

**TOWN OF PINETOP-LAKESIDE**

**RESOLUTION NO. 25-1768**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, NAVAJO COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT BETWEEN THE TOWN OF PINETOP-LAKESIDE AND THE WASHBURN TRUST FOR THE PURCHASE OF 2.08 ± ACRES LOCATED AT 141 W. WHITE MOUNTAIN BLVD., LAKESIDE, ARIZONA, APN 212-30-015C.**

**WHEREAS**, Town Council is in agreement with the terms and conditions of the Purchase Agreement with the Washburn Trust for the purchase of 2.08± acres located at 141 W. White Mountain Boulevard, Lakeside, AZ 85929, APN 212-303-015C, (“Washburn Property”) "Exhibit A" Legal Description.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Navajo County, Arizona, as follows:

Section 1: Town Council hereby approves and authorizes execution of the Purchase Agreement "Exhibit B" between the Town and the Washburn Trust for the purchase of the Washburn Property.

Section 2: Town Council hereby authorizes the Town Manager to sign the Purchase Agreement, and any additional documents as may be required to accomplish the close of escrow on the Washburn Property.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 6th<sup>th</sup> day of February, 2025.



**TOWN OF PINETOP-LAKESIDE**

*Stephanie Irwin*  
\_\_\_\_\_  
Stephanie Irwin  
Mayor

ATTEST:

*Kristi Salskov*  
\_\_\_\_\_  
Kristi Salskov, CMC  
Town Clerk

APPROVED AS TO FORM:

*William J. Sims*  
\_\_\_\_\_  
William J. Sims, III  
Town Attorney

**EXHIBIT A**

**Legal Description APN 212-30-015C**

# RECORD OF SURVEY

Located in a portion of Section 25, Township 9 North, Range 22 East, of the Gila and Salt River Meridian, Navajo County, Arizona.

## LEGAL DESCRIPTIONS:

### PARCEL A

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A B.L.M. BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 25.

THENCE N01°13'17"W, 303.11 FEET;

THENCE N09°24'36"W, 1276.12 FEET TO A FOUND PK NAIL ALSO BEING ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 260 AND THE NORTHEAST CORNER OF THE SUMMER HAVEN AS RECORDED IN BOOK 10 OF PLATS, PAGE 22 OF RECORDS OF NAVAJO COUNTY, ARIZONA;

THENCE ALONG SAID STATE HIGHWAY 260 RIGHT-OF-WAY BOUNDARY N09°24'36"W, 421.67 FEET TO A SET 1/2" REBAR MARKING THE POINT OF BEGINNING;

THENCE ALONG SAID STATE HIGHWAY 260 RIGHT-OF-WAY BOUNDARY N09°24'36"W, 470.66 FEET TO A SET 1/2" REBAR;

THENCE ALONG THE EASTERLY BOUNDARY OF THE LAKESIDE SUMMER HOMES AS RECORDED IN BOOK 13 OF PLATS, PAGE 53 OF RECORDS OF NAVAJO COUNTY, ARIZONA, S00°26'00"E, 695.33 FEET TO A FOUND 1/2" REBAR;

THENCE ALONG THE NORTH BOUNDARY OF SAID SUMMER HAVEN N09°23'37"E, 102.43 FEET TO A SET 1/2" REBAR;

THENCE N00°31'16"W, 157.16 FEET TO A SET 1/2" REBAR;

THENCE N48°00'21"E, 259.28 FEET TO THE POINT OF BEGINNING, CONTAINING 2.40 ACRES, MORE OR LESS.

### PARCEL B

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 22 EAST, OF THE GILA AND SALT RIVER MERIDIAN, NAVAJO COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A B.L.M. BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 25.

THENCE N01°13'17"W, 303.11 FEET;

THENCE N09°24'36"W, 1276.12 FEET TO A FOUND PK NAIL MARKING THE POINT OF BEGINNING; ALSO BEING ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 260 AND THE NORTHEAST CORNER OF THE SUMMER HAVEN AS RECORDED IN BOOK 10 OF PLATS, PAGE 22 OF RECORDS OF NAVAJO COUNTY, ARIZONA;

THENCE ALONG SAID STATE HIGHWAY 260 RIGHT-OF-WAY BOUNDARY N09°24'36"W, 421.67 FEET TO A SET 1/2" REBAR;

THENCE N43°00'21"E, 259.28 FEET TO A SET 1/2" REBAR;

THENCE N00°31'16"W, 157.16 FEET TO A SET 1/2" REBAR;

THENCE ALONG THE NORTH BOUNDARY OF SAID SUMMER HAVEN N09°23'37"E, 450.00 FEET TO POINT OF BEGINNING, CONTAINING 2.08 ACRES, MORE OR LESS.

