

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

AGREEMENT DATE: _____, 2026

BUYER: CITY OF MESA,
an Arizona municipal corporation

Address: 20 East Main Street, Suite 500
Post Office Box 1466
Mesa, Arizona 85211-1466
Attn: Lisa Davis
Real Estate Manager
Telephone: (480) 644-5671
Email: Lisa.Davis@mesaaz.gov

SELLER: 1WM, LLC,
an Arizona limited liability company

Address:
Attn:
Telephone:
Email:

ESCROW AGENT: SECURITY TITLE AGENCY

Address: 111 East Rivulon Boulevard, Suite 119
Gilbert, Arizona 85297
Attn: Kerry Hemphill
Telephone: (480) 874-7425
Email: Kerry.Hemphill@SecurityTitle.com

Escrow Number:

REAL PROPERTY: The real property located at 1 West Main Street, Mesa, Arizona, 85201, consisting of approximately 19,376 square feet, legally described in Exhibit A attached hereto and made a part hereof (the “Real Property”).

PURCHASE PRICE: \$2,500,000.00

1. **Definitions.** The below words and phrases, wherever used in this Agreement, will be construed as defined in this section unless, from the context, a different meaning is intended. Any term in the singular also refers to the plural. When used in this Agreement, the terms “include” and “including” are not limiting and mean “including without limitation.”

a. **“Agreement”** means this “Purchase and Sale Agreement and Escrow Instructions,” as amended and restated or supplemented in writing from time to time, including all exhibits and schedules hereto. References to sections or exhibits are to this Agreement unless otherwise qualified.

b. **“Agreement Date”** means the date designated on Page 1 of this Agreement.

c. **“Business Day”** means those days from Monday through Friday, ending at 5:00 P.M. on each day (Local Arizona Time), excluding United States federal government holidays.

d. **“Buyer”** means as designated on Page 1 of this Agreement.

e. **“Buyer Representatives”** means as defined in Section 6(b).

f. **“Closing”** means the final transaction or meeting between Buyer and Seller where the Deed and other necessary documents to the transaction are executed, and the money and Property are transferred.

g. **“Closing Date”** means as defined in Section 8.

h. **“Closing Deadline”** means the period of time beginning on the Opening Date and ending one hundred fifty (150) days later at 5:00 P.M. (Local Arizona Time).

i. **“Deed”** means the special warranty deed with respect to the Property in the form attached as Exhibit B to this Agreement.

j. **“Default”** means as defined in Section 15(a).

k. **“Earnest Money”** means as defined in Section 3(a)(i).

l. **“Escrow”** means as defined in Section 4(a).

m. **“Escrow Agent”** means as designated on Page 1 of this Agreement.

n. **“Feasibility Period”** means the period of time beginning on the Opening Date and ending at 5:00 P.M. (Local Arizona Time) sixty (60) days later.

o. **“Hazardous Materials”** means any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, petrochemicals, asbestos or any material containing asbestos (including vinyl asbestos tile), or any other substance or

material, defined or regulated as a “hazardous substance” by any federal, state or local environmental law, ordinance, rule or regulation, including any Hazardous Materials Laws.

p. **“Hazardous Materials Law”** means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called “common-law”) relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about any of the improved real properties comprising the Land, or soil and ground water conditions, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., Title 49 of Arizona Revised Statutes, any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.

q. **“Lease”** is as defined in Section 3(b).

r. **“Opening Date”** means as defined in Section 4(b)(i).

s. **“Parties”** means Seller and Buyer collectively.

t. **“Party”** means Seller or Buyer individually.

u. **“Person”** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint venture associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

v. **“Property”** means as defined in Section 2(a).

w. **“Property Information”** means as defined in Section 6(a).

x. **“Purchase Price”** means as defined in Section 3(a).

y. **“Real Property”** means as defined on Page 1 of this Agreement.

z. **“Seller”** means as designated on Page 1 of this Agreement.

aa. **“Seller’s Title Cure Period”** means as defined in Section 6(h)(ii).

bb. **“Survey”** means as defined in Section 6(f).

cc. **“Taxes”** means property taxes, improvement liens, and assessments for the Property.

dd. **“Title Insurer”** means Security Title Agency.

- ee. “**Title Policy**” means as defined in Section 9(e).
- ff. “**Title Report**” means as defined in Section 6(g).
- gg. “**Title Review Period**” means as defined in Section 6(h).

2. **Property; Effect of Agreement.**

a. **Property.** For the purposes of this Agreement, the term “**Property**” includes the Real Property and all the following owned by Seller:

i. All buildings, structures, improvements, fixtures, materials, and equipment located on the Real Property.

ii. All easements, benefits, rights of way, privileges, licenses, tenements, franchises, servitudes, hereditaments, permits, and appurtenances pertaining to the Real Property.

iii. All rights to surface and ground water of any type or kind appurtenant to the Real Property.

iv. All rights to utility services to or serving the Real Property (if any).

v. All rights of Seller to air, oil, gas, and minerals located, appurtenant or otherwise pertaining to the Real Property (if any).

vi. All interests of Seller in any road adjoining the Real Property (if any), to the centerline thereof.

vii. All development fee credits, reimbursement rights, development rights and rights under recorded agreements, covenants, conditions, and restrictions relating to or encumbering the Real Property.

viii. All interests in any award made or to be made or settlement in lieu thereof for damage to the Real Property by reason of condemnation, eminent domain, or exercise of police power which may occur after the execution of this Agreement, which is not expended on the Real Property as a cost to cure payment.

b. **Effect of Agreement.** Seller hereby agrees to sell the Property and Buyer hereby agrees to purchase the Property on the terms and conditions set forth in this Agreement.

