

**PURCHASE AND SALES AGREEMENT
AND
ESCROW INSTRUCTIONS**

DATE: _____, 2024

SELLER: **Pinal County**, a political subdivision of the State of Arizona

Address: P.O. Box 749
Florence, AZ 85132
Attention: Cindy Perez, Real Property Coordinator
Telephone: (520) 866-6224
Email: Cindy.perez@pinal.gov

BUYER: **Randolph United Council**, an Arizona non-profit corporation

Address: P.O. Box 1869,
Coolidge, AZ 85128
Attention: Kyle Muldrow, President
Telephone: 520-869-3588
Email: Randolphunitedcouncil@gmail.com

ESCROW AGENCY: **Security Title Agency, Inc.**

Address: 2415 E Camelback Rd, Suite 200
Phoenix, AZ 85016
Attention: Jason Bryant, AVP Branch Manager
Telephone: 602-230-6297 Fax: 602-926-0452
Email: jbryant@securitytitle.com
Escrow No.: ST15231057

PROPERTY: The real property legally described on **Exhibit A**, including all rights and privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with such real property (the "Property").

ARTICLE 1 AGREEMENT OF THE PARTIES

1.1 Agreement. In consideration of the mutual promises and covenants set forth in this Agreement, Seller agrees to sell, and Buyer agrees to buy the Property. Grantee shall make use of the property for a charitable, social or benevolent purpose in accordance with A.R.S. Section 11-251(9), including but not limited to a community center on the terms and conditions set forth in this Agreement. Seller and Buyer shall be referred to herein, individually as a “Party” and collectively as the “Parties.” Promptly upon receipt of this Agreement, Escrow Agent shall execute the Acceptance by Escrow Agent below the signatures of the parties, insert the dated on which Escrow Agent received a fully executed Agreement (the “Opening Date”) in the space provided therefor and notify Buyer and Seller in writing of the Opening Date.

ARTICLE 2 PURCHASE PRICE AND PAYMENT TERMS

2.1 Purchase Price. The purchase price for the Property is thirty-four thousand, two hundred twenty and NO/100 Dollars (\$34,220.00) (the “Purchase Price”).

2.2 Additional Costs. In addition to the Purchase Price, Buyer shall pay the amount of two thousand five hundred and NO/100 Dollars (\$2,500.00), as required under the Additional Escrow Instructions (defined in **Section 3.1**), to reimburse Seller the cost of the Appraisal (“Appraisal Cost”).

2.3 Payments. Amounts due to Seller under this Agreement shall be paid by Buyer as follows:

(a) Cash Payment at Closing. On or before the Closing, Buyer agrees to deposit in escrow an amount equal to the sum of (i) the Purchase Price, (ii) the Appraisal Cost, and (iii) the Closing Costs (collectively, the Transaction Funding), subject to the condition precedent set forth in **Section 5.1(e)**.

2.4 Manner of Payment. All payments that Buyer is required to make under this Section shall be made by check payable to Escrow Agent.

2.5 Disbursements. At the Closing, all amounts paid by Buyer on account of the Purchase Price, less any amounts applicable to the Closing payable by Seller, shall be disbursed to Seller.

ARTICLE 3 ESCROW

3.1 Establishment of Escrow; Escrow Instructions. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is engaged to administer the escrow.

3.2 IRS Reporting. Escrow Agent agrees to be the designated “reporting person” under §6045(e) of the U.S. Internal Revenue Code of 1986 as amended (the “Code”) with respect to the

real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

3.3 Insured Closing Letter. If Escrow Agent does not issue its own title insurance policies, but acts as an agent for an underwriter, as a condition to Escrow Agent acting as such, Escrow Agent shall cause its underwriter to issue to the parties a closing protection letter or insured closing service in written form satisfactory to Buyer, within five (5) days following the Opening Date (otherwise, the Escrow Agent for purposes of holding the Earnest Money Deposit shall be the Title Insurer).

ARTICLE 4 INFORMATION TO BE PROVIDED TO BUYER

4.1 Information and Other Items to Be Provided to Buyer.

(a) Title Report. As soon as reasonably possible after the Opening Date a current preliminary title report or commitment for title insurance on the Property ("Title Report"), will be provided to Buyer, which shall be issued by Chicago Title Insurance Company (the "Title Insurer"). The Title Report will show the status of title to the Property, as applicable, as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in such Title Report.

