

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

RESOLUTION NO. 2623

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE CITY FOR PUBLIC PURPOSES, AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO ACQUIRE TITLE TO MARICOPA COUNTY ASSESSOR'S PARCEL NO. 102-49-032 LOCATED AT THE NORTHEAST CORNER OF 93RD AVENUE AND VAN BUREN STREET, TOLLESON, ARIZONA, ON BEHALF OF THE CITY BY PURCHASE FOR AN AMOUNT NOT TO EXCEED \$370,000, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the City of Tolleson requires the acquisition of certain real property, described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Council of the City of Tolleson finds that acquisition of the property described is necessary for public purposes, and it is in the public interest to acquire such property, and

WHEREAS, the Council of the City of Tolleson has considered alternatives available to it, has balanced the public good and the private injury resulting from the acquisition of the property, and has determined that locating the public improvements on the property results in the greatest public good and the least private injury.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA:

Section 1. That the Mayor, City Manager and City Attorney are hereby authorized and directed to acquire title to and possession of the real property described in Exhibit A by donation, eminent domain or purchase for an amount not to exceed fair market value up to and including \$370,000, plus acquisition and closing costs; and

Section 2. The Mayor, City Manager, City Engineer, City Clerk and City Attorney are hereby authorized to perform all acts necessary to acquire said property and directed to execute

all documents and take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of October, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2623

[Purchase Agreement]

See following pages.

REAL ESTATE PURCHASE CONTRACT

The parties to this Real Estate Purchase Contract (the "Contract") are Magdalena Rubio, a single woman (hereinafter "Seller") and the City of Tolleson, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"). The Seller agrees to sell and the Buyer agrees to purchase certain real property under the terms and conditions set forth below:

1. LEGAL DESCRIPTION

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

2. PURCHASE PRICE

The total purchase price for the Property is \$370,000.00 to be paid by the Buyer to the Seller through Pioneer Title Agency located at 1550 East Missouri Avenue, Phoenix, Arizona 85014, 602-328-8925, with Jennifer Siverio serving as Escrow Agent, upon close of escrow.

3. BROKERAGE COMMISSION

The Seller is represented by Michael Valdez of Westgate Homes Realty. Seller is solely responsible for compensating costs contained within any agreements with Westgate Homes Realty, and hereby agrees to indemnify the Buyer against any claim for commission (including all costs and attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

4. RISK OF LOSS

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow. Seller shall indemnify and hold Buyer harmless for all such loss, damage, liability, fees or costs of any kind whatsoever, except those caused by the Buyer. This indemnity shall survive termination of this Contract.

5. TITLE INSURANCE; CLOSING COSTS AND PRORATIONS

5.1 Buyer will pay all escrow fees, except outstanding real property taxes, assessments, liens or judgments, related to the sale of the Property and any real estate brokerage fees owed by Seller. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the purchase price and naming Buyer as the insured. Buyer shall bear the cost of such title policy. The Seller shall be responsible for all property taxes and assessments levied and due against the Property up to the date of closing. The Buyer shall

be responsible for all taxes and assessments levied against the Property after the closing date. Real property taxes for the year in which Close of Escrow occurs that are payable by Owner shall be prorated based upon the latest tax information available, and there shall be no post-Closing reconciliation between the parties of any such prorations.

5.2 Seller shall be responsible for any recorded liens or judgments and all property taxes and assessments levied and due against the Property prior to closing. Buyer shall be responsible for all taxes and assessments levied against the Property after the closing date. Real property taxes for the year in which close of escrow occurs and that are payable by Seller shall be prorated at close of escrow between the parties based upon the latest tax information available.

5.3 All of the above-referenced costs that are the responsibility of the Buyer shall be paid into escrow on or before the Close of Escrow in addition to the purchase price. All costs that are the responsibility of the Seller as referenced above shall be paid from the proceeds of the sale price to which the Seller is entitled.

6. TITLE WARRANTY

Fee Simple absolute title to the Property shall be transferred by the Seller to the Buyer at the Close of Escrow by Special Warranty Deed, which shall include conveyance of all surface and ground water rights related to the Property. Buyer is obligated to accept title to the Property at Close of Escrow only if (1) the Property is free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances; and (2) the Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until Close of Escrow to file its objections to the condition of title.

7. INVESTIGATIONS

Buyer shall have until Close of Escrow to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Property.

8. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

8.1. Except as reflected in the preliminary title report at the time of execution of the Contract, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Contract.

8.2. Seller owns the Property in fee simple absolute, subject only to the matters reflected in the preliminary title report.

8.3. There is no pending or threatened condemnation or similar proceeding affecting any part of the Property, and Seller has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

8.4. No work has been performed or is in progress at the Property and no materials have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against any part of the Property.

8.5. Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

8.6. There are no parties in adverse possession of the Property; there are no parties in possession of the Property except Seller; and no party has been granted any license, lease, or other right relating to the use of possession of the Property.

8.7. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Property.

8.8. There is no default, nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease, or other instrument which relates to the Property or which affects the Property in any manner whatsoever.

8.9. There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.

8.10. There are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the Property. Seller has not received notices from any insurance companies, governmental agencies, or any other person with respect to violations concerning the Property. If any notices of violations are received prior to Close of Escrow, Seller shall immediately submit copies to Buyer and Buyer's review and acceptance shall be a condition precedent to Close of Escrow.

