

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND
CITY OF GLENDALE FOR THE TRANSFER OF REAL PROPERTY (APN 142-60-003Q)
AND ESCROW INSTRUCTIONS**

(C-78XXXXXX)

This Intergovernmental Agreement and Escrow Instructions (“**Agreement**”) is between County of Maricopa, a political subdivision of the State of Arizona (“**County**”), and City of Glendale, a municipal corporation (“**City**”). County and City are collectively referred to as the Parties or individually as a Party.

RECITALS

WHEREAS, A.R.S. §11-251 authorizes County to purchase real property for public purposes and A.R.S. §11-952 authorizes public agencies to enter into intergovernmental agreements;

WHEREAS, on December 26, 2008, the Maricopa County Board of Supervisors approved an intergovernmental agreement (the “**2008 IGA**”) between County and the cities of El Mirage, Glendale, and Peoria (the “**Project Partners**”) for improvements to Northern Parkway from State Route 303 to U.S. 60 (the “**Northern Parkway Project**”);

WHEREAS, City purchased Property, defined below, located on the south side of Northern Avenue and west of New River Channel, commonly known as Assessor’s Parcel Number APN 142-60-003Q, to be used as right-of-way for the Northern Parkway Project using local funds;

WHEREAS, City now desires to transfer the Property to County and County now desires to accept the transfer of the Property for one or more public purpose, including, but not limited to, providing the needed right-of-way for the Northern Parkway Project and providing a County-operated animal shelter.

NOW THEREFORE, for the good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

TERM AND CONDITIONS

**ARTICLE I
TRANSFER OF PROPERTY**

1.1 The Property. City purchased the Property, which is legally described and depicted on **Exhibits A and A-1**, respectively (the “**Property**”), in 2007 for use as right-of-way for the Northern Parkway Project. The Property is bounded on the east by New River Channel, which is owned by the Flood Control District of Maricopa County (“**FCD**”), and on the west by Assessor’s Parcel Number 142-60-009A (the “**MGSC Parcel**”), which is owned by MG SPORTS COMPLEX, LLC (“**MGSC**”). County is party to a purchase and sale agreement with MGSC and intends to purchase the northern portion of the MGSC Parcel. The land County intends to purchase is described and depicted on **Exhibits B-1 and B-2**, respectively (the “**County Parcel**”).

1.2 Transfer Costs. The cost associated with the transfer of the Property is Two Million One Hundred-Fifty Thousand Two Hundred Fifty-Three Dollars (\$2,150,253) (“**Transfer Costs**”) and shall be paid by County to City on or before the Close of Escrow as defined below.

1.3 Escrow.

1.3.1. Escrow Agent. The escrow agent (“**Escrow Agent**”) for this Agreement is:

Company: Security Title Agency, Inc
Address: 4722 N. 24th St. Ste. 200, Phoenix AZ 85016
Agent: Jason Bryant
Phone: (602) 230-6297
Fax: (602) 926-0452
e-mail: jlbryant@securitytitle.com

1.3.2. Escrow Instructions. This Agreement also constitutes escrow instructions to Escrow Agent.

1.3.3. Escrow Opening Date. The “**Escrow Opening Date**” shall be the date that a fully executed and/or conformed original or copy or counterpart original(s) or copy/ies of this Agreement are delivered to the Escrow Agent. County shall deposit Two Hundred Thousand Dollars (\$200,000) (“**Earnest Money Deposit**”) into the escrow account withing ten (10) days of the Escrow Opening Date.

1.3.4. Close of Escrow Date. Close of Escrow shall occur no later than thirty (30) days after the expiration of the Inspection Period, which date shall be referred to as the “**Close of Escrow**”. County shall establish the date for Close of Escrow with at least seven (7) days’ prior written notice to City and Escrow Agent. The Director of Real Estate of Maricopa County may, in its sole discretion, determine Close of Escrow as provided in this Section 1.3.4. Notwithstanding the foregoing, provided that all conditions have been satisfied, the Close of Escrow shall occur no later than thirty (30) days after the expiration of the Inspection Period. All real property taxes and assessments, income and expense prorations, if any, shall be as of the last day of the month of the Close of Escrow. At the Close of Escrow, both the title to, and possession of, the Property shall be transferred from City to County.

