

ORDINANCE NO. 024-52

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SALE OF LAND BY THE CITY TO THE VETERAN'S COMMUNITY PROJECT, INC AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE SALE AND DIRECTING CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, it is in the public interest for the City of Glendale to sell the hereinafter described real property; and

WHEREAS, The City Clerk of the City of Glendale has caused a notice for sale of this property to be published in the newspaper of general circulation in the Glendale for two (2) consecutive weeks and posted at 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 hereby authorized and directed to enter into the attached Purchase Agreement with Veterans Community Project, Inc and execute the necessary documents to complete the sale of the property described in Exhibit "A" attached hereto and incorporated herein, to Veterans Community Project, Inc for the sum of \$10.00.

SECTION 2. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 3. 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 10<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
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

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into as of the Effective Date (as defined below) by and between the CITY OF GLENDALE, an Arizona municipal corporation (“**Grantor**”), and VETERANS COMMUNITY PROJECT, INC an Arizona non-profit Corporation (“**VCP**”) (“**Grantee**”).

**WHEREAS**, Grantor has the right to sell, lease, exchange or otherwise dispose of its property for the best interests of the Grantor. The Grantor shall determine the best interests of the Grantor and such determination shall be final. The Grantor has determined that the sale of the Property will be in the best interests of the Grantor (Glendale City Charter, Article 1, Section 3; Glendale City Code, Section 2-166).

**WHEREAS**, the notice for sale of this property has been made in a newspaper of general circulation in the City of Glendale for two (2) consecutive weeks and posted at the Glendale City Hall, 5850 W. Glendale Avenue, Glendale, Arizona 85301 for twelve (12) consecutive days (Glendale City Code, Section 2-167).

**WHEREAS**, Grantor desires to sell and Grantee desires to purchase, upon the terms and conditions hereinafter set forth, that certain real property in the City of Glendale (“**City**”), State of Arizona, which is more particularly described in **Exhibit A** attached hereto, together with all improvements, rights, easements, and appurtenances pertaining thereto and all fixtures and other property located thereon, including but not limited to water rights, air rights, development rights, rights to minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the real property and not previously reserved (to the extent the same is held by Grantee), rights to strips and gores, streets, alleys, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the real property, (collectively, the “**Property**”).

**WHEREAS**, on September 12, 2023, the Parties entered into a Memorandum of Understanding (“**MOU**”) (City contract no. C23-096) to commit partial Grantor funding received from the State of Arizona Legislature (“**State**”) to reimburse Grantee for certain predevelopment costs and to outline the terms and conditions under which the Grantor and Grantee will pursue the predevelopment and development of a non-congregate transitional housing project to serve Glendale Veterans (“**Project**”) which is more particularly described in **Exhibit C** attached hereto.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Purchase Price**. Subject to the terms and provisions of this Agreement, Grantor shall sell and transfer the Property to Grantee, and Grantee shall purchase the Property from Grantor and pay to Grantor, the sum of Ten Dollars (\$10.00) (hereinafter referred to as the “**Purchase Price**”).

2. **Earnest Money**.

(a) **Earnest Money**. Within three (3) business days after the Effective Date, Grantee agrees to deposit in escrow (“**Escrow**”) with Jason Bryant, Escrow Officer at Security

Title Agency, Inc. (“**Escrow Agent**”), by federal wire transfer or other immediately available funds, an earnest money deposit in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “**Earnest Money**”). Upon the expiration of the Inspection Period, the Earnest Money shall become nonrefundable, except: (i) in the event of a default by Grantor; (ii) pursuant to the provisions of Sections 7(a), 10, and 13 below; or (iii) pursuant to any other provision of this Agreement providing for the return of Earnest Money to Grantee.

3. **Closing Costs.**

(a) **Grantor Closing Costs.** On or before Closing, Grantor shall pay: (i) Grantor’s attorneys’ fees; (ii) any water, electricity, or other utility charges for services furnished to the Property prior to Closing; (iii) fifty percent (50%) of all title insurance fees and premiums for the issuance to Grantee of standard and extended owner’s title insurance policies and the cost of any endorsements to Grantee’s policy of title insurance, (iv) all transfer taxes, recording taxes, documentary stamp taxes and similar taxes, and (v) fifty percent (50%) of all escrow charges.

(b) **Grantee Closing Costs.** On or before Closing, Grantee shall pay: (i) Grantee’s attorneys’ fees; (ii) fifty percent (50%) of all title insurance fees and premiums for the issuance to Grantee of standard and extended owner’s title insurance policies and the cost of any endorsements to Grantee’s policy of title insurance; (iii) all recording fees on recordable documents incident to the conveyance of the Property to Grantee, and (iv) fifty percent (50%) of all escrow charges.

(c) **Other Costs.** Any closing costs not otherwise provided for herein shall be allocated among and paid by the parties hereto in the manner which is customary for a sale of real property in the City of Glendale.

4. **Prorations; Escrow Agent.**

(a) **Prorations.**

(i) **Taxes and Assessments.** All real property ad valorem taxes, special taxes, and assessments accruing in years prior to the year in which the acquisition of the Property by Grantee occurs shall be paid by Grantor. All real property ad valorem taxes, special taxes, and assessments accruing in the year in which the acquisition of the Property by Grantee occurs shall be prorated among Grantor and Grantee through the Closing Date (as defined in Section 5 below).

(b) **Actions By Escrow Agent.** Upon the Closing, Escrow Agent shall promptly undertake all of the following in the manner indicated:

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

(ii) **Recording.** Cause the Deed (as defined below) and any other documents that the parties hereto may mutually direct, to be recorded in the official records of the County.