### SURVEY DATA USED:

ALL.T.A. SURVEY  
DAVID H. MURRAY, R.L.S.  
AZ #13013  
DATE 1-18-88

SHOW LOW-MONARY-EAGER HWY.  
LAKESIDE-PINETOP  
NAVAJO COUNTY  
PROJECT NO. F-044-1-702  
DRAWING NO. 0-9-T-294  
SHEET NO. 12 OF 26  
DATE COMP. 6-18-81

### BASIS OF BEARING

WESTERLY HIGHWAY RIGHT-OF-WAY BOUNDARY PER MURRAY ALL.T.A. 1-18-88 SURVEY N39°24'36"W

### SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS RECORD OF SURVEY WAS MADE UNDER MY DIRECTION, DURING THE MONTH OF FEBRUARY, 2002, AND THAT THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE.

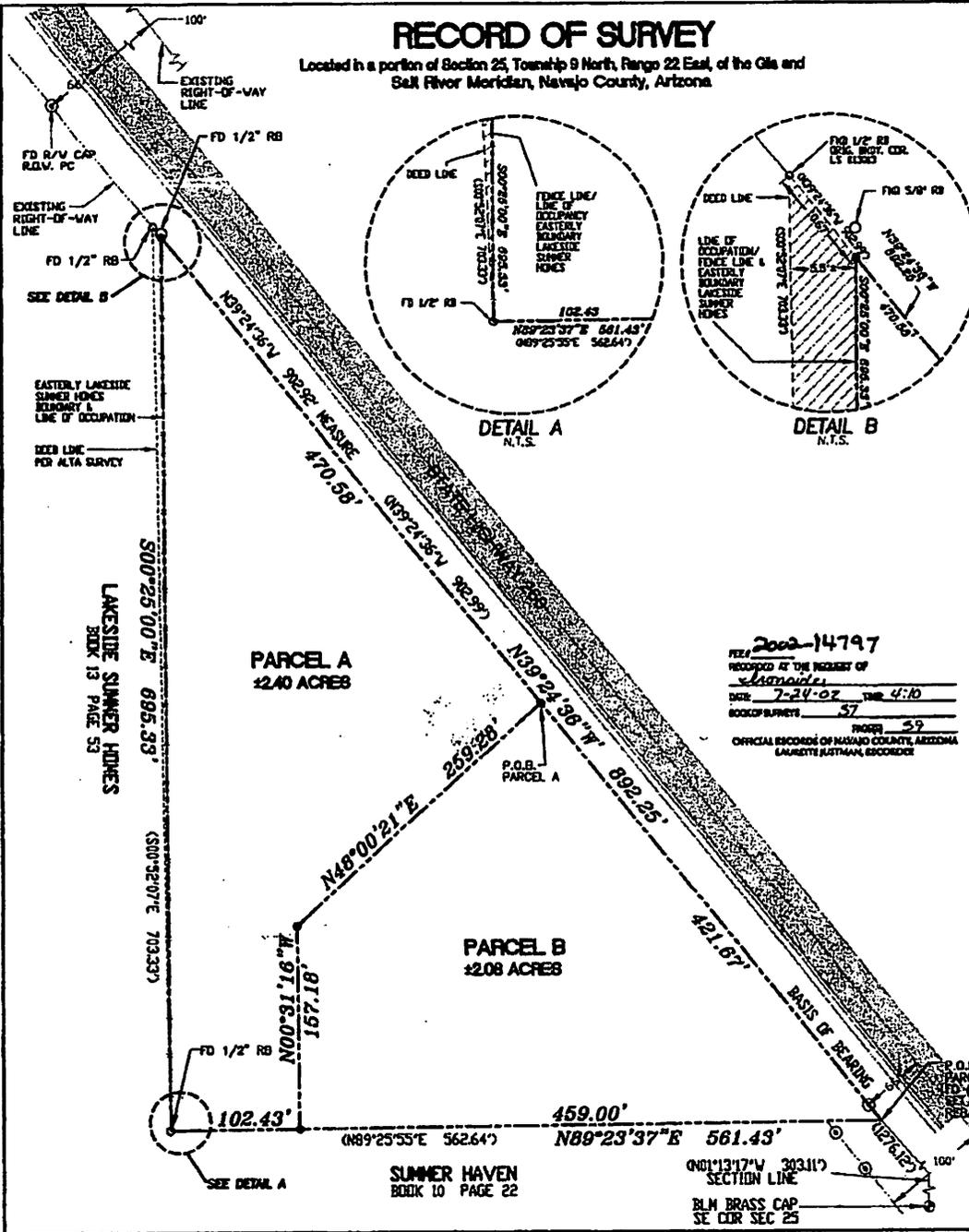


**IRONSIDE**  
ENGINEERING & DEVELOPMENT, INC.  
1330 E. WHITE Mtn RD., SUITE 204  
Show Low, Arizona 86090-7120  
Phone 520-532-0888 Fax 520-532-8444

### RECORD OF SURVEY

Located in a portion of Section 25, 9 North, Range 22 East, of the Gila & Salt River Meridian, Navajo Cnty, AZ

Date 2-28-02 Job No. SL15301 Sheet 1 of 1



2002-14797  
FILED  
RECORDED AT THE REQUEST OF  
*Murray*  
DATE 7-24-02 TIME 4:10  
BOOK OF PLATS 37  
PAGE 59  
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA  
LAURENTE JUSTMAN, RECORDER

### LEGEND:

- EXISTING PAVEMENT
- ALTA BOUNDARY LINE PER MURRAY
- BOUNDARY LINE
- EXISTING FENCE LINE
- SIDEWALK
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- FOUND AUTO RD. MONUMENT
- BLM BRASS CAP
- SET 1/2" PIN L.S. 822290
- RECORDED MEASUREMENT PER ALTA SURVEY (MURRAY)



FILE NAME: K:\DD\DES\15301\DWG\5301RS01.DWG  
DATE PLOTTED: 2-28-02

SL15301

**EXHIBIT B**

**Purchase Agreement**

Frank M Smith & Associates

# CONSENT TO LIMITED REPRESENTATION ("CONSENT")

## BROKER REPRESENTS BOTH SELLER AND BUYER OR BOTH LANDLORD AND TENANT

Document updated:  
November 2024



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- 1. Buyer/Tenant ("Buyer"): Town of Pinetop-Lakeside
- 2. Seller/Landlord ("Seller"): Washburn Trust
- 3. Subject Property: TBD W White Mountain Blvd, Lakeside, Az 85929
- 4. Firm Name ("Broker"): Frank M Smith & Associates

5. **Consent:** Buyer and Seller consent that Broker, acting through the Licensee(s) named below, will represent both parties in the transaction.

6.  One Licensee: \_\_\_\_\_ (NAME)

