



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: September 12, 2023

Title: City Council Resolution No. 2023-54
A Resolution of the City Council of the City of Needles Accepting the Purchase and Sale Agreement between the City of Needles and Robert Raskin a representative of Colorado River Properties LLC, with respect to the real property located at the Southeast corner of East South Lake Drive and South Riverfront Parkway, Mohave Valley Arizona, also known as Mohave County Assessor's Parcel No. 216-14-007

Background: On April 12, 2022, the City Council declared Mohave County Assessor Parcel No. 216-14-007 as surplus under government code section 54220. ET. SEQ. Written notice of availability was sent to the Department of Housing and Community Development (PublicLands@hcd.ca.gov) and the City was notified that due to the property's location within the State of Arizona, the Surplus Land Act did not apply.

The City had received numerous offers for the property and on September 21, 2022, a legal notice for a sealed-bid auction of the property was placed in the Needles Desert Star for a minimum bid amount of \$1,600,000. The City did not receive any qualified bids that met the appraised value and retained the property. On June 15, 2023, city staff had the property reappraised and the value of the property had dropped to \$1,460,000.

On August 2, 2023, the City of Needles has received an offer from Mr. Robert Raskin a representative of Colorado River Properties LLC, in the amount of \$1,460,000 and approving Resolution No. 2023-54 will authorize the City of Needles to formally accept the offer to sell the parcel per the agreed-upon contract.

Fiscal Impact: \$1,460,000 additional funds for the City's General Fund

Recommended Action: Approve Resolution No. 2023-54 Accepting the Purchase and Sale Agreement between the City of Needles and Mr. Robert Raskin a representative of Colorado River Properties LLC, with respect to the real property located at the Southeast corner of East South Lake Drive and South Riverfront Parkway, Mohave Valley Arizona, also known as Mohave County Assessor's Parcel No. 216-14-007

Submitted By: Patrick Martinez, Assistant City Manager

City Management Review: 

Date: 9/7/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 20

RESOLUTION NO. 2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES ACCEPTING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF NEEDLES AND ROBERT RASKIN A REPRESENTATIVE OF COLORADO RIVER PROPERTIES LLC, WITH RESPECT TO THE REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF EAST SOUTH LAKE DRIVE AND SOUTH RIVERFRONT PARKWAY, MOHAVE VALLEY ARIZONA, ALSO KNOWN AS MOHAVE COUNTY ASSESSOR'S PARCEL NO. 216-14-007

WHEREAS, on April 12, 2022, the City Council declared Mohave County Assessor Parcel No. 216-14-007 as surplus under government code section 54220. ET. SEQ.; and

WHEREAS, written notice of availability was sent to the Department of Housing and Community Development (PublicLands@hcd.ca.gov) and the City was notified that due to the property's location within the State of Arizona, the Surplus Land Act did not apply.; and

WHEREAS, on June 15, 2023, an appraisal report was prepared for the parcel and identified its market value to be \$1,460,000; and

WHEREAS, On August 2, 2023, the City of Needles has received an offer from Mr. Robert Raskin a representative of Colorado River Properties LLC, in the amount of \$1,460,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles finds and determines that it is in the best interest to sell the property and hereby authorizes the acceptance of the agreement to purchase Mohave County Assessor's Parcel No. 216-14-007 in the amount of \$1,460,000 from Mr. Robert Raskin a representative of Colorado River Properties LLC

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council, Needles, California, held on the 12 day of September, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President

(Seal)

Attest:

Secretary

Approved as to form:

City Attorney

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into effective as of September 12, 2023 (the "**Effective Date**"), by and between The City of Needles ("**Seller**"), and Robert Raskin ("**Buyer**"), for acquisition by Buyer of certain real property hereinafter described.

RECITALS

WHEREAS, Buyer desires to acquire all of Seller's right, interest, and title in and to the real property located in the County of Mojave, Arizona that is identified on **Exhibit "A"** attached hereto ("**Property**"); and

WHEREAS, the sale will be on an "as-is where-is" basis; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to buy said Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

SECTION 1 PURCHASE AND SALE

1.1 Property; Agreement to Purchase Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain Property in accordance with the terms, covenants and conditions set forth in this Agreement the legal description of which is contained in **Exhibit "A"**, which is attached hereto and made a part hereof by this reference.

1.2 Purchase Price. The purchase price of the Property ("**Purchase Price**") shall be the amount of One Million Four Hundred Sixty Thousand and No/100 Dollars (\$1,460,000.00).