(iii) Disbursements. Disburse from funds deposited by Grantee with Escrow Agent towards payment of the Purchase Price and all other items chargeable to the account of Grantee pursuant to this Agreement in payment of such obligations.

(iv) Title Policy. Direct the Title Company to issue to Grantee an original ALTA Standard Owner's Policy of Title Insurance or, if requested by Grantee, an original ALTA Extended Coverage Owner's Policy of Title Insurance ("**Title Policy**") in the amount of the Purchase Price showing title to the Property vested in Grantee and with such endorsements as Grantee may request.

5. Closing. The consummation of the purchase and sale of the Property (the "**Closing**" or the "**Close of Escrow**") shall be defined as the date that the Special Warranty Deed ("**Deed**"), in the form attached hereto as Exhibit B, conveying the Property to Grantee is recorded. This Escrow shall close on or before June 10, 2025 ("**Closing Date**").

6. Inspections Prior to Closing.

(a) "AS IS." Grantee acknowledges and agrees that, except as expressly provided in this Agreement, Grantor has made no representations or warranties and has no continuing responsibility or liability regarding the Property, including, without limitation, its condition and its "Environmental Condition" (as herein defined). Grantee acknowledges and agrees it is purchasing the Property on an "as is" basis and "with all faults" basis. Grantee is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Grantor 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 Grantor to conduct any reports or studies to assess the environmental condition of the Property.

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) or require remedial action and/or could result in claims, demands, and/or liabilities to third parties, including but not limited to governmental entities.

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

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.

(b) Inspection and Limited Entry License. Subject to the terms and conditions hereof; Grantee, its agents and representatives, and any other persons designated by Grantee, shall at all times before the Closing have the privilege, opportunity, and right of entering upon the Property to conduct such examinations, tests, studies, and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof (collectively, “**Studies**”), as Grantee deems necessary or desirable to satisfy itself as to the condition of the Property. Grantee shall indemnify, defend, and hold harmless Seller, the Property and Grantor’s agents, employees, officers, 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 which result from or arise out of or is any way connected with Grantee’s inspection of the Property or in connection with Grantee’s failure to restore the Property, which indemnification shall survive the Close of Escrow or any early termination of this Agreement; provided, however, that Grantee’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. Grantee agrees to return Property to the same or materially similar condition only in the event that it terminates this Agreement.

(c) Grantor Information. No later than five (5) days following the Effective Date, Grantor shall furnish to Grantee copies of all existing soils reports; engineering reports; environmental reports and related environmental studies, and other reports and studies, surveys, plats, plans, specifications, filings, permits, and/or certificates of non-compliance in Grantor’s possession or control pertaining to the Property or the development thereof (all such reports, information, and other data and materials collectively referred to as the “**Grantor Information**”). While Grantor is not required to undertake any action or to commission any such reports, studies, etc., Grantor agrees that any such Grantor Information not in Grantor’s possession or control concurrently with the execution hereof but which come into Grantor’s possession or control prior to Close of Escrow shall be delivered to Grantee. Grantor shall cooperate with Grantee if Grantee desires to have any Grantor Information updated and/or certified to Grantee, so long as Grantor does not incur any out-of-pocket cost to third parties in so doing. Grantee acknowledges that Grantor does not make any representation or warranty of any nature whatsoever regarding the truth,

accuracy, validity, completeness, usefulness, suitability or any other aspect of the Grantor Information, whether prior to or after the Effective Date, and Grantor expressly disclaims any such representation and warranty. In the event this Agreement is terminated prior to Closing, Grantee shall return all Grantor Information promptly to Grantor or promptly destroy the same.

(d) Survival. The provisions of this Section 6 shall survive Closing or any earlier termination of this Agreement, regardless of the reason for such termination.

7. **Conditions Precedent**.

(a) Inspection Period. It is agreed that Grantee's obligations hereunder are conditioned upon Grantee being satisfied, at Grantee's sole cost and expense, within the Inspection Period (as defined below) with the condition of the Property, as more fully set forth below:

(i) Title. As soon as reasonably practicable, Grantee shall cause Title Company to provide to Grantee and Grantor a title commitment for the Property (the "**Title Commitment**"). Grantee shall deliver an ALTA survey of the Property, from a surveyor reasonably selected by Grantee, based on the Title Commitment as soon as reasonably practicable (the "**Survey**"). Grantee shall have thirty (30) days after receipt of the Survey and the Title Commitment and copies of all instruments and documents referred to in the Title Commitment, or ten (10) days after the receipt of any amendment thereto and copies of all instruments and documents referred to therein (but not to exceed the Closing Date), to give written notice to Grantor (the "**Title Objection Notice**") of any objectionable matter or defect which Grantee determines in its reasonable discretion (the "**Title & Survey Objections**"). Grantor shall reasonably cooperate with Grantee to cure such Title & Survey Objections by the Closing Date. If such Title & Survey Objections are not cured by the Closing Date, then Grantee shall have the option either to: (i) waive its objections hereunder and take title to the Property pursuant to the remaining terms of this Agreement; or (ii) terminate this Agreement by giving written notice to Grantor on or before the Closing Date. If this Agreement is terminated pursuant to this Section 7(a)(i), the Earnest Money shall be refunded by Escrow Agent to Grantee, and this Agreement shall be null and void and of no further force or effect with Grantee and Grantor having no further rights, obligations or liabilities hereunder except as otherwise set forth herein. Grantor makes no representations or warranties whatsoever concerning title, except as specifically provided in this Agreement. The provisions of this Section 7(a)(i) shall survive Closing.