1.3.5. Title Insurance; Close of Escrow Costs and Prorations.

- a) Escrow Agent shall issue, or cause to be issued, a standard coverage owner’s policy of title insurance in the amount of the Transfer Costs and naming County as the insured. City agrees that the cost of the standard coverage owner’s title policy, and the cost to remove any liens, including but not limited to liens resulting from any delinquent real property taxes and assessments due (if any) on the Property, shall be deducted from City’s proceeds, and/or City’s funds, at Close of Escrow. City is responsible for all real property taxes that have accrued on the Property through Close of Escrow. County is exempt from the payment of real property taxes by operation of law. City shall pay transfer taxes (if any) recording fees, and all other fees and costs incurred to repay any liens or other expenses. County and City each agree to pay one-half (1/2) of the escrow fee except as previously stated herein. Each Party agrees to pay its own attorney fees.

- b) All of the above-referenced costs that are the responsibility of County shall be paid into escrow on or before the Close of Escrow in addition to the Transfer Costs. Any monetary encumbrances existing against the Property at the Close of Escrow, and all costs that are the responsibility of City shall be paid from City's proceeds, and/or City's funds, prior to, or at Close of Escrow as required by Escrow Agent and prior to any distributions to City. City shall deliver fully executed releases in form able to be recorded and in form acceptable to the Escrow Agent such that they may be removed as exceptions to title for any and all costs and encumbrances that are not to be paid by the Escrow Agent from City's proceeds at Close of Escrow.

1.3.7. Close of Escrow Documents. On or before the Close of Escrow, City shall deliver to Escrow Agent:

- a) A special warranty deed, duly executed and acknowledged on behalf of City, conveying the Property to County, the form of which is attached hereto and made a part hereof as Exhibit C.
- b) Such other documents as shall be reasonably required by County and/or Escrow Agent as a condition to insuring title to the Property and as required to effectuate the Close of Escrow.

1.4 Title Commitment.

1.4.1. Preliminary Title Report. Within ten (10) business days of the Escrow Opening Date, Escrow Agent shall provide to County and City, at City's expense, a Commitment for Title Insurance for the Property (the "**Title Report**") together with legible copies of all documents specifically described in Schedule B II thereof, for County's review. Further, in the event that any updates, supplements or amendments to the Title Report are subsequently prepared, copies of such documents shall be timely delivered by Escrow Agent to both County and City.

1.4.2. Title Objections; No Obligation to Act.

- a) Except with respect to any title exception intentionally and voluntarily created by City after the issuance of the Title Report, nothing herein shall be deemed to impose on City any obligation to bring any action or proceeding, or to expend any unreasonable sum or effort in order to fulfill any condition, nor shall County otherwise have any right or action against City in respect thereof. Notwithstanding anything to the contrary in this Agreement, and without the need to make any formal written title objections, County objects to: (i) all deeds of trust and/or mortgages; (ii) all assignments of leases, licenses, rents and UCC-1 financing statements; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iv) any options or rights of purchase; and (v) notices of lease, possession, or occupancy rights to all or part of the Property (collectively, "**Non-approved Exceptions**").
- b) At County's option, but not as a condition precedent to County's obligation to close escrow, County may procure an extended coverage title insurance policy, if available, in which event County shall pay the amount of increased premium (including for any endorsements requested by County) and the cost of any survey necessary to obtain

extended coverage title insurance issued through the Escrow Agent in the form in use on the date of issue, insuring County in the amount of the Transfer Costs of the Property.

1.4.3 Title Clearing. Within ten (10) business days of the Escrow Opening Date, Escrow Agent shall contact City and all other necessary entities to obtain lien release, consent to sale, and/or consent to assignment requirements from all existing mortgages, liens, judgments, contracts, lessees, lessors, etc. as well as begin any and all document preparation for title clearing. City, at City's sole cost and expense, will fully pay and discharge, and/or ensure release of, any Non-approved Exceptions on or before the Close of Escrow.