(b) Survey. As soon as reasonably possible following the Opening Date, Buyer will have prepared a current survey (the "Survey") of the Property prepared by a registered land surveyor licensed in the state in which the Property is located. The Survey will be an ALTA/NSPS survey, showing all easements, encroachments, and other matters affecting the Property. The legal description on the Survey shall be the description used in the deed conveying the Property to Buyer.

(c) Environmental Site Assessment. Buyer may have prepared a current Phase I environmental site assessment of the Property, which shall be addressed to Buyer. The assessment will be conducted in compliance with the current ASTM standards for such assessments. Buyer will pay the cost of the environmental site assessment report(s).

4.2 Right to Enter and Inspect the Property. During the period from the Opening Date until the earlier of either (a) the Closing, or (b) cancellation of this Agreement: Seller grants Buyer the non-exclusive right and license for Buyer and Buyer's representatives, agents, and contractors to enter upon the Property for the purposes of investigating and inspecting the Property and performing testing, studies and analyses with respect to the Property.

ARTICLE 5 CONDITIONS TO CLOSING

5.1 Conditions to Buyer's Obligation to Close. Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:

(a) Title Review. Buyer is satisfied with the status of title to the Property, as disclosed by the applicable Title Report and the Survey, as follows:

(i)

(A) Buyer shall have sixty (60) days (the “Review Period”) following receipt of both the Title Report and the Survey in which to review and to give Seller and Escrow Agent written notice of any Survey matter or exception to title of the Property which is unacceptable to Buyer, in Buyer’s sole and absolute discretion (each such matter or exception, a “Disapproved Matter,” or, generally referred to as a “Disapproved Matter”).

(B) If, prior to the Closing, Escrow Agent issues a supplemental or amended title report showing additional title exceptions (an “Amended Title Report”), Buyer shall have a period of time (a “Supplemental Review Period”) equal to twenty (20) days from the date of receipt of the Amended Title Report and a copy each document referred to in the Amended Title Report in which to give notice of dissatisfaction as to any additional Disapproved Matters.

(C) If Buyer does not object to a Survey matter or an exception to title as disclosed by the Title Report, or an Amended Title Report within the applicable time period, such matter or exception shall be deemed to have been approved by Buyer.

(ii) If Buyer gives timely notice of any Disapproved Matter, then Buyer may, by giving notice to Seller and Escrow Agent within the Review Period or Supplemental Review Period, as applicable, either:

(A) Cancel this Agreement; or

(B) Provisionally accept title to the Property subject to Seller’s written agreement whether or not to cause the removal of any Disapproved Matters. If Seller agrees (without any obligation to do so) to cause the removal of any Disapproved Matters, Seller will use commercially reasonable efforts to remove such Disapproved Matter(s) on or before the Closing. If, however, Seller is unwilling or cannot remove such Disapproved Matters on or before the Closing, then, at Buyer’s election, Buyer may cancel this Agreement, or waive such objections and the transaction will close as scheduled.

(iii) Notwithstanding anything in this Agreement to the contrary, title to the Property shall be delivered to Buyer at the Closing free and clear of all monetary liens and encumbrances (other than the lien for current real property taxes not yet due and payable) and all such monetary liens and encumbrances shall be released from the Property on or before the Closing. All such liens and encumbrances are disapproved for the purposes of this **Section 5.1(a)**, and Buyer need not give any further notice of disapproval as to those items. Notwithstanding the foregoing, Seller has no obligation to remove any monetary liens or encumbrances unless Seller is a party thereto, Seller expressly assumed the obligations thereunder, or such liens or encumbrances arose from any act or omission of Seller (“Seller Liens”), and Buyer’s sole remedy in such case is to cancel this Agreement. Seller agrees that all Seller Liens that are a liquidated amount will be released from the Property by Seller at Seller’s sole expense on or before the Closing.

(iv) Seller agrees not to cause any additional exceptions to title to be recorded against the Property following the Opening Date without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion.

(v) The matters shown in the Title Report, and any Amended Title Report (other than standard printed exceptions and exclusions that will be included in the title policy) that are approved or deemed approved by Buyer or the Survey matters that are approved or deemed approved by Buyer, in accordance with this **Section 5.1(a)**, and any other matters approved by Buyer in writing, are referred to in this Agreement as the "Approved Title Exceptions."