7.  Two Licensees: Lon Hoffman, who, through the Broker, has been representing the Buyer; (NAME)

8. and Alison Stewart, who, through the Broker, has been representing the Seller. (NAME)

9. **Duties and Limitations:** The Broker now represents both Buyer and Seller and both parties understand that neither Broker nor Broker's Licensee(s) can represent the interests of one party to the exclusion or detriment of the other party. The parties understand and further consent to the following:

- 11. further consent to the following:
- 12. a) The Licensee or each Licensee represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:
- 13. 1) The Licensee(s) will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;
- 14. 2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve each Licensee of any legal obligation to disclose all known facts which materially and adversely affect the consideration to be paid by any party to the transaction.
- 15. 3) Pursuant to A.R.S. §32-2156, Sellers, Lessors and Broker/Licensee(s) are not obligated to disclose that the Subject Property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.
- 16. b) The Licensee(s) shall exercise reasonable skill and care in the performance of their duties.
- 17. c) The Licensee(s) shall be obligated at all times to deal honestly with all parties.
- 18. d) The duties of the Licensee(s) in this transaction do not relieve the Seller or the Buyer from the responsibility to protect their own interests.

26. **Compensation:** Compensation to the Broker is not set by law, is fully negotiable, and shall be paid pursuant to separate agreement(s).

27. **Prior Agreements:** Seller and Buyer understand this Consent does not replace prior agreements entered into with Broker and such agreements shall remain in effect. However, to the extent that the terms of this Consent contradict or conflict with the terms of prior agreements, this Consent shall supersede.

30. **Termination:** If the Seller and Buyer do not enter into a contract relating to the Subject Property or if the transaction between the Seller and the Buyer fails to close, the parties agree that this Consent is terminated, and the parties shall have no further rights or obligations pursuant to this Consent.

