available at Closing, payment of the Purchase Price and all other items chargeable to the account of Buyer pursuant to this Agreement in payment of such obligations.

4. Title Policy. Direct the Title Company to issue to Buyer an original Standard Owner’s Policy of Title Insurance or, if requested by Buyer, an original ALTA Extended Coverage Owner’s Policy of Title Insurance (“**Title Policy**”) in the amount requested by Buyer showing title to the Real Estate vested in Buyer and with such endorsements as Buyer may request.

c. Conditions Precedent to Closing. None.

5. **Due Diligence Period.**

a. Buyer, and Buyer's agents and contractors, at its sole cost and expense, have, prior to Closing, had the right to enter into and onto the Property at reasonable times and to conduct inspections, including, but not limited to: examinations and tests of the Property, such as soil, environmental and other physical tests and inspections, including an underground utility study, environmental site assessment and survey. Seller has also, upon request, provided to Buyer copies of all leases, bills and plans for utilities, tax bills, environmental and Geotech reports, surveys and other documents concerning the Property, if any, in Seller's possession.

b. Except as otherwise provided herein, if Buyer proceeds to Close on the Property, Buyer acknowledges that it has determined the Property is suitable for its intended use. Buyer may not thereafter seek any reimbursement or file a claim against Seller for any condition it knew of or could have discovered prior to Closing related to the Property.

6. **Inspections Prior to Closing.**

a. **As-Is Sale.** Buyer acknowledges and agrees that it is purchasing the Property on an "as is" basis and "with all faults" basis. Buyer acknowledges that it has been given the opportunity to make a full and complete investigation and inspection of the Property and that Buyer has had an opportunity to make full inquiry of Seller as to all matters deemed relevant by Buyer in evaluating the Property. Buyer acknowledges and agrees that, except as expressly provided in this Agreement, Seller has made no representations or warranties and has no continuing responsibility or liability regarding the Property, including, without limitation, its physical condition and its "Environmental Condition" (as defined below). Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever, except as expressly provided in this Agreement. Further, nothing in this Agreement requires Seller to conduct any investigation or commission any reports or studies to assess the environmental condition of the Property.

b. For purposes of this Agreement, "**Environmental Condition**" shall mean any condition with respect to soil, surface water or groundwater at, from or below the Property or other conditions present at the Property. Such conditions need not be in violation of Environmental Laws (as herein defined), require remedial action, and/or cause, result in, give rise to or have the potential to give rise to any claims, demands, and/or liabilities to third parties, including but not limited to, governmental entities.

c. Without limiting the generality of the foregoing, Buyer expressly waives and relinquishes any and all rights and remedies Buyer may now or in the future have against Seller, whether known or unknown, with respect to the Environmental Condition of the Property except as expressly provided in this Agreement.

d. As used herein, "**Environmental Laws**" shall include, without limitation, federal, state, local, and regional statutes, rules, regulations, and the common law relating to the environment, including, without limitation, the Arizona Environmental Quality Act, contained in Title 49 of the Arizona Revised Statutes, as amended; the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, et seq. (“RCRA”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq. (“HMTA”); the Clean Air Act, as amended, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-To-Know Act of 1986, as amended, 42 U.S.C. Section 11001 et seq. (“EPCRA”); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. Section 136, et seq.; the Clean Water Act, as amended, 33 U.S.C. Section 1251, et seq.; the National Environmental Policy Act, as amended, 42 U.S.C. Section 4321, et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651 et seq.; the Endangered Species Act, as amended, 16 U.S.C. Section 1531, et seq.; the Rivers and Harbors Act of 1899, as amended, 33 U.S.C. Section 401 et seq.; the Oil Pollution Act of 1990, as amended; the Pollution Prevention Act of 1990, as amended; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300[f] et seq.; the Toxic Substances Control Act, as amended, 7 U.S.C. Section 136 et seq. (“TSCA”); any regulations promulgated under or pursuant to any of the foregoing; and all other federal, state, and local laws, ordinances, statutes, codes, rules, regulations, orders, and decrees now in effect relating to the existence of Hazardous Materials (as herein defined) located at the Property. As used herein, the term “**Hazardous Material(s)**” includes, without limitation, any hazardous waste, solid waste or toxic materials, hazards, substances, pollutants, or contaminants located at or emanating from the Property, as defined in the applicable Environmental Laws described herein.

e. Buyer agrees that, in making any physical or environmental inspections of the Property, Buyer or Buyer's agents will: (i) carry not less than \$1,000,000.00 in commercial general liability insurance prior to the entering upon the Property to make such inspection; (ii) will not reveal to any third party not approved by Seller (other than Buyer's agents, employees, contractors, design professionals, and lenders with a need to know) the results of its inspections; and (iii) will restore promptly any physical damage caused by the inspections.

