

## REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between **APACHE JUNCTION WATER UTILITIES COMMUNITY FACILITIES DISTRICT**, an Arizona municipal corporation DBA the Apache Junction Water District ("District"), and **DAVID WIRTH**, a single man ("Owner") each a "Party" and collectively the "Parties").

### RECITALS

A. Owner represents and warrants he owns a certain parcel of real property described in Attachment A (the "Real Property").

B. Subject to the terms and conditions of this Agreement, District desires to purchase the Real Property from Owner.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. The Purchase Price of the Real Property will be One Hundred Twenty-Three Thousand Five Hundred Dollars and Zero Cents (\$123,500.00) cash with no financing or entitlement contingencies.

2. a. Within seven (7) calendar days of signing this Agreement, the Parties will open escrow with Title Security Agency, Attention: Tish Sopha, 421 E. Cottonwood Lane, Casa Grande, AZ 85122 ("Escrow Holder") in connection with Owner's conveyance of the Real Property to District. This Agreement will serve as escrow instructions insofar as applicable. The Parties will furnish appropriate additional escrow instructions as necessary.

b. Upon the opening of escrow, as provided in paragraph 2.a., above, District will deposit with Escrow Holder Fifteen Thousand Dollars and No Cents (\$15,000.00) (the "Deposit"). Unless the Deposit is returned to District as provided in paragraph 9 of this Agreement, Escrow Holder will hold the Deposit and disburse it to Owner on the Closing Date. The Closing Date will be on or before seven (7) calendar days after the end of the Due Diligence Period defined in paragraph 2.d. If the Closing Date falls on a weekend or legal holiday, the Closing Date will be the next business day.

c. Within seven (7) calendar days following the opening of escrow, Owner will obtain from Escrow Holder and deliver or caused to be delivered to District a title commitment on the Real Property with copies of all recorded documents referred to therein.

d. During the period of time beginning on the opening of escrow and expiring on February 15, 2024 (the "Due Diligence Period"), District will give written notice to Owner of its approval or disapproval of, or objection to, the condition of title to the Real Property, separately specifying and setting forth any such objection. Owner will take all commercially reasonable actions to cure any such objections to the title of the Real Property and the time for closing will be extended a reasonable time but in no case more than thirty (30) calendars days to allow Owner to

cure the objections. If Owner is unable to or unwilling to remove said objections, District at its option may terminate this Agreement or deliver to Owner written notice waiving the objections.

3. On or before the Closing Date:

a. District may obtain a Standard Coverage Owner's Policy or Policies of Title Insurance, insuring District's title to the Real Property subject only to those matters and exceptions set forth in such policy or policies which are expressly approved in writing by District.

b. Owner will deliver to Escrow Holder a fully executed, notarized special warranty deed in the form attached hereto as Attachment B conveying to District all of Owner's right, title, and interest in and to the Real Property, free and clear of all covenants, conditions, restrictions, reservations, rights, liens, encumbrances, claims, charges, exceptions, leases, tenancies, licenses, easements, or other items, whether of record or not, affecting the Real Property that have not been expressly approved in writing by District.

c. The Parties will execute the Affidavit of Property Value for the Real Property required by A.R.S. § 11-1133.

4. The District will pay the following costs, as set forth below:

a. District will pay the cost of recording the special warranty deed;

b. District will pay Escrow Holder fees;

c. District will pay the applicable premiums for a Standard Coverage Owner's Policy or Policies of Title Insurance; and

d. District will be responsible for all closing fees.

e. The District will pay all property tax bills and assessments applicable to the Real Property which will be prorated as of the Closing Date.

5. District and its agents will have the right to enter upon the Real Property at any time following the signing of this Agreement for the purpose of inspecting and evaluating the condition of the Real Property including, without limitation, soil analysis and environmental assessments or other site investigations. District will be responsible for injury or damage caused by District's, or its agents', entry onto the Property and inspection and evaluation of the condition of the Property. District will also indemnify Owner for all injury or damage caused to third parties by District's, or its agents', entry onto the Property and inspection and evaluation of the condition of the Property.

6. Except as set forth in Section 5, Owner will be responsible for any and all property damage, loss, or liability of any kind and from any cause arising from or in connection with the Real Property arising prior to the Closing Date. District will not be responsible for the Real Property before the Closing Date.

7. Owner represents and warrants that there are no underground storage tanks of any kind on the Real Property and, to Owner's knowledge, no toxic or hazardous substance or material has been stored or discharged on or applied to the Real Property. Owner believes that the Real

Property is free of any toxic or hazardous substance or material and that there are no material defects in the physical condition of the Real Property, including, without limitation, violations of city, county, state, or federal building, zoning, fire, health, safety, or environmental codes or ordinances or other applicable governmental regulations. Owner has not received any information or notice from any source that repairs, clean up, modifications, or additions to the Real Property were previously, are presently, or will be necessary or required. Owner's representations and warranties will, as a condition to District's obligations hereunder, be true on the Closing Date and will survive the Closing Date.