1.3 Payment. The Purchase Price will be paid by federal wire transfer to Escrow Agent in immediately available funds in accordance with an estimated closing statement consistent with this Agreement, prepared by "**Escrow Agent**", identified in **Section 2.2** below, and executed by Buyer and Seller ("**Closing Statement**").

1.4 Amount and Deposit of Earnest Money. No later than two (2) business days after the Effective Date, Buyer shall deposit with Escrow Agent, an earnest money deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (hereinafter the "**Earnest Money**"). The Earnest Money shall be deposited in Escrow Agent's non-interest bearing escrow/trust account pending disbursement pursuant to this Agreement. The sum of one hundred dollars (\$100.00) from the Earnest Money shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement in accordance with **Section 4**.

SECTION 2 ESCROW

2.1 Establishment of the Escrow. An escrow for this transaction ("**Escrow**") shall be established with Escrow Agent, and Escrow Agent shall be engaged to administer the Escrow. The Escrow shall continue in effect until the earlier of the date that (a) Buyer has purchased the Property or (b) this Agreement terminates.

2.2 Opening and Closing of Escrow. Immediately after the execution of this Agreement by both Buyer and Seller, Seller will deliver a fully executed copy of this Agreement to Chicago Title Insurance Company ("**Escrow Agent**"). The closing of Escrow (the "**Closing**") shall take place on the date Escrow Agent (i) is irrevocably committed to issue the Title Policy to Buyer pursuant to **Section 5.3**, and (ii) disburses proceeds of the sale to Seller in accordance with the approved Closing Statement. The date for the Closing ("**Closing Date**") shall be on the twenty first (21st) day after the expiration of the Due Diligence Period (defined below).

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

2.4 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 Escrow Agent's standard form printed escrow instructions, the terms of this Agreement will control.

2.5 Escrow Cancellation Charges. If Escrow fails to close because of Seller's default, Seller will pay all customary escrow cancellation charges. If Escrow fails to close because of Buyer's default, or for any other reason, Buyer shall pay all customary escrow cancellation charges.

SECTION 3 INFORMATION SECURED BY SELLER

3.1 Title Report. Within five (5) days of the Effective Date, Seller shall order from Chicago Title Insurance Company ("**Title Company**"), the following:

3.1.1 Preliminary Title Report. A current preliminary title report (the "**Title Report**") for the Property prepared by Title Company along with copies of all documents referenced therein. Seller shall endeavor to provide a copy of the Title Report to Buyer within 30 days of the Effective Date.

SECTION 4 MATTERS RELATING TO THE ESCROW PERIOD

4.1 Title and Survey Review.

4.1.1 Survey. Buyer may obtain an ALTA survey of the Property (the "**Survey**") at no cost to Seller provided that doing so does not delay the Closing. In the event Buyer obtains an

ALTA survey, Buyer shall deliver a copy of the Survey to Seller and Escrow Agent promptly following its receipt of the same.

4.1.2 Title Review; Cure. Buyer will have thirty (30) days from the Effective Date (the "**Title Review Period**") to approve or disapprove any title matters disclosed by the Title Report. If Buyer is dissatisfied with any exception to title as disclosed in the Title Report, in Buyer's sole and arbitrary discretion, then Buyer may, by giving notice to Seller and Escrow Agent within the Title Review Period ("**Buyer's Objection Notice**"), either:

(a) Terminate this Agreement, in which case the Earnest Money shall be returned to Buyer; or

(b) Provisionally accept title subject to Seller's removal of any disapproved matters, exceptions or objections (the "**Disapproved Items**"), in which case Seller may (but shall not be obligated to), within five (5) days following receipt of Buyer's Objection Notice (the "**Title Cure Period**"), agree to remove some or all of the Disapproved Items prior to Closing or obtain endorsements to the Title Policy in form satisfactory to Buyer insuring against the Disapproved Items, by giving Buyer written notice ("**Seller's Cure Notice**") of the specific Disapproved Items which Seller agrees to so remove or cause to be endorsed over (the "**Cure Items**"). If, during the Title Cure Period, Seller does not timely agree to remove or cause to be endorsed over all of the Disapproved Items, then, at Buyer's election by written notice given within five (5) days following expiration of the Title Cure Period (i) this Agreement will be terminated and the Earnest Money refunded to Buyer, or (ii) Buyer may waive the Disapproved Items that Seller elected not to agree to remove or cause to be endorsed over, and such matters shall be deemed Approved Title Exceptions, as defined in **Section 4.1.2(d)** below. If, within such 5-day period, Buyer fails to waive in writing the Disapproved Items that Seller elected not to agree to remove or endorse over, Buyer will be deemed to have elected to terminate this Agreement.