f. Prior to Buyer and Buyer’s agents, representatives, employees, independent contractors and invitees entry on to the Property to perform any Due Diligence activities, including, but not limited to, any subsurface testing, drilling, or excavation of the Property, Buyer will obtain Seller’s approval, which will not be unreasonable delayed or withheld.

g. Buyer shall indemnify, defend, and hold harmless Seller, and Seller’s agents, employees, officers, elected officials, directors, shareholders, partners, members, affiliates, successors, assigns, and representatives for, from, and against any and all liabilities, losses, claims, demands, damages, including reasonable attorneys’ fees, experts fees, consultants fees, courts costs, and any other expenses to the extent they result from or arise out of or are in any way connected with:

- i. Buyer’s inspection of the Property;
- ii. Buyer’s accessing the Property to conduct Studies; and
- iii. Buyer’s failure to restore the Property in accordance with this Section 6.

This indemnification shall survive the Close of Escrow or any early termination of this Agreement; provided, however, that Buyer’s obligation above to indemnify, defend, and hold harmless shall

not extend to any claims or liabilities arising out of the discovery or disturbance of any pre-existing conditions on the Property.

7. **Survey and Title Insurance.** Within ten (10) business days of the Effective Date, City shall order a title report (“Report”) and if Buyer chooses to obtain title insurance, a commitment (“Title Commitment”) for owner’s title insurance policy (“Title Policy”) issued by the Title Company in an amount designated by Buyer.

a. Within three (3) business days of the Effective Date, Seller shall provide Buyer with its existing survey of the Property, if available. Buyer will provide and pay for an updated or new survey of the Property, as it deems necessary (“Survey”).

b. Buyer shall have until the expiration of the Due Diligence Period in which to notify Seller of any title defects (“Defects”) disclosed by the Title Commitment or Survey. Any matter set forth in the Title Commitment and Survey not set forth in said notice shall be deemed to be a “Permitted Exception” to the title, and the Deed and Title Policy delivered at Closing may be subject thereto. If no such notice is given, it shall be deemed that Buyer has agreed to accept the Property subject to the matters shown in the Title Commitment and Survey, and this Agreement shall remain in full force and effect. Seller shall have 10 days from receipt of Buyer’s notice (the “Cure Period”) in which to remedy the Defects or to obtain title insurance by the Title Company insuring over and against such Defects (the premium for which shall be paid by Seller) and provide evidence satisfactory to Buyer thereof. If Seller fails to remedy such Defects or obtain such title insurance within the Cure Period, Buyer shall have the option exercisable within 10 days after the expiration of Seller’s Cure Period to agree to accept a conveyance of title subject to such Defects, and proceed with this Agreement (in which event the Title Commitment and the Deed will be accepted subject to any such Defects as Permitted Exceptions) or, give written notice to Seller to terminate this Agreement, and thereafter no party hereto shall have any claims, rights, duties, obligations, or liabilities to another party hereto by virtue of this Agreement, except those which herein are expressly stated to survive any termination of this Agreement, and the Earnest Money and Extension Deposits shall be returned to Buyer. If Buyer makes no election it shall be deemed that Buyer has agreed to accept title “as is” subject to the Defects, and this Agreement shall remain in full force and effect.

c. To the extent any defects, exceptions or encumbrances arise and appear on the Title Commitment subsequent to the expiration of the Due Diligence Period but prior to the Closing Date (“Subsequent Defects”), Seller shall determine whether Seller is able to cure and/or insure over the same. To the extent Seller elects not to or is unable to cure the Subsequent Defects, Buyer, at its sole option, may proceed with this Agreement (in which event the Title Commitment and the Deed will be accepted subject to any such Subsequent Defects) or, give written notice to Seller to terminate this Agreement, and thereafter no party hereto shall have any claims, rights, duties, obligations, or liabilities to another party hereto by virtue of this Agreement, except those which herein are expressly stated to survive any termination of this Agreement.

8. **Deliveries at Closing.** At Closing, Sellers shall each deliver to Buyer the following:

a. A duly authorized and executed special warranty deed, attached hereto, from each respective Seller in recordable form, conveying good and marketable title to the Property (“Deed”), subject only to current real estate taxes not yet due and payable, and the Permitted Exceptions;

- b. Bill of sale, if necessary;
- c. Vendor's affidavit acceptable to Buyer and Title Company, stating that all of the representations and warranties set forth in Section 13 below are true and correct as of the date of closing, and sufficient to delete all standard exceptions from the Title Policy and Title Commitment;
- d. Non-foreign affidavit, properly executed, containing such information as shall be required by Internal Revenue Code § 1445(b)(2) and the regulations promulgated thereunder stating that Seller is not a "Foreign Person" (as defined in Section 1445);
- e. All other documentation which may be reasonably required by the Title Company in order to insure Buyer with good and marketable title to the Property; and
- f. All other documents necessary to complete the transaction contemplated by this Agreement.