(ii) Studies. Grantee shall conduct due diligence studies, including such physical inspections and other tests, examinations, studies, and appraisals of the Property, as Grantee deems necessary to satisfy its condition and suitability for Grantee's Intended Use thereof.

(iii) Approval During Inspection Period. Should Grantee not be satisfied with the condition of the Property, at Grantee's sole and absolute discretion, Grantee shall deliver written disapproval notice to Grantor and Escrow Agent on or before the expiration of the Inspection Period, and this Agreement shall be deemed terminated. In the event of such disapproval and termination, the Earnest Money shall be refunded by Escrow Agent to Grantee and this Agreement shall be null and void and of no further force or effect. Grantee and Grantor thereafter have no further rights, obligations or liabilities hereunder except as otherwise set forth herein. If Grantee fails to deliver the written disapproval

notice to Grantor and Escrow Agent on or before the expiration of the Inspection Period, Grantee shall be deemed to be satisfied with the Property and the Earnest Money shall be non-refundable to Grantee, except in the event of a default hereunder by Grantor, or upon the failure of Grantee to obtain the Development Approval, or pursuant to any other provision of this Agreement providing for the return of Earnest Money to Grantee.

For purposes of this Agreement, the term “**Inspection Period**” means the period commencing on the Effective Date and expiring at 5:00 p.m. (Arizona time) one hundred eighty (180) calendar days thereafter.

**8. Processing of Planning and Zoning, Prior to Closing:**

(a) Grantee is hereby authorized to apply for and complete a Zoning and General Plan Amendment

(b) To the extent that the Property must be platted or subdivided to be lawfully transferred to Grantee as a legally subdivided parcel, Grantor, at Grantor’s sole cost and expense, shall cause such platting or subdivision to be done prior to Closing

(c) Grantee shall prepare and submit to Grantor for review and approval, in Grantee’s sole and absolute discretion, a comprehensive site plan including, elevations, and design plans, landscape plans and any other development plans and items typically submitted to governmental agencies in conjunction with the Project.

**9. Maintenance of Property**

Grantor shall take no action to change the condition of the Property from the Effective Date until Closing.

**10. Conditions to Closing.**

(d) Grantor’s Conditions. Notwithstanding anything to the contrary contained herein, for the benefit of Grantor, the Closing shall be expressly conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Grantor’s written waiver thereof, it being agreed that Grantor may waive any, all or none of such conditions):

(i) Grantee’s Obligations. Grantee shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Grantee; and

(ii) Grantee’s Representations. All covenants, representations, and warranties made by Grantee to Grantor in this Agreement shall be true and correct as of the Closing Date.

(e) Grantee’s Conditions. Notwithstanding anything to the contrary contained herein, for the benefit of the Grantee, the Closing shall be expressly conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Grantee’s written waiver thereof, it being agreed that Grantee may waive any, all or none of such conditions):

(i) Grantor's Obligations. Grantor shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Grantor; and

(ii) Grantor's Representations. All covenants, representations, and warranties made by Grantor to Grantee in this Agreement shall be true and correct as of the Closing Date.

In the event that one or more of the conditions in Section 9(a) or 9(b) are not satisfied as of the closing, Grantor or Grantee, as applicable, may elect either to proceed to Closing or to terminate this Agreement upon written notice to the other. Upon a termination pursuant to the provisions of this Section 9, the terminating party shall be entitled to the Earnest Money and this Agreement shall be null and void and of no further force or effect, with Grantee and Grantor having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

11. Conveyance of Title. At Closing, Grantor shall convey fee simple title to the Property to Grantee pursuant to the Special Warranty Deed, subject only to the following: (i) all real estate taxes, supplemental taxes and assessments not yet due and payable; and (ii) all Title & Survey Objections waived by Grantee pursuant to Section 7(a)(i) above. Notwithstanding the foregoing, Grantor covenants to convey the Property to Grantee free and clear of: (i) all monetary liens and encumbrances; and (ii) all other contractual or governmental interests in the Property, if any.

12. Closing Documents.

(a) Deposits by Grantor. Grantor shall deliver at the Closing the following documents (which shall be duly executed and acknowledged, where necessary, by Grantor as appropriate):

(i) The Special Warranty Deed;

(ii) any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Grantor, duly executed by Grantor;

(iii) such evidence as the Escrow Agent shall reasonably require as to the authority of the parties acting on behalf of Grantor to enter into this Agreement and to discharge the obligations of Grantor pursuant hereto;

(iv) a closing statement which sets forth the distribution of the Purchase Price and other funds;

(v) an Affidavit of Property Value, if required, which may be executed on behalf of the Grantor by the Escrow Agent; and

(vi) the Escrow Agreement and Special Warranty Deed (as such terms are defined below).

(b) Deposits by Grantee. Grantee shall deliver at the Closing the following documents (which shall be duly executed and acknowledged, where necessary, by Grantee as appropriate) and the following funds:

(i) such evidence as the Escrow Agent shall reasonably require as to the authority of the parties acting on behalf of Grantee to enter into this Agreement and to discharge the obligations of Grantee pursuant hereto;

(ii) a closing statement which sets forth the distribution of the Purchase Price and other funds;

(iii) an Affidavit of Property Value, which may be executed on behalf of Grantee by the Escrow Agent;

(iv) the balance of the Purchase Price plus Escrow Agent's estimate of Grantee's share of closing costs, prorations and charges payable pursuant to this Agreement;

(v) any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Grantee, duly executed by Grantee; and

(vi) the Escrow Agreement and Special Warranty Deed (as such terms are defined below).