8. If, during the Due Diligence Period, District determines, in its sole judgment, that the condition of the Real Property, any condition affecting the Real Property, or the condition of title to the Real Property is unacceptable to District, District, at its option and by notice to Owner, may terminate this Agreement, in which event neither party shall have any further liability under this Agreement and the Deposit will be returned to District.

9. Owner will not grant any easement, right-of-way, or other interest in or to the Real Property or convey or encumber, or permit any encumbrance of, any portion thereof prior to the Closing Date that would, in District's judgment, interfere with or adversely affect District's use of the Real Property.

10. Time is of the essence and the Parties will diligently perform its obligations under this Agreement in a timely fashion in accordance with its provisions.

11. This Agreement will be enforceable and binding upon the Parties and their successors, agents, and assigns.

12. Except as otherwise required in this Agreement, notices to any Party concerning this Agreement will be deemed to have been duly given when made in writing and delivered personally, or by courier (such as Federal Express), or deposited in the United States mail, certified and postage prepaid, or by email (provided that any communication delivered by email will also be delivered via another permitted method of delivery set forth above), addressed as follows:

to District: Apache Junction Water District  
300 E. Superstition Blvd., Bldg. D  
Apache Junction, Arizona 85119  
Attention: Michael Loggins, District Director  
Email: mloggins@apachejunctionaz.gov

to Owner: David Wirth  
6499 S. Kings Ranch Road, #6, PMB6  
Gold Canyon, Arizona 85118  
Attention: David Wirth, Owner  
Email: dwirth9@gmail.com

or to such other address or addresses the Parties designate in writing.

13. District may assign all its right, title, and/or interest in this Agreement, the escrow, and the Real Property to its named assignee, designated in writing, prior to the Closing Date.

14. This Agreement and attachments represent the entire agreement between the Parties with respect to the subject matter contained in this Agreement and no amendment or modification will be binding unless made in writing and signed by duly authorized representatives of the Parties.

15. In the event any claim, controversy, or legal action arises under this Agreement, the prevailing party will be entitled to recover from the other party all of its attorney fees, costs, expense and other fees.

16. The Parties will execute any further instrument and perform any further act which may become necessary to carry out the terms of this Agreement.

17. Each individual signing below on behalf of the Parties represent that they are duly authorized to execute this Agreement.

IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be executed as of the date first written above.

**OWNER:**

DAVID WIRTH, a single man

**DISTRICT:**

APACHE JUNCTION WATER UTILITY  
COMMUNITY FACILITIES DISTRICT,  
an Arizona municipal corporation

By: \_\_\_\_\_

David Wirth

By: \_\_\_\_\_

Michael Loggins

Water District Director

Approved as to form

By: \_\_\_\_\_

R. Joel Stern

District Attorney

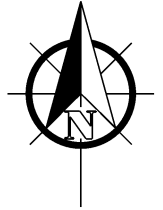


## ATTACHMENT A

### “Real Property”

Lots 341 and 342 of SUPERSTITION VILLA, according to the final plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 12 of Maps, Page 39 and re-dedicated in Docket 430, Page 600.

Superstition Villa, Book12 of Maps, Page 39  
Re-Dedicated in Docket 430, Page 600



Lot 297

Lot 296

ALLEY

21.21'

145'

Lot 341

16'

31'

Lot 299

Lot 342

25'

25'

160'

Lot 343

Lot 344

Lot 300

Lot 345

ALLEY

Lot 346

Lot 347

Lot 301

Lot 348

COCONINO DRIVE

### MAP TO ATTACHMENT A

Southeast quarter of Section 29, T.1N., R.8E.,  
G&S.R.B.&M., Pinal County, Arizona

0 20 40 80

Graphic Scale in Feet

**WHEN RECORDED MAIL TO:**

**APACHE JUNCTION WATER DISTRICT  
PO BOX 4768  
APACHE JUNCTION, ARIZONA 85178-0014**

ESCROW NO.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **Special Warranty Deed**

For the consideration of Ten Dollars, and other valuable considerations, I, DAVID WIRTH, a single man, the ("Grantor"), does hereby convey to **Apache Junction Water Utilities Community Facilities District, a municipal corporation**, the ("Grantee") the following real property situated in the city of Apache Junction, Pinal County, Arizona:

**SEE EXHIBIT "A" ATTACHED HERTO AND BY THIS REFERENCE MADE A PART HEREOF**

SUBJECT TO: SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR PERMITTED EXCEPTIONS.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, and subject to the exceptions set forth in Exhibit "B" attached hereto.

Dated: \_\_\_\_\_, 2024

**GRANTOR:**

**Name**

\_\_\_\_\_

Escrow No.:

State of Arizona

County of \_\_\_\_\_

} SS

This instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2024 by **Name**

\_\_\_\_\_  
Notary Public

My commission will expire \_\_\_\_\_

Escrow No.:

EXHIBIT "A"  
Legal Description

Escrow No.:

EXHIBIT "B"  
Permitted Exceptions