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 Humane Society of Wickenburg, an Arizona Non-profit Corporation (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 five hundred thousand and No/100 Dollars ($500,000.00), payable as follows:

2.2.1 Earnest Money Deposit. Ten percent (10%) of the total purchase price (fifty thousand and No/100 Dollars ($50,000.00)) 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 entire 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: Humane Society of Wickenburg
Attn: Tammy Hankins, President & CEO
400 Industrial Road
Wickenburg, AZ 85390

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:

____
Trish Stuhan, Town Attorney
Pierce Coleman, PLLC

"BUYER"

Human Society of Wickenburg,
an Arizona Non-profit Corporation

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:

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