



Town of Wickenburg

**Sale of Real Property –
74 West Wickenburg Way
Maricopa County Parcel No. 505-50-141**

Bid Number # 25-02



TOWN REPRESENTATIVE:

Tim Suan

928-684-5451 x1522

tsuan@wickenburgaz.gov

BID INFORMATION: Electronic Documents

www.wickenburgaz.gov/bids

BID SUBMITTAL DUE DATE:

Wednesday, March 19, 2025, 11:00 a.m., Arizona Time

Please Note: If documents are downloaded from the Town of Wickenburg website, the bidder is responsible for obtaining any amendments either through updates on the website or contacting the town through the town representative listed above.

**NOTICE AND INTENT TO SELL
REAL PROPERTY AND INVITATION FOR BIDS**

Town of Wickenburg
155 North Tegner Street, Suite A
Wickenburg, Arizona 85390

SOLICITATION INFORMATION AND SCHEDULE

<u>Property Location:</u>	Maricopa County Accessors Parcel No. 505-50-141 74 West Wickenburg Way, Wickenburg, AZ 85390
<u>Solicitation Number:</u>	Bid 25-02
<u>Appraised Value:</u>	\$730,000
<u>Advertisement Dates:</u>	February 19, 2025; February 26, 2025 – [Wickenburg Sun]
<u>Bid Deadline:</u>	Wednesday, March 19, 2025 11:00 a.m. (local time, Wickenburg, Arizona)
<u>Town Representative:</u>	Tim Suan, Deputy Town Manager at 928-668-0522 or tsuan@wickenburgaz.gov

Pursuant to Arizona Revised Statutes, § 9-402, the Town of Wickenburg intends to sell real property located at 74 West Wickenburg Way with approximately 5,018 square foot building on a 0.37-acre site, located as indicated above. Sealed bids must be received by the Town of Wickenburg Town Clerk at 155 N. Tegner St., Ste. A, Wickenburg, AZ 85390 on the date and time specified (“Bid Deadline”). Bids shall be in the actual possession of the Town Clerk on, or prior to, the Bid Deadline. Late bids will not be considered under any circumstances. Bids must be submitted in a sealed opaque envelope with the Solicitation Number that corresponds to the appropriate parcel and the Bidder’s name and address must be clearly indicated on the front of the envelope. The Town of Wickenburg reserves the right to reject any and all bids.

Documents and Specifications may be obtained at 155 N. Tegner St., Ste. A, Wickenburg, AZ 85390 or the Town of Wickenburg website: www.wickenburgaz.gov/bids. To arrange a viewing of the property or for more information, contact Tim Suan at 928-668-0522 or tsuan@wickenburgaz.gov.

**The Town of Wickenburg reserves the right to amend
the solicitation schedule as necessary.**

IMPORTANT
BIDDER'S CHECK LIST
Solicitation Number: Bid 25-02

- ☐ 1. The Bid Documents (enclosed) have been reviewed and the Bidder has signed the Form for Bid Offering and has signed and notarized the Affidavit. Bids submitted with these forms but without Bidder's signature or notarization, if applicable, will not be accepted. One original and one copy must be provided.
- ☐ 2. The bid price offered has been reviewed.
- ☐ 3. Any addenda have been included/noted in Form for Bid Offering.
- ☐ 4. The mailing envelope/package has been addressed to:

Town of Wickenburg
Attn: Amy Brown, Town Clerk
155 North Tegner Street, Suite A
Wickenburg, AZ 85390
- ☐ 5. Bid Package/Envelope has been identified with **Solicitation number, Bidder's name and address.**
- ☐ 6. The bid is submitted and stamped in by a Town of Wickenburg representative no later than the specified time on designated date. (Otherwise, the bid cannot be considered.)