(b) Buyer's Investigations. Buyer is satisfied with Buyer's investigations and inspections with respect to the Property and this transaction. In that regard, for a period beginning upon the Opening Date and ending on the day which is one hundred eighty (180) days after the Opening Date (the "Diligence Period"), Buyer will have the absolute right to cancel this Agreement for any reason whatsoever, in Buyer's sole and absolute discretion. Unless Buyer gives written notice of cancellation prior to the Closing, then Buyer will be deemed to have elected not to cancel the Agreement under this provision.

(c) Escrow Agent Prepared to Close and Issue Title Policy. Escrow Agent is prepared to close the purchase/sale of the Property, as contemplated by this Agreement, and Title Insurer is unconditionally prepared to issue the Title Policy for the Property in the form required by this Agreement.

(d) Full Compliance. Seller has fully performed all of its obligations to be performed by Seller on or before the Closing.

(e) SRP Funding. SRP shall have deposited into Escrow the Purchase Price, Appraisal Cost, and other Buyer costs required to Close ("Transaction Funding"). If the Transaction Funding has not been deposited into Escrow on or before the date the Amended CEC (defined below) expires or is otherwise terminated, then this Agreement and the Additional Escrow Instructions shall terminate and be of no further force or effect. Such termination shall be effective automatically without the requirement of further action by one or both Parties. As used herein, "Amended CEC" shall mean and refer to Attachment A to the Arizona Corporation Commission Order 79020, which can be found at <https://docket.images.azcc.gov/0000209388.pdf?i=1706553895426>.

If any of the foregoing conditions is not fulfilled to the satisfaction of Buyer, or otherwise waived by Buyer, on or before the date by which such contingency is to have been satisfied, Buyer may, through the exercise of Buyer's sole discretion, cancel this Agreement.

ARTICLE 6 CLOSING

6.1 Closing. The Closing of the sale/purchase of the Property, and the escrow related thereto (the "Closing") shall occur on the later of (i) thirty (30) days following completion of the Diligence Period, or (ii) deposit into Escrow of the Transaction Funding. Notwithstanding the

foregoing, if the date of the Closing would otherwise occur is prior to expiration of a Supplemental Review Period, the date of the Closing shall automatically be extended to the day following expiration of the Supplemental Review Period.

6.2 Closing Statement. Prior to the Closing, Escrow Agent will prepare a combined closing settlement statement for Seller and Buyer, reflecting the various charges, prorations and credits applicable to such Party, as provided in this Agreement, and provide a copy of the statement to each of Seller and Buyer. Prior to the Closing, Seller and Buyer shall each have the right to review and approve the closing settlement statement to insure that such settlement statement conforms to the terms of this Agreement, and the settlement statement, as approved by both Buyer and Seller, is referred to in this Agreement as a “Combined Closing Settlement Statement.”

6.3 Seller’s Closing Documents.

(a) On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

(i) A special warranty deed, substantially in the form set forth on **Exhibit B**, conveying the Property to Buyer (the “Deed”), subject only to the Approved Title Exceptions;

(ii) A certification to Buyer and Escrow Agent, signed and acknowledged by Seller, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of and in the form required by Section 1445 and 7701 of the Internal Revenue Code of 1986 and the related Treasury Regulations; and

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

6.4 Buyer’s Closing Documents. On or before the Closing, Buyer shall deposit into escrow such documents as may be necessary or appropriate to consummate the transaction to be closed thereunder in accordance with the terms of this Agreement, for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged.

6.5 Title Policy. Promptly following the Closing, Escrow Agent shall provide Buyer with an ALTA extended owner’s policy of title insurance issued by Title Insurer in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies and to the Approved Title Exceptions (the “Title Policy”). The premium for the Title Policy shall be paid by Buyer at Closing.

6.6 Closing Costs. Upon the Closing, Buyer, shall pay the following costs and charges (the "Closing Costs"):

- (a) Escrow Charges. Buyer shall pay 100% of the escrow charges.
- (b) Recording Fees. All recording fees, including without limitation fees for recording instruments or other documents necessary to remove any Disapproved Matter, and to record the Deed, shall be paid by Buyer.
- (c) Transfer Fees. Any documentary transfer tax, stamp tax, real estate conveyance tax or similar tax or fee due and payable shall be paid by Buyer.
- (d) Title Policy. The premium for the Title Policy shall be paid by Buyer.
- (e) Survey. An ALTA/NSPS Land Title Survey shall be paid by Buyer.
- (f) Phase 1 Environmental Due Diligence. A environmental site assessment shall be paid by Buyer.

