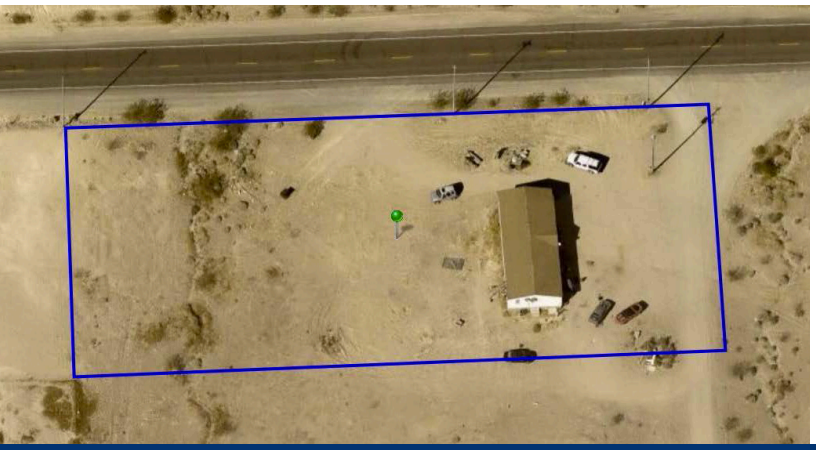
Property Information Packet

AUCTION – LIVE & ONLINE

12PM • Friday, November 12, 2021

Previews: 11/12 at 10AM-Noon and by Appointment

ONLINE BIDDING STARTS 11/1 • BID YOUR PRICE!



1,568± SF single-level 4-bedroom, 2-bathroom manufactured home on a permanent foundation located on a 51,166± SF lot in Verma Estates.

Located in the Saddle Mountain Unified School District and close to major employers with easy access to Interstate 10.

2812 S. 357th Avenue
Tonopah, AZ 85334

For complete live and online bidding terms and conditions, review the Auction Terms & Conditions herein.

Important Notice to all Bidders: All the information contained in this flyer was obtained from sources believed to be correct, but is not guaranteed. Buys shall rely on their own information, judgment, and inspection of the property and records. All announcements from the Auction Block take precedence over any printed or advertised material. This property will be sold subject to and applicable Federal, State, and/or Local Government Regulations. This property sold AS-IS/WHERE-IS. All acreages, measurements & other figures described in this brochure are approximate and therefore not necessarily to scale. Not responsible for accidents, injuries or any communicable diseases, including COVID-19. Sale Subject to Seller Confirmation. 211112

HIGGENBOTHAM AUCTIONEERS
INTERNATIONAL, LTD., INC.
SINCE 1959
The Name that Sells
Martin Higgenbotham, CAI, AARE, AMM, CES

800-257-4161
www.TonopahAuction.com
AZ Broker Marc A. Geyer, dba Synergic Realty SE551013000

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

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Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 1

Property Information

AUCTION – LIVE & ONLINE

HANDYMAN SPECIAL – SINGLE FAMILY HOME
Friday, November 12, 2021, 12 Noon
Previews 11/12, 10AM-Noon and by Appointment

LOCATION: **2812 S. 357th Street, Tonopah, AZ 85354**

DESCRIPTION: **Welcome to the McLean Family Ranch within Verma Estates.**

- **1,568± square foot 4-bedroom, 2-bathroom home on 51,166 square foot lot**
- **Shared water well with recorded shared well agreement.**
- **Saddle Mountain Unified School District and close to major employers with easy access to Interstate 10**
- **Online bidding to start on November 1, 2021 – Starting Bid $50,000**
- **Property is being sold AS-IS, WHERE-IS with no appraisal, financing or inspection contingencies and no representations or warranties other than marketable title.**

PROPERTY ID: **MARICOPA COUNTY ASSESSOR PARCEL NO.: 506-41-311T**

UTILITIES:

Water:	**On-Site Shared Well**
Sewer:	**On-Site Septic Tank and Drainfield (NOTE: Will be pumped and inspected prior to Preview)**
Storm:	**Maricopa County**
Power:	**Arizona Public Service**
Telephone:	**AT&T**
Internet:	**Wild Blue**
Cable TV:	**Direct TV**

ZONING: **Maricopa County: RU-43, Residential**

TERMS: **See Terms, Conditions and Details in the following Section.**

<u>Information Disclaimer</u>

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all of the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.

