

RESOLUTION NO. 2024-2411

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AGREEMENTS RELATED TO THE CITY'S ACQUISITION OF RIGHT-OF-WAY FROM ADOT, PROVIDING CONDITIONS FOR THE EXECUTION OF THE AGREEMENTS, PROVIDING FOR AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Liberty Utilities (Litchfield Park Water & Sewer) Corporation (formerly known as Litchfield Park Service Company) ("Liberty") is in the process of developing wastewater treatment facilities on property it owns and on property that is currently owned by its affiliated company, Liberty Utilities (Sub) Corp. (formerly known as Liberty Water Company); and

WHEREAS, the Liberty Property is generally located south of McDowell Road, adjacent to the controlled access road, north of I-10 and west of N. Sarival Avenue; and

WHEREAS, because of an existing canal that separates the Liberty Property from McDowell Road and because the Liberty Property cannot be accessed from the adjacent controlled access road, the only access to the Liberty Property is from N. Sarival Avenue, across property owned by Arizona Department of Transportation ("ADOT"); and

WHEREAS, accessing the Liberty Property from N. Sarival Avenue requires the construction of certain road improvements along the west side of N. Sarival Avenue and an access easement over property owned by the State of Arizona through the Arizona Department of Transportation (the "ADOT Property"), which Liberty has acquired; and

WHEREAS, the road improvements that are required to be constructed are to be constructed within a portion of the ADOT Property (the "Right-of-Way"); and

WHEREAS, because the road improvements are needed solely to support the development of the Liberty Property, Liberty is responsible for acquiring the property needed for the improvements, but because of the rules for disposing of state-owned property, Liberty's acquisition of the property is not feasible; and

WHEREAS, because the property is needed for a public purpose, and the construction of public road improvements, ADOT has the ability to and has agreed to sell the portion of the ADOT Property needed for the road improvements for the cost ADOT paid to acquire the property; and

WHEREAS, Liberty is desirous of having the city acquire the property needed for the road improvements from ADOT subject to Liberty paying all costs associated with the transaction, including all closing costs.

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

SECTION 1. The Mayor and City Council hereby approve the Acquisition Agreement between Liberty Utilities (Litchfield Park Water and Sewer) Corp. ("Liberty") and the City of Goodyear in the form attached hereto as Exhibit 1.

- SECTION 2. The Mayor and City Council hereby approve the Excess Land Purchase Agreement and Receipt for Deposit and the Environmental Release attached thereto between the State of Arizona through the Arizona Department of Transportation) and the City of Goodyear in the form attached hereto as Exhibit 2 (the "ADOT Land Purchase Agreement").
- SECTION 3. The City Attorney is hereby authorized, at his discretion, to make non-substantive adjustments to any of the agreements referenced in and being approved in this Resolution.
- SECTION 4. The City Manager is hereby authorized to execute the Acquisition Agreement in the form attached hereto as Exhibit 1, upon receipt of an original copy of the Acquisition Agreement executed by Liberty Utilities (Litchfield Park Water and Sewer) Corp.
- SECTION 5. Provided that Liberty remits to the City the purchase price and estimated escrow fees and closing costs as described in the Acquisition Agreement within thirty days of the effective date of the Acquisition Agreement, the City Manager is hereby authorized to execute the ADOT Land Purchase Agreement in the form attached hereto as Exhibit 2. If the City has not received the purchase price and estimated escrow fees and closing costs as described in the Acquisition Agreement within thirty days of the effective date of the Acquisition Agreement, the ADOT Land Purchase Agreement shall not be executed by the City Manager.
- SECTION 6. The City Manager or her designee is hereby authorized and directed to take any and all actions and execute all documents necessary to carry out the intent of this Resolution and the terms of the agreements that are executed pursuant to this Resolution.
- SECTION 7. Resolution 2024-2411 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "1"

Acquisition Agreement between Liberty Utilities (Litchfield Park Water and Sewer) Corp.
("Liberty") and the City of Goodyear

On the following pages

ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT (“Agreement”) made this 28th day of May, 2024, by and between LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., an Arizona corporation (“Liberty”), and the CITY OF GOODYEAR, an Arizona municipal corporation (“Goodyear”) is for Goodyear’s acquisition of property from the State of Arizona through the Arizona Department of Transportation on behalf of Liberty. Liberty and Goodyear are individually referred to as a “Party” and collectively referred to as “Parties” below.