6.7 Prorations.

(i) Real estate taxes and assessments, personal property taxes, if any, and homeowners' or property owners' association assessments, if any (each a "Prorated Amount") shall be prorated in escrow as of the Closing with respect to the Property, based on the latest available information. If, at the Closing, information is not available to allow for the proration of a Prorated Amount, then, following the Closing and within sixty (60) days following receipt by either Buyer or Seller of the information necessary to complete the proration of a Prorated Amount, Buyer and Seller shall prorate or re-prorate such Prorated Amount among themselves and make any necessary adjusting payments.

(ii) All prorations and/or adjustments called for in this Agreement will be made on the basis of a 30-day month and actual days elapsed unless otherwise specifically agreed in writing by Seller and Buyer.

6.8 Payments and Disbursements to be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Combined Closing Settlement Statement. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the Parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as set forth in the Combined Closing Settlement Statement.

ARTICLE 7 ADDITIONAL COVENANTS

7.1 Binding Obligation of Seller.

(a) Organizational Status. Seller is a political subdivision of the State of Arizona, is qualified to do business in the State of Arizona, and has full power and authority to enter into and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Seller have full power and authority to do so and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated by this Agreement.

(b) Entity Action. All entity action on the part of Seller which is required for the execution, delivery and performance by Seller this Agreement and each of the documents and agreements to be delivered by Seller at the Closing will have been duly and effectively taken.

(c) Enforceable Nature of Agreement. Subject to the approval described in **Section 5.2(b)**, this Agreement and each of the documents and agreements to be delivered by Seller at the Closing, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, or similar laws affecting the enforcement of creditors' rights generally, and subject, as to enforceability, to general principles of equity, regardless of whether enforcement is sought in a court of law or equity.

7.2 Possession. Possession of the Property shall be delivered to Buyer upon the Closing.

7.3 Actions Requiring Consent of Buyer. Notwithstanding any provision of this Agreement to the contrary, Seller shall not take any of the following actions prior to the earlier of the Closing or the cancellation of this Agreement without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion:

(a) Third Party Rights. Grant license or use rights to the Property to any person other than Buyer;

(b) No Physical Alterations. Alter in any manner the physical condition of the Property except as necessary to permit Seller to comply with its respective obligations under applicable laws, or to maintain the Property.

(c) No Other Disposition. Agree or negotiate to sell, convey, assign, transfer or otherwise dispose of any interest in the Property.

(d) Wells. Sell, lease, cap or abandon any well located on the Property or used to provide water to and within the Property;

(e) Water Rights. Enter into any agreement pertaining to the use of water from any wells located on the Property or affecting any of the water rights appurtenant to the Property; or

7.4 Risk of Loss. Except as provided in this Section and except as otherwise provided in **Section 4.4**, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller. In case of loss or damage to the Property prior to the Closing, Buyer may cancel this Agreement by giving written notice to Seller and Escrow Agent.

ARTICLE 8 BROKERAGE

8.1 Brokerage. Buyer warrants that Buyer has not dealt with any broker in connection with this transaction. Seller warrants that Seller has not dealt with any broker 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, defend, and hold harmless the other Party for, from and against any and all Claims in connection with such claim or any action or proceeding brought on such claim.

ARTICLE 9 DEFAULTS AND REMEDIES

9.1 Defaults by Buyer.

(a) Buyer's Default. The occurrence of any of the following will constitute a default by Buyer under this Agreement:

(i) If, by the time set for the Closing, Buyer has failed to pay the Purchase Price into escrow, to deposit into escrow the documents and other items to be deposited by Buyer in escrow, or to perform any other obligation of Buyer to be performed (all such obligations being referred to collectively as the "Buyer Closing Obligations"); or

(ii) If Buyer fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Buyer, provided that such failure, if of a type that can be cured or corrected by Buyer, will not be a default unless such failure continues for 15 days after written notice of such breach is given by Seller to Buyer, except that if such failure is of such a character as to require more than 15 days to correct, Buyer will not be in default if Buyer commences actions to correct such failure within the 15-day period and thereafter, using reasonable diligence, cures such failure, but in no event shall such cure period extend beyond sixty (60) days.

(b) Seller's Remedies.

(i) If Buyer is in default with respect to the Buyer Closing Obligations, Seller's sole and exclusive remedy with respect to such default shall be to cancel this Agreement and the escrow, such cancellation to be effective immediately upon Seller giving written notice of cancellation to Buyer and Escrow Agent.