3. **Consideration.**

a. **Purchase Price.** Buyer must pay the amount of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)** for the Property, which represents the total purchase price Buyer agrees to pay for the Property (“**Purchase Price**”). The Purchase Price will be payable as follows:

i. **Earnest Money.** Within three (3) Business Days of the Opening Date, Buyer must deposit earnest money with Escrow Agent in the amount of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00)** (“**Earnest Money**”). The Earnest Money in this Agreement will be applied against the Purchase Price at the Closing. Escrow Agent will notify Seller upon receipt of Earnest Money. If Buyer fails to deposit the Earnest Money with Escrow Agent by the required date in this section, this Agreement will automatically terminate, and the Parties will have no further obligations or liabilities to each other pursuant to this Agreement except to the extent this Agreement expressly states that an obligation survives the cancellation or termination.

ii. **Remainder of Purchase Price.** At the Closing, Buyer must deposit with Escrow Agent the remaining amount of the Purchase Price after the Earnest Money is applied, minus any additional deposits made, in cash or by wire transfer of immediately available funds.

b. **Lease.** At the Closing, Buyer and Seller must execute the Lease Agreement in the form attached as Exhibit C to this Agreement (the “**Lease**”). Buyer and Seller expressly acknowledge and agree that Buyer’s execution and delivery of the Lease is a material part of the consideration for Seller’s agreement to sell the Property at the Purchase Price. Seller would not agree to sell the Property at the Purchase Price, and would not enter into this Agreement, but for Buyer’s covenant to enter the Lease with Tenant as provided herein.

4. **Escrow.**

a. **Establishment of the Escrow.** An escrow for this transaction (the “**Escrow**”) is established with Escrow Agent and Escrow Agent is engaged to administer the Escrow.

b. **Opening and Closing.**

i. **Opening.** Within five (5) Business Days after the execution of this Agreement by both Buyer and Seller, Buyer will deliver a fully executed copy of this Agreement to Escrow Agent. The date that this fully executed Agreement is delivered to Escrow Agent is referred to in this Agreement as the “**Opening Date.**” Escrow Agent will notify Buyer and Seller in writing of the Opening Date.

ii. **Closing.** The Closing of the transaction will be as set forth in Section 8 of this Agreement.

c. **Acceptance of Escrow.** By accepting the Escrow, Escrow Agent agrees to the terms of this Agreement as they relate to the duties of Escrow Agent.

d. **Escrow Instructions.** This Agreement constitutes escrow instructions to Escrow Agent. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Escrow Agent’s engagement. If there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement will

control. No change of instructions will be of any effect on this Escrow unless given in writing by both Parties.

e. **Payments and Disbursements to be Handled through the Escrow.** The various charges, credits, and prorrations contemplated by this Agreement will be handled by Escrow Agent through the Escrow by appropriate charges and credits to Buyer and Seller. 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.

f. **Escrow Cancellation Charges.** If the Escrow fails to close because of Seller's Default, Seller will pay all customary Escrow cancellation charges. If the Escrow fails to close because of Buyer's Default or Buyer's cancellation of this Agreement for any reason other than the Default of Seller, Buyer will pay all customary Escrow cancellation charges. If the Escrow fails to close for any other reason, Seller and Buyer will each pay one-half of all customary Escrow cancellation charges.

g. **Backup Offers.** Seller agrees that Seller is prohibited from soliciting or accepting backup offers to purchase the Property from any third party from and after the Agreement Date, during the term of this Agreement.

5. **Earnest Money Provisions.**

a. **Deposit Account.** All Earnest Money and additional deposits required by this Agreement will be deposited by wire transfer or other form of immediately available funds to the account of Escrow Agent. Escrow Agent will deposit all Earnest Money and any additional deposits in an approved investment account which must be a federally-insured money market or similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Maricopa County, Arizona. Upon Closing, the Earnest Money and any additional deposits will be credited to the Purchase Price. Escrow Agent will not charge any fee for the deposit account or any transfers of funds related to the Escrow.

b. **Disbursement.** Escrow Agent will disburse the Purchase Price, including the Earnest Money and any additional deposits, to Seller on the Closing Date, less any funds required to take into account any prorrations and other adjustments required of Seller by this Agreement. If the Earnest Money is forfeited to Seller as provided in this Agreement, such amounts will be paid immediately to Seller. If Buyer is entitled at any time to a refund of the Earnest Money held in Escrow, such amounts will be refunded to Buyer. If any additional deposits are made by Buyer into the deposit account, beyond the Earnest Money, if this Agreement is terminated or cancelled for any reason, Buyer is entitled to a refund of the additional deposits unless it is agreed between the parties in writing that such additional deposits will be treated as "Earnest Money".