1.5 Investigations; Right of Entry.

1.5.1. County's Investigations; Right of Entry.

- a) **Inspection Period; County's Investigations.** Commencing on the Effective Date of this Agreement, and ending at 5 p.m. (Phoenix, Arizona time) on the sixtieth (60th) day following the Escrow Opening Date ("**Inspection Period**"), County, and its agents or assigns, shall have the right to enter the Property, at County's cost and expense, for the purposes of completing such tests, studies, investigations, surveys, appraisals, and physical inspections of the Property that County deems necessary or appropriate, including but not limited to a Phase I environmental site assessment, and if necessary, a Phase II environmental site assessment (individually and collectively, "**County Investigations**"), as County deems necessary to assure County that the Property is suitable for County's intended purposes and that no hazardous wastes or substances are located on or under the Property. County shall not conduct, permit or allow any intrusive testing to occur (i.e., drilling or boring into the Property) without first obtaining City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. If City shall refuse such consent, County may terminate this Agreement. City, for security purposes, shall have the right to have its agents present during any and all of County Investigations. All of County Investigations shall be arranged at mutually convenient times. Any entry by County onto the Property, as well as any inspections, investigations, studies, and tests of the Property in connection with County Investigations, shall be subject to, and conducted in accordance with, all applicable laws. If County is unable to access the Property during the Inspection Period, County shall have the right to extend the Inspection Period one day for each day County was unable to access the Property.
- b) Within ten (10) business days of the Escrow Opening Date, City shall deliver to County electronic copies of any (i) surveys and site plans that pertain to the Property; (ii) tax notices and correspondence; (iii) zoning reports and/or letters; (iv) existing soil reports; (v) correspondence and/or reports from regulatory agencies; and (vi) similar records relating to the Property, or the development thereof, that are in the possession of, or are readily available to, City or its agents (collectively, the "**Due Diligence Documents**"), if any.
- c) Within the first fifteen (15) days of the Inspection Period, City shall also deliver to County copies of all leases or licenses affecting the Property if any, and all other contracts or agreements relating to the Property, along with estoppel certificates certifying that any leases are in effect and in good standing.
- d) **County's Termination Right.** If County Investigations are not acceptable to County, in County's sole discretion, County may deliver written notice terminating this Agreement to

City and Escrow Agent on or before the end of the Inspection Period, in which event this Agreement and the related escrow will be deemed immediately cancelled, and County shall be refunded the Earnest Money Deposit. County shall pay the customary escrow cancellation charges, and neither County nor City will have further rights or obligations regarding this Agreement or the Property except for any obligations which expressly survive the termination of this Agreement. City has no obligation to cure or remove any matter found as a result of County Investigations pursuant to this Agreement. If County timely exercises its right to terminate this Agreement, County shall, within ten (10) business days after such termination, deliver to City, without charge, and without any representation or warranty as to their use or accuracy, the surveys, inspections, boring, percolation, geologic, environmental and soil tests, and other non-confidential studies of the Property performed by or on behalf of County, if any, during the Inspection Period.

1.5.2. Insurance. City acknowledges and agrees that County is self-insured. County shall deliver proof of self-insurance to City prior to conducting any of County Investigations.

1.5.3. Damages. County shall be solely responsible for any damage County causes to the Property prior to the Close of Escrow. If any mechanic's or materialman's liens or claim of lien or any other lien, claim, judgment or other encumbrance at any time shall be filed against the Property or any part thereof or against City's interest therein as a result of any labor performed or materials or services furnished or claimed to have been performed or furnished to or on behalf of County, County shall, promptly after receipt of notice of the filing thereof, cause the same to be released and discharged of record, by payment, bond or otherwise, all of which shall be at County's sole cost and expense. The foregoing shall survive the Close of Escrow or the termination of this Agreement.

1.5.4. Claims Arising Out of Entry. To the extent not prohibited by law, County, and its agents or assigns, shall indemnify, defend, and hold harmless City, as indemnitee, from and against any and all any and all claims losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as Claims) arising out of County's, and/or its officers, officials, agents, employees, contractors, vendors, customers, or visitors, entry on to the Property, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of County and/or its officers, officials, agents, employees, contractors, vendors, customers, or visitors.

1.6 Risk of Loss. Except as otherwise provided in this Agreement, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of City until the title and possession of the Property passes to County at Close of Escrow. If any loss of, damage to, or taking of the Property occurs prior to Close of Escrow (other than loss or damage caused by County) that renders the Property unusable or ill-suited (as determined by County in its sole, but reasonable, discretion) for County's intended use, County, at County's sole option and by written notice to City and Escrow Agent, will be entitled to cancel this Agreement and the related escrow. Upon County's cancellation of this Agreement under the preceding sentence, County's Earnest Money Deposit shall be returned to County, County and City shall each pay one-half of the customary escrow cancellation charges, and neither City nor County will have any further obligation or responsibility to the other to perform under this Agreement, except as otherwise provided in this Agreement.