(c) Title to the Property will be conveyed to Buyer at the Closing subject to the Approved Title Exceptions as defined below. Notwithstanding anything in this Agreement to the contrary, Seller agrees that title to the Property shall, at Closing, be free and clear of all monetary liens and encumbrances created by Seller (other than the lien for current real property taxes and assessments not yet due and payable), including, but not limited to, any deeds of trust or mechanics liens created by Seller, and all of such liens and encumbrances are hereby deemed to be Cure Items for the purposes of this **Section 4.1**, and Buyer need not give any Buyer's Objection Notice as to those items. Seller agrees that all such monetary liens and encumbrances created by Seller, regardless of the amount, will be released from the Property by Seller at Seller's sole expense on or before the Closing.

(d) If Buyer does not (1) accept in writing the condition of title in whole, or (2) accept title provisionally as set forth in in **Section 4.1.2(b)**, as disclosed by the Title Report within the Title Review Period, the Title Report shall be deemed disapproved by Buyer and this Agreement shall automatically terminate, and upon such termination, the Earnest Money shall be returned to Buyer. For purposes of this Agreement "**Approved Title Exceptions**" means:

(i) non-delinquent real property taxes and assessments due and payable in the fiscal tax year in which the Closing occurs (which shall be prorated at Closing pursuant to **Section 6.2.4** below);

(ii) those matters approved or deemed approved by Buyer in accordance with this **Section 4.1** which are disclosed in the Title Report (other than the "standard exceptions") and the Survey, if obtained by Buyer; and

(iii) any other matters approved by Buyer in writing.

(e) Any requirements specified in the Title Report for the issuance of the Title Policy, together with any other requirements imposed by Escrow Agent on either or both Buyer or Seller for the issuance of the Title Policy, to the extent they are reasonable and customary in the County where the Property is located, are referred to herein as the "***Title Requirements***"; provided, however, than unless agreed by Seller, Title Requirements shall not include the payment or extinguishment of any monetary liens created by parties other than Seller.

4.2 Buyer's Right to Enter and Inspect the Property. From time to time following the Effective Date, Buyer and/or Buyer's representatives, contractors, and agents may enter the Property to examine the Property, to conduct non-invasive tests, inspections, studies. Buyer's studies may include, but are not limited to, survey, soils and geotechnical reports and a Phase I environmental assessment. If the Closing fails to close for any reason other than the default of Seller, Buyer shall transfer all of the forgoing documents to Seller.

4.2.1 Buyer Restoration and Indemnity. Buyer will restore any physical damage to the Property caused by Buyer's studies, and will indemnify, defend and hold harmless Seller and Seller's public officials, Council Members and employees ("***Related Parties***") from, and against any claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorneys' fees and court costs caused by Buyer's studies (unless resulting from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this sentence will survive the Closing or the termination of this Agreement. In addition Buyer and Buyer's representatives who enter the Property will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

4.2.2 Investigation and Entitlement Contingency. Buyer shall have until thirty (30) days following the Effective Date to complete the Buyer's inspections and approve or disapprove any and all aspects of the Property ("***Due Diligence Period***"). Buyer's failure to timely approve or disapprove shall be deemed disapproval of the Property. If Buyer disapproves the Property in writing to Seller prior to the expiration of the Due Diligence Period, or is deemed to have disapproved the Property by failing to timely deliver written notice of its approval of the Property, this Agreement shall terminate, and upon such termination the Earnest Money shall be returned to Buyer.

SECTION 5 CLOSING DOCUMENTS; TITLE POLICY

5.1 Seller's Closing Documents. No later than 48 hours before the Closing Date, Seller will deposit the following documents into the Escrow for delivery at the Closing, each of which will have been duly executed, and, where appropriate, acknowledged, and will be in form and

substance reasonably satisfactory to Seller, Seller's legal counsel, Buyer, Buyer's legal counsel and Escrow Agent:

5.1.1 Closing Statement. Approval of the estimated Closing Statement.

5.1.2 Grant Deed. A Special Warranty Deed conveying the Property to Buyer ("**Deed**").

5.1.3 FIRPTA Affidavit. An affidavit, signed and acknowledged by Seller under penalty of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations.

5.1.4 Owner's Affidavit. A customary Owner's Affidavit executed by Seller.

5.1.5 Affidavit of Property Value. If required by law, an Arizona Affidavit of Property Value.

5.1.6 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to transfer and convey the Property to Buyer and to otherwise close this transaction and issue the Title Policy to Buyer in accordance with the terms of this Agreement.