BID DOCUMENTS FOR:

SALE OF REAL PROPERTY
FOR THE TOWN OF WICKENBURG, ARIZONA
Solicitation Number: Bid 25-02

Wickenburg intends to **sell real property** in compliance with these specifications:

I. REQUIREMENTS FOR BIDDERS.

1.1 Bid Period and Location: Bids will be received at Town Hall, 155 N. Tegner St., Ste. A, Wickenburg, AZ 85390, until **11:00 a.m., on Wednesday, March 19, 2025**, at which time the bids will be opened, and the Bidder's name will be publicly read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Purchase Agreement, and IV. Bidder's Bid and Affidavit (forms) and exhibits. The Bid Documents are enclosed and available at <https://www.wickenburgaz.gov/>.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the Bidder's bid.

1.4 Bidder's Form of Bid Offering and Affidavit: Bids must be submitted using the forms as identified in this document. All bids must be submitted in a sealed opaque envelope with the Bidder's name and address clearly indicated on the front of the envelope and clearly marked with **"Bid for Solicitation Number 25-02"**.

1.5 Wickenburg's Right to Reject Bids: The Town of Wickenburg reserves the right to reject any and all bids and to waive technicalities in the bidding.

1.6 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Wickenburg. It is the sole responsibility of the Bidder to see that their Bid is delivered and received by the proper time and at the proper place.

1.7 Bid Amendment or Withdrawal: A Bid may be withdrawn any time before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law. No Bidder may withdraw his or her Bid during this period without written permission from Wickenburg.

1.8 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Wickenburg and shall become a matter of public record for review, subsequent to the bid being awarded. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Wickenburg in Bids submitted, and the information sought to be protected clearly marked as proprietary. Wickenburg

will not ensure confidentiality of any portion of the bid that is submitted in the event that a public record request is made. Wickenburg will provide 48 hours' notice before releasing materials identified by the bid as confidential or proprietary in order for the bid to apply for a court order blocking the release of the information.

1.9 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.10 Bid Acceptance Period: All bids shall remain open after the publication of Notice of Invitation for Bids until the Bid Deadline, but Wickenburg may, at its sole discretion, release any bid prior to that date.

1.11 Addendum: This Invitation for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.13 Deviations From Specifications. Any deviations from General Conditions and Specifications and Design Standards may render the bid non-responsive.

1.14 Disqualification. A Bidder (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may have its Bid rejected.

1.15 Clarifications. Wickenburg reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.16 Waiver and Rejection Rights. Wickenburg reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.17 Bid Preparation:

1.17.1 Format. Bidders shall submit their Bid with **an original and one (1) copy** and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.17.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.17.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.17.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

Other information required to be supplied with Bid:

1.17.5 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Bidder's Bid Section IV, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.17.6 Evidence of Intent to be Bound. The Bid form submitted shall include a signature by a person authorized to sign the Bid. The Form for Bid Offering and Affidavit in Sec. IV shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.17.7 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that:

- A. The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and
- B. The Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17.8 Declaration of Solvency: By signing and submitting the Bid, the Bidder certifies that the Bidder or its corporation is not currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, and does not have a trustee or receiver appointed over all or a substantial portion of any other property owned or controlled by the Bidder or its corporation under federal bankruptcy law or any state insolvency law.

1.18 Inquiries

1.18.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any contract claim.

1.18.2 Contact Person. Effective from the date this Solicitation is issued and continuing until either a contract is awarded or the Solicitation is withdrawn by Wickenburg, all individuals or entities responding or intending to respond to this Solicitation—including, but not limited to, their employees, agents, representatives, partners, subcontractors, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers")—shall communicate only with the designated contacts specified in this Solicitation. Proposers shall not engage in any direct or indirect communication regarding this Solicitation with any other Town staff or officials, including, but not limited to, the Town Manager, the Mayor, or any member of the Wickenburg

Town Council. However, Proposers may continue conducting business with Wickenburg, provided the subject matter of the Solicitation is not discussed.

This requirement is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **Proposers who violate this policy shall be disqualified from participating in this Solicitation.**

1.18.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as a Bid and not be opened until after the Bid Deadline. Wickenburg shall consider the relevancy of the inquiry but is not required to respond in writing.