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Section 2

Terms and Conditions of Auction

Terms and Conditions of the Auction

Real Estate Terms:

- 10% Earnest Money Deposit of the Total Purchase Price (Winning Bid + Buyer's Premium) on Auction Day by Personal or Business Check
- Balance Due at Closing within 10 Days
- 10% Buyer Premium
- Property is sold AS-IS, WHERE-IS with no appraisal, financing or inspection contingencies and representations or warranties of any kind other than marketable title.
- 3% of High Bid Buyer Broker Co-Operative Commission paid to winning bidder's broker. Requires broker attend previews with client and be pre-registered by Noon MST on 11/10/2021. See Broker Registration Form for Details.
- Pre-auction offers are considered. Subject to pre-auction sale, change or withdrawal without notice.

Online/App Terms:

- Higgenbotham App is downloaded from the Apple™ App Store or Google™ Play Store for smartphone and tablet devices or bid with laptop/desktop computer at www.TonopahAuction.com.
- Pre-Auction registration required w/$5,000 Credit Card Authorization to bid no later than Wednesday, November 10, 2021 by 12:00PM MDT.
- Online bidding will open on November 1, 2021
- 10% Earnest Money Deposit of the Total Purchase Price (Winning Bid + Buyer's Premium) Due within 48 Hours of Sale by wire transfer.
- Remaining Real Estate Terms are the same as above.

Directions to Property:
From the Phoenix Metro Area

- From Interstate 10, approximately 40 miles west of Phoenix, take Exit 103 onto 339th Avenue, then turn left onto 339th Avenue. Continue South 2.9 miles and turn right onto W. Lower Buckeye Road. In 2.2 miles, turn left onto S. 357th Avenue and the property will be on your right.

D**ay of Previews & Auction:**

- Prior to entering the homes, all prospective bidders will be required to execute a COVID-19 waiver.
- Hand sanitizer and masks will be provided as necessary.

Buyer Due Diligence:

- Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or local Government Regulations. This property sold AS IS, WHERE IS. Not responsible for accidents, injuries or any communicable diseases. 211112.

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Section 3

Real Estate Agency Disclosure

DocuSign Envelope ID: 749FF558-35BB-49CA-B263-C17F5F3422E5

Arizona Association of REALTORS

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated: **January 2009**

© ARIZONA association of REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS

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.

REALTOR® EQUAL HOUSING OPPORTUNITY

1. Firm Name ("Broker") Synergic Realty
2. acting through Marc A Geyer (LICENSEE'S NAME) hereby makes the following disclosure.

DISCLOSURE

Before a **Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.

I. Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:

a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.

b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:

a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.

b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.

III. Broker Representing both Seller and Buyer (Limited Representation): A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:

a) The broker 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.

b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.

Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that a 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. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.

THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.

ELECTION

Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):

- ☐ represent the Buyer as Buyer's Broker.
- ☐ represent the Seller as Seller's Broker.
- ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):

- ☐ represent the Buyer as Buyer's Broker.
- ☐ represent the Seller as Seller's Broker.
- ☐ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

The undersigned ☐ Buyer(s) or ☐ Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

Jennifer lynn warner	Jody Dee Hartsfield
DocuSigned by:	DocuSigned by:
^ PRINT NAME	^ PRINT NAME
Jennifer Warner 8B59503F0ED04C1...	Jody Dee Hartsfield 6C51ABC4F42442E...
^ SIGNED 7/11/2021 MO/DA/YR	^ SIGNED 7/19/2021 MO/DA/YR