5.2 Buyer's Closing Deliveries. Prior to Closing, Buyer will deposit into the Escrow the following funds and documents for delivery to Seller at the Closing, each of which, where appropriate, will have been duly executed and acknowledged and will be in form and substance satisfactory to Seller and Seller's legal counsel and Escrow Agent:

5.2.1 Closing Statement. Approval of the estimated Closing Statement.

5.2.2 Affidavit of Property Value. If required by law, an Arizona Affidavit of Property Value.

5.2.3 Additional Documents. Such other documents as may be necessary, appropriate or reasonably required by Escrow Agent to close this transaction in accordance with the terms of this Agreement.

5.2.4 Buyer's Closing Funds. The Purchase Price, less the Earnest Money, plus Buyer's Closing costs in accordance with the approved Closing Statement, will be paid at Closing by federal wire transfer to Escrow Agent in immediately available funds.

5.3 Title Policy. Closing is contingent upon Title Company's issuance of the Title Policy. Seller, at Seller's expense, will satisfy all of Title Company's Title Requirements (as defined in 4.1.2(e) above) for issuance of the Title Policy other than those, if any, within Buyer's control or those which Buyer is obligated to satisfy under this Agreement. Buyer, at Buyer's expense, will satisfy all of Escrow Agent's Title Requirements for issuance of the Title Policy other than those, if any, within Seller's control or those which Seller is obligated to satisfy under this Agreement. In the event that the preliminary title report approved by Buyer during the Due Diligence Period is subject to changes as regards the exceptions after the Due Diligence Period and prior to the Closing, Buyer may accept such changes and proceed to close Escrow or it may

cancel the transaction and receive a full refund of the Earnest Money and the parties shall have no further rights or obligation to one another, except for any of same that expressly survive the termination of this Agreement.

SECTION 6 CLOSING THE TRANSACTION

6.1 Closing Deadline. The Closing shall occur on or before the Closing Date.

6.2 Closing Costs and Prorations.

6.2.1 Escrow Fees. Seller and Buyer will each pay one-half (1/2) of the Escrow fees.

6.2.2 Title Insurance Fees. Seller will pay for the Title Report and the premium for a ALTA standard coverage owner's Title Policy and Buyer shall pay the portion of the Title Policy premium attributable to upgrading to ALTA extended coverage, and the cost of any endorsements, if requested by Buyer.

6.2.3 Recording Fees. Seller will pay the recording fees for recording the Deed, and all title clearance costs to remove liens, encumbrances or other title matters which are Seller's express responsibility under this Agreement.

6.2.4 Prorations. Seller is responsible for paying all taxes, assessments, fees, and other charges for the period prior to the Closing and any supplemental taxes attributable to periods prior to Closing, if any. All such items due and payable in the year of the Closing will be prorated in Escrow as of Closing, based upon the most current information then available to Escrow Agent. If, at the Closing, actual tax or assessment information is not available, then, following the Closing and within thirty (30) days of receipt by either Buyer or Seller of the actual tax or assessment information, Buyer and Seller will re-prorate real estate taxes and assessments among themselves and make any necessary adjusting payments, which obligations shall survive the Closing.

6.2.5 Miscellaneous Closing Costs. Any other closing costs not otherwise expressly provided for in this Agreement will be paid by Buyer and Seller as they shall mutually agree or, in the absence of such agreement, according to the usual and customary practice in the County where the Property is located.

6.3 Seller's Obligation to Deposit Additional Funds. Seller hereby authorizes Escrow Agent to use so much of the proceeds otherwise payable to Seller at Closing as is necessary to pay all costs and other amounts payable by or otherwise chargeable to Seller pursuant to this Agreement.

6.4 Buyer's Obligation to Deposit Additional Funds. On or before the Closing Date, Buyer will deposit with Escrow Agent cash in an amount sufficient to pay all costs and other amounts payable by or otherwise chargeable to Buyer pursuant to this Agreement.

6.5 Closing Conditions. In addition to the other conditions to Closing contained in this Agreement, Buyer's obligation to close the transaction hereunder shall be subject to the satisfaction or waiver by Buyer of the following conditions precedent:

6.5.1 Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the Closing; and

6.5.2 Seller shall have performed all of its covenants and obligations which are required to be performed pursuant to this Agreement.

SECTION 7 ADDITIONAL COVENANTS

7.1 Possession. At the Closing, Seller shall deliver possession of the Property to Buyer free and clear of all tenancies and occupants, subject, however, to the Approved Title Exceptions.