1.18.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least three (3) business days before the Bid due date and time for review and determination by Wickenburg. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.18.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on Wickenburg verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

1.18.6 Protest. Bid protests shall be submitted in writing to: Town Clerk, Town of Wickenburg, 155 N. Tegner St., Ste. A, Wickenburg, AZ 85390 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum: (1) the protestor's name, address, and telephone number, (2) the signature of the protestor or its representative and evidence of authority to sign, (3) a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and (4) the form of relief requested. Within three (3) business days of receipt to the Town Clerk, and after consultation with legal counsel, Town personnel or others as appropriate, the Town will respond in writing to the protest. The Town of Wickenburg reserves the right to reject any or all bids; to waive technicalities in any bid; and/or to take any steps determined prudent in order to resolve the protest.

II. GENERAL CONDITIONS

2.1 General Supplies Requirements: The Bid Documents are intended to provide Wickenburg with reimbursement for the sale of real property by Town of Wickenburg. Upon award by Wickenburg, Contract Documents, including the Bidder's bid, shall become a valid and binding contract between the Successful Bidder and Wickenburg.

2.2 Royalty Rights: Bidder agrees to indemnify and hold harmless Wickenburg from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Wickenburg's sale of the real property to the Bidder.

2.2.1 Covenant Clause: It is expressly agreed by Bidder that these patent and royalty covenants are irrevocable and perpetual.

2.3 General Terms:

2.3.1 Following declaration as the highest bidder, the bidder shall be required to provide a cashier's check for 10% of the bid amount within five (5) business days of being identified as the high bidder. This payment shall be an earnest money deposit, non-refundable except as provided in the Purchase Agreement. If requested by the Town, the Bidder agrees to provide financial information to demonstrate the Bidder's ability to purchase the property for cash or provide a conditional loan approval from a reputable lender.

2.3.2 If requested by the Town following the Bid Deadline, Bidder must provide a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within three (3) business days after communication of the request by the Town shall be sufficient grounds for the Town to reject an offer, and/or to declare the offer as non-responsive or non-responsible.

2.3.3 All bidders must include with their bid an Affidavit stating that they have undertaken due diligence in preparation for the bid or waive their right to, that the bidder's representative is authorized to bid and bind the bidder, and that the bidder is purchasing the property AS-IS. The Affidavit is included with the bid documents and may be notarized by a Town representative when the bid is submitted. It is the bidder's responsibility to research the records of the parcel, all relevant files made available by the Town of Wickenburg, and any other public agencies regarding this property. Notice is hereby given that the property shall be purchased in an "AS-IS" condition "WITH ALL FAULTS," with no representation or warranty being made by the Town of Wickenburg of any type or nature. All bidders shall acknowledge and agree pursuant to the aforementioned affidavit that they are purchasing the property solely upon the basis of their own due diligence and investigation of the property, and not on the basis or any representation, express or implied, written or oral, made by the Town of Wickenburg or its employees.

III. PURCHASE AGREEMENT:

1.1 The form of Purchase Agreement contains the specific terms and conditions of the sale. The Wickenburg Town Council will consider approval of a Purchase Agreement with the highest bidder for the parcel within thirty (30) days after the Bid Deadline at a regular or special meeting or it may reject all bids.

1.2 The highest bidder(s) will be required to execute a Purchase Agreement substantially in the form of the Purchase Agreement included in the Bid Documents, which is enclosed, within five (5) business days of being identified as the highest bidder.

1.3 If the highest bidder fails to enter into the Purchase Agreement within five (5) business days of being identified as the high bidder, Wickenburg may offer and award the contract to the bidder who made the next highest bid, who is qualified.

1.4 Opening of Escrow is defined to be the date that the Contract, signed by both parties, is delivered to the Title Officer. Close of Escrow shall occur on or before 45 days from opening of Escrow provided any and all lender releases and/or consents have been obtained by Title. Close of Escrow will be at the offices of Pioneer Title Agency, 510 N Tegner St B, Wickenburg, AZ 85390. At the Close of Escrow, both the title to and possession of the Property shall be transferred from Seller to Buyer. Any encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

1.5 SUMMARY OF TERMS OF SALE: The specific terms of sale of the Property are set forth in the form of Purchase Agreement that is included in this bid package. The following is a summary of some of the principal terms:

- A) The Property is being sold AS-IS and therefore is subject to existing encumbrances, reservations, easements, leases and rights-of-way.
- B) Bidder shall state the intended use of the Property in the Form of Bid Offering.
- C) The Close of Escrow shall be no later than forty-five (45) days after Opening of Escrow.
- D) Prospective bidders should review all terms outlined in the form of Purchase Agreement enclosed.