13. Condemnation. In the event that at any time between the making of this Agreement and Closing, all or a material portion of the Property (as shall be determined by Grantee in its reasonable discretion, taking into account the planned construction and development of the Property) is condemned or threatened to be condemned by any legally constituted authority for any public use or purpose, then Grantee may elect to either: (a) terminate this Agreement upon the earlier of (i) forty-five (45) days after receipt of the notice of condemnation, or (ii) the Closing Date, in which event the Earnest Money paid by Grantee shall be immediately refunded by Escrow Agent to Grantee, and neither Grantee nor Grantor shall have any further liabilities, obligations or rights hereunder except as otherwise set forth herein, or (b) have the terms of this Agreement remain in full force and effect and binding on the parties hereto, and Grantee shall accept an assignment from Grantor at Close of Escrow of all amounts due from any governmental entity arising out of the taking thereof.

14. Assignment. Grantee shall not assign or otherwise transfer any of its rights under this Agreement under any circumstance without the prior written consent of Grantor which may be given or withheld in Grantor's sole discretion. Any such assignment or transfer without Grantor's consent shall be absolutely null and void and shall constitute a default by Grantee under this Agreement.

15. Restriction on Future Transfer. Grantee acknowledges that its purchase of the property is a material inducement and component of Grantor's willingness to sell the Property to Grantee on the terms set forth in this Agreement. Grantee also acknowledges that Grantor is relying on Grantee's representations and would not necessarily sell the Property to Grantee but for the use of the Property for the Project.

16. **Notices.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be delivered by e-mail, personal delivery, overnight delivery service, or United States registered or certified mail, return receipt requested, postage prepaid (all of the foregoing, a “**Delivery Service**”), addressed as follows:


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

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

With a copy to:            The City of Glendale  
5850 W. Glendale Avenue  
Glendale, Arizona 85301  
Attention: Matthew Hess  
mhess@glendaleaz.com

To Purchaser:             Veteran’s Community Project  
National Headquarters  
8900 Troost Avenue  
Kansas City, MO 64131  
Attn: Bryan Meyer, CEO  
bmeyer@vcp.org

With a copy to:

Veteran’s Community Project  
National Headquarters  
8900 Troost Avenue  
Kansas City, MO 64131  
Attn: Angela Gum  
agum@vcp.org 

With a copy to:

Veteran’s Community Project

National Headquarters  
8900 Troost Avenue  
Kansas City, MO 64131  
Attn: Ben Hendershot  
bhendershot@vcp.org

To Escrow Agent: Jason Bryant, Security Title Agency, Inc.  
2415 E. Camelback Road, Suite 200,  
Phoenix, Arizona 85016  
jbryant@securitytitle.com  
602-230-6271

or to such other address as any party may from time to time designate by notice in writing to the other parties. All notices given pursuant to this Agreement shall be deemed given three (3) business days following deposit with a Delivery Service, except in the case of e-mail (in which case notice shall be deemed to be given when such email is sent).

17. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver, or discharge is sought.

18. **Legal Fees.** In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and court costs actually incurred (without regard to statutory interpretation).

19. **Brokers.** Grantee and Grantor hereby represent each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate broker, agent, or salesman, so as to create any legal right in any such broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Property or the other transactions contemplated by this Agreement. Grantor and Grantee hereby agree to indemnify and hold the other harmless from and against any and all claims (including, without limitation, court costs and reasonable attorneys' fees actually incurred in connection with any such claims) for any other real estate commissions or similar fees arising out of or in any way connected with any breach of the foregoing representation. This Section 19 shall survive the Closing or earlier termination of this Agreement.

20. **Default.**

(a) **By Grantee; Liquidated Damages.** If Grantee commits a material default under this Agreement, then if such default is not cured within ten (10) business days following written notice setting out the nature of such default, (provided if such default cannot be reasonably cured within ten (10) business days, then such cure period shall be extended for up to sixty (60) days so long as Grantee diligently pursues such cure using commercially reasonable efforts), then

Grantor may instruct the Escrow Agent to cancel the Escrow, and Grantor shall thereupon be released from its obligations hereunder. Grantee and Grantor agree that based upon the circumstances now existing, known and unknown, it would be impractical, or extremely difficult to establish Grantee's damage by reason of Grantee's default. Accordingly, Grantee and Grantor agree that in the event of default by Grantee under this Agreement, it would be reasonable at such time to award Grantor "liquidated damages" equal to the Earnest Money, and Grantor may instruct the Escrow Agent to cancel the Escrow and immediately pay over to Grantor the Earnest Money. The payment of said liquidated damages, therefore, shall constitute Grantor's sole and exclusive remedy against Grantee at law and in equity and shall be in lieu of the exercise by Grantor of any other legal or equitable right or remedy that Grantor may have against Grantee as a result of Grantee's default. Nothing in this paragraph shall limit Grantor's independent right of recourse against Grantee with respect to any indemnity made by Grantee to Grantor in accordance with the provisions of this Agreement which, by the operative terms hereof, survives termination.

(b) **By Grantor.** If Grantor commits a material default under this Agreement, then if such default is not cured within ten (10) business days following written notice setting out the nature of such default (provided if such default cannot be reasonably cured within ten (10) business days, then such cure period shall be extended for up to sixty (60) days so long as Grantor diligently pursues such cure using commercially reasonable efforts), then Grantee shall be entitled to the following exclusive remedies for such failure: (i) terminate this Agreement, in which event Escrow Agent shall return to Grantee the Earnest Money; or (ii) pursue the remedy of specific performance of this Agreement. Nothing in this paragraph shall limit Grantee's independent right of recourse against Grantor with respect to any indemnity made by Grantor to Grantee in accordance with the provisions of this Agreement which, by the operative terms hereof, survives termination. Grantee and Grantor hereby acknowledge and agree that the Property is unique and that specific performance is an appropriate remedy.

21. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

22. **Waiver.** Failure of either Grantee or Grantor 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 Grantee's or Grantor's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

23. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. For purposes of negotiating and finalizing this Agreement, any signed document transmitted by e-mail with confirmation of receipt shall be treated in all manners and respects as an original document. The signature of any party transmitted as aforesaid shall be considered for all purposes as an original signature and any such document shall be considered to have the same binding legal effect as an original document executed, delivered, and exchanged between the parties. Grantor and Grantee hereby agree that neither shall raise the use of an e-mail transmission of signatures as a defense to this Agreement and each hereby waives such a defense.

24. **Captions; Construction.** All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing,

limiting, or otherwise varying the text of this Agreement. The parties hereto hereby acknowledge and agree that: (i) each party hereto is of equal bargaining strength; (ii) each such party has actively participated in the drafting, preparation, and negotiation of this Agreement; (iii) each such party has had the opportunity to consult with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement; (iv) each such party has reviewed this Agreement and has agreed to enter into this Agreement following such review; and (v) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

25. **Definitions.** Capitalized terms not otherwise defined in the body of this Agreement have the meaning set forth as follows:

(a) **“Force Majeure Event”** shall mean an event or circumstance which is beyond the control and without the fault or negligence of the party affected, such as the following: (a) riot, war, acts of terrorism, or similar armed conflict, (b) earthquakes, floods, fires, tornadoes, hurricanes, or other physical natural disaster, and (c) strikes, labor disputes, or shortages of materials at a national level, and delays due to approvals, permits, licenses and other entitlements to be issued with regard to the Property and the Intended Use.

26. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

27. **Entire Agreement.** Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Grantor and Grantee, their heirs, successors, legal representatives and assigns. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, between Grantee and Grantor as to the purchase and sale of the Property. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

28. **Date for Performance.** If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

29. **Date of Agreement.** This Agreement shall become effective only upon the full execution and delivery thereof by Grantee and Grantor. The **“Effective Date”** of this Agreement shall be the date upon which this Agreement has been executed by both Grantee and Grantor and a mutually executed copy is tendered to Escrow Agent.

30. **Closing Responsibility.** Grantor and Grantee hereby appoint Escrow Agent, and Escrow Agent hereby agrees to act, as “the person responsible for closing” the transaction which

is the subject of this Agreement (as the same may be amended from time to time) pursuant to Section 6045(e) of the Internal Revenue Code.

31. **Survival of Covenants.** The covenants, representations, and warranties of the parties set forth in this Agreement which are expressly provided in this Agreement to survive Closing, shall survive the recordation of the Deed and the Close of Escrow and shall not be deemed merged into the Deed upon its recordation.

32. **Required Actions of Purchaser and Seller.** Grantee and Grantor agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate the purchase and sale herein contemplated and shall use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

33. **Limitation on Seller's Liability.** Grantee agrees that Grantor shall not have any liability, obligation or responsibility of any kind with respect to the content or accuracy of any Grantor Information.

34. **Seller's Representations.** In consideration of Grantee entering into this Agreement and as an inducement to Grantee to acquire the Property from Grantor, Grantor makes the following representations and warranties, each of which is material, shall be true and accurate as of the Effective Date and as of Close of Escrow as if those representations and warranties were made on and as of such time, and is being relied upon by Grantee (the continued truth and accuracy of which shall constitute a condition precedent to Grantee's obligations hereunder):

(a) **Authority.** Grantor has the full power and authority to sell the Property, and has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly and validly authorized, executed and delivered by Grantor and no other authorization or action is requisite to the valid and binding execution, delivery and performance of this Agreement by Grantor.

(b) **Third Party Consents.** No consents or waivers of or by any third party are necessary to permit the consummation by Grantor of the transactions contemplated pursuant to this Agreement.

(c) **Verification.** To the best of Grantor's knowledge: (i) all statements made and all information given to Grantee in connection with this Agreement are true and accurate in every material respect and no material fact with respect thereto has been withheld from the Grantee; (ii) no representation or warranty of Grantor in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading; and (iii) Grantor has no knowledge or information of any facts, circumstances, or conditions which do or would materially adversely affect the Property, except as Grantor otherwise discloses to Purchaser in writing during the Inspection Period.

(d) **Adverse Matters.** There are no: (i) claims, actions, suits, condemnation actions, or other proceedings pending or, to the knowledge of Grantor, threatened by any entity; (ii) approvals, permits, easements, rights-of-way, zoning changes, uses or rights that have been denied or to the knowledge of Grantor may be denied, by any governmental department or agency;

or (iii) to the knowledge of Grantor, violations of any law, statute, government regulation or requirement, that in any manner or to any extent may materially and adversely affect the Property, Grantee's Intended Use of the Property, or Grantee's right, title or interest in and to the Property.

(e) Actions of Grantor. Grantor shall not sell, convey, assign, lease or otherwise transfer all or any part of the Property, or cause or permit by Grantor or those claiming by, through, or under Grantor any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the Property from the date hereof until Close of Escrow and recordation of the Deed.

(f) Maintain Property. During the course of Escrow, Grantor shall maintain the Property in the same state of repair as of the date hereof.

(g) Environmental. Grantor has no actual knowledge and has conducted no investigations or due diligence activities to determine if there exists or has existed and Seller itself has not caused or been responsible for: (i) any generation, production, transportation, storage, treatment, discharge, disposal, release or threatened release upon or under the Property of any Hazardous Material or any violation of Environmental Laws; or (ii) any storage tanks or impoundments (either above or below the ground) or septic tanks.