7.2 Risk of Loss. Except as to any matter caused by the act, omission, negligence or willful misconduct of a party hereunder, in which cases such party shall be responsible; except as provided in **Section 4.2** or as otherwise provided herein; and subject to the express indemnities contained in this Agreement with respect to the Property, the risk of loss or damage to the Property will be with the party that owns fee simple title to the Property at the time the loss, damage or liability is suffered or incurred. In the event of loss or damage to the Property prior to the Closing, Buyer shall have the right, but not the obligation, to terminate this Agreement in which event Buyer shall be entitled to a return of its Earnest Money. Alternatively, Buyer may proceed to the Closing with no reduction in the Purchase Price and accept the Property in its then current condition subject to such loss or damage and receive an assignment of insurance proceeds, if any, payable with respect to such loss or damage.

7.3 Condemnation. If all or any portion of the Property is condemned (or sold and conveyed in lieu of condemnation) prior to the Closing or if such a condemnation proceeding is commenced or threatened prior to Closing, Seller shall notify Buyer in writing (a "**Condemnation Notice**") and Buyer may terminate this Agreement by giving written notice of termination to Seller within ten (10) days following receipt of a Condemnation Notice. If Buyer elects to terminate pursuant to this **Section 7.3** the Earnest Money will be returned to Buyer and the Agreement will be canceled. If Buyer does not elect to terminate pursuant to this Section then (i) this Agreement shall continue in effect, (ii) Seller shall not settle or compromise any condemnation or convey any portion of the Property in lieu of condemnation without Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed), (iii) if Closing occurs Buyer will receive all awards or payments made by the condemning authority to which Seller would otherwise be entitled and (iv) to the extent Seller receives an award with respect to the Property prior to Closing, Seller shall hold the entire award pending (i) the Closing, in which case the award shall be applied to the Purchase Price due at Closing and retained by Seller, or (ii) in the event of termination of this Agreement the award shall be retained by Seller.

7.4 Brokerage. Buyer and Seller each represent and warrant that they have not engaged the services of any broker, agent or other person entitled to receive a commission, finder's fee or other such compensation in connection with the execution of this Agreement or the consummation of the transactions contemplated by this Agreement. If any other 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, then to the fullest extent permitted by applicable law, the party under whom the finder or broker is claiming will indemnify, defend and hold the other party and the other party's Related Parties harmless for, from, and against any claims related thereto. This indemnity will survive the Closing or the termination of this Agreement.

7.5 Representations and Warranties.

7.5.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer the following, which shall survive the Closing for a period of six (6) months:

(a) Seller has the legal right, power and authority to enter into this Agreement and to perform Seller's obligations hereunder.

(b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller in substantial accordance with its terms. Neither this Agreement or the consummation of any of the transactions contemplated hereby violated or shall violate any provisions of any agreement or document to which Seller is a party or to which Seller is bound. Except as provided in this Agreement, no consent from any third party is required before any of the Property may be conveyed to Seller.

(c) Seller is the record owner of the Property.

(d) To Seller's current, actual knowledge (without inquiry), no suit, action, arbitration, or legal, administrative, investigation, inquiry, or other proceeding is pending or has been threatened against the Property or against Seller with respect to the Property.

(e) No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against Seller and Seller has no intention of filing or commencing any such action or proceeding.

7.5.2 Seller shall promptly notify Buyer of any facts that would cause any of the representations or warranties contained in this Agreement to be untrue as of the Closing, and Seller confirms that the representations and warranties contained in this Agreement continue to be true as of the Closing.

7.5.3 **Limitation of Seller Representations and Warranties.** Except for Seller's express representations and warranties set forth in this Agreement, Seller hereby specifically disclaims any representation or any warranty (oral or written) or any obligation to disclose information concerning: (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that Buyer elects to conduct thereon; (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on the Property; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body; and (iv) the content or accuracy of any documents or materials delivered by Seller to Buyer. Except for Seller's express representations and warranties set forth in this Agreement, Buyer is relying solely upon, and will have conducted, its own, independent inspection, investigation and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from

Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, taxes, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property. If the Buyer discovers any material information that is different from what has been represented by Seller or that was not disclosed by Seller, Buyer as its sole and exclusive remedy shall have the right to terminate this Agreement and recover its Earnest Money. *Except for Seller's express representations and warranties set forth in this Agreement* (i) the sale of the Property is made on a strictly "AS IS", "WHERE IS", "WITH ALL FAULTS" basis as of the date of Closing, and (ii) Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located thereon or any soil or environmental conditions related thereto.