1.6 GENERAL INFORMATION: The Town of Wickenburg may cancel this solicitation in whole or in part at any time prior to the acceptance of a final bid. The Wickenburg Town Council may accept the highest bidder for cash for each property, reserving the right to reject all bids.

IV. BIDDER'S BID

4.1 This section contains the following documents required to be completed and submitted to the Town:

- 4.1.1 Authorized Signature Form for Bid Offering
- 4.1.2 Affidavit for Solicitation Number Bid 25-02.

**TOWN OF WICKENBURG, ARIZONA
AUTHORIZED SIGNATURE FORM
FOR BID OFFERING FOR SOLICITATION NUMBER: Bid 25-02**

TO THE TOWN OF WICKENBURG:

The undersigned Bidder hereby offers to purchase real property in compliance with the Solicitation, including any Addenda, and as described in this offer made to the Town.

REAL PROPERTY: 74 West Wickenburg Way, Wickenburg, AZ 85390, Maricopa County
Accessors Parcel No. 505-50-141.

OFFER AMOUNT: \$ _____

Intended Use of Property

Addenda Acknowledged _____ (initial)

Conditions Accepted: The undersigned Bidder declares that before preparing this bid, he or she has read the Bid Documents carefully, and that this bid is made with full knowledge of the kind, quality, and quantity of real property to be purchased by signing this bid. Bidder agrees to all conditions contained in the Bid Documents.

Contract Acceptance: Bidder proposes and agrees that if this bid is accepted, he or she will enter into a contract with Wickenburg within five business (5) days of being identified as the high bidder, after Wickenburg's acceptance of this bid at the listed scheduled price.

Signature of Person Authorized to Sign Offer

Title

Printed Name

Date

Address

City, State, Zip

Primary Telephone

E-mail address

TOWN OF WICKENBURG, ARIZONA
AFFIDAVIT FOR SOLICITATION NUMBER: Bid 25-02

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

1. That they have lawful authority to execute the within and foregoing Bidder's bid.
2. That Bidder has not engaged in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid. The pricing for this offer has been arrived at independently and without consultation, communication or agreement with any other bidder who may submit an offer. The pricing for this offer has not been disclosed to any other bidder who may submit an offer, and will not be, prior to the Bid Deadline. No attempt has been made or will be made to induce any firm or person to refrain from submitting an offer, or to submit an offer with higher pricing than this offer, or to submit an intentionally high or noncompetitive offer or other form of complementary offer. This offer is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary offer or other noncompetitive bid.
3. That Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
4. That Bidder or its corporation is not currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, and does not have a trustee or receiver appointed over all or a substantial portion of any other property owned or controlled by the Bidder or its corporation under federal bankruptcy law or any state insolvency law.
5. That property for which the bid is placed will be purchased in an "AS-IS" condition "WITH ALL FAULTS," with no representation or warranty being made by the Town of Wickenburg of any type or nature.
6. That the above-described property is being purchased solely upon the basis of bidder or authorized representative's due diligence and investigation of the property, and not on the basis of any representation, express or implied, written or oral, made by the Town of Wickenburg or its employees.
7. That the above-described Property is subject to the existing uses and conditions and any restrictions, limitations, covenants, or conditions on the Property.
8. That Bidder has received any Addenda issued.

[SIGNATURE ON FOLLOWING PAGE.]

Signature

Printed Name

Title

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, being so authorized to execute, who executed and acknowledged the foregoing instrument for purposes therein contained and whose identity was proven to me on the basis of satisfactory evidence to be the persons who they claim to be and acknowledged that they signed the Affidavit for Solicitation Number Bid 25-02.