RECITALS

WHEREAS, Liberty is a public service corporation authorized by the Arizona Corporation Commission (“Commission”) to provide water and wastewater services within Liberty’s Certificate of Convenience and Necessity (“CC&N”) as approved by the Commission in the vicinity of Goodyear’s corporate boundaries.

WHEREAS, Liberty is in the process of developing wastewater treatment facilities on property it owns as legally described in the Special Warranty Deed recorded in the official records of the Maricopa County Recorder as Instrument 2004-0873634 and on property that is currently owned by its affiliated company, Liberty Utilities (Sub) Corp. as legally described in the Special Warranty Deed recorded in the official records of Maricopa County Recorder as Instrument 2009-0869166 (collectively the “Liberty Property”).

WHEREAS, the Liberty Property is generally located south of McDowell Road, north of I-10 and the controlled access road and West of N. Sarival Avenue.

WHEREAS, because of an existing canal that separates the Liberty Property from McDowell Road and because the Liberty Property cannot be accessed from the adjacent controlled access road, the only access to the Liberty Property is from N. Sarival Avenue.

WHEREAS, accessing the Liberty Property from N. Sarival Avenue requires the construction of certain road improvements along the west side of N. Sarival Avenue and an access easement over property owned by the State of Arizona through the Arizona Department of Transportation (the “ADOT Property”), which Liberty has acquired;

WHEREAS, the road improvements that are required to be constructed are to be constructed within a portion of the ADOT Property legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the “Right-of-Way”).

WHEREAS, because the road improvements are needed solely to support the development of the Liberty Property, Liberty is responsible for acquiring the property needed for the improvements, but because of the rules for disposing of state-owned property, Liberty’s acquisition of the property is not feasible.

WHEREAS, because the property is needed for a public purpose, the construction of public road improvements, the Arizona Department of Transportation (“ADOT”) has the ability to and has

agreed to sell the portion of the ADOT Property needed for the road improvements for the cost ADOT paid to acquire the property.

WHEREAS, Goodyear is willing to acquire the property needed for the road improvements subject to Liberty paying all costs associated with the transaction, including all closing costs.

WHEREAS, Liberty is desirous of having Goodyear acquire the property needed for the road improvements that Liberty is required to make to N. Sarival Avenue.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, the Parties agree as follows:

1. RECITALS. The recitals set forth above are incorporated by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.

2. TERM. This Agreement shall become effective on the date it is fully executed by the Parties. Unless terminated earlier as provided in Section 5, the Agreement shall remain in effect until all of the following have occurred: (i) Goodyear has received all monies owed it under the agreement and (ii) a special warranty deed as described in the Purchase Agreement (defined below) is recorded conveying the Right-of-Way to Goodyear.

3. LIBERTY OBLIGATIONS. Liberty agrees as follows:

 a. Liberty shall pay all costs incurred by the City in connection with the City's acquisition of that real property legally described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Right-of-Way"), including, by way of example, but not limitation, the purchase price, escrow fees, and all other closing costs.

 b. Liberty shall remit the funds described in Section 4(a) below within thirty days of the date this Agreement is executed

4. CITY OBLIGATIONS. The City agrees as follows:

 a. Upon the City's receipt of the purchase price of \$6,888 set forth in the captioned agreement, titled Arizona Department Right of Way Group/Property Management Section Excess Land Purchase Agreement and Receipt for Deposit, a copy of which is attached hereto as Exhibit B (the "Purchase Agreement") and the estimated escrow fees and closing costs of \$2,156.00, the City shall execute the Purchase Agreement and consummate the acquisition of the Right-of-Way; and

 b. If the estimated escrow fees and closing costs collected were not sufficient, Liberty shall remit the shortfall to the City within ten days of being notified of the shortfall. If the estimated escrow fees and closing costs collected by the City exceed the actual costs, the City shall reimburse Liberty for the overage. Until the shortfall is paid, the City shall, at its sole discretion

withhold the issuance of permits for work within the Right-of-Way, withhold the issuance of a temporary certificate of occupancy for the buildings on the Liberty Property, and/or withhold the issuance of a permanent certificate of occupancy for the buildings on the Liberty Property.