InstanetFORMS

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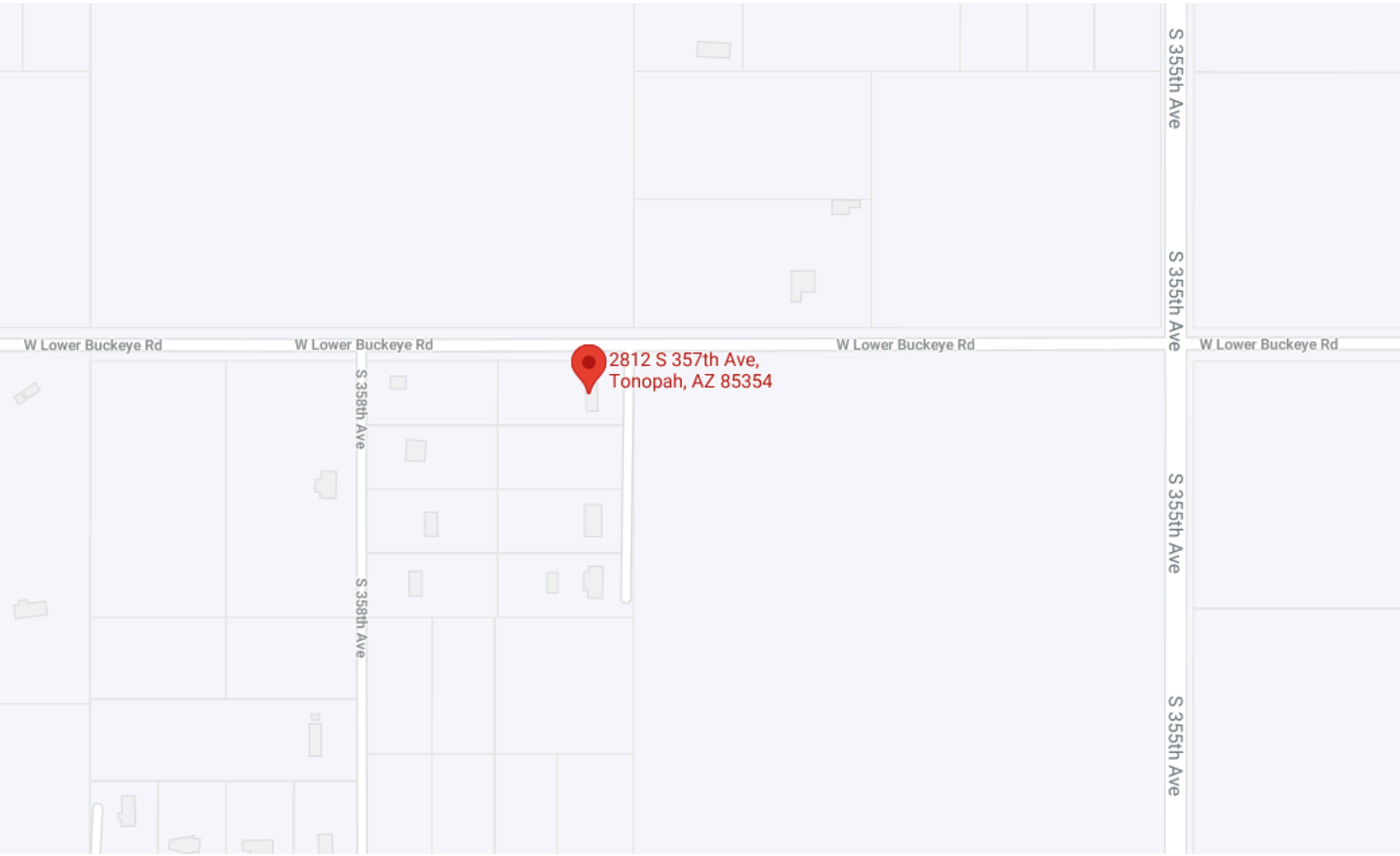
Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 4

Street Maps


S 355th Ave
S 355th Ave
W Lower Buckeye Rd
W Lower Buckeye Rd
W Lower Buckeye Rd
W Lower Buckeye Rd
2812 S 357th Ave,
Tonopah, AZ 85354
S 358th Ave
S 358th Ave
S 355th Ave
S 355th Ave