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

Notary Public

My Commission Expires:

EXHIBIT A
[Legal Description]

Maricopa County Parcel No. 505-50-141

Real property situated in the County of Maricopa, State of Arizona, described as follows:

All of Lots Eleven (11) and Twelve (12), and that part of Lot Ten (10), Block Thirteen (13), WICKENBURG'S ADDITION TO WICKENBURG, recorded in Book 3 of Maps, page 3 thereof, records of Maricopa County, Arizona, Described as follows:

BEGINNING at the most Easterly corner of said Lot 10; thence in a Northwesterly direction along the Northeasterly line of said Lot 10, a distance of 15 feet; thence Southwesterly 140 feet along a line parallel to the Southeasterly line of said Lot 10, to the Southwesterly line of said lot: thence Southeasterly 15 feet to the most Southerly corner of said Lot 10; thence Northerly along the dividing line between Lots 10 and 11 to the point of beginning.

EXHIBIT B
PURCHASE AGREEMENT – EXAMPLE

[See following pages.]

REAL ESTATE PURCHASE AGREEMENT
(Solicitation Number: Bid 25-02)

The parties to this Real Estate Purchase Contract (the "Contract") are the Town of Wickenburg, Arizona, municipal corporation organized under the laws of the State of Arizona, (hereinafter "Seller") and _____, a _____ (hereinafter "Buyer"). Pursuant to A.R.S. § 9-402, Seller agrees to sell and Buyer agrees to purchase certain real property ("Property") under the terms and conditions set forth below.

1. LEGAL DESCRIPTION

The Property to be conveyed by Seller to Buyer under this Contract is legally described in **Exhibit 1**, attached hereto and made a part hereof.

2. PURCHASE PRICE AND PAYMENT TERMS

2.1 Structure of Sale. Subject to the terms, conditions, and covenants of this Agreement, the Buyer shall pay for the Property as prescribed under Section 2.2 or 2.3.

2.2 Purchase Price Paid in Full. The total purchase price that Buyer agrees to pay for the Property is _____ and No/100 Dollars (\$ _____ .00), payable as follows:

2.2.1 Earnest Money Deposit. Ten percent (10%) of the total purchase price (_____ and No/100 Dollars (\$ _____ .00)) as an earnest money deposit, which Buyer agrees to deposit with Seller concurrently with Buyer's execution of this Agreement.

2.2.2 Cash Due at Closing. The balance of the purchase price, plus any closing costs payable by Buyer, to be deposited with Seller on or before the Closing (as defined in Article 4).

2.2.3 Disbursements. Upon Closing, all amounts paid shall be the sole property of the Seller.

2.4 Earnest Money Provisions. If the transaction closes, the earnest money deposit shall be credited against the total purchase price and shall be retained by Seller. If the earnest money deposit is forfeited to Seller as provided by this Agreement, the earnest money deposit shall be retained by Seller. If Buyer is entitled at any time to a return of the earnest money deposit, the earnest money deposit shall be paid to Buyer.

2.5 Non-Refundable Nature of Earnest Money Deposit. The earnest money deposit shall be non-refundable, except as otherwise provided herein.

3. TITLE AND SURVEY MATTERS

3.1 Preliminary Title Report. Following the Opening of Escrow, Buyer may elect at its sole cost and expense to obtain a current commitment for title insurance ("Report") on the Property.

3.2 Survey. Following the Opening of Escrow, Buyer may elect at its sole cost and expense to obtain an ALTA/NSPS survey of the Property prepared by an Arizona licensed civil engineer.

3.3 Due Diligence Period. For a period ending at 5:00 p.m. (local time, Wickenburg, Arizona) on the date that is twenty (20) days following the Opening of Escrow (“Due Diligence Period”), Buyer will have the absolute right to cancel this Agreement for any reason whatsoever or for no reason, in Buyer’s sole and absolute discretion. However, until Buyer cancels, Buyer will proceed in good faith with Buyer’s preliminary investigatory steps with respect to this transaction. Unless Buyer gives written notice of cancellation prior to the expiration of the above-described time period, then Buyer will be deemed to have elected not to cancel the Agreement under this provision. Upon a cancellation in accordance with the provisions of this Section 3.3, the earnest money deposit shall be returned to the Buyer, and this Agreement shall terminate.