(h) Agreements. Grantor is not a party to or a participant in, and to the actual knowledge of Seller no previous or other proposed owner or developer of the Property is a party to or a participant in, any agreement (including but not limited to any kind of shared expense agreement, repayment agreement, reimbursement agreement, development payback agreement or joint development agreement) or understanding with or commitment in favor of the City of Glendale, Maricopa County, any other Federal, state or local governmental or regulatory agency or entity, any school district, any utility company, any other property owner, developer or proposed owner or developer, or any similar person or entity, that might now or in the future impose or result in or be deemed to impose or result in costs, claims, obligations, responsibilities, restrictions, disapprovals, penalties or adverse effects of any nature materially affecting the Property or the development of the Property or the owner or developer of the Property, except as is disclosed on the Title Commitment or the Seller Information or as has been fully disclosed in writing to Purchaser.

(i) Notices. Grantor shall promptly provide Grantee with copies of any written notices it receives as owner of the Property from any governmental entity, utility, improvement district, or other person of any new (or increases in existing) development fees, impact fees, assessments or other fees or charges that will be levied (or are under consideration by any such entity) or of any other matter that would materially affect Grantee's ownership, development or Intended Use of the Property.

35. **Grantee's Representations and Warranties.** In consideration of Grantor entering into this Agreement and as an inducement to Grantor to sell the Property to Grantee, Grantee makes the following representations and warranties, each of which is material and is being relied upon by Grantor (the continued truth and accuracy of which shall constitute a condition precedent to Grantor's obligations hereunder):

(a) Authority. Grantee has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Grantee is requisite to the valid and binding execution, delivery and performance of this Agreement by Grantee.

(b) Representations. All representations and warranties of Grantee set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

36. **Specially Designated Nationals And Blocked Persons List**. Each party represents and warrants to the other party that neither the party nor any Representative of such party (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the “Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively in this Section 35 called the “Orders”); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted; pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. For purposes of this Section 35 only, the term “Person” shall mean an individual, corporation, partnership, joint venture, association, firm, joint stock company, trust, limited liability company, unincorporated association or other entity; and the term “Representative” shall mean the officers, directors, shareholders, partners, council members, board members, staff, committee members, planning and other commissioners, officials, employees, members, agents, principals, independent contractors, attorneys, accountants and representatives of the referenced Person and the predecessors, heirs, successors and assigns of any such Person.

37. **Like-Kind Exchange**. Grantee, by notice to Grantor, may assign the legal interests in this Agreement to a qualified tax-deferred exchange intermediary for the purpose of effecting a tax-deferred, like-kind exchange. Grantor shall reasonably cooperate with Grantee to assign its interest; provided, however, that: (i) Grantor shall not be required to incur any additional costs, liabilities, or delays in connection with this assignment; (ii) Grantor shall not have any obligation to act as an exchanging party and shall not be obligated to take title to any exchange property; and (iii) Grantor shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of Grantor’s performance of the acts required hereby.

38. **Buyback**.

(a) Grantor’s Repurchase Right. Grantor is selling and transferring the Property in reliance on Grantee’s express representation that Grantee is intending to use the Property for the Project. Provided that Grantor is not then in default of this Agreement, and subject further to Force Majeure Events, in the event that Grantee fails to initiate construction of the Project within **180** days of close of escrow or after the initiation of construction fails to complete

construction within twenty-four (24) months of start of construction (“**Fundamental Breach**”), then Grantor may exercise its option to repurchase the Property (“**Repurchase Right**”) by delivering written notice of such Fundamental Breach and its election to repurchase the Property (the “**Repurchase Notice**”) to the Grantee and the Escrow Agent. Such Repurchase Notice must be provided no later than thirty (30) days following the occurrence of the Fundamental Breach. No later than thirty (30) days following the occurrence of the Fundamental Breach, Grantor must deposit with the Title Company an earnest money deposit of Twenty-Five Thousand Dollars (\$25,000.00) (“**Repurchase Earnest Money Deposit**”) which shall be applicable to the Repurchase Price (as defined below) but non-refundable except as set forth in Section 37(c).

(b) Closing the Repurchase. If the Seller exercises its Repurchase Right as set forth herein, the price for such repurchase shall be an aggregate amount equal to the original Purchase Price (the “**Repurchase Price**”). The closing of the repurchase of the Property shall be no later than ninety (90) days after the delivery of the Repurchase Notice. The Repurchase Price shall be payable in cash or other immediately available funds. Title to the Property shall be conveyed by the Grantee to the Grantor by Special Warranty Deed, subject to all real estate taxes, installments of special assessments, easements, restrictions, covenants and conditions of record, except delinquent real property taxes or delinquent installments of special assessments. Any mortgage or liens, including potential mechanics liens or other liens outstanding on the Property caused by Grantee, shall be discharged by the Grantee at the closing of such transaction. Grantee shall also remain liable and indemnify Grantor for any environmental condition (including any release or threat of release of a hazardous substance, pollutant or contaminant or any violation of a local, state or federal environmental law as herein defined) which Grantee created, caused or exacerbated (but only to the extent of such exacerbation) at the Property after taking possession of the Property at the Closing. Current real property taxes and installments of special assessments shall be prorated as of the date of Closing. The costs of closing and title insurance shall be paid in the manner set forth in Section 3.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set out below their respective signatures.