7.5.4 Buyer Waiver and Release. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for those particular representations and warranties expressly provided in this Agreement. Except for claims related to breach of Seller's express representations and warranties and covenants in this Agreement, Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller from, and waives any and all claims and liabilities against Seller for, related to, or in connection with, any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, claims and/or liabilities relating to (in any manner whatsoever) any Hazardous Substances (defined below), toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all claims or causes of action (actual or threatened) based upon, in connection with, or arising out of any Environmental Law (defined below), or any other claim or cause of action including any federal or state based statutory, regulatory or common law cause of action related to environmental matters or liability with respect to, or affecting, the Property. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence of, or curative action to be taken with respect to, any Hazardous Substances or toxic substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by, or on behalf of, Seller, its agents and employees with respect thereto. The term "**Hazardous Substances**" as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to Closing, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to Closing), and includes without limitation: any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds

containing PCBs. The term "**Environmental Law**" as used herein shall mean any federal, state or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Substances.

SECTION 8 REMEDIES

8.1 Seller's Remedies. If the Closing does not occur due to any default by Buyer, then Seller shall provide Buyer and Escrow Agent with written notice specifying the nature of Buyer's default. If Buyer has not cured the default within five (5) days after receipt of Seller's notice, then Seller shall have the right as Seller's sole and exclusive remedy to terminate this Agreement by giving written notice of cancellation to Buyer and Escrow Agent and the Earnest Money shall be paid to Seller with no further instruction to Escrow Holder from Buyer.

BUYER AND SELLER HEREBY AGREE THAT IF SELLER TERMINATES THIS AGREEMENT DUE TO BUYER'S FAILURE TO CLOSE THE TRANSACTION HEREUNDER IN DEFAULT OF THIS AGREEMENT, THEN IN SUCH EVENT THE EXACT AMOUNT OF SELLER'S DAMAGES WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN AND THEREFORE THE EARNEST MONEY DEPOSITED INTO ESCROW SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF SUCH BUYER'S DEFAULT SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND COLLECTION OF SUCH LIQUIDATED DAMAGES.

BUYER'S INITIALS:

SELLER'S INITIALS:

8.2 Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed or otherwise breaches this Agreement and such failure or breach continues for a period of five (5) days after Seller receives written notice thereof, then, as an alternative to all other remedies that are available to Buyer at law or in equity, and as Buyer's sole and exclusive remedy, Buyer may either: (i) seek specific performance of this Agreement (but only in the event that Buyer has deposited the Purchase Price with Escrow and Seller fails to deliver the Deed to the Escrow Agent at the Closing and provided further that such action for specific performance must be filed within sixty (60) days after the date of Seller's default), or (ii) terminate this Agreement and the Escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent, and the Earnest Money and any other deposits or payments by Buyer to Seller shall be returned to Buyer and the parties shall have no further liability to one another except for any terms that expressly survive the termination of this Agreement. Notwithstanding the foregoing, in the event Seller is in breach of any of its express representations or warranties set forth herein, which breach is not discovered by Buyer until after the Closing (but subject to the limitations on survival of such representations and warranties set forth herein), Buyer shall have such rights and remedies as are available at law or equity only for a period of one hundred and eighty (180) days after the Closing; provided, however, that in no event shall: (a) Seller's liability to Buyer for breaches of representations and warranties exceed, in the aggregate, ten percent (10%) of the Purchase Price; and (b) Seller be liable for consequential, indirect, special, speculative or punitive damages, all of which are hereby waived by Buyer.

SECTION 9 GENERAL PROVISIONS

9.1 Assignment. This Agreement may not be assigned in whole or part without the express written consent of both parties. However, Buyer shall have the right to assign this Agreement to an affiliated entity to be formed by Buyer, without Seller's written consent, by providing notice to Seller provided that the original party shall remain liable hereunder. For purposes hereof, an entity is affiliated with Buyer if it is controlled by, controlling or under common control with Buyer.

9.2 Binding Effect. The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

9.3 Attorneys' Fees. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.

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

9.5 Construction. This Agreement will be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles. References in this Agreement to "Sections" are to the Sections in this Agreement, unless otherwise noted. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had an equal role in its negotiation and preparation.

9.6 Time of the Essence. Time is of the essence of this Agreement.

9.7 Notices.

9.7.1 Any demand, notice or communication required or permitted to be given under this Agreement must be in writing and is deemed given on (a) the day personally delivered, (b) the third business day after the date of mailing by certified or registered first class mail, postage prepaid, return receipt requested, or (c) one business day after accepted for next business day delivery by a national commercial delivery service which provides package tracking services ("**Overnight Delivery**"), or (d) when transmitted by e-mail or telephone facsimile (provided that such Notice is confirmed on the same day by sending a copy to the addressee(s) by Overnight Delivery), in each case addressed to the parties at their respective addresses set forth below (or to such other address as the Parties hereto may designate by notice in the manner set forth herein). Notices which are rejected or refused or which cannot be delivered because of changed address of which no notice was given shall be deemed delivered.