(ii) If Buyer is in default with respect to any of its obligations under this Agreement, other than the Buyer Closing Obligations, including any indemnity obligations, Seller shall have all rights and remedies at law or in equity in connection with such default, provided, however, nothing herein shall entitle Seller to recover any consequential, special or punitive damages.

(c) Seller irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in **Section 9.1(b)** above.

9.2 Default by Seller.

(a) Seller's Default. The occurrence of any of the following will constitute a default by Seller under this Agreement:

(i) If, by the time set for the Closing, Seller has failed to deposit into escrow the documents and other items to be deposited by Seller in escrow, or to perform any other obligation of Seller to be performed (all such obligations being referred to collectively as the "Seller Closing Obligations"); or

(ii) If Seller fails to observe or perform any of the other covenants or agreements contained in this Agreement to be observed or performed by Seller, provided that such failure, if of a type that can be cured or corrected by Seller, will not be a default unless such failure continues for 15 days after written notice of breach is given by Buyer to Seller except that if such failure is of such a character as to require more than 15 days to correct, Seller will not be in default if Seller commences actions to correct such failure within the 15-day period and thereafter, using reasonable diligence, cures such failure, but in no event shall such cure period extend beyond sixty (60) days.

(b) Buyer's Remedies.

(i) If Seller is in default with respect to the Seller Closing Obligations, Buyer's sole and exclusive remedy with respect to such default shall be to either (A) cancel this Agreement and the escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, or (B) have specific performance of this Agreement.

(ii) If Seller is in default with respect to any of its obligations under this Agreement, other than the Seller Closing Obligations, Buyer shall have all rights and remedies at law or in equity in connection with such default, provided, however, nothing herein shall entitle Buyer to recover any consequential, special or punitive damages.

(iii) Buyer irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in **Section 9.2(b)** above.

ARTICLE 10 GENERAL PROVISIONS

10.1 Notices. All notices shall be in writing and shall be made by hand delivery, facsimile, express delivery service, freight prepaid, email, or by certified mail, postage prepaid, return receipt requested. Notices will be delivered or addressed to Seller and Buyer at the addresses or facsimile numbers set forth on the first page of this Agreement or at such other address or number as a Party may designate to the other Party in writing. 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 service; (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; and (d) when transmitted properly, in the case of facsimile or email transmission, with a facsimile or email being deemed to have been properly transmitted as of the date of successful transmission of the entire notice, as confirmed by return transmission in the case of a facsimile, or by a read receipt in the case of an email; provided, however, that if successful transmission is completed after 5:00 p.m., local time for the recipient on such day, then the facsimile transmission will be deemed to have been given and received and become effective on the next succeeding day.

10.2 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.

10.3 Counterparts. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

10.4 Governing Law, Applicability of A.R.S. 38-511. This Agreement shall be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles. Notice is hereby given of the applicability of A.R.S. 38-511.

10.5 Time of Essence; Time Periods. Time is of the essence of this Agreement. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 pm (MST) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a day other than a Business Day, the time for performance or taking such action shall be extended to the next succeeding Business Day. As used herein, "Business Day" means a day, other than a Saturday, Sunday, legal holiday, or any other day that Escrow Agent is closed for business.

10.6 Entire Agreement, Amendments. This Agreement 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.

[Signatures Begin on Following Page]

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

SELLER:

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Mike Goodman, Chairman of the Pinal County Board of Supervisors

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

BUYER:

RANDOLPH UNITED COUNCIL, an Arizona non-profit corporation

By: Kyle Muldrow 5/MAY/2024
Kyle Muldrow, President

ACKNOWLEDGEMENT AND AGREEMENT BY TITLE COMPANY

Escrow Agent hereby (1) acknowledges receipt of a fully executed copy or counterpart copies of the foregoing Purchase Agreement on the date as written below, which date is hereby designated as the "Opening Date" and (2) agrees to establish an escrow as stated below in accordance with the provisions of this Agreement.

By: Jason Bryant
Jason Bryant

Its AVP Branch Manager

Date: 5-16-2024

Escrow Number: 15231057

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT A
LEGAL DESCRIPTION
COMBINED PARCELS

ALL THAT PORTION OF PROPERTY DESCRIBED IN WARRANTY DEED, RECORDED DECEMBER 20TH, 1994 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA IN DOCKET 2065, PAGE 368. SAID PROPERTY DESCRIBED AS FOLLOWS:

LOTS 3 THROUGH 11, INCLUSIVE, BLOCK 76, OF RANDOLPH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 2 OF MAPS, PAGE 5.