3.4 Deed. At the Closing, Seller shall convey title to the Property to Buyer by special warranty deed (“Deed”), subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, covenants, conditions, and restrictions as may appear of record, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose. The form of Deed is attached as Exhibit 2.

3.5 Title Policy. Buyer may elect at its sole cost and expense to obtain an owner’s policy of title insurance insuring Buyer that fee simple title to the Property is vested in Buyer as of the Closing. Buyer shall pay any and all costs and premiums for such policy. The Closing shall not be conditioned upon the issuance of any such policy of title insurance.

4. OPENING, CLOSING AND PRORATIONS; POST-CLOSING OBLIGATION

4.1 Opening and Closing Dates.

4.1.1. Opening of Escrow is defined to be the date that the Contract, signed by both parties, is delivered to the Title Officer. Close of Escrow shall occur on or before 45 days from opening of Escrow provided any and all lender releases and/or consents have been obtained by Title. Close of Escrow will be at the offices of Pioneer Title Agency, 510 N Tegner St B, Wickenburg, AZ 85390. At the Close of Escrow, both the title to and possession of the Property shall be transferred from Seller to Buyer. Any encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

4.2. Closing Costs and Prorations. Real estate taxes and assessments, property owners’ association assessments, irrigation assessments, and similar charges shall be prorated as of the closing, based upon the latest available information. All other closing costs shall be paid by Buyer.

4.3 Property Sold “As-Is.” Except as may be expressly provided in this Agreement, it is acknowledged that Seller and its employees, agents, representatives, brokers, and attorneys have not made, nor has Buyer relied on, any statements, materials, representations, or warranties, express or implied, of Seller or its employees, agents, representatives, brokers, and attorneys. Buyer acknowledges and agrees that it is relying solely on its own examination, inspection and investigation of the condition of the Property including, without limitation, the surface and

subsurface thereof, all soil, engineering, environmental and other conditions which may affect the Property, any construction thereof, its zoning and use, its tribal reservation status, its value, the development thereof and title, all as deemed necessary or appropriate, and Buyer is entering into this Agreement and purchasing the Property based upon the results of such inspections and investigations and not in reliance on any statements, representations or agreements of Seller not expressly contained in this Agreement. As a result, it is specifically acknowledged and agreed that Buyer is acquiring the Property "AS IS" with no representation or warranty being made by Town of any type or nature.

5. MATTERS RELATING TO THE PERIOD PRIOR TO CLOSING

5.1 Possession. Exclusive possession of the Property shall be delivered to Buyer upon the Closing, except as otherwise stated herein. From time to time prior to the Closing, Buyer may enter upon the Property with Buyer's representatives and agents for the purpose of examining and surveying the Property. Buyer agrees to indemnify Seller and hold Seller harmless from any injury, cost, liability or expense to person or property arising out of Buyer's exercise of the rights granted by this Section, and this indemnity shall survive the Closing or the cancellation of this Agreement.

5.2 Care of Premises. Upon the Opening of Escrow, Seller shall perform all customary and ordinary maintenance to the Property as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Opening of Escrow, as such condition shall be changed by wear and tear, damage by fire or other casualty, or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Property between the Opening of Escrow and the Closing. From and after the execution of this Agreement until the Closing, the Seller shall materially comply with all state and municipal laws, ordinance, regulations and orders or notices of violations relating to the Property, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.

5.3 Risk of Loss. Except as provided in Section 5.1 of this Agreement, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

6.1.1 Authority. Seller has full power and authority to enter into this Agreement and complete the purchase and sale transaction contemplated herein.

6.1.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement shall be binding and enforceable against Seller in accordance with its terms. Upon Seller's execution of the additional documents contemplated by this Agreement, the additional documents shall be binding and enforceable against Seller in accordance with their terms.

6.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

6.2.1 Authority. Buyer has full power and authority to enter into this Agreement and contemplate the purchase and sale transaction contemplated herein.