**“GRANTOR”**

**“GRANTEE”**

CITY OF GLENDALE  
an Arizona municipal corporation

VETERANS COMMUNITY PROJECT, INC.  
an Arizona non-profit corporation

By: \_\_\_\_\_  
Name: Kevin R. Phelps  
Title: Glendale City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

Purchase and Sale Agreement

CITY OF GLENDALE SIGNATURE PAGE

ATTEST:

\_\_\_\_\_  
Julie K. Bower, (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey,  
City Attorney

Acceptance by Escrow Agent:

Security Title Agency, Inc. hereby acknowledges that it has received a fully executed counterpart of the Agreement and agrees to act as Escrow Agent thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Agent.

Security Title Agency, Inc.

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

Name:

Its:

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

EXHIBIT A

DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GLENDALE, COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of Lot 11 as said lot is shown on the plat entitled HADSELL'S ADDITION TO GLENDALE, recorded June 4, 1892 in Book 2, of Maps, at Page 10, Official Records Maricopa County Recorder and situated in the Northwest Quarter of Section 6, Township Two North, Range Two East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a found 3" Arizona Highway Department brass cap in hand hole, down 0.8 feet, marking the locally accepted Center of Section 6, from which a found ½" rebar in pothole, down 0.1 feet, marking the North quarter corner of said Section 6, bears North 00°18'56" East 2636.85 feet; (Basis of Bearings as shown on the RIGHT-OF-WAY PLANS FOR THE WICKENBURG-PHOENIX HIGHWAY, PROJECT NUMBER: MA-149-H7292-01R, DRAWING NUMBER D-7-T-1001, prepared by Arizona Department of Transportation, dated October 30, 2020, hereinafter known as ADOT PLANS);

Thence North 00°18'56" East along the North-South mid-section line, a distance of 404.48 feet:

Thence South 88°55'28" West, a distance of 33.01 feet, to the Northeast corner of the property described in Warranty Deed 2023-0405469, Official Records Maricopa County Recorder, to the TRUE POINT OF BEGINNING;

Thence continuing along the North line thereof, South 88°55'28" West, a distance of 96.10 feet to a point on the Easterly right of way line of US Highway 60 (Grand Avenue) as shown on said ADOT PLANS;

Thence Northwesterly along said Easterly right of way for the following two courses; North 43°37'38" West, a distance of 442.74 feet;  
North 44°40'03" West, a distance of 449.04 feet to the beginning of a tangent curve to the right, having a radius of 4,950.00 feet;

Thence along the Easterly right of way line of US Highway 60 (Grand Avenue) as described in Resolution of Abandonment Number 2017-03-A-017, recorded 2017-0435393, Official Records Maricopa County Recorder, Northwesterly along the arc of said curve, through a central angle of 04°08'06", a chord bearing of North 42°36'00" West, a chord distance of 357.16 feet, and an arc distance of 357.24 feet to a point on the North line of said Lot 11 of HADSELL'S ADDITION TO GLENDALE;

Thence along the North line of said Lot 11, North 88°55'28" East, a distance of 486.74 feet to the Northwest corner of the property described in Quit Claim Deed 2015-0085306, Official Records Maricopa County Recorder;

Thence along the West line thereof, South 00°18'56" West, along a line parallel with and 477.33 feet West of the East line of said Lot 11, a distance of 87.46 feet to the Southwest corner thereof;

Thence North 88°55'28" East, a distance of 74.23 feet to the Northwest corner of the property described in Warranty Deed 1997-0521215, Official Records Maricopa County Recorder;

Thence along the West line thereof, South 00°18'56" West, a distance of 194.63 feet to the Southwest corner of said property described in Warranty Deed 1997-0521215;

Thence along the South line thereof, North 88°55'28" East, a distance of 371.24 feet;

Thence continuing along said South line, North 44°37'12" East, a distance of 35.78 feet to the Northeast corner of the property described in Special Warranty Deed 2008-0809636, Official Records Maricopa County Recorder;

Thence along a line parallel with and 40.00 feet West of said North-South Mid-Section line, South 00°18'56" West, a distance of 95.02 feet to a point on the North line of the property described in Special Warranty Deed 2023-0122741, Official Records Maricopa County Recorder;

Thence along the North line thereof, South 88°55'28" West, to the Northwest corner of said property, a distance of 178.00 feet;

Thence South 00°18'56" West, a distance of 279.89 feet along the West line of said property, to the Southwest corner thereof;

Thence along the South line thereof North 88°55'28" East, a distance of 185.00 feet to the Southeast corner of said property described in Special Warranty Deed 2023-0122741;

Thence along the East line of said Lot 11 of HADSELL'S ADDITION TO GLENDALE, parallel with and 33.00 feet West of said North-South Mid-Section line South 00°18'56" West, a distance of 287.05 feet to the TRUE POINT OF BEGINNING.

Containing 318,220 square feet, or, 7.305 acres of land, more or less.

APNs: 143-34-009A, 143-34-008G, 143-34-008H, 143-34-001B, 143-34-010A, 143-34-005A, and 143-34-006C

EXHIBIT B

WHEN RECORDED MAILTO:  
Veteran’s Community Project  
National Headquarters  
8900 Troost Avenue  
Kansas City, MO 64131

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**SPECIAL WARRANTY DEED**

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

**SPECIAL WARRANTY DEED**

CITY OF GLENDALE, an Arizona municipal corporation (“Grantor”), for and in consideration of the Ten Dollars (\$10.00), in hand paid to Grantor by Veterans Community Project, Inc., an Arizona nonprofit corporation (“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 in 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.