c. **Cancellation/Termination.** If this Agreement is cancelled or terminated for any reason other than Default of Seller: (i) if prior to the end of the Feasibility Period, then the Earnest Money is refundable to Buyer; or (ii) if after the end of the Feasibility Period, then the Earnest

Money will be absolutely non-refundable to Buyer, in consideration for Seller giving and granting Buyer the right to purchase the Property as described in this Agreement and for taking the Property off the market, and not as a penalty against Buyer in consideration for Seller giving and granting Buyer the right to purchase the Property as described in this Agreement. If Buyer cancels or terminates this Agreement at any time based on Default of Seller, then the Earnest Money will be refunded to Buyer.

6. **Property Information.**

a. **Diligence Materials and Property Information.** If not previously provided, within five (5) Business Days after the Opening Date, Seller must deliver to Buyer copies of the following documents in Seller's possession, and must make other information about the Property available at Buyer's request, (collectively, the "**Property Information**"): appraisal reports, soil reports, environmental reports, building and floor plans, current and effective leases and licenses, and any other documents or materials relating to the Property or any improvements thereon.

b. **Right to Enter and Inspect the Property.** Following delivery of the Earnest Money, Buyer and its employees, agents, engineers, contractors, and representatives (collectively, including Buyer, "**Buyer Representatives**") may enter the Property to examine the Property, conduct soil tests, environmental studies, engineering feasibility studies, and other tests and studies, and to plan the proposed development or use of the Property. Buyer must provide Seller with forty-eight (48) hours' notice prior to entering the Property, and Seller will have the right to have a representative accompany Buyer Representatives while on the Property; provided, however, Seller may not delay the entering of the Property by Buyer Representatives based on unavailability of a Seller representative. Buyer agrees to restore any damage it causes to the Property based on Buyer's inspection to a condition equal to or better than the condition prior to causing such damage.

c. **Indemnification.** Buyer agrees to indemnify, save, and hold Seller harmless from and against any and all claims, suits, liabilities, costs, and expenses incurred or sustained by Seller directly caused or the extent exacerbated by the entry onto the Property pursuant to Section 5(b) by Buyer Representatives, and not the mere discovery of an issue that would result in a claim, suit, liability, cost, or expense to Seller.

d. **Buyer's Investigations; Feasibility Period; Right to Terminate.** Buyer has until the end of the Feasibility Period to conduct an investigation and inspection of the Property. Buyer's investigation and inspection of the Property may include, among other things (i) the physical condition of the Property; (ii) the environmental condition of the Property; and (iii) the feasibility of Buyer's anticipated development or use of the Property and matters related thereto. If Buyer is not satisfied with its investigations and inspections for any reason or no reason, then Buyer will have the right, exercisable in its sole and absolute discretion, to terminate this Agreement by delivering written notice of termination to Seller and Escrow Agent by the last Business Day prior to the Closing. Following written notice of termination, this Agreement will be of no further force or effect, and Buyer and Seller will have no further obligations or liabilities hereunder (except for any obligations or liabilities which survive the cancellation or termination of this Agreement). Whether or not the Buyer or Seller is entitled to the Earnest Money based on Buyer's termination

will depend upon whether Buyer's termination occurs prior to the end of the Feasibility Period as set forth in Section 5(c).

e. **Termination**. In the event Buyer elects to terminate this Agreement for any reason permitted in this Agreement, or Buyer defaults hereunder and as a result Closing does not occur, Buyer agrees to: (i) restore the Property, at Buyer's sole cost and expense, to substantially the same state and condition existing prior to the activities thereon of Buyer or Buyer's Representatives; and (ii) provide Seller with a copy of all surveys, engineering reports, traffic, soils and other studies, plats and preliminary plats, and test results obtained by Buyer in connection with its investigation of the Property that were obtained from the Opening Date through the date of termination of the Agreement.

f. **Survey; Legal Description**. Buyer and Seller preliminarily agree to the legal description of the Real Property set forth in Exhibit A; however, Buyer and Seller agree that this legal description may need to be modified or corrected based on legal descriptions in deeds granting the Property to Seller or based on the Survey required by this section. Buyer, at its sole cost and expense, will have a current ALTA survey of the Property prepared by a registered land surveyor licensed in the State of Arizona ("**Survey**") prior to expiration of the Feasibility Period. The Survey will include a legal description and depiction and indicate the acreage of the Property. The Survey must be certified to be accurate, complete and correct to Buyer, Seller, and Title Insurer. Buyer will provide Seller and Escrow Agent each with one (1) copy of the Survey. The Parties will act in good faith to agree upon a final legal description for the Property. If the Parties are unable to agree upon a final legal description for the Property prior to the end of the Feasibility Period, this Agreement will automatically terminate, and the Parties will have no further obligations or liabilities to each other pursuant to this Agreement except to the extent this Agreement expressly states that an obligation herein will survive such termination.