TOGETHER WITH:

THE WEST 50 FEET OF HUGHES STREET (FIFTH AVENUE) LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOTS 3 THROUGH 11, INCLUSIVE, BLOCK 76, OF RANDOLPH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 2 OF MAPS, PAGE 5 AS ABANDONED BY THE PINAL COUNTY BOARD OF SUPERVISORS IN INSTRUMENT RECORDED JANUARY 10, 1956 IN DOCKET 142, PAGE 302.

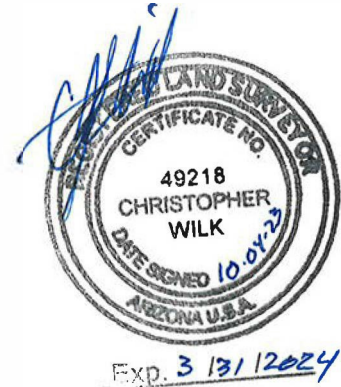


EXHIBIT B
FORM OF DEED

WHEN RECORDED MAIL TO:

AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(3)

SPECIAL WARRANTY DEED

Pinal County
Parcel # 401-31-004A

R/W # Agt.
Job #
W _____ C _____

PINAL COUNTY, a political subdivision of the State of Arizona

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, does hereby grant and convey to the **RANDOLPH UNITED COUNCIL**, an Arizona non-profit corporation, hereinafter called the Grantee, that certain real property situated in Pinal County, Arizona legally described as set forth on Exhibit A hereto (the "Property"), together with all rights and privileges appurtenant thereto.

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record or which would be shown or discovered by a survey or inspection of the Property.

And the Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters above set forth.

[Signature appears on following page.]

DATED this ____ day of _____ 2024.

PINAL COUNTY, a political subdivision
of the State of Arizona

BY: _____
Chairman of the Board of Supervisors

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as Chairman of the Pinal County Board of Supervisors, on behalf of such board.

Notary Public

EXHIBIT A to FORM OF DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

[See legal description and depiction thereof on the following page]

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 10, BEING AN ARIZONA HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SECTION 10, BEING AN UNIDENTIFIED 3/8 INCH REBAR, BEARS N 89°52'37" E, 5277.78 FEET AND THE SOUTHWEST CORNER OF SECTION 10, BEING AN ARIZONA HIGHWAY DEPARTMENT BRASS CAP IN A HANDHOLE, BEARS S 00°01'32" E, 2644.91 FEET;

THENCE N 89°52'37" E, ALONG THE EAST-WEST MIDSECTION LINE OF SECTION 10, 1018.66 FEET;

THENCE S 00°03'15" W, 100.04 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 76, OF RANDOLPH, ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF MAPS, PAGE 5 RECORDS OF PINAL COUNTY, ARIZONA AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED;

THENCE N 89°52'25" E, ALONG THE NORTH LINE OF LOT 3, 138.39 FEET (CALCULATED), TO THE NORTHEAST CORNER OF LOT 3 AND THE WEST RIGHT-OF-WAY LINE OF FIFTH AVENUE, (AKA, HUGHES STREET);

THENCE N 89°52'25" E, ON AN EASTERLY EXTENSION OF THE NORTH LINE OF LOT 3, 47.00 FEET;

THENCE S 00°01'04" W, PARALLEL WITH AND 47.00 FEET EAST OF THE EAST LINE OF SAID BLOCK 76, 225.13 FEET, (CALCULATED), 225.00 FEET (RECORD), TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 11, BLOCK 76, OF RANDOLPH, ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF MAPS, PAGE 5 RECORDS OF PINAL COUNTY;

THENCE S 89°51'26" W, ALONG SAID EASTERLY EXTENSION, 47.00 FEET TO THE SOUTHEAST CORNER OF LOT 11;



EXHIBIT A, (CONTINUED)

THENCE S 89°51'26" W, ALONG THE SOUTH LINE OF LOT 11, 138.53 FEET, (CALCULATED), TO THE SOUTHWEST CORNER OF LOT 11;

THENCE N 00°03'15" E, ALONG THE WEST LINES OF LOT 3 THROUGH 11, BLOCK 76, OF RANDOLPH, ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF MAPS, PAGE 5 RECORDS OF PINAL COUNTY, 225.18 FEET, (CALCULATED), 225.00 FEET (RECORD), BACK TO THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN.