Notice to Seller shall be sent to:

City of Needles
Attn: City Manager
817 Third Street
Needles, CA 92363

John Pinkney, City Attorney
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Buyer shall be sent to:

Robert Raskin
2085 Palmer Avenue
Lake Havasu City, AZ, 86406
robertr@maxtool.com

Notice to Escrow Agent shall be sent to:

Chicago Title Insurance Co.
3640 AZ-95 #150
Bullhead, AZ 86442

Each party may change their address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

9.8 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.

9.9 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (Pacific time) 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 Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. Any reference in this Agreement to "days" shall mean calendar days unless the Agreement expressly states "business" days.

9.10 No Third Party Beneficiary. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a party hereto and no such person or entity shall have any right or cause of action hereunder.

9.11 Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

9.12 Entire Agreement. This Agreement, which includes the Exhibits 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 will be binding unless in writing and executed by Buyer and Seller.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL APPROVED BY THE VOTE OF CITY OF NEEDLES CITY COUNCIL AT DULY CONVENED REGULAR MEETING AND EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF THE CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

SELLER:
CITY OF NEEDLES

BUYER:

By: _____

By: 
Robert Raskin

Its: _____

Date: 06/09/2023

Date: _____

ATTEST:

_____, Secretary

APPROVED AS TO FORM:
SBEMP LLP

John O. Pinkney, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the County of Mojave, State of Arizona, described as follows:

T9N R23E SEC 28 SBBM ALL LAND IN MOHAVE COUNTY ADJACENT TO EAST BANK OF COLORADO RIVER CONTIGUIOUS TO AND DOWNSTREAM FROM LAND DESC ON EXHIBIT A (1157/28 & 1179/370) AND LYING WLY OF DIKE ROAD EXHIBIT A IS FURTHER DESC AS FOLL: PAR LYING SLY AND WLY OF 1905 COLORADO RIVER LEFT BANK MEANDER LINE ADJACENT TO SEC 23, T17N, R 22W GSRBM AS FOLL: BEG AT NW COR SEC 23; TH S00 DEG 09 MIN 58 SEC W 234.27 FT TO MEANDER CO ON SD 1905 RIVER LEFT BANK MEANDER LN; TH S49 DEG 09 MIN 59" E 461.92 FT; TH S60 DEG 20 MIN 39 SEC E 1022.91 FT; TH S66 DEG 06 MIN 32 SEC E 712.68 FT ; TH S87 DEG 50 MIN 49 SEC E 2459.43 FT; TH S71 DEG 07 MIN 46 SEC E 132.18 FT; TH S78 DEG 29 MIN 31 SEC E 614.20 FT TO TPOB; TH S56 DEG 08MIN 47SEC E ALNG SD MEANDER LN 303.60 FT TO A 1960, 1980 WITNESS PT; TH S58DEG 40 MIN 02 SEC W 3603.51 FT TO MEANDER COR ON 1982 MEANDER LN HEREAFTER REFERERED TO AS POINT D; TH N37DEG 40 MIN 36 SEC W ALNG 1982 MEANDER LN 275.87 FT; TH N43 DEG 58 MIN 57 SEC W 336.11 FT HEREAFTER REFERRED TO POINT C; TH N73DEG 32 MIN 02 SEC E 1272.79 FT; TH N58DEG 40 MIN 02SEC E 2350 FT TO POB AND ALSO TOGETHER WITH LANDS LYING BETWEEN 1982 MEANDER LN AND MEAN HIGH WATER LN BEING NWLY OF A LN BEARING S58DEG 40 MIN 02SEC W FROM PT D AND BEING SELY OF A LN BEARING S46DEG 30MIN W FROM PT C CONT. 138,607 SQ FT (3.18 ACRES)

09122023 APN 216-147-007 Raskin PSA

Final Audit Report

2023-09-06

| | |
|-----------------|--|
| Created: | 2023-09-06 |
| By: | Patrick martinez (pmartinez@cityofneedles.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA3nb3ODrCRf56-V8hO9EgeZqKyFvPRc7p |

"09122023 APN 216-147-007 Raskin PSA" History



Document created by Patrick martinez (pmartinez@cityofneedles.com)

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Document e-signed by Robert Raskin (robertr@maxtool.com)

Signature Date: 2023-09-06 - 5:04:35 PM GMT - Time Source: server- IP address: 72.219.115.92