g. **Preliminary Title Report**. Escrow Agent will provide Buyer and Seller as soon as reasonably possible following the Opening Date with: (i) a commitment for an owner's title insurance policy covering the Property to be issued by Title Insurer to Buyer (the "**Title Report**"), which Title Report will show the status of title to the Property as of the date of the Title Report and contain the express commitment of Title Insurer to issue the Title Policy (defined in Section 9(e)); and (ii) access to legible copies of all documents referred to in the Title Report.

h. **Title Review**. Buyer must be satisfied with the status of title to the Property as disclosed by the Title Report and the Survey. In that regard, Buyer will have twenty (20) Business Days following its receipt of the Survey and Title Report and twenty (20) Business Days following any supplemental title report (each a "**Title Review Period**"), to approve or disapprove the status of title as shown by the Survey or Title Report, or supplemental title report, as applicable; provided further, that the Title Review Period will not extend the Feasibility Period or affect when the Earnest Money becomes non-refundable and payable to Seller. If Buyer fails to approve or disapprove the status of title during the Title Review Period, Buyer will be deemed to be satisfied with the status of title to the Property. If Buyer is dissatisfied with any exception to title as shown in the Title Report, Survey, or supplemental title report that reflects a material flaw in Seller's title to the Property, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period, either:

i. Cancel this Agreement; or

ii. Provisionally accept title subject to Seller's cure of the material flaw in Seller's title described in Buyer's notice either by removal of any disapproved matters, exceptions, or objections, or Seller obtaining title insurance endorsements satisfactory to Buyer against such matters, exceptions, and objections at least five (5) days prior to Closing, provided that, with the Buyer's permission, some exceptions may be cured at the Closing ("**Seller's Title Cure Period**"). If Seller does not remove such matters, exceptions and objections before the expiration of the Seller's Title Cure Period, then Buyer's sole and exclusive remedy will be either to waive such disapproved matters or to cancel this Agreement by giving written notice to Seller and Escrow Agent. Seller has no obligation whatsoever to eliminate or obtain title insurance endorsements over any matters shown by the Title Report, Survey, or supplemental title report to which Buyer has made an objection.

i. **Eminent Domain**. From and after the date of this Agreement, Seller will not consent to the entry of any judgment or order in any eminent domain or similar action with respect to the Property, nor will Seller agree to any conveyance of a portion of the Property in lieu of condemnation. If Seller receives notice of a threatened condemnation or is served in an action to condemn any portion of the Property, Seller must promptly deliver a copy of such notice or summons and complaint to Buyer; and the Parties thereupon must promptly meet to review the rights of the Parties with respect to such matters and to determine possible amendments to this Agreement.

j. **City's Governmental Authority**. Seller acknowledges that Buyer is a municipal governmental entity and its agreement to buy the Property in this transaction is separate from, and does not affect or modify in any way, the City of Mesa's (Buyer's) separate powers and authority as a governmental entity.

7. **Conditions Precedent to Close**. The Parties' obligation to close this transaction is subject to the satisfaction (or waiver in writing), of the below conditions in this Section 7 on and as of the Closing, unless an earlier date is specified.

a. **Conditions to Buyer's Obligation to Close**. Buyer's obligation to close this transaction is subject to the satisfaction (or waiver in writing), of the following conditions on and as of the Closing, unless an earlier date is specified:

i. **City Council Approval**. Authorization by the Mesa City Council to purchase the Property and to enter the transactions contemplated by this Agreement, evidenced by a resolution.

ii. **No Liens or Encumbrances**. Buyer is not obligated to close, and it is a breach of this Agreement by Seller, if Seller causes or permits any new lien, claim, charge, or encumbrance of any nature or description whatsoever to attach to or encumber the Property or any part thereof unless agreed upon in writing by Buyer at its sole and absolute discretion.

iii. **Representations & Warranties.** Seller's representations and warranties set forth in this Agreement must remain materially true and correct as of Closing and Seller must have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with prior to and as of Closing.

iv. **No Change to Property.** No material change in the physical condition of the Property has occurred from the date of this Agreement that would, in the sole reasonable opinion of Buyer, impair the value of the Property.

v. **Delivery of Deed.** The delivery by Seller to Escrow Agent, for recording at the Closing, of the executed Deed.

b. **Conditions to Seller's Obligations to Close.** Seller's obligation to close this transaction is subject to the satisfaction (or waiver in writing), of the following condition on and as of the Closing, unless an earlier date is specified: Buyer's compliance with the requirements of this Agreement, including payment in full of the Purchase Price and Buyer entering into the Lease with the current tenant of the Property.

8. **Closing the Transaction.** The Closing will occur no later than five (5) Business Days after Buyer and Seller provide written notice to Escrow Agent that the required Closing conditions described in Section 7 are satisfied or are waived (the "**Closing Date**"); provided, however, if the Section 7 Closing conditions are not satisfied by the Closing Deadline, then this Agreement will automatically terminate and be of no further force or effect, Buyer and Seller will have no further obligations or liabilities hereunder (except for any obligations or liabilities which survive the cancellation or termination of this Agreement), and, as the Feasibility Period will have expired, Seller will be entitled to the Earnest Money in accordance with Section 5(c). Notwithstanding anything to the contrary, no notice or cure period will apply to this Section 8. Notwithstanding any other notice requirements in this Agreement, notice under this Section 8 related to an extension of the Closing Deadline may be sent via email to/from Seller's representative at _____ and Buyer's Representative at Lisa.Davis@mesaz.gov, or notice may be provided to/from Seller's and Buyer's counsel with the authority of their respective clients.