6.2.2 Binding Agreement. Upon Buyer's execution of this Agreement, this Agreement shall be binding and enforceable against Buyer in accordance with its terms. Upon Buyer's execution of the additional documents contemplated by this Agreement, the additional documents shall be binding and enforceable against Buyer in accordance with their terms.

6.3 Survival. Each of the representations and warranties contained in this Section will survive the Closing.

6.4 Release. Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from any environmental hazards, or any defects or conditions on the Premises. This Release shall survive this Agreement.

7. BROKERAGE

7.1 Brokerage. Seller and Buyer each represents and warrants to the other that it has not dealt with any broker who will be owed a commission or finder's fee in connection with this transaction. If any person shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the closing or the cancellation of this Agreement.

8. CLOSING DOCUMENTS

8.1 Seller's Closing Documents. Upon the Closing, Seller shall deliver to Buyer the following documents, each of which shall have been duly executed and, where appropriate, acknowledged:

8.1.1 The Deed in the form required herein; and

8.1.2 Such other documents as may be necessary or appropriate to transfer and convey all of the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

8.2 Buyer's Closing Documents. On or before the Closing, Buyer shall deliver to Seller such documents as may be necessary or appropriate to consummate this transaction in accordance

with the terms of this Agreement, each of which shall have been duly executed and acknowledged, where appropriate.

9. REMEDIES

9.1 Seller's Remedies. If Buyer fails to deposit the remainder of the purchase price in the time and manner set forth in this Agreement or to perform when due any other act required by this Agreement, Seller's sole and exclusive remedy shall be to cancel this Agreement. Such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer. Upon such cancellation, Seller shall be entitled to retain the earnest money deposit as liquidated damages and not as a penalty. The parties agree and hereby stipulate that the exact amount of damages would be extremely difficult to ascertain, and that the earnest money deposit constitutes a reasonable and fair approximation of such damages.

9.2. Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed, then Buyer shall have the right to cancel this Agreement, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller. Upon such cancellation, Buyer shall be entitled to a return of earnest money deposit.

10. GENERAL PROVISIONS

10.1 Assignment; Binding Effect. Neither Seller nor Buyer may assign any of its rights or obligations under this Agreement without the other party's prior written consent. Subject to the foregoing, the provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

10.2 Attorneys' Fees. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

10.3 Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

10.4 Construction. This Agreement shall be construed according to Arizona law. References in this Agreement to "Articles" and "Sections" are to the Articles and Sections of this Agreement, unless otherwise noted.

10.5 Time. Time is of the essence of this Agreement.

10.6 Notices. All notices shall be in writing and shall be made by hand delivery, express delivery, overnight courier service, or by certified mail, postage prepaid, return receipt requested. Any such notice shall be deemed to be given and received and shall be effective (a) on the date on

which the notice is delivered, if notice is given by hand delivery; (b) on the date of actual receipt, if the notice is sent by express delivery or overnight courier service; and (c) on the date on which it is received or rejected as reflected by a receipt if given by United States mail, addressed and sent as aforesaid.

Notices will be delivered or addressed to Seller and Buyer at the addresses set forth below:

To Seller: TOWN OF WICKENBURG
155 North Tegner Street, Suite A
Wickenburg, Arizona 85390
ATTN: Town Manager

With Copy to: Pierce Coleman PLLC
17851 N. 85th Street, Suite 175
Scottsdale, Arizona 85255
ATTN: Trish Stuhan, Town Attorney

To Buyer: [name of company, if applicable]
[name of Buyer and title, if applicable]
[street address]
[city, state, zip]

Escrow Agent: Pioneer Title Agency
510 N. Tegner Street, Suite B
Wickenburg, AZ 85390

10.7 Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

10.8 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

10.9 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement, which may remain in effect without the invalid provision or application.

10.10 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10.11 Conflict of Interest. Seller and Buyer acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

10.12. Entire Agreement. This Agreement, which includes Exhibits 1 and 2, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

EXECUTED as of the date written on the first page of this Agreement.