5. TERMINATION. This Agreement shall automatically terminate if the City has not received the funds Liberty is to remit to the City as discussed in Sections 3(a) and 4(a) above within thirty (30) days of the effective date of this Agreement.

6. NOTICES. All notices, payments, consents, approvals, or other communications required or permitted to be given hereunder shall be in writing and shall become effective immediately upon receipt, if personally delivered 24 hours after such are deposited in the United States Mail, postage prepaid, addressed as shown below or to such other address as either party hereto may designate from time to time in writing:

To Liberty:

Moses Thompson, President
Liberty Utilities (Litchfield Park Water & Sewer) Corp.
14920 W. Camelback Rd.
Litchfield Park, AZ 85340

To City of Goodyear:

City Manager
City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395

Copy to:

City Attorney, Legal Services Department
City of Goodyear
19000 N. Civic Square
Goodyear, Arizona 85395

7. CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, as amended.

8. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the state of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Agreement shall be commenced and maintained in the Superior Court of the state of Arizona in and for the county of Maricopa.

9. MODIFICATION OR WAIVER. This Agreement shall not be modified, extended, or waived in whole or in part except by written instrument executed by both Parties and adopted in the manner in which this Agreement was adopted.

10. NO WAIVER. No waiver by a Party of any breach by the other party of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by the Party or bar the right of that Party to insist on strict performance by the other Party of any provisions of this Agreement in the future.

11. ASSIGNMENT. This Agreement shall not be assigned.

12. ENTIRE AGREEMENT. The Parties agree that this document contains the entire Agreement between the Parties and supersedes any previous agreement, written or oral, between the Parties. The Parties have not relied on any representations other than those which are set forth in this Agreement.

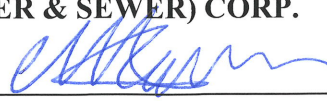
13. AUTHORIZATIONS. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign and that no further action or approvals are necessary before the execution of this Agreement.

14. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. PAGE NUMBERING. The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signatures and Exhibits on Following Pages

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. By: <u></u> Moses Thompson Its: President Date Signed: <u>6/5/2024</u> and By: <u></u> Crystal Greene Its: Secretary Date Signed: <u>6/5/24</u>	CITY OF GOODYEAR By: _____ Wynette Reed Its: City Manager Date Signed: _____
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ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Goodyear City Attorney

Exhibit "A"
Right-of-Way
Legal Description

EXHIBIT "A"

That portion of the Northeast quarter (NE¼) of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap that is flush marking the Northeast corner of said Section 1, being North 00°17'44" East 2604.28 feet from a brass cap in handhole marking the East quarter corner of said Section 1;

thence along the East line of said Section 1, South 00°17'44" West 208.66 feet;

thence North 89°42'16" West 60.00 feet to the POINT OF BEGINNING on the existing westerly right of way line of Sarival Road;

thence continuing North 89°42'16" West 5.00 feet;

thence North 00°17'44" East 128.45 feet;

thence North 10°14'21" East 57.91 feet to said existing westerly right of way line of Sarival Road;

thence along said existing westerly right of way line of Sarival Road South 00°17'44" West 117.98 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 09°13'34" West 32.21 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 00°17'44" West 35.70 feet to the POINT OF BEGINNING.

SUBJECT TO: all existing right of way or easements for sewer, gas, water or similar pipelines and appurtenances; canals, laterals or ditches and appurtenances; and electric, telephone and similar lines and appurtenances as set forth in Arizona Revised Statute 28-7210

Exhibit “B”

Arizona Department Right of Way Group/Property Management Section Excess Land Purchase
Agreement and Receipt for Deposit

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
EXCESS LAND PURCHASE AGREEMENT AND
RECEIPT FOR DEPOSIT, Page 1 of 2**

Project No.: 303L MA 002 H7139 01R

Sale No. L-C-137A

Received from City of Goodyear, an Arizona Municipal Corporation, herein called Buyer, the sum of Six Thousand Eight Hundred Eighty-Eight Dollars (\$6,888) for the purchase of the State's interest in the real property known as Excess Land # L-C-137A; vacant land that contains approximately $\pm$ 1,312 sq. ft. / $\pm$ 0.030 acres located at the Southwest Corner of Sarival Rd. and McDowell Rd., Goodyear, Maricopa County, Arizona and as shown on Exhibit "A" attached hereto.