Map

8/25/2021 10:30:18 AM

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AZ Lic. No. SE551013000

Section 5

Aerial Photos

Property Aerial Photo

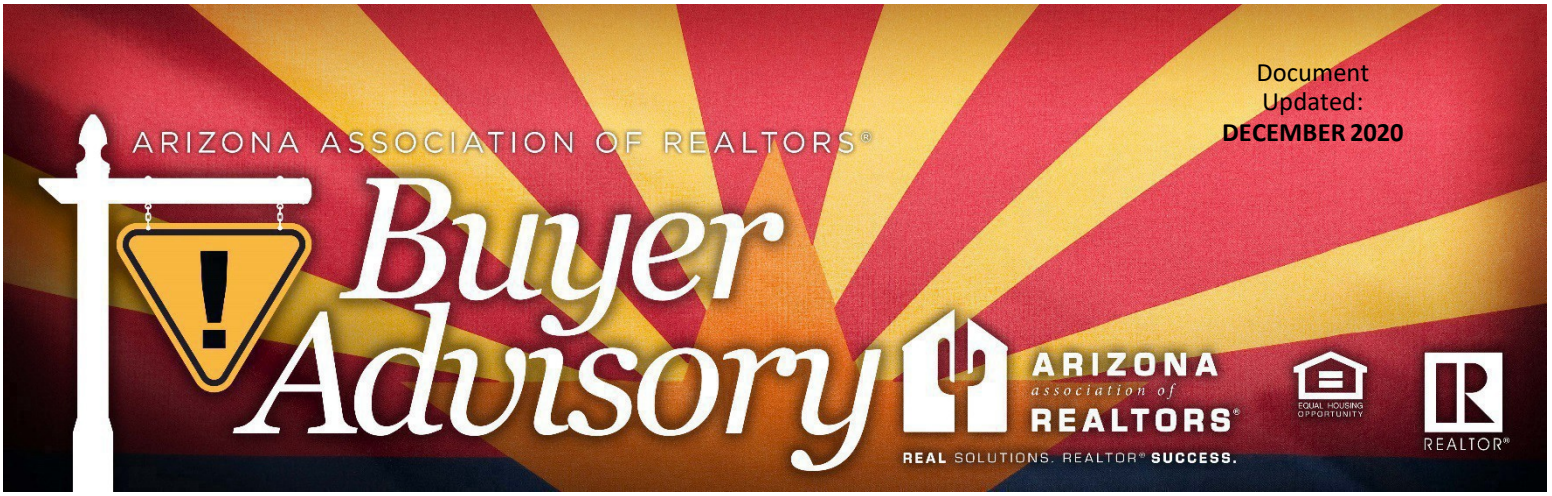
10/23/2020

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 6

State of Arizona Buyer Advisory



A Resource for Real Estate Consumers

Provided by the Arizona Association of REALTORS®
and the Arizona Department of Real Estate

A real estate agent is vital to the purchase of real property and can provide a variety of services in locating a property, negotiating the sale, and advising the buyer.

A real estate agent is generally not qualified to discover defects or evaluate the physical condition of property; however, a real estate agent can assist a buyer in finding qualified inspectors and provide the buyer with documents and other resources containing vital information about a prospective property.

This Advisory is designed to make the purchase of real property as smooth as possible. Some of the more common issues that a buyer may decide to investigate or verify concerning a property purchase are summarized in this Advisory. Included in this Advisory are:

1. Common documents a buyer should review;
2. Physical conditions in the property the buyer should investigate; and
3. Conditions affecting the surrounding area that the buyer should investigate.

In addition, a buyer must communicate to the real estate agents in the transaction any special concerns the buyer may have about the property or surrounding area, whether or not those issues are addressed in this Advisory.

Reminder:

This Advisory is supplemental to obtaining professional property inspections. Professional property inspections are absolutely essential: there is no practical substitute for a professional inspection as a measure to discover and investigate defects or shortcoming in a property.

Please Note:

The property may be subject to video and/or audio surveillance. Buyer should therefore exercise caution and not discuss features or pricing while in the home.

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Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

The documents listed below may not be relevant in every transaction, nor is the list exhaustive. Unless otherwise stated, the real estate broker has not independently verified the information contained in these documents.

1 Purchase Contract

Buyers should protect themselves by taking the time to read the real estate purchase contract and understand their legal rights and obligations before they submit an offer to buy a property.
http://bit.ly/38XEynJ
(AAR Sample Residential Resale Purchase Contract)

2 MLS Printout

A listing is a contractual agreement between the seller and the listing broker and may authorize the broker to submit information to the Multiple Listing Service (MLS). The MLS printout is similar to an advertisement. Neither the listing agreement nor the printout is a part of the purchase contract between the buyer and seller. The information in the MLS printout was probably secured from the seller, the builder, or a governmental agency, and could be inaccurate, incomplete or an approximation. Therefore, the buyer should verify any important information contained in the MLS.

3 The Subdivision Disclosure Report (Public Report)

A Subdivision Disclosure Report (Public Report) is intended to point out material information about a subdivision. Subdividers (any person who offers for sale or lease six or more lots in a subdivision or who causes land to be divided into a subdivision) are required to give buyers a Public Report. Read the Public Report before signing any contract to purchase property in a subdivision. Although some of the information may become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the Arizona Department of Real Estate (ADRE) website.

http://services.azre.gov/publicdatabase/SearchDevelopments.aspx
(ADRE Search Developments)

http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx(ADRE Property Buyer's Checklist)

ADRE does not verify the information in the Public Report. Therefore, the Report could be inaccurate, so it should be verified by the buyer.