“SELLER”

TOWN OF WICKENBURG,
an Arizona municipal corporation

_____, Town Manager

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Pierce Coleman, PLLC, Town Attorney

“BUYER”

By: _____

Name: _____

Title: _____

EXHIBIT 1

(Real Estate Purchase Contract)

[Legal Description]

Maricopa County Parcel No. 505-50-141

Real property situated in the County of Maricopa, State of Arizona, described as follows:

All of Lots Eleven (11) and Twelve (12), and that part of Lot Ten (10), Block Thirteen (13), WICKENBURG'S ADDITION TO WICKENBURG, recorded in Book 3 of Maps, page 3 thereof, records of Maricopa County, Arizona, Described as follows:

BEGINNING at the most Easterly corner of said Lot 10; thence in a Northwesterly direction along the Northeasterly line of said Lot 10, a distance of 15 feet; thence Southwesterly 140 feet along a line parallel to the Southeasterly line of said Lot 10, to the Southwesterly line of said lot: thence Southeasterly 15 feet to the most Southerly corner of said Lot 10; thence Northerly along the dividing line between Lots 10 and 11 to the point of beginning.

EXHIBIT 2

[FORM OF DEED]

When Recorded Return to:

Town of Wickenburg
Town Clerk's Office
155 N. Tegner Street, Suite A
Wickenburg, AZ 85390

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

SPECIAL WARRANTY DEED

For the consideration of _____ Dollars (\$_____), and other valuable considerations, the Town of Wickenburg, an Arizona municipal corporation, located at 155 N. Tegner St., Ste. A, Wickenburg, AZ 85390 ("Grantor"), does hereby convey to _____, an _____, located at _____ ("Grantee"), the following real property situated in the County of Maricopa, State of Arizona:

See Exhibit "A" attached hereto and incorporated herein by this reference (the "Property")

SUBJECT TO current taxes and assessments; patent reservations; all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record or to which reference is made in the public record; any and all conditions, shortages in area, overlaps, conflicts in boundary lines, easements, encroachments, rights-of way, rights or claims, or restrictions not shown by the public records which would be disclosed by a physical inspection, or which an accurate survey of the Property would reveal; unpatented mining claims; and the applicable zoning and use ordinances, regulations, zoning codes and the like of any municipality, county, state, or the United States affecting the Property as same now exist and as may hereafter be established or amended.

Grantor hereby binds itself and its successors to warrant and defend title to the Property against the acts of Grantor and none other subject to the matters set forth above.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

[SIGNATURES ON FOLLOWING PAGES.]

Dated this ____ day of _____, 2025.

GRANTOR:

**TOWN OF WICKENBURG, ARIZONA,
A municipal corporation**

By: _____

_____, Town Manager

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, Town Manager of the Town of Wickenburg, Arizona, a municipal corporation, being so authorized to execute, who executed and acknowledged the foregoing instrument for purposes therein contained and whose identity was proven to me on the basis of satisfactory evidence to be the persons who they claim to be and acknowledged that they signed the Special Warranty Deed.

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

Notary Public

My Commission Expires:

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

ACCEPTED BY GRANTEE:

By _____

Name: _____

Title: _____

EXHIBIT A
TO SPECIAL WARRANTY DEED
PROPERTY DESCRIPTION

Maricopa County Parcel No. 505-50-141

Real property situated in the County of Maricopa, State of Arizona, described as follows:

All of Lots Eleven (11) and Twelve (12), and that part of Lot Ten (10), Block Thirteen (13), WICKENBURG'S ADDITION TO WICKENBURG, recorded in Book 3 of Maps, page 3 thereof, records of Maricopa County, Arizona, Described as follows:

BEGINNING at the most Easterly corner of said Lot 10; thence in a Northwesterly direction along the Northeasterly line of said Lot 10, a distance of 15 feet; thence Southwesterly 140 feet along a line parallel to the Southeasterly line of said Lot 10, to the Southwesterly line of said lot: thence Southeasterly 15 feet to the most Southerly corner of said Lot 10; thence Northerly along the dividing line between Lots 10 and 11 to the point of beginning.