By: _____
Michael Craig, Manager Date

SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Buyer agrees to purchase the State's interest in the above described real property for the full purchase price of Six Thousand Eight Hundred Eighty-Eight Dollars (\$6,888) payable as follows:

\$ 6,888	Full Purchase Price
\$0	Balance of full purchase price, payable at close of escrow.

BUYER HEREBY AGREES TO: Close escrow, entered into at Buyer's expense, with Security Title Agency, 2415 E. Camelback Rd., Suite 200, Phoenix, Arizona, 85016, Attn: Jason Bryant, 602-230-6297, jbryant@securitytitle.com, within 60 days of signed Purchase Agreement.

The property shall be conveyed by Special Warranty Deed to: City of Goodyear, an Arizona Municipal Corporation.

BUYER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.

BUYER: City of Goodyear, an Arizona Municipal Corporation

By: _____
Wynette Reed Date
Its: City Manager

Address: 1900 N. Civic Square, Goodyear, AZ, 85395
Telephone: (623) 882-7227 E-Mail: Kimberly.Romero@goodyearaz.gov

**TERMS OF EXCESS LAND PURCHASE AGREEMENT AND
DEPOSIT RECEIPT, Page 2 of 2**

ESCROW FEES:	When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.
SALE CLOSING SCHEDULE:	Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.
POSSESSION:	Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.
FORFEITURE OF DEPOSIT:	In the event buyers withdraw its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyers forfeit its right to the property.
NON-ASSIGNABILITY:	This Purchase Agreement and any escrow instructions arising there from are not assignable until the escrow has closed.
ENVIRONMENTAL RELEASE:	Successful bidders for the purchase of excess land must sign an Environmental Release form.
DISCLAIMER OF WARRANTIES:	The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Buyer herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of Buyer. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.
COUNTERPARTS:	This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.

ENVIRONMENTAL RELEASE, Page 1 of 2
EXCESS LAND NO.: L-C-137A

The State of Arizona, acting by and thru its Department of Transportation (Seller) and the City of Goodyear, an Arizona Municipal Corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____, 2024 and concerning the real property described in Exhibit A together with any improvements thereon.

The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.

Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

(Continued – please sign and notarize next page)

ENVIRONMENTAL RELEASE, Page 2 of 2
EXCESS LAND NO.: L-C-137A

Executed this ____ day of _____ 2024.

BUYERS: City of Goodyear, an Arizona Municipal Corporation

By : _____
Wynette Reed
 Its: City Manager

_____ Date

STATE OF ARIZONA)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2024 by Wynette Reed, City Manager, who acknowledged that she executed this instrument for
the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public in and for said County and State

My commission expires:

EXHIBIT "A"

That portion of the Northeast quarter (NE¼) of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap that is flush marking the Northeast corner of said Section 1, being North 00°17'44" East 2604.28 feet from a brass cap in handhole marking the East quarter corner of said Section 1;

thence along the East line of said Section 1, South 00°17'44" West 208.66 feet;

thence North 89°42'16" West 60.00 feet to the POINT OF BEGINNING on the existing westerly right of way line of Sarival Road;

thence continuing North 89°42'16" West 5.00 feet;

thence North 00°17'44" East 128.45 feet;

thence North 10°14'21" East 57.91 feet to said existing westerly right of way line of Sarival Road;

thence along said existing westerly right of way line of Sarival Road South 00°17'44" West 117.98 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 09°13'34" West 32.21 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 00°17'44" West 35.70 feet to the POINT OF BEGINNING.

SUBJECT TO: all existing right of way or easements for sewer, gas, water or similar pipelines and appurtenances; canals, laterals or ditches and appurtenances; and electric, telephone and similar lines and appurtenances as set forth in Arizona Revised Statute 28-7210

EXHIBIT "2"

Excess Land Purchase Agreement and Receipt for Deposit between the State of Arizona
through the Arizona Department of Transportation and the City of Goodyear

On the following pages

**ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT SECTION
EXCESS LAND PURCHASE AGREEMENT AND
RECEIPT FOR DEPOSIT, Page 1 of 2**

Project No.: 303L MA 002 H7139 01R

Sale No. L-C-137A

Received from City of Goodyear, an Arizona Municipal Corporation, herein called Buyer, the sum of Six Thousand Eight Hundred Eighty-Eight Dollars (\$6,888) for the purchase of the State's interest in the real property known as Excess Land # L-C-137A; vacant land that contains approximately $\pm$ 1,312 sq. ft. / $\pm$ 0.030 acres located at the Southwest Corner of Sarival Rd. and McDowell Rd., Goodyear, Maricopa County, Arizona and as shown on Exhibit "A" attached hereto.