1.7 Environmental Liability. To the best of City's knowledge, except as may have been disclosed to County, including without limitation in the reports, no hazardous substances or wastes or petroleum products have been located on the Property, and City has received no notice of any violations of any local,

state or federal statutes or laws governing the generation, treatment, storage, disposal or clean-up of hazardous substances related to this Property.

1.8 Assignability. Neither City nor County may assign any of its rights or obligations under this Agreement without the other Party's advance written consent. This Agreement shall be binding upon City and County and their respective successors and assigns.

1.9 Breach of Agreement; Damages.

1.9.1 In the event of: (i) the breach or non-performance of this Agreement by City; or (ii) a default in the performance of any of its obligations hereunder by City, then County, in its sole discretion, and, unless a remedy is already provided in this Agreement, as its sole and exclusive remedy, may cancel this Agreement and the Escrow by giving written notice to City and the Escrow Agent. If County exercises its right to cancel this Agreement, Escrow Agent shall refund the Earnest Money Deposit to County. Return of Escrow will be County's sole and exclusive remedy in the event of default or non-performance by City. County hereby waives and releases any right to (and hereby covenants that County shall not) sue City for: (a) specific performance; or (b) damages under this Agreement.

1.9.2 In the event of: (i) the breach or non-performance of this Agreement by County; or (ii) County fails to close this transaction, other than due to the default of City, and if County fails to cure the breach or failure within thirty (30) business days after receipt of written notice from City specifying the default, City's sole and exclusive remedy shall be to terminate this Agreement and Escrow by giving written notice to County and Escrow Agent. County shall be liable for all customary escrow cancellation charges and 50% of the Earnest Money Deposit shall be forfeited to City. Such payment of the Escrow cancellation charges and Earnest Money Deposit shall be City's sole and exclusive remedy in the event of default by County. City hereby waives and releases any right to, and hereby covenants that City shall not, sue County for: (a) specific performance; or (b) damages.

1.10 AS IS, WHERE IS. At Close of Escrow, the Property will be conveyed to County by City in a strict "as is, where is" condition. City has made no representations or warranties regarding the condition of the Property other than as set forth in this Agreement and County does not and may not rely upon any representation or warranty that is not set forth in writing in this Agreement or in the Special Warranty Deed.

1.11 SELLER'S REPRESENTATIONS.

1.11.1 City owns the Property in fee simple and has full power and authority to execute this Agreement and to consummate the transaction contemplated herein.

1.11.2 City represents that, to City's knowledge, there is no pending or threatened condemnation proceeding affecting any part of the Property, and City has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

1.11.3 Other than as set forth in the Title Report, to City's knowledge, there are no parties in possession of the Property, and no other party has been granted any license, lease, or other right relating to the use or possession of the Property.

1.11.4 City has not granted any rights of first refusal or options to purchase the Property to any other third party.

- 1.11.5 From and after the Effective Date of this Agreement, City shall not at any time prior to Close of Escrow, grant any additional interest in the Property to any party, or voluntarily encumber the Property.
- 1.11.6 From and after the Effective Date of this Agreement, City shall continue to maintain the Property through Close of Escrow in the same condition the Property exists at the time of full execution of this Agreement, general wear and tear excepted.
- 1.11.7 All representations and warranties of City contained in this Agreement are true on and as of the Escrow Opening Date and will be true on and as of the Close of Escrow.

If County learns of any actual or alleged material inaccuracy in City's representations or warranties after the date hereof and prior to the Close of Escrow, County shall promptly notify City thereof. If City learns of any actual or alleged material inaccuracy in such representations or warranties, City shall promptly notify County thereof. City shall have the right, but not the obligation, at City's cost and expense, to cure such inaccuracy. City shall advise County of the election to cure within ten (10) days of the notice required. Failing such cure by City, County's exclusive remedy in such event shall be to elect, on or before the earlier of the scheduled Close of Escrow or the date that is five (5) business days after City providing City notice of its election, to either: (i) waive such breach and proceed to consummate the transaction contemplated by this Agreement without reduction in the Transfer Costs; or (ii) terminate this Agreement, whereupon Escrow Agent shall return the Earnest Money Deposit to Buyer and neither Party will have any further rights or obligations regarding this Agreement or the Property except for any obligations which are to expressly survive the termination of this Agreement. City's representations and warranties as contained herein shall survive the Close of Escrow for a period of six (6) months, but not thereafter, it being the intention of the Parties that any suit or action for breach or for indemnity against liabilities resulting from any such breach must be brought no later than six (6) months after the Close of Escrow or they shall be forever barred. City shall have no liability whatsoever to County with respect to a breach of any of the representations and warranties contained in this Section if County proceeds to the Close of Escrow without exercising the right of termination set forth above.