9. **Closing; Closing Documents.**

a. **Deliveries and Actions by Seller.** At the Closing, Seller must execute and acknowledge before a notary, as appropriate, and deliver to Escrow Agent, on Buyer's account, all the following:

i. The Deed.

ii. Proof of Seller's authority to enter into this Agreement and the transactions contemplated hereby, and proof of the power and authority of the individual(s) executing or delivering any instruments, documents, assignments, or certificates on behalf of Seller to act for and bind Seller, as reasonably may be required by Buyer.

iii. Any other items or documents referred to in this Agreement or affecting the conveyance of the Property to Buyer that may be reasonably requested by Buyer or Escrow Agent, or that may be necessary to carry out the purpose and intent of this Agreement.

b. **Deliveries and Actions by Buyer.** At the Closing, Buyer must execute and acknowledge before a notary, as appropriate, and deliver to Escrow Agent, on Seller's account, all the following:

i. The remainder of the Purchase Price.

ii. The Lease.

iii. Authorization by the Mesa City Council to purchase the Property and to enter the transactions contemplated by this Agreement, including the Lease, evidenced by a resolution, and execution of documents, assignments, or certificates on behalf of Buyer to act for and bind Buyer, as reasonably may be required by Seller.

iv. Any other items or documents referred to in this Agreement or affecting the conveyance and sale of the Property to Buyer that may be reasonably requested by Seller or Escrow Agent, or that may be necessary to carry out the purpose and intent of this Agreement.

c. **Escrow Fees and Closing Costs.** Buyer and Seller will equally share in the payment of the Escrow Fees and Closing costs, including: (i) all Escrow and recording fees, including recording fees for documents transferring interest to Buyer, such as the Deed, and for removing liens or encumbrances; and (ii) any other closing costs not provided for above. Each Party will pay its own attorneys' fees. On or before the Closing, Buyer will deposit with Escrow Agent funds in an amount sufficient to pay all closing costs and other amounts payable by or otherwise chargeable to Buyer. Closing costs of Seller will be deducted by the Escrow Agent from the Purchase Price.

d. **Prorations and Utilities.** Taxes, if any, will be prorated to the Closing, and Seller must ensure any delinquent taxes owed on the Property are paid prior to the Closing. Seller and Buyer will cause all accounts for utility service furnished to any of the Property, including water, gas electricity, sewer and trash service, to be closed out with respect to Seller as of the Closing and Seller will cause all such accounts to be paid in full on or before the Closing.

e. **Title Insurance Policy.** At the Closing, and subject to Buyer's compliance with the terms of this Agreement, including obtaining an ALTA Survey of the Property, Seller will provide Buyer with a standard coverage owner's policy of title insurance (the "**Title Policy**") issued by Title Insurer, in the 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 the title exceptions shown in the Title Report that are not objected to (or objected to but Seller doesn't elect to cure). Buyer, if it desires, may obtain an ALTA extended policy of title insurance, which extra premium above the cost of the standard coverage will be borne solely by Buyer. The Title Policy must contain endorsements, if any, that Seller has agreed to obtain to cure title objections of Buyer made

pursuant to Section 6(h) and must also contain any endorsements requested by Buyer that Title Insurer has agreed to issue. Seller will have no obligation to provide endorsements to the Title Policy which are not approved for issuance by Title Insurer. Seller will satisfy Escrow Agent's standard requirements for issuance of such policy, other than those, if any, within Buyer's control. Buyer must satisfy all of Escrow Agent's requirements for issuance of any title insurance endorsements requested by Buyer.

10. **Recording and Filing of Documents**. At the Closing, the Deed will be recorded by Escrow Agent in the Maricopa County Recorder's Office.

11. **Seller's Representations and Warranties**. Seller acknowledges, represents, and warrants to Buyer that the following are true as of the Agreement Date and will be true as of the Closing, and in entering into this Agreement, Buyer is relying upon the following:

- a. At the Closing, Seller will hold fee simple title to the Property.
- b. To Seller's actual knowledge, there are no pending, threatened or contemplated actions, suits, proceedings or investigations, in law or in equity, or otherwise in, for or by any court or governmental board, commission, agency, department, or office arising from or relating to this transaction, the Property, or the operations of Seller on the Property.
- c. The Person(s) executing this Agreement on behalf of Seller are duly authorized to do so and thereby bind Seller hereto without the signature of any other Person(s).
- d. Seller has not granted any options or rights of first refusal to purchase all or any part of the Property or entered into any unrecorded tenancies or occupancies which may affect title to the Property and there are no third parties in possession of any portion of the Property, including leases, tenants, or trespassers.
- e. There are no Taxes, including assessments (special, general, or otherwise), liens, encumbrances, or easements affecting the Property, or any portion thereof, except as disclosed in the Title Report or any amendment to same.
- f. Seller has received no written notice of any noncompliance with any federal, state, or local laws, regulations and orders relating to environmental matters with respect to the Property, including relating to any industrial hygiene or environmental conditions in, at, on, under or about the Property or any Property of Seller adjacent to the Property, or soil and ground water condition. Seller has not used, generated, manufactured, stored, or disposed in, at, on, under or about the Property or any Property of Seller adjacent to the Property or transported to or from the Property or any Property of Seller adjacent to the Property any Hazardous Material. Seller has not caused a discharge, migration or release of any Hazardous Material from, into, on, under or about the Property or any Property of Seller adjacent to the Property. Seller has not buried any refuse, construction materials, garbage, or any other matter of any kind or nature below the surface of the Property or any Property of Seller adjacent to the Property.

g. This Agreement is valid, binding, and enforceable against Seller in accordance with its terms.

h. Seller has not taken any action that adversely affects the value of the Property or the right of Buyer to purchase the Property.

i. The Property Information delivered, disclosed, or made available to Buyer constitutes, after reasonable review by Seller of Seller's records, all material information (other than confidential or proprietary information) known to or held by Seller relating to the physical condition of, title to, or uses of the Property.

"Actual knowledge" of Seller in this Section 11 means and is limited to the actual (and not imparted, implied or constructive) knowledge of _____ as of the Agreement Date. Notwithstanding anything herein to the contrary, _____ is not a party to this Agreement and does not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or Seller's representations and warranties herein being or becoming untrue, inaccurate or incomplete in any respect.

12. **Buyer's Representations and Warranties.** Buyer acknowledges, represents, and warrants to Seller that the following are true as of the Agreement Date and will be true as of the Closing, and in entering into this Agreement Seller is relying upon the following:

a. Buyer is purchasing the Property based upon its independent review of the Property.

b. Subject to Mesa City Council's approval of this transaction evidenced by a resolution and the express terms and limitations in this Agreement, the Person(s) executing the Agreement on behalf of Buyer is/are duly authorized to do so and thereby bind Buyer hereto without the signature of any other Person.

c. To Buyer's actual knowledge, the execution, delivery, and performance of this Agreement by Buyer does not result in any violation of and does not conflict with or constitute a breach or default under, any present agreement, mortgage, deed of trust, indenture, credit extension agreement, license, security agreement or other instrument to which Buyer is a party.

d. Buyer has no actual knowledge of any litigation, proceeding, initiative, referendum, investigation, or threat of any of the same contesting the powers of Buyer or its officials with respect to this Agreement.

"Actual knowledge" of Buyer in this Section 12 means and is limited to the actual (and not imparted, implied or constructive) knowledge of Lisa Davis, Real Estate Manager, as of the Agreement Date. Notwithstanding anything herein to the contrary, Lisa Davis is not a party to this Agreement and does not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or Buyer's representations and warranties herein being or becoming untrue, inaccurate or incomplete in any respect.

13. **Survival of Representations.** Each of the representations and warranties contained in Section 11 and Section 12, whether made by Seller or Buyer, must be true and correct as of the Closing Date (subject to modification as expressly permitted by this Agreement) and will survive the Closing with respect to the Property and the delivery of deeds between the Parties for a period of one (1) year after the Closing Date.

14. **Condition of Property; Waiver of Claims.** Pursuant to Section 6(b), prior to the Closing Date, Buyer will have made its own examination, physical inspection, and investigation of the condition of the Property and all matters affecting the development thereof as it deems necessary or appropriate. Buyer agrees that, except as otherwise expressly set forth in this Agreement or any agreement or document executed by Seller related to Buyer's purchase of the Property, Seller will not be responsible or liable to Buyer for any conditions affecting the Property, as Buyer is acquiring the Property, except as otherwise expressly set forth in this Agreement, **AS-IS, WHERE-IS** and **WITH ALL FAULTS**, and not in reliance on any representations or warranties except as expressly set forth in this Agreement. Other than with respect to claims arising from a breach by Seller of this Agreement or any agreement or document executed by Seller related to Buyer's purchase of the Property, Buyer or anyone claiming, by, through, or under Buyer, hereby fully releases Seller, its members and managers, their respective owners, employees, officers, and directors, and Seller's representatives and agents, from any and all claims that it may now have or hereafter acquire against Seller, its members and managers, their respective owners, employees, officers, and directors, and Seller's representatives and agents, for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or related to any construction defects, errors, omissions, or other physical conditions affecting the Property or any other aspects or conditions of the Property.