By: _____
Michael Craig, Manager Date

SALE PRICE PAYABLE AS FOLLOWS: As consideration, the Buyer agrees to purchase the State's interest in the above described real property for the full purchase price of Six Thousand Eight Hundred Eighty-Eight Dollars (\$6,888) payable as follows:

\$ 6,888	Full Purchase Price
\$0	Balance of full purchase price, payable at close of escrow.

BUYER HEREBY AGREES TO: Close escrow, entered into at Buyer's expense, with Security Title Agency, 2415 E. Camelback Rd., Suite 200, Phoenix, Arizona, 85016, Attn: Jason Bryant, 602-230-6297, jbryant@securitytitle.com, within 60 days of signed Purchase Agreement.

The property shall be conveyed by Special Warranty Deed to: City of Goodyear, an Arizona Municipal Corporation.

BUYER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM. This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.

BUYER: City of Goodyear, an Arizona Municipal Corporation

By: _____
Wynette Reed Date
Its: City Manager

Address: 1900 N. Civic Square, Goodyear, AZ, 85395
Telephone: (623) 882-7227 E-Mail: Kimberly.Romero@goodyearaz.gov

**TERMS OF EXCESS LAND PURCHASE AGREEMENT AND
DEPOSIT RECEIPT, Page 2 of 2**

ESCROW FEES:	When purchase is accomplished through escrow proceedings, the successful bidder shall pay all escrow and collection fees.
SALE CLOSING SCHEDULE:	Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.
POSSESSION:	Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.
FORFEITURE OF DEPOSIT:	In the event buyers withdraw its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyers forfeit its right to the property.
NON-ASSIGNABILITY:	This Purchase Agreement and any escrow instructions arising there from are not assignable until the escrow has closed.
ENVIRONMENTAL RELEASE:	Successful bidders for the purchase of excess land must sign an Environmental Release form.
DISCLAIMER OF WARRANTIES:	The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Buyer herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of Buyer. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.
COUNTERPARTS:	This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.

ENVIRONMENTAL RELEASE, Page 1 of 2
EXCESS LAND NO.: L-C-137A

The State of Arizona, acting by and thru its Department of Transportation (Seller) and the City of Goodyear, an Arizona Municipal Corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated _____, 2024 and concerning the real property described in Exhibit A together with any improvements thereon.

The Contract requires Buyer release Seller of and from all liabilities, obligations and claims, known and unknown, that Buyer may now have against Seller or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees as follows:

Buyer hereby releases Seller of and from a) any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind, known or unknown, past, present or future relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation order of determination of any governmental authority pertaining to health or environment and b) all matters known or unknown, past, present, or future, relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, or released from the Property.

Buyer's agreement to release Seller is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

(Continued – please sign and notarize next page)

EXHIBIT "A"

That portion of the Northeast quarter (NE¼) of Section 1, Township 1 North, Range 2 West, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a brass cap that is flush marking the Northeast corner of said Section 1, being North 00°17'44" East 2604.28 feet from a brass cap in handhole marking the East quarter corner of said Section 1;

thence along the East line of said Section 1, South 00°17'44" West 208.66 feet;

thence North 89°42'16" West 60.00 feet to the POINT OF BEGINNING on the existing westerly right of way line of Sarival Road;

thence continuing North 89°42'16" West 5.00 feet;

thence North 00°17'44" East 128.45 feet;

thence North 10°14'21" East 57.91 feet to said existing westerly right of way line of Sarival Road;

thence along said existing westerly right of way line of Sarival Road South 00°17'44" West 117.98 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 09°13'34" West 32.21 feet;

thence continuing along said existing westerly right of way line of Sarival Road South 00°17'44" West 35.70 feet to the POINT OF BEGINNING.

SUBJECT TO: all existing right of way or easements for sewer, gas, water or similar pipelines and appurtenances; canals, laterals or ditches and appurtenances; and electric, telephone and similar lines and appurtenances as set forth in Arizona Revised Statute 28-7210