**WHEREAS**, on September 12, 2023, the Parties entered into a Memorandum of Understanding (“MOU”) (City contract no. C23-096) to commit partial Grantor funding received from the State of Arizona Legislature (“State”) to reimburse Grantee for certain predevelopment costs and to outline the terms and conditions under which the Grantor and Grantee will pursue the predevelopment and development of a non-congregate transitional housing project to serve Glendale Veterans (“**Project**”) which is more particularly described in **Exhibit B** attached hereto.

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTOR:

CITY OF GLENDALE, an Arizona municipal corporation



## Exhibit A of Special Warranty Deed

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GLENDALE, COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of Lot 11 as said lot is shown on the plat entitled HADSELL'S ADDITION TO GLENDALE, recorded June 4, 1892 in Book 2, of Maps, at Page 10, Official Records Maricopa County Recorder and situated in the Northwest Quarter of Section 6, Township Two North, Range Two East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a found 3" Arizona Highway Department brass cap in hand hole, down 0.8 feet, marking the locally accepted Center of Section 6, from which a found ½" rebar in pothole, down 287.05 feet, marking the North quarter corner of said Section 6, bears North 00°18'56" East 2636.85 feet; (Basis of Bearings as shown on the RIGHT-OF-WAY PLANS FOR THE WICKENBURG- PHOENIX HIGHWAY, PROJECT NUMBER: MA-149-H7292-01R, DRAWING NUMBER D-7-T-1001, prepared by Arizona Department of Transportation, dated October 30, 2020, hereinafter known as ADOT PLANS);

Thence North 00°18'56" East along the North-South mid-section line, a distance of 404.48 feet:

Thence South 88°55'28" West, a distance of 33.01 feet, to the Northeast corner of the property described in Warranty Deed 2023-0405469, Official Records Maricopa County Recorder, to the TRUE POINT OF BEGINNING;

Thence continuing along the North line thereof, South 88°55'28" West, a distance of 96.10 feet to a point on the Easterly right of way line of US Highway 60 (Grand Avenue) as shown on said ADOT PLANS;

Thence Northwesterly along said Easterly right of way for the following two courses; North 43°37'38" West, a distance of 442.74 feet;  
North 44°40'03" West, a distance of 449.04 feet to the beginning of a tangent curve to the right, having a radius of 4,950.00 feet;

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Thence along the North line of said Lot 11, North 88°55'28" East, a distance of 486.74 feet to the Northwest corner of the property described in Quit Claim Deed 2015-0085306, Official Records Maricopa County Recorder;

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Thence North 88°55'28" East, a distance of 74.23 feet to the Northwest corner of the property described in Warranty Deed 1997-0521215, Official Records Maricopa County Recorder;

Thence along the West line thereof, South 00°18'56" West, a distance of 194.63 feet to the Southwest corner of said property described in Warranty Deed 1997-0521215;

Thence along the South line thereof, North 88°55'28" East, a distance of 371.24 feet;

Thence continuing along said South line, North 44°37'12" East, a distance of 35.78 feet to the Northeast corner of the property described in Special Warranty Deed 2008-0809636, Official Records Maricopa County Recorder;

Thence along a line parallel with and 40.00 feet West of said North-South Mid-Section line, South 00°18'56" West, a distance of 95.02 feet to a point on the North line of the property described in Special Warranty Deed 2023-0122741, Official Records Maricopa County Recorder;

Thence along the North line thereof, South 88°55'28" West, to the Northwest corner of said property, a distance of 178.00 feet;

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Thence along the East line of said Lot 11 of HADSELL'S ADDITION TO GLENDALE, parallel with and 33.00 feet West of said North-South Mid-Section line South 00°18'56" West, a distance of 287.05 feet to the TRUE POINT OF BEGINNING.

Containing 318,220 square feet, or, 7.305 acres of land, more or less.

APNs: 143-34-009A, 143-34-008G, 143-34-008H, 143-34-001B, 143-34-010A, 143-34-005A, and 143-34-006C

## EXHIBIT B of Special Warranty Deed

### Land Use Restrictions

FURTHER, this conveyance is made upon the express condition, to wit:

#### USE RESTRICTION.

That the Property shall be used exclusively for a minimum of 50 units of non-congregate transitional housing for homeless and at-risk Veterans and associated wrap-around services with in-depth case management focused on self-sufficiency and housing stability including a minimum of 10 units for clients experiencing literal homelessness as defined by the Department of Housing and Urban Development (HUD) in Title 24 of the Code of Federal Regulations Part 578, Section 3. Such definition is as follows:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or
2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

That the use of the Property shall ensure compliance with federal, state, and County requirements as they related to the federal ARPA and general federal grant requirements including reporting requirements.

Grantee shall ensure compliance with laws, rules, and regulations regarding public improvements and state and local zoning, fire, environmental, health, and safety standards and regulations including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended for the lifetime of the project.

Grantee shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work and comply with all laws regarding unemployment insurance, disability insurance and worker's compensation related to the use of the Property.

Grantee shall at all times use the property in accordance with the Developer Agreement entered into ( \_\_\_ *date* \_\_\_ ) ( \_\_\_ *Recording Number* \_\_\_ ) between **Veterans Community Project, Inc., an Arizona nonprofit corporation** and the City of Glendale, an Arizona municipal corporation.

And it is expressly agreed that in the event the foregoing conditions, or any thereof, be broken by the Grantee, its successors or assigns, or legal representatives, this conveyance shall become null and void, and title to the premises herein shall revert to the Grantor and the Grantor, its legal representatives or assigns shall have the right to enter upon and possess said premises with their privileges and appurtenances and hold the same forever, and that said grantee, its successors and assigns, in accepting this conveyance, or any (other) conveyance founded upon it, agree to all and every foregoing condition.