ARTICLE II DEDICATION OF RIGHT-OF-WAY

2.1 Northern Parkway Project. As provided in the 2008 IGA among County and the Project Partners, County is the lead agency for the Northern Parkway Project and is responsible for the design, right-of way acquisition and construction of the project, including field engineering and inspection work.

2.2 Dedication of Right-of-Way. After title to the Property has been transferred to County, County agrees to transfer the right-of-way needed for the Northern Parkway Project as depicted in Road File No. A721, recorded in the official records of Maricopa County as instrument number 2022-0804526. Any additional right-of-way needed for the Northern Parkway Project as shown in the 95% plan set will be established as a County highway/right-of-way pursuant to A.R.S. §28-6701. Upon completion of the relevant segment of the Northern Parkway Project, County will transfer the right-of-way within the Property, along with all of the right-of-way within the relevant segment, to the appropriate Project Partner. No further right-of-way will be dedicated subsequent to the initial transfer to the appropriate Project Partner.

**ARTICLE III
DEVELOPMENT OF THE PROPERTY**

3.1 Development of the Property. County intends to develop the Property, along with the County Parcel, as a Maricopa County public building(s) or otherwise use such Property for a public purpose. The current plan is to develop an Animal Care and Control shelter (the “**Shelter Project**”). Pursuant to authority as set forth in A.R.S. § 34-461, the development of the Property shall be pursuant to the Maricopa County building code and shall not require permitting, authorization or inspection from City.

3.1.1 Utilities. Notwithstanding Section 3.1, County agrees to permit municipal, public and private utility connections through City (“**Utility Permitting**”). The Parties agree that the scope of Utility Permitting will be limited to the utilities in the right-of-way and connections to City’s utilities. County agrees to pay customary fees associated with Utility Permitting.

3.1.2 Fire Inspections and Access. County is party to Letter of Appointment between County and State Fire Marshal (“State Letter”) in which State Fire Marshal delegated its authority to review permit and inspect fire systems to County. Notwithstanding the State Letter, County agrees to work with the City of Glendale Fire Marshal to resolve any potential conflicts between the adopted State Fire Code and the adopted City of Glendale Fire Code and Amendments in favor of the City of Glendale Code and Amendments, so long as it does not conflict with the adopted State Fire Code. County also agrees to allow City of Glendale Fire and Development Services Departments to jointly inspect, with County, fire system and fire access related to construction of the Shelter Project and to pay all customary fees associated with said inspections.

3.1.3 Fees. County agrees to pay Development Impact Fees according to the fee schedule in place as of the Effective Date for an Institutional type of development.

3.1.4 Construction Plans. County agrees to provide a courtesy set of construction plans to the City for use in joint inspections and Development Impact Fee calculations.

3.1.5 Building Aesthetic and Landscaping. County agrees that building aesthetics and site landscaping will be comparable to the County’s East Shelter located at 1920 South Lewis, Mesa, AZ 85210.

3.2 City Services; Cooperation. City agrees to provide the Shelter Project with sewer, water, fire and police services. Any utility extensions required to serve the development will be the responsibility of the County.

**ARTICLE IV
GENERAL PROVISIONS**

4.1 Effective Date. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may

terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

4.2 Conflict of Interest; Recitals. This Agreement shall be subject to the provisions of A.R.S. Section 38-511. The Recitals by this reference are hereby incorporated into this Agreement.

4.3 Default. Each of the following shall constitute a material breach of this Agreement and an event of default (“Default”) hereunder: A Party’s failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party (“Defaulting Party”), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

4.4 Notices. All notices required under this agreement to be given in writing shall be sent to:

County:
Maricopa County Real Estate Department
Attn: Director
2801 W. Durango Street
Phoenix, Arizona 85009

City: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

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by certified mail and refused or sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express

Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

4.5 Waiver. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

4.6 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

4.7 Partnership. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.

4.8 Time. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.

4.9 Headings. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electronic signatures shall have the same force and effect as original signatures.