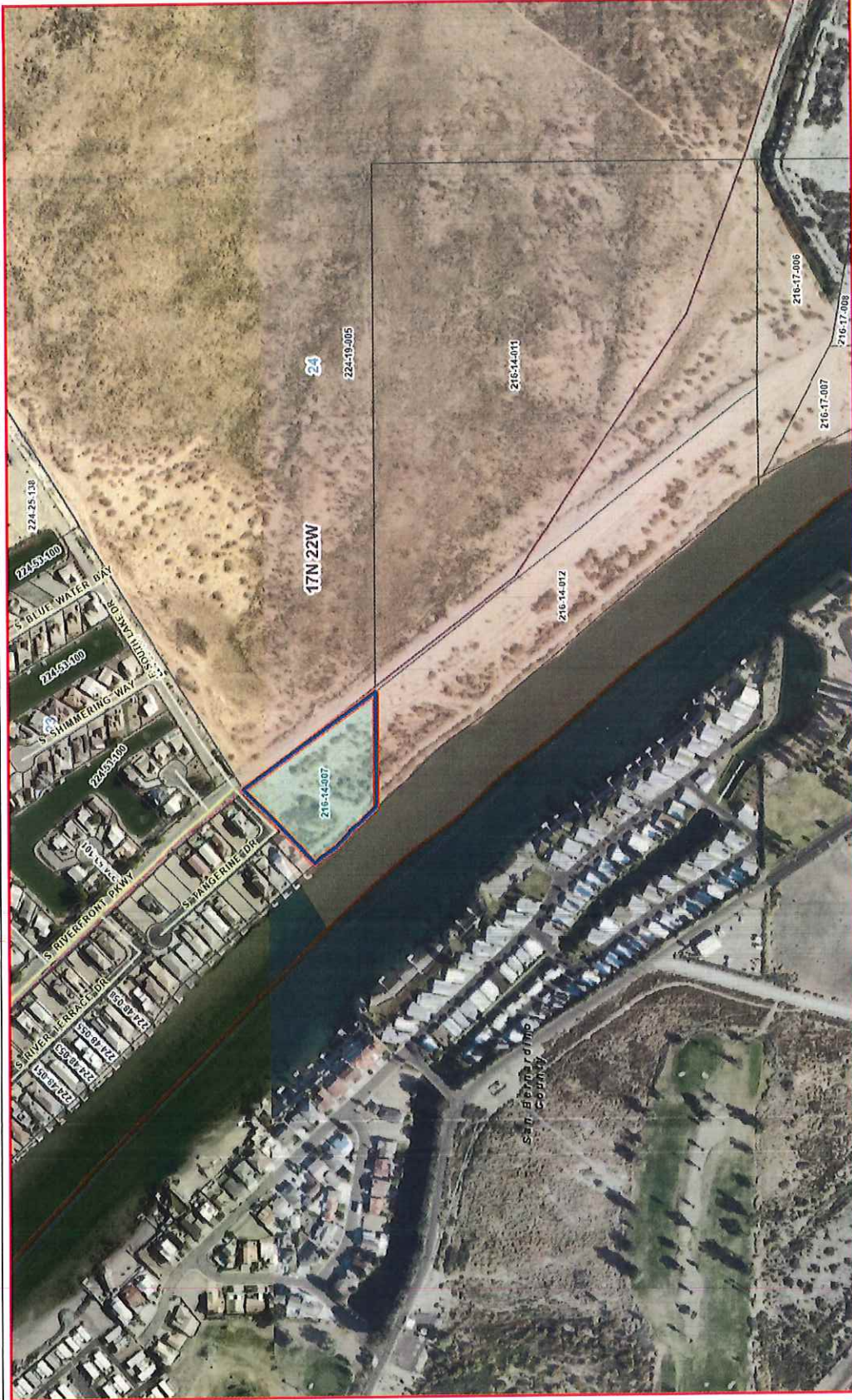
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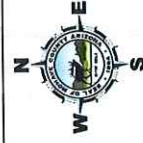
Adobe Acrobat Sign

Interactive Map Viewer



Legend

- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exits
- Calculated Measure
- Highways
- Main Arterials
- Collectors
- Local
- Railroad
- City Limits (>1:120K)
- County Boundary
- Surrounding Counties
- Township/Range
- Section
- Surface Management
- Bureau of Land Management
- Bureau of Reclamation
- County
- Indian Lands
- Local or State Parks
- Military
- National Parks Service
- Other
- Private
- State
- State Wildlife Area
- US Forest Service
- US Fish & Wildlife Service



Notes:

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0 416.3 832.6 Feet
(approximate scale)

Map Created: 9/6/2023

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