

RESOLUTION NO. 2021-2184

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is in their best interest to purchase an approximate 110,050 square foot (2.53 Acre) property located at 1800 S. Wood Blvd., Goodyear, Arizona, 85338 which is legally described on the attached "Exhibit A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the City has worked with Byrd Enterprises of Arizona, an Arizona corporation the owner of the property and their broker (the "Owner") to enter into the Letter of Intent to purchase the Property. The fully executed Letter of Intent is included as Exhibit "B" and by reference made a part hereof; and

WHEREAS, the purchase price for the Property is calculated at \$13.50 per square foot, for a total purchase price of \$1,485,675, which is supported by comparable sales information. In addition to the purchase price, the City will be responsible for paying one-half of the closing costs, which includes apportioned taxes and fees; and

WHEREAS, Staff estimates the cost of the closing costs, legal fees, the cost of having the legal descriptions prepared and other associated fees required to complete this transaction to be an additional \$10,000.00 over and above the purchase price; and

WHEREAS, in order for the City to purchase the Property it is necessary to create a new account and to complete a budget transfer in the amount of \$1,500,000 from the General Fund to the new account.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. Approve the Letter of Intent attached hereto as Exhibit "B" to purchase the Property as legally described on the attached Exhibit "A."

SECTION 2. Authorize the City Manager to enter into a Purchase Agreement consistent with the terms of the Letter of Intent.

SECTION 3. Authorize and direct the City Manager or her designee to take any and all actions and execute all documents necessary to carry out the intent of this Resolution, and the Letter of Intent, including, by way of example, but not limited to,

executing the Purchase Agreement authorized herein, preparing the conveyance documents for the Property; and accepting the Property on behalf of the City.

SECTION 4. Authorize and approve the necessary budget transfer in the total amount of \$1,500,000 to the appropriate new account.

SECTION 5. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20____.

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 15 BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 50 and recorded in Replat of Lot 15 in Book 1214 of Maps, page 19, and Affidavit of Correction recorded January 16, 2015 at Recording No. 2015-0031953, records of Maricopa County, Arizona.

**EXHIBIT “B”
LETTER OF INTENT**

[On the following pages]

City of Goodyear
City Manager's Office



October 15, 2021

Mr. David Byrd
Byrd Enterprises of Arizona, Inc.
2000 N. Litchfield Road
Goodyear, AZ 85395

Re: Letter of Intent – Lot 15, Ballpark Village-Wood Corporate Campus

Dear Mr. Byrd,

This Letter of Intent is submitted with the understanding that it is not intended to be contractual in nature, but is merely a statement of general terms and conditions under which the Buyer, is prepared to consider the purchase of the Subject Property (as defined below). Because this Letter of Intent contains only part of the terms of conditions that are normally contained in a Purchase Agreement, in no event whatsoever shall either party have any liability or obligation to the other party with regard to the transaction contemplated by this Letter of Intent unless and until a complete, definitive Purchase Agreement is executed and delivered by both parties.

- 1. Buyer:** City of Goodyear, an Arizona Municipal corporation, hereafter referred to as "Buyer"
- 2. Seller:** Byrd Enterprises of Arizona, Inc., an Arizona corporation, hereafter referred to as "Seller"
- 3. Subject Property:** Lot 15 BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 50 and recorded in Replat of Lot 15 in Book 1214 of Maps, page 19, and Affidavit of Correction recorded January 16, 2015 at Recording No. 2015-0031953, records of Maricopa County, Arizona.
- 4. Purchase Price:** \$13.50 SF - \$1,485,675
- 5. Opening of Escrow:** Buyer shall Open Escrow within three (3) days upon receipt of the fully executed Purchase Agreement. Agent/Office to be determined by Buyer.
- 6. Close of Escrow:** Within ninety (90) days from opening escrow.



7. **Earnest Money Deposit:** A ten thousand dollar (\$10,000) Earnest Money Deposit shall be deposited with a Title Company within (7) business days of the Opening of Escrow. The Earnest Money Deposit shall be applied to the Purchase Price at the Close of Escrow.
8. **Feasibility Period:** Buyer shall have Sixty (60) days from the opening of escrow to satisfy itself as to the suitability of the Subject Property for the Buyer's intended use ("Feasibility Period").

During the Feasibility Period, Buyer will have the right to inspect the Subject Property. Seller shall permit access to the Subject Property to Buyer and persons and companies as so designated by Buyer, with the right to perform any reasonable non-invasive tests upon the Property that Buyer deems necessary. In the event Buyer discovers any condition(s) that make the property unacceptable to Buyer, Buyer may, at any time during the Feasibility Period, cancel the Purchase Agreement. In the event the Buyer cancels the Purchase Agreement during the Feasibility Period, the Earnest Money Deposit shall be returned to the Buyer, the Purchase Agreement shall be deemed null and void, and neither party shall have any further obligation or liability to the other except any provisions in the Purchase Agreement that survive such cancellation.

Within five (5) working days of the Opening of Escrow, to the extent it has such items in its possession, Seller agrees to provide Buyer the following items for Buyer's use during the Feasibility Period:

1. Preliminary Title Report & Commitment for a standard coverage title insurance in the amount equal to the purchase price.
2. Seller shall provide copies of existing ALTA surveys, copies of existing site plans, and all environmental reports that include the Subject Property.
3. A complete list and copies of any non-cancellable contracts pertaining to the Property, including existing Lease documents.
4. A copy of the most recent Phase I Environmental Report for the Subject Property.
5. Copies of any CC&R's affecting the Subject Property



9. **Closing Fees & Proportions:** Buyer and Seller shall split all customary escrow fees. Seller shall pay for the Buyer's standard Owner's Title Insurance Policy. Buyer shall pay for extended owner's title insurance policy and endorsements desired by Buyer. Property taxes shall be apportioned and prorated to the close of escrow. Any assessments or liens against the subject property incurred by Seller shall be removed at the close of escrow and Title Company shall be in a position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.
10. **City Manager & Council Approval:** Any Purchase Agreement resulting from this Letter of Intent will be subject to the review and approval by the City Council of the City of Goodyear.
11. **Brokerage:** Seller acknowledges and hereby confirms that any commission due for this sale/purchase of the Subject Property shall be paid by Seller.
12. **Termination:** This Letter of Intent will expire, without further notice, at the earlier of the following: on October 18, 2021 at 5:00PM AZ time unless Seller signs and delivers its acceptance of the Letter of Intent before that time; and November 30, 2021 at 5:00 PM AZ time unless a Purchase Agreement mutually acceptable to Buyer and Seller has been executed by Seller.

Sincerely,

Julie Karins, ICMA-CM
City Manager

APPROVED AS TO FORM

City Attorney

[Acceptance on the following page]



AGREED AND ACCEPTED

Seller: Byrd Enterprises of Arizona, Inc.,
an Arizona corporation

Signature: DocuSigned by:
David Byrd

D5950E349C5144E...

Printed Name: David Byrd

Its: Vice President

Date: 10/15/2021