8.11. Seller will not at any time prior to Close of Escrow grant to any person an interest in the Property.

9. OPENING OF ESCROW/CLOSE OF ESCROW

Opening of Escrow is defined to be the date that this 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 the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the Property shall be transferred from the Seller to the Buyer. Any monetary encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

10. EMINENT DOMAIN/CONDEMNATION

Should, for any reason, all or any portion of the Property be purchased prior to Close of Escrow by any government entity by eminent domain or condemnation, any proceeds from such transaction shall belong solely to the Seller. Upon condemnation of all or any portion of the Property, Seller shall be responsible to pay all escrow costs and fees related to this Contract and all rights and obligations of the parties under this Contract shall terminate.

11. USE OF SUBJECT PROPERTY

Seller shall have the exclusive right to use the Property until Close of Escrow. Seller agrees to maintain the Property through Close of Escrow in the same condition the Property exists at the execution of this Contract. Seller shall not remove any fixtures or improvements from the Property unless otherwise agreed to by the Buyer in writing. The Buyer does not have any right to use or enter upon the Property until completion of the Close of Escrow and transfer of title, unless otherwise agreed to by the Seller.

12. RIGHT TO ENCUMBER

As referenced above, the Property is to be free and clear of all liens and encumbrances at the time of transfer of title from the Seller to the Buyer. The Seller shall not voluntarily encumber the Property after execution of this Contract. Seller agrees that all encumbrances existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale.

13. ENVIRONMENTAL LIABILITY

13.1 Neither Seller nor, to the Seller's knowledge, any other person ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under, or at the Property or any part thereof or from the Property or any part thereof into the atmosphere or any watercourse, body of water, or wetlands and neither the Property nor any part thereof has ever been used (by Seller or, to the best of Seller's knowledge, by Seller's predecessors, or by any other person) as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. For purposes of this Contract, "Hazardous Material" means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act; any so-called "Superfund" or "Superlien" law; the Toxic Substances Control Act; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect; and asbestos or any substance or compound containing asbestos, PCB's, or any other hazardous,

toxic, or dangerous waste, substance, or material. Seller has not, nor to Seller's knowledge have Seller's predecessors or any other person installed any underground tanks.

13.2 Seller hereby indemnifies Buyer and agrees to pay, defend, and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever, including reasonable attorneys' fees paid, incurred or suffered by, or asserted against, Buyer for, with respect to, or as a direct or indirect result of, the placement of any Hazardous Material on the Property by Seller, or an agent or employee of Seller, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Property into or upon any land, the atmosphere, or any watercourse, body of water, or wetland of any Hazardous Material placed on the Property by Seller or an agent or employee of Seller, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material which occurred because of the actions of Seller or any agent or employee of Seller while Seller owned the Property.

13.3 If the Property is found to contain hazardous wastes or substances in quantities unacceptable to the Buyer, or underground storage tanks requiring removal or abatement as may be determined by subsequent reports or inspection by independent experts hired by the Buyer, the Buyer has the right to terminate or rescind this Contract. However, all indemnifications shall survive termination or rescission of the Contract.

14. ASSIGNABILITY

Neither the Seller nor the Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

15. DEFAULT

15.1 Default by Seller: All provisions of this Contract are hereby deemed to be material. The Buyer shall have all rights and remedies available to it under Arizona law. Should the Seller breach any of the provisions under this Contract, Buyer shall immediately be entitled to the return of all amounts it paid pursuant to the Contract, to terminate the Contract, and to damages and to specific performance by Seller. Should Seller breach any provision of this Contract, the terms of this Contract shall not in any way be construed as a waiver of the Buyer's rights, as a municipal corporation, to obtain the Property by condemnation or eminent domain should the Seller fail to perform their obligations under this Contract.

15.2 Default by Buyer: All provisions of this Contract are hereby deemed to be material. The parties agree that Seller's remedies for Buyer's breach of this Contract shall be such rights and remedies available to them under Arizona law.

15.3 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

15.4 The prevailing party shall be entitled to an award of all costs and attorneys' fees incurred should legal action be necessary by either party to enforce the terms of this Contract.

16. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Property and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

17. MODIFICATION

The terms of this Contract may only be modified upon written approval of all parties to this Contract.

18. SEVERABILITY

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

19. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

20. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Pierce Coleman PLLC, have rendered legal or other advice to Seller regarding sale of the subject property or the specific terms of this Purchase Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that they have taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, the ambiguity in this Contract shall not be construed against either party.

21. CONFLICT OF INTEREST

The Seller recognizes that the Buyer is a political subdivision of the State of Arizona. Pursuant to A.R.S. § 38-511, the Buyer may cancel this Agreement within three (3) years after its

execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of the Seller in any capacity or a consultant to the Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by the Buyer to the Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by the Buyer to the Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, the Seller shall return to the Buyer all moneys paid by the Buyer under this Contract. Additionally, Seller shall be responsibility for payment of all escrow fees. Buyer shall convey back the Property to the Seller.

22. AUTHORITY TO EXECUTE

The Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of the Seller and Buyer. This Contract may be executed in several counterparts which together shall constitute an original.

23. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Magdalena Rubio
9117 West Van Buren Street
Tolleson, Arizona 85353

Buyer:

City Manager
City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353

With a copy to:

City Attorney
City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353

ACCEPTED BY:

DATE: _____, 2025

SELLER:

BUYER:
CITY OF TOLLESON, ARIZONA
a municipal corporation

Magdalena Rubio

By _____
City Manager

APPROVED AS TO FORM:

By _____
Justin Pierce
Pierce Coleman PLLC, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Maricopa County Parcel No. 102-49-032

Lot 12, Block 2, BADEN SUBDIVISION, according to the plat of record in the office of the Maricopa County Recorder, Arizona, in Book 17 of Maps, page 20.