33. **Indemnification:** Seller and Buyer agree to indemnify and hold Broker harmless against any and all claims, damages, losses, expenses or liabilities including attorneys' fees and costs incurred by Broker in any defense thereof arising from Broker's role of limited representation.

36. THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ, UNDERSTOOD AND APPROVED THIS CONSENT AND ACKNOWLEDGE RECEIPT OF A COPY.

38. Keith Johnson 01/22/2025  
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR  
Town of Pinetop-Lakeside

39. \_\_\_\_\_ MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR  
Washburn Trust

Consent to Limited Representation ("Consent") • Updated: November 2024  
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Frank M Smith & Associates

VACANT LAND/LOT PURCHASE CONTRACT

Document updated: August 2024



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If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

1. PROPERTY

- 1a. 1. BUYER: Town of Pinetop-Lakeside
2. SELLER: Washburn Trust
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
1b. 5. Property Address: 141 West White Mountain Blvd Zoning: C-1
6. Assessor's #(s): 212-30-015C
7. City: Lakeside County: Navajo AZ, Zip Code: 85929
8. Legal Description: Lengthy, to be provided in escrow or see attached legal description.
1c. 9. \$ 350,000.00 Full Purchase Price, paid as outlined below
10. \$ 10,000.00 Earnest money deposited escrow within 48 hours of acceptance
11. \$ 340,000.00 Certified funds deposited prior to close of escrow
12. \$
13.
1d. 14. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
16. expressed or implied, as to their condition except as provided for in section 5a.
1e. 17. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Property, and any existing personal property
18. specified herein, shall be included in this sale, including the following:
19.
20.
21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
22. or encumbrances.
23. Fixtures and leased items NOT included:
1f. 24. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
27. February 27th, 2025 ("COE Date"). If Escrow Company or recorder's office is closed on
28. COE Date, COE shall occur on the next day that both are open for business.
29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available
31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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Table with 2 columns: SELLER, SELLER

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Table with 2 columns: BUYER, BUYER



**Vacant Land/Lot Purchase Contract >>**

- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, 33. subject to the rights of tenants under existing leases, to Buyer at COE or  \_\_\_\_\_ . Broker(s) recommend that 34. the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of 35. pre-possession or post-possession of the Property.
- 1h. 36. **Addenda Incorporated:**  Additional Clause  Buyer Contingency  Domestic Water Well  H.O.A. 37.  Loan Assumption  On-site Wastewater Treatment Facility  Seller Compensation  Seller Financing  Short Sale 38.  Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land 39.  Other: \_\_\_\_\_
- 1i. 40. **IF THIS IS AN ALL CASH SALE:** Buyer shall provide Seller, within five (5) days or \_\_\_\_\_ days after Contract 41. acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the 42. availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.

**2. FINANCING**

- 2a. 43. **Type of Financing:**  Conventional  FHA  VA  USDA  Assumption  Seller Carryback 44.  \_\_\_\_\_ 45. (If financing is to be other than new financing, see attached addendum.)
- 2b. 46. **Financing:** This sale  is  is not contingent upon Buyer obtaining a satisfactory financing commitment within Due 47. Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)
- 2c. 48. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, 49. Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in 50. Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest 51. Money. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW 52. COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER 53. SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE 54. TO FINANCING.**
- 2d. 55. **Pre-Qualification:** If using Conventional, FHA, VA, or USDA financing, a completed AAR Pre-Qualification Form *is* 56. attached hereto and incorporated by reference.
- 2e. 57. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed 58. describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to 59. provide an updated LSU to Broker(s) and Seller upon request.
- 2f. 60. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all 61. additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 62. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 63. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ \_\_\_\_\_ of loan 64. costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's 65. Concessions.
- 2i. 66. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 67. Pre-Qualification Form if attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make 68. any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain 69. loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 70. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by  Buyer  Seller 71.  Other \_\_\_\_\_ 72. Appraisal Fee(s)  are  are not included in Seller Concessions, if applicable.
- 2k. 73. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms 74. and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of 75. partial release.

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BUYER	BUYER
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- 2l. 76. **Subordination:** If applicable, Seller carryback financing  is  is not to be subordinated to a construction loan. If Seller
- 77. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
- 78. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
- 79. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
- 80. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY**
- 81. **HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend
- 82. the parties seek appropriate counsel regarding the risks of subordination.

**3. TITLE AND ESCROW**

- 3a. 83. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
- 84. terms of this Contract shall be:

85. Pioneer Title (928) 367-1882  
 "ESCROW/TITLE COMPANY" PHONE

86. sharon.coble@ptaaz.com  
 FAX EMAIL

87. 532 E White Mountain Blvd, Pinetop, AZ 85935  
 ADDRESS

- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and
- 89. tax consequences. Buyer is advised to obtain legal and tax advice.
- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller
- 91. directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete
- 92. and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"),
- 93. including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen
- 94. (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written
- 95. notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy
- 96. showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
- 97. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way,
- 98. easements and all other matters of record or  deed.
- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and
- 100. address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also
- 101. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the
- 102. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for
- 103. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to
- 104. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow
- 105. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees,
- 106. unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all
- 107. parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company
- 108. shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is
- 109. provided, Escrow Company shall record the Affidavit at COE.
- 3e. 110. **Prorations, Expenses and Adjustments:**
- 111. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
- 112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
- 113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
- 114. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
- 115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
- 116. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
- 117. Buyer at COE or  paid to Buyer by Seller at COE.
- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at
- 119. COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
- 120. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said
- 121. adjustments.

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SELLER	SELLER

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<i>Kd</i>	
BUYER	BUYER



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- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.
- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE shall be:  paid in full by Seller  prorated and assumed by Buyer  paid in full by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption applies.
- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

**4. DISCLOSURES**

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to the Buyer within five (5) days after Contract acceptance.
- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy of any known road maintenance agreement affecting the Property.
- 4d. 156. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are associated with the Property.
- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 163. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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**Vacant Land/Lot Purchase Contract >>**

- 4i. 172. **H.O.A. / Condominium / Planned Community:** The Property  is  is not located within a homeowners' association/ 173. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 174. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the 175. SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or 176. otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior 177. to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of 178. disapproval to Seller.

**5. WARRANTIES**

- 5a. 179. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 180. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 181. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 182. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 183. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the 184. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 185. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE 186. in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants 187. that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic 188. tank or alternative system) is correct to the best of Seller's knowledge.
- 5c. 189. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 190. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or 191. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts 192. the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property** 193. **except disclosed as follows:** \_\_\_\_\_ 194. \_\_\_\_\_

**6. DUE DILIGENCE**

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or \_\_\_\_\_ days after Contract acceptance 196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect 197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and 198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all 199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; 200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities 201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate 202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any 203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the 204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity 205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free 206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all 207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports 208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and 209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any 210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically 211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer* 212. *Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE** 214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE** 215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE** 216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due 218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the 219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve 220. the Property.

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6d. 221. **Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD.** Buyer understands that any fire, casualty, or other insurance desired by Buyer or required by Lender should be in place at COE.

6e. 225. **Sewer or On-site Wastewater Treatment System:** The Property  does  does not contain an on-site wastewater treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

228. **IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.**

230. (BUYER'S INITIALS REQUIRED)     KJ      
BUYER BUYER

6f. 231. **Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility:** If the suitability of the Property for installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs within the Due Diligence Period. **NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.**

6g. 237. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**

242. (BUYER'S INITIALS REQUIRED)     KJ      
BUYER BUYER

6h. 243. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.**

6i. 245. **Survey:** A survey  shall  shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor within the Due Diligence Period or \_\_\_\_\_ days after Contract acceptance.

246. surveyor within the Due Diligence Period or \_\_\_\_\_ days after Contract acceptance.  
247. Cost of the survey shall be paid by  Seller  Buyer  Other: \_\_\_\_\_  
248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards".

- 6j. 250. Survey instructions are:
- 251.  A boundary survey and survey plat showing the corners either verified or monumentation.
  - 252.  A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.
  - 253.  Other survey terms: \_\_\_\_\_

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261. (BUYER'S INITIALS REQUIRED)     KJ      
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6k. 262. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**

6l. 264. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

271. (BUYER'S INITIALS REQUIRED)     KJ      
BUYER BUYER

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**Vacant Land/Lot Purchase Contract >>**

- 6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of 273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this 274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due 275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other 277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
  - 278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
  - 279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
    - 280. (a) Seller shall respond in writing within five (5) days or \_\_\_\_\_ days after delivery to Seller of Buyer's notice of
    - 281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
    - 282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
    - 283. (b) If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any
    - 284. repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs
    - 285. to Buyer three (3) days or \_\_\_\_\_ days prior to COE Date.
    - 286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
    - 287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
    - 288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
    - 289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
- 290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
- 291. extend response times or cancellation rights.
- 292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
- 293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
- 294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
- 296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
- 297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
- 298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

**7. REMEDIES**

- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
- 300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
- 301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
- 302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
- 304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
- 305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
- 306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
- 307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
- 308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
- 309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
- 310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
- 312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
- 313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
- 314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
- 315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
- 316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
- 317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
- 318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
- 319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
- 320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
- 322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
- 323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
- 324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
- 325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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326. ("lis pendens") or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the  
327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to  
329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,  
330. expert witness fees, fees paid to investigators, and arbitration costs.

**8. ADDITIONAL TERMS AND CONDITIONS**

8a. 331. Line 24. Close of Escrow; close of escrow shall occur on or before February 27, 2025  
332. by mutual consent of both parties.

333.

334. Line 40. Letter of Credit, Source of Funds Letter requirement shall be waived.

335.

336. If the Property fails to appraise for the full purchase price Buyer has five (5) days

337. after notice of the appraised value to cancel this Contract and receive a return of

338. the Earnest Money or the appraisal contingency shall be waived.

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340. Appraisal costs shall be paid by the Seller.

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8b. 361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or  
362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the  
363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase  
364. price, either Seller or Buyer may elect to cancel the Contract.

8c. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 366. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 367. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations  
368. described herein.

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BUYER	BUYER





**Vacant Land/Lot Purchase Contract >>**

**8q. 418. Broker on behalf of Buyer:**

419. Lon Hoffman SA034242000  
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. Alison Stewart BR101906000  
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

421. Frank M Smith & Associates  
 PRINT FIRM NAME FIRM MLS CODE

422. 4756 Buck Springs Rd Pinetop AZ 85935 CO001103002  
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

423. (928) 521-3688 lon@lonhoffman.com  
 PREFERRED TELEPHONE FAX EMAIL

**8r. 424. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):**

425.  Buyer;  Seller; or  both Buyer and Seller

**8s. 426. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.**

428. Keith Johnson 01/22/2025 ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

429. Town of Pinetop-Lakeside ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

430. \_\_\_\_\_ ADDRESS ADDRESS

431. \_\_\_\_\_ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

**9. SELLER ACCEPTANCE**

**9a. 432. Broker on behalf of Seller:**

433. Lon Hoffman SA034242000  
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

434. Alison Stewart BR101906000  
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

435. Frank M Smith & Associates  
 PRINT FIRM NAME FIRM MLS CODE

436. 4756 Buck Springs Rd AZ 85395 CO001103002  
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

437. (928) 521-3688 lon@lonhoffman.com  
 PREFERRED TELEPHONE FAX EMAIL

**9b. 438. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):**

439.  Seller; or  both the Buyer and Seller

**9c. 440. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.**

442.  Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

443. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

444. \_\_\_\_\_ ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

445. \_\_\_\_\_ Washburn Trust ^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED

446. \_\_\_\_\_ ADDRESS ADDRESS

447. \_\_\_\_\_ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

448.  OFFER REJECTED BY SELLER: \_\_\_\_\_ MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR (SELLER'S INITIALS)

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials AS Date 01/22/2025  
 MO/DA/YR



Arizona Association of REALTORS

ADDENDUM 1

Document updated:  
June 1993



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. This is an addendum originated by the:  Seller  Buyer  Landlord  Tenant.
- 2. This is an addendum to the Contract dated 01/23/2025 between the following Parties:  
MO/DAYR
- 3. Seller/Landlord: Washburn Trust
- 4. Buyer/Tenant: Town of Pinetop-Lakeside
- 5. Premises: 141 W White Mountain Blvd, Pinetop, AZ 85935
- 6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
- 7. A non-functioning water well is located on the Premises being purchased. The seller has no records relating to
- 8. the well or its performance. The seller was not aware that the well was not registered with the Arizona
- 9. Department of Water Resources (ADWR). The buyer takes responsibility to file Form 55-65, Late Registration of a
- 10. Well with ADWR, after the close of escrow.
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
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- 38. \_\_\_\_\_
- 39. \_\_\_\_\_
- 40. \_\_\_\_\_
- 41. \_\_\_\_\_
- 42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

- 43. \_\_\_\_\_
- 44.  Seller  Buyer MO/DAYR  Seller  Buyer MO/DAYR
- 45.  Landlord  Tenant  Landlord  Tenant
- 46. Keith Johnson 01/28/2025
- 47.  Seller  Buyer MO/DAYR  Seller  Buyer MO/DAYR
- 48.  Landlord  Tenant  Landlord  Tenant

49. **For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DAYR