9. **Possession.** Sellers agrees to deliver exclusive possession of the Property to Buyer at Closing.

10. **Representations and Warranties of Seller.** As a material inducement to Buyer for entering into this Agreement, Seller hereby represents and warrants to Buyer as follows:

- a. Seller owns and will continue to own good, marketable and indefeasible fee simple title to the Property on the date of Closing, subject only to the lien of current, non-delinquent real estate taxes, easements, and other matters of record;
- b. Seller is duly organized, validly existing and has authority to sell the Property;
- c. To the best knowledge and information of Seller, there are no violations of any laws, regulations, codes, ordinances, orders or requirements affecting the Property, including, but not limited to applicable laws, regulations, ordinances or requirements relating to ecology, the environment, pollution, health or safety;
- d. There is no litigation or proceeding pending or, to the best knowledge of Seller, threatened against or relating to the Property, including, without limitation, any proceedings for condemnation or other exercise of the power of eminent domain;
- e. To the best knowledge and information of Seller, there are no liens or claims which may ripen into liens against the Property other than those to be released at or before closing; and
- f. To the best knowledge and information of Seller, there are no unbilled special assessments against the Property.

11. **Representations and Warranties of Buyer.**

Buyer represents and warrants to Seller that Buyer has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

12. **Casualty or Condemnation.** If on or before the Closing Date all or any part of the Property is destroyed or damaged by fire or any other cause, or if eminent domain proceedings are instituted, or a notice of condemnation is given, with respect to all or a portion of the Property, Seller shall promptly notify Buyer thereof. If such damage or destruction is repaired at the sole cost and expense of Seller prior to Closing to substantially the same condition existing prior to such damage or destruction, or if such damage or destruction does not exceed \$25,000 (as determined by Seller's insurer), or if the value of any land taken or to be taken does not exceed \$25,000, Buyer shall be bound to purchase the Property without any reduction in the Purchase Price but receiving an assignment of all insurance or eminent domain proceeds on account thereof. In the event of (i) damage to or destruction of all or any part of the Property of more than \$25,000 and Seller fails to repair such damage or destruction as provided herein, or (ii) the institution or giving of notice of eminent domain proceedings with respect to all or any part of the Property the value of which is more than \$25,000 Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Closing Date and in the event Buyer exercises such right to terminate this Agreement, the Earnest Money shall be returned to Buyer, whereupon no party hereto shall have any further rights, obligations or liabilities hereunder except those which survive termination. In the event of any un-repaired damage or eminent domain proceedings which would permit termination hereunder and neither party elects to terminate, or if Buyer is required to proceed hereunder, the Deed shall be subject to any such eminent domain proceeding, such taking shall be deemed a Permitted Exception, and Seller shall deliver to Buyer on the Closing Date an assignment in a form reasonably satisfactory to Buyer of all of Seller's right, title and interest in and to any eminent domain award or insurance claim to the extent not previously applied to restoration or repair of the Property, but the Purchase Price shall not be affected by any such condemnation, damage or destruction.

13. **Default. Remedies for Default.** The Parties acknowledge that it is impossible to ascertain damages in the event of default by either Seller or Buyer hereunder. Accordingly, the Parties agree that if either party defaults in performing under this Agreement and the transaction is not closed, there shall be no penalty or damages due to the non-defaulting party.

14. **Notices.** All notices, requests, demands, consents, and other communications required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the day such Notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, addressed appropriately to the last known address of Seller or Buyer. All Notices required or permitted hereunder, shall be in writing and delivered to the Parties at the following addresses:

To Seller: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Kevin Phelps, City Manager
kphelps@glendaleaz.com

with a copy to: City of Glendale
5850 W. Glendale Avenue,
Glendale, Arizona 85301
Attention: Michael Bailey
mbailey@glendaleaz.com

If to Buyer: Fox Four
Philip Raymond Fox
7909 W. Glendale Avenue
Glendale, Arizona 85303

To Escrow/Title Company: Security Title
Attention: Jason Bryant, AVP Branch Manager
2415 E. Camelback Road, #200
Phoenix, Arizona 85016
jbryant@securitytitle.com
602-230-6297

15. **Broker Commissions.** Seller and Buyer covenant and represent each to the other, there is no party entitled to be paid a finder's fee, cooperation fee, commission or other brokerage-type fee or similar compensation in connection with this Agreement and the transactions contemplated hereby (whether sale or loan), and that neither Seller nor Buyer has had any dealings or agreements with any such individual or entity in connection therewith. If any person or entity shall assert a claim to such a fee or compensation against either Seller or Buyer on account of alleged employment as a finder, consultant or broker, then the party to this Agreement by, through or under whom the person or entity claims such employment shall indemnify, defend and hold harmless the other party against and from any and all such claims and all costs, expenses and liabilities incurred in connection with such claim or any action or proceedings brought thereon. The terms and conditions contained in this Section 15 shall survive the Closing or the earlier termination hereof.