15. **Default; Remedies.**

a. **Default.** A Party will be in default if the Party breaches any of the terms or provisions of this Agreement, whether or not the term or condition specifically states that the failure to meet it is a breach, or otherwise defaults hereunder ("**Default**").

b. **Notice & Opportunity to Cure.** In the case of an alleged breach of this Agreement by either Party, a Party will not be considered to be in Default and no remedies may be pursued for such Default until a written notice describing the alleged breach and the action required to cure the breach has been given to the allegedly breaching Party and such Party has failed to cure the breach within ten (10) Business Days thereafter. Notwithstanding any contrary provision of this Agreement, the provisions of Section 15 will not limit the Parties' rights in connection with any indemnity granted pursuant to this Agreement, or limit Seller's rights to collect any amounts payable by Buyer to Seller.

c. **Remedies.** If either Party Defaults at or prior to the Closing, the non-Defaulting Party's sole and exclusive remedies are that it may either:

i. waive such Default and consummate the transaction contemplated hereby in accordance with the terms hereof; or

ii. cancel this Agreement. Following cancellation, both Parties will be relieved of and released from any further liability under this Agreement except any indemnification obligations of a Party set forth in this Agreement will survive the cancellation and will be performable and owing.

d. **Waiver of Remedies for Default Prior to Closing.** Other than the remedies specifically set forth in Sections 15(c) above for a Default prior to Closing, the Parties hereby waive any other remedies permitted in law or in equity, including any right to recover exemplary, special, indirect, consequential, or other damages on account of any such breach or Default.

e. **Post-Closing Remedies.** The limitations on remedies contained in Section 15(c) and Section 15(d) above will apply only to any Default under this Agreement arising prior to the date of Closing. The remedies of a Party for the Default by the other Party of any agreements, covenants, or warranties which this Agreement specifically provides are to survive the Closing will be limited to solely and exclusively the right to recover from the Defaulting Party the actual damages reasonably incurred by the non-Defaulting Party resulting from the Default, and such equitable relief as may be appropriate under the circumstances. The Parties each hereby waiving its right to recover indirect, consequential, special, or other damages caused by the other's post-Closing Default.

16. **Miscellaneous Provisions.**

a. **Assignment and Transfers.** Buyer may not assign or transfer its rights under this Agreement without the prior written consent of Seller, which consent may be given or withheld in Seller's reasonable discretion.

b. **Notices.** Any notice, consent, approval, waiver, election, or other communication that any Party will be required or permitted to make or give under this Agreement must be in writing and either hand-delivered, sent by registered or certified United States mail, return receipt requested, postage prepaid, or sent by Federal Express, Airborne, U.P.S. or other similar, nationally recognized overnight courier, addressed to the respective Parties at the addresses below:

To Buyer: City of Mesa
20 East Main Street, Suite 500
P.O. Box 1466
Mesa, Arizona 85211-1466
Attn: Lisa Davis, Real Estate Manager
Telephone: (480) 644-5671
E-mail: Lisa.Davis@mesaaz.gov

With a copy to: City of Mesa
20 East Main Street, Suite 850
P.O. Box 1466
Mesa, Arizona 85211-1466
Attn: Sarah Steadman, Assistant City Attorney
E-mail: Sarah.Steadman@Mesaaz.gov

To Seller: [Address]
[Attn:]
[Telephone:]
[Email:]

With a copy to:

To Escrow Agent: Security Title Agency
AVP/Escrow Manager
111 East Rivulon Boulevard, Suite 119
Gilbert, Arizona 85297
Attn: Kerry Hemphill
Telephone: (480) 874-7425
E-mail: Kerry.Hemphill@SecurityTitle.com

Any notice will be deemed to have been delivered and received (i) the date of delivery, if hand delivered or sent by nationally recognized overnight courier; and (ii) three (3) calendar days after the date of mailing, if mailed by registered or certified mail. Any Party may, from time to time, change the address to which notices must be sent by like notice given to the other Party, except that no Party may change its address to other than a street address. Any notice given that does not conform to this Section 16(b) will be effective only upon receipt. Any notice to be given by any Party hereto may be given by legal counsel for such Party. Counsel for the Parties may give simultaneous notice hereunder to the opposing Party and its counsel.

c. **Entire Agreement.** This Agreement, together with the exhibits attached hereto which are incorporated in this Agreement by this reference, constitutes the entire agreement between Seller and Buyer, and supersedes all other agreements between the Parties on the subject matter of this Agreement. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between the Parties concerning the purchase and sale of the Property other than those set forth in this Agreement, except that, if required by the terms of this Agreement, Seller and Buyer will enter into a separate development agreement related to the development of the Property, the terms of which will not impact this Agreement unless expressly set forth in this Agreement. No subsequent agreement or modification of the terms of this Agreement will be binding upon Seller or Buyer unless in writing and signed by both Parties.

d. **Headings.** The headings, captions, and numbering system are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Agreement.

e. **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

f. **Time of Essence.** Time is of the essence of this Agreement.

g. **Severability of Provisions.** Buyer and Seller each believes that the execution, delivery, and performance of this Agreement is in compliance with all applicable laws. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement is held to be invalid or prohibited, such provision will be ineffective only to the extent of such prohibition or invalidation but will not invalidate the remainder of such provision or the remaining provisions of this Agreement.

h. **Counterparts.** This Agreement may be executed by signing counterparts of this instrument, and this instrument and all its counterparts so executed will be deemed for all purposes to be a single instrument.