4.11 Administration of Agreement. The Assistant County Manager for Maricopa County and/or the Director of the Real Estate Department for Maricopa County shall administer this Agreement on behalf of Buyer, including executing documents to advance administration of this Agreement.

4.12 Venue. Governing Law. This Agreement shall be deemed to be made under, construed in accordance with, as well as governed, interpreted and regulated by, the laws of the State of Arizona. Suit to enforce any provision of this Agreement, or to obtain any remedy with respect hereto, may be brought in the Superior Court of the State of Arizona, Maricopa County.

4.13 Ambiguity. This Agreement was drafted by Buyer with the assistance of attorneys. Neither Party nor their attorneys have rendered legal or other advice to the other Party regarding the sale of the Property or the specific terms of this Agreement. The Parties are aware of their right to obtain independent professional and/or legal assistance with this Agreement and, upon signing of the Agreement, the Parties represent that they have taken all steps deemed necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, any ambiguity in this Agreement shall not be construed against either Party.

4.14 Amendment. This Agreement may only be amended by a written instrument executed by Buyer and Seller expressly stating their intention to amend this Agreement.

{The remainder of this page is left intentionally blank}
Signature pages follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Chairman
Board of Supervisors

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Maricopa County by its governing body under the laws of the State of Arizona.

Deputy County Attorney

Date

IN WITNESS WHEREOF, CITY OF GLENDALE, an Arizona municipal corporation, has caused this Intergovernmental Agreement to be executed by its duly authorized representative, this ____ day of _____, 2024.

Kevin R. Phelps
City Manager

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City of Glendale by its governing body under the laws of the State of Arizona.

City Attorney

Date

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 _____, 2024 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

SPECIAL WARRANTY DEED

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

SPECIAL WARRANTY DEED

For Ten Dollars and other valuable consideration, We, **CITY OF GLENDALE**, an Arizona municipal corporation (“Grantor”), do hereby convey to **MARICOPA COUNTY**, a political subdivision of the State of Arizona (“Grantee”), all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

See Attached Description, “Exhibit A”

Subject 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.

(Signatures on following page)

Dated this ____ day of _____, 2024.

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 _____, 2024 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 Northern Avenue & New River
Ord _____

EXHIBIT "A"
THE PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

That particular parcel as described in Instrument No. 2005-0875190, Maricopa County Recorders, which lies within the Northeast quarter of Section 5, Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 5 (found Maricopa County Highway Department brass cap in handhole) from which the North quarter corner of said Section 5 (found Maricopa County Highway Department brass cap in handhole) bears South 88°54'49" West, 2625.88 feet;

thence South 88°54'49" West, 1091.99 feet along the North line of said Northeast quarter of Section 5;

thence departing said North line South 01°05'11" East, 40.00 feet to the Northeast corner of said particular parcel as described in Instrument No. 2005-0875190 and the POINT OF BEGINNING;

thence South 00°00'55" East, 250.85 feet along the easterly line of said parcel to the beginning of a curve concave westerly having a radius of 869.40 feet;

thence southerly 390.63 feet along said curve and said easterly parcel line through a central angle of 25°44'37" to the Southeast corner of said parcel;

thence on a non-tangent line North 83°13'08" West, 379.59 feet along the southerly line of said parcel to the Southwest corner of said parcel;

thence North 17°51'27" East, 607.71 feet along the westerly line of said parcel to the Northwest corner of said parcel;