16. **Survival.** Except as expressly set forth in this Agreement, no representations, warranties, covenants, agreements, undertakings, and other obligations of Seller set forth herein shall survive the closing of the transactions contemplated hereby or the execution and delivery of the documents contemplated hereunder, and such shall be merged therein, and no action based thereon shall be commenced after the Closing of this transaction. The delivery of the Deed by Seller, and the acceptance thereof by Buyer, shall be deemed the full performance and discharge of every

obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing of this transaction.

17. **Time of the Essence.** Time is of the essence in the performance of this Agreement. Provided, however, that if the time within which any action, consent, approval or other activity herein contemplated, expires on a Saturday, Sunday, national bank holiday, or national holiday, such time period shall automatically be deemed extended to the first day after the scheduled termination of such time period which is not a Saturday, Sunday, national bank holiday, or national holiday.

18. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the state of Arizona. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

19. **Entire Agreement.** This instrument, including all exhibits, contains the entire agreement between the Parties and no representations, warranties, or agreements have been made by either of the Parties except as set forth in this Agreement. No modification, waiver, or amendment of the provisions of this Agreement shall be effective unless made in writing and executed by the Parties hereto.

20. **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, representatives, successors, and permitted assigns; provided, however, that neither Seller nor Buyer may assign its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall be permitted, without the need for Seller consent, to assign this Agreement to an entity owned in whole or in part by Buyer or Buyer's members but not to any unrelated third party.

21. **Construction.** Each party hereby acknowledges that the Parties participated equally in drafting this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

22. **Binding.** The issuance of this Agreement by Buyer does not constitute an offer for the purchase of the Property by Buyer to Seller. This Agreement shall not be binding or effective until properly executed and delivered by both Seller and Buyer.

23. **Waiver.**

Failure of either Buyer or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Buyer's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

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

25. **Recording.** This Agreement may not be recorded by Seller or by Buyer but shall be made available to the public as provided by the Arizona Public Records Act.

26. **Confidentiality.** The Parties will use commercially reasonable efforts not to disclose or permit the disclosure of the existence of the terms of this Agreement, or the transaction contemplated herein, to any other person, without the other party's consent; provided, however, each party may disclose this Agreement and transaction contemplated herein to its attorneys, financing partners, consultants or other agents, or as required by law or by any governmental agency.

27. **Definitions.**

“Day” shall mean a calendar day unless otherwise specified herein.

28. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate the purchase and sale contemplated in this Agreement and will use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

In witness whereof, the Parties have caused this Agreement to be executed as of the dates written below.

SELLER

CITY OF GLENDALE

Kevin R. Phelps
City Manager

Date: _____

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey,
City Attorney

BUYER

Fox Four, LLC

By: Phil Fox

Print: Phil Fox

Its: Member

Date: 10-12-22

When recorded, mail to:

City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

Exempt per A.R.S. §11-1134 A3

SPECIAL WARRANTY DEED

CITY OF GLENDALE, an Arizona Municipal Corporation (“Grantor”), for and in consideration of Ten Dollars (10.00), in hand paid to Grantor by **FOX FOUR, LLC**, an Arizona limited liability company (“Grantee”), and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, hereby assigns, conveys, grants, transfers and delivers to Grantee all that certain land situated in Maricopa County, Arizona, and described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”)

SUBJECT ONLY TO: current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against actions of Grantor only, subject to the matters above set forth.

GRANTOR HEREBY binds itself and its successors and assigns to warrant and defend the title against all acts of the Grantor, and none other, subject to the matters above set forth.

Signatures on the following page

Dated this ____ day of _____, 2022.

Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Exempt Pursuant to A.R.S.§11-1134 (A)(3)

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this ____ day of _____, 2022 by
Kevin R. Phelps, City Manager for the City of Glendale, who acknowledged that he executed this
instrument for the purposes therein contained.

Notary Public

My commission expires:

SWC Glendale Ave & 79th Ave
Ord _____

EXHIBIT "A"

The West 50 feet of the East 90 feet of the South 50 feet of the North 637 feet of the following described property:

THAT part of the Northwest quarter of Section 11, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Northwest quarter of Section 11;
thence West along the North line of said Northwest quarter, a distance of 40 feet to a point;
thence South 361 feet to a point;
thence West 285 feet to a point;
thence South and parallel to the North/South mid-section line to a point on the South line of the Northeast quarter of the Northwest quarter of Section 11;
thence East along said South line of the Northeast quarter of the Northwest quarter to a point of intersection of South line of the Northeast quarter of the Northwest quarter and North/South mid-section line;
thence North along said North/South mid-section line to the point of beginning.