i. **Governing Law, Jurisdiction, Venue.** This Agreement will be deemed to be made under, construed in accordance with, and governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement may only be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). Seller and Buyer irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 16(i).

j. **Survival.** The representations, warranties, and covenants contained in this Agreement will be effective on the date of this Agreement and on the Closing Date, will not merge in the Deed or any other document and, where specified in this Agreement, will survive the Closing.

k. **Date of Performance.** When calculating the period of time specified in this Agreement, exclude the day of the event that triggers the period and include the last day of the period; provided, however, that if the last day of any period or any date of performance under this Agreement falls on a Friday, Saturday, Sunday or United States federal government holiday, then the final day of the period or the date of performance will be extended to the next day that is not a Friday, Saturday, Sunday or United States federal government holiday.

l. **Attorneys' Fees.** In the event of litigation involving this Agreement, the unsuccessful Party must pay to the predominantly prevailing Party all costs of suit, including reasonable arbitrators' and attorneys' fees, investigative fees, and the fees of expert witnesses.

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

n. **Possession.** At the Closing, Seller must deliver possession of the Property to Buyer.

o. **Risk of Loss.** The risk of loss or damage to the Property and all liability to third parties until the Closing will be borne by Seller except as it relates to Buyer's indemnity obligations in Section 6(c).

p. **Broker.**

i. **Use of Broker.** 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.

ii. **Brokerage Indemnification.** If any Person asserts 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 will be fully responsible for all claims or other liability related thereto and, to the extent authorized by law, must indemnify and hold the other Party harmless for, from and against any claims or other liability related thereto. The indemnity set forth in this Section 16(p)(ii) will survive the Closing, and the cancellation or termination of this Agreement.

q. **Construction.** The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement will be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement will be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

r. **A.R.S. § 38-511.** In the event a conflict of interest was found in the negotiation of this Agreement, this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

s. **IRS Real Estate Sales Reporting.** Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as, "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to § 6045(e) of the Internal Revenue Code only to the extent such provisions apply to sellers of Property. Escrow Agent must prepare and file IRS Form 1099-S and otherwise comply with the provisions of § 6045(e) of the Internal Revenue Code only to the extent such provisions apply to sellers of Property. Escrow Agent must indemnify, protect, hold harmless, and defend Seller, Buyer, and their respective attorneys for, from, and against any and all claims, actions, costs, loss, liability, or expense arising out of or in connection with the failure of Escrow Agent to comply with the provisions of this Section 16(s).

17. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

18. **Offer and Acceptance.** The terms set forth in this Agreement constitute an offer from Buyer to purchase the Property and will not be binding upon Seller until this Agreement has been duly executed by Buyer and on behalf of Seller by a duly authorized representative of Seller.

19. **Email Acceptance.** The Parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Agreement, by transmitting a signed copy of the signature page(s) in this Agreement via email to Escrow Agent and the other Party (including the Person(s) entitled to copies of notices to such other Party pursuant to the Agreement). Notwithstanding any emailing of signed copies of the signature page(s) of this Agreement, the emailing Party will cause Escrow Agent to receive at least one (1) original signed copy of this entire Agreement within three (3) Business Days of its transmission of such emailed copy or emailed signature page. If only one (1) signed copy of this Agreement is so delivered to Escrow Agent by either Party, such original signed document will be distributed to the other Party at such other Party's direction.

The balance of this page is blank; signatures are on the following three (3) pages.

In witness whereof, the Parties have executed this Purchase and Sale Agreement and Escrow Instructions to be effective as of the Agreement Date.

BUYER:

CITY OF MESA, ARIZONA,
an Arizona municipal corporation

By: _____

Name: _____

Its: _____

SELLER:

1 WM, LLC,
an Arizona limited liability company

By: _____

Name: _____

Its: _____

ESCROW AGENT:

Accepted and agreed to this ___ day of _____, 2026.

SECURITY TITLE AGENCY

By: _____

Kerry Hemphill

Its: Escrow Agent

**EXHIBIT A TO PURCHASE AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY**

[See attached]

**EXHIBIT B TO PURCHASE AGREEMENT
FORM OF DEED**

[See attached]

When recorded, return to:

City of Mesa
Real Estate Services
20 E. Main Street, Suite 500
Mesa, AZ 85201

SPECIAL WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, 1WM, LLC, an Arizona limited liability company (“**Grantor**”), hereby conveys to the City of Mesa, Arizona, an Arizona municipal corporation (“**Grantee**”), the following Property situated in Mesa, Maricopa County, Arizona, together with all improvements thereon and all rights, title, interest, and privileges appurtenant thereto:

See **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”);

Subject to all matters of record as of the date of recording of this deed in the Official Records of the Maricopa County Recorder’s Office and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

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

Signature of Grantor on the following page.

In witness whereof, Grantor has executed this deed on this ___ day of _____, ____.

GRANTOR:

1WM, LLC, and Arizona limited liability company

By: _____

Name: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by _____, who executed the foregoing instrument for the purposes therein contained.

Notary Public

My Commission Expires:

**EXHIBIT C TO PURCHASE AGREEMENT
FORM OF LEASE**

[See attached]