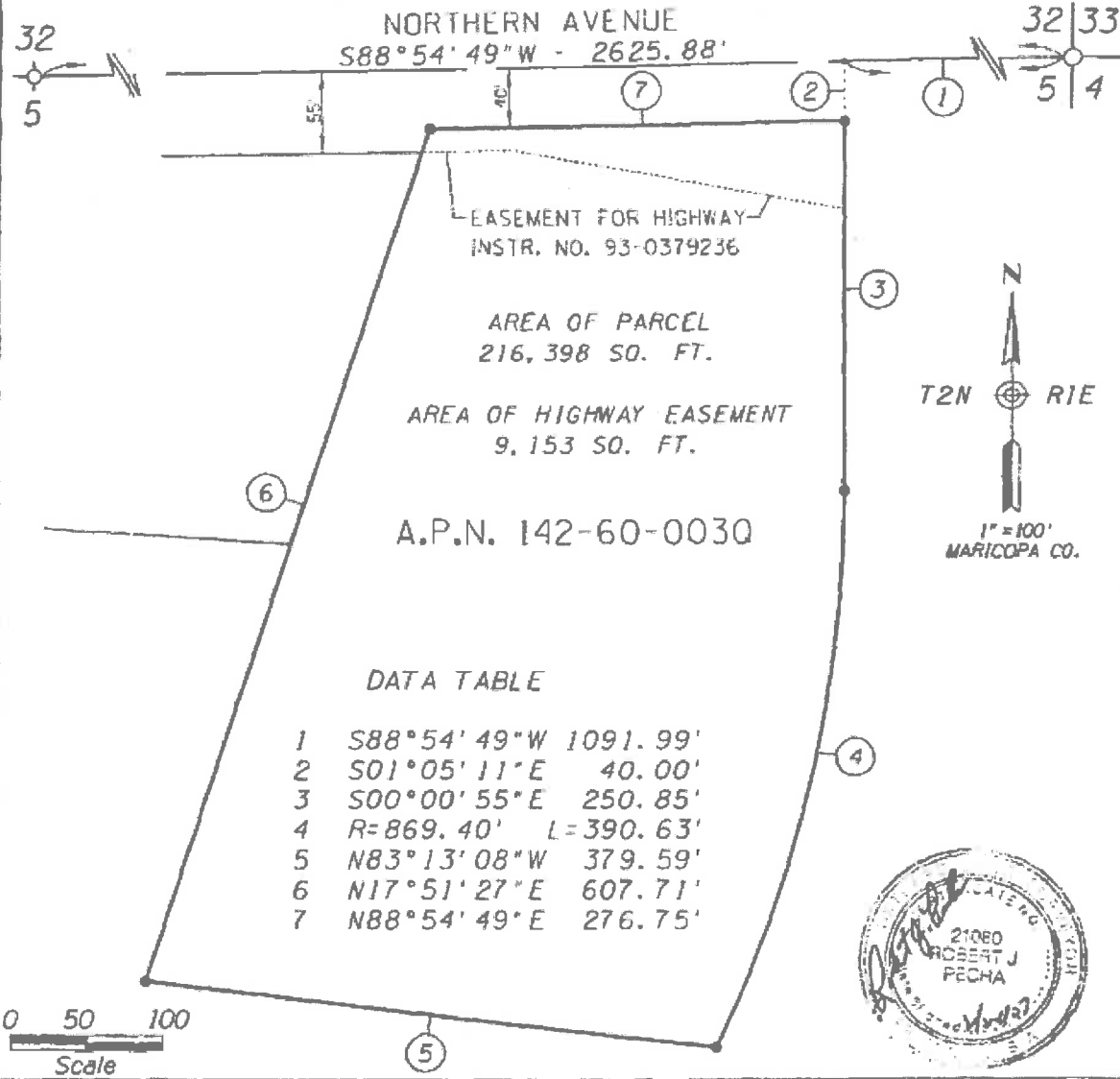
thence North 88°54'49" East, 276.75 feet along the North line of said parcel to the POINT OF BEGINNING.

Said Parcel contains 216,398 square feet or 4.9678 acres more or less.



EXHIBIT A1

THAT PARTICULAR PARCEL OF LAND ACCORDING TO
 INSTRUMENT NO. 2005-0875190, MARICOPA COUNTY RECORDER,
 LYING WITHIN THE NE4 OF SECTION 5, T2N, R1E
 G&SRM MARICOPA COUNTY, ARIZONA



URS 7720 North 16th Street
 Suite 100 - Phoenix, AZ
 85020 - 602.371.1100

LENDALE ONBOARD TRANSPORTATION PROGRAM
 NORTHERN AVENUE

EXHIBIT "B-1 & B-2"
COUNTY PARCEL

EXHIBIT "B-1"
LEGAL DESCRIPTION
FOR
WEST VALLEY ANIMAL CARE & CONTROL
WEST PARCEL

A PARCEL OF LAND SITUATED IN A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 5, BEARS NORTH 88 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 2625.89 FEET;

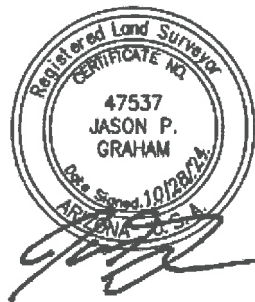
THENCE UPON AND WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, NORTH 88 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 504.11 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING, NORTH 88 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 766.17 FEET;

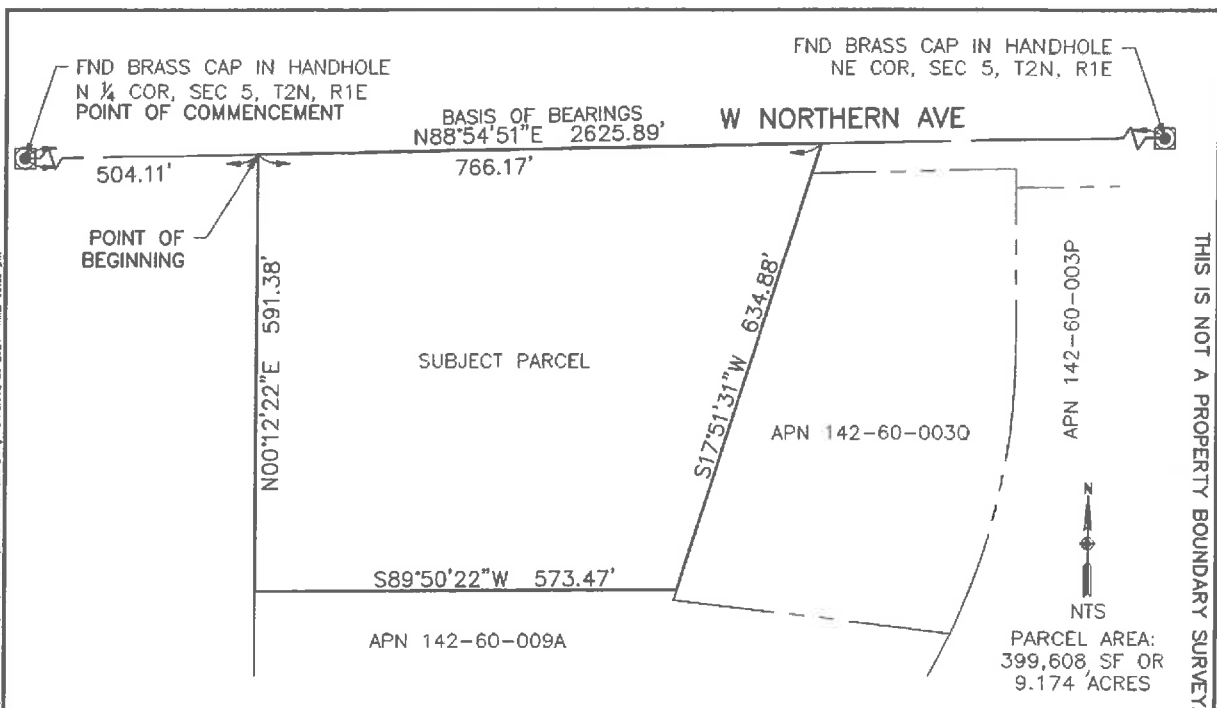
THENCE DEPARTING THE AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, SOUTH 17 DEGREES 51 MINUTES 31 SECONDS WEST, A DISTANCE OF 634.88 FEET;

THENCE SOUTH 89 DEGREES 50 MINUTES 22 SECONDS WEST, A DISTANCE OF 573.47 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 22 SECONDS EAST, A DISTANCE OF 591.38 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, ALSO BEING THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 399,608 SQUARE FEET OR 9.174 ACRES OF LAND, MORE OR LESS.

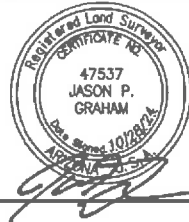


FILED PROJECT 1024024 West Valley Animal Control Certificate No. 47537-0014-WEST LDCPL-amp DATE OCT 28 2024 TIME 03:35 PM



THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE



DIBBLE PROJECT NO.
1024024

EXHIBIT "B-2"
 WEST VALLEY ANIMAL CARE & CONTROL
 NEW PARCEL
 A PART OF THE NE ¼ OF SECTION 5, T2N, R1E, GILA & SALT
 RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: OCT 2024
DRN: AML CHK: JPG

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