4 Seller's Property Disclosure Statement (SPDS)

Most sellers provide a SPDS. This document poses a variety of questions for the seller to answer about the property and its condition. The real estate broker is not responsible for verifying the accuracy of the items on the SPDS; therefore, a buyer should carefully review the SPDS and verify those statements of concern.

A seller's disclosure obligation remains even if the buyer and seller agree that no Seller's Property Disclosure Statement will be provided.

http://bit.ly/2knrN0A (AAR Sample SPDS)
http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx
(ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owners can enforce the CC&Rs. It is essential that the buyer review and agree to these restrictions prior to purchasing a property.

http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx
(ADRE Property Buyer's Checklist)

ADRE ADVISES:

"Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict."

Buyers should consult legal counsel if uncertain of the application of particular provisions in the CC&Rs.

6 Homeowners Association (HOA) Governing Documents

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees. Condominium and planned community HOAs are regulated by Arizona statutes. They are not under the jurisdiction of the Department of Real Estate (ADRE). Nonetheless, the Arizona's Homeowner's Association Dispute Process is administered by the ADRE.

http://bit.ly/2ebBSLH and http://bit.ly/2e8jdM3 (Chapter 16 & 18 of the Arizona Revised Statutes-Title 33) http://bit.ly/1rCq9kd (ADRE HOA Information) https://azre.gov/consumers/hoa (Homeowners Association Dispute Process)

7 HOA Disclosures

If purchasing a resale home in a condominium or planned community, the seller (if fewer than 50 units in the community) or the HOA (if there are 50 or more units) must provide the buyer with a disclosure containing a variety of information.

http://bit.ly/2ebBSLH (A.R.S. 33-1260); http://bit.ly/2e8jdM3 (A.R.S. §33-1806)

8 Community Facilities District

Community Facilities Districts (CFDs) are special taxing districts that use bonds for the purpose of financing construction, acquisition, operation and maintenance of public infrastructure that benefits the real property owners comprising the CFD members. Roadways, public sewer, utility infrastructure and public parks are examples of the types of public infrastructure paid for by CFDs. CFDs have a Governing Board that may be the City Council acting as the board or a stand-alone board. Any member of a CFD may request disclosures from this board. Questions to ask include: the amount still owed and how many more payments are left in order to pay off the CFD for the property. It is important that you review the Detailed Property Tax Statement which will show the current amount due to the CFD.
CFDs are most commonly found on the property's detailed property tax statement from the County Tax Assessor. The local municipality or county can also be a source of CFD information.

9 Title Report or Title Commitment

The title report or commitment contains important information and is provided to the buyer by the title/escrow company or agent. This report or commitment lists documents that are exceptions to the title insurance (Schedule B Exceptions). Schedule B Exceptions may include encumbrances, easements, and liens against the property, some of which may affect the use of the property, such as a future addition or swimming pool. Make sure you receive and review all of the listed documents. Questions about the title commitment and Schedule B documents may be answered by the title or escrow officer, legal counsel, or a surveyor.

https://www.homeclosing101.org/ (American Land Title Association)

https://insurance.az.gov/consumers/help-hometitleflood-insurance (Arizona Department of Insurance)

10 Loan Information and Documents

Unless a buyer is paying cash, the buyer must qualify for a loan in order to complete the purchase. A buyer should complete a loan application with a lender before making an offer on a property if at all possible and, if not, immediately after making an offer. It will be the buyer's responsibility to deposit any down payment and ensure that the buyer's lender deposits the remainder of the purchase price into escrow prior to the close of escrow date. Therefore, make sure you get all requested documentation to your lender as soon as possible.

https://www.consumerfinance.gov/owning-a-home/ (Buying a house: Tools & Resources for Homebuyers)
https://www.hud.gov/topics/buying_a_home (HUD.gov)

11 Home Warranty Policy

A home warranty [policy] is a service contract that typically covers the repair and/or replacement costs of home appliances and major systems such as heating, cooling, plumbing, and possibly other components of a home that fail due to normal usage and age. Coverage varies depending on the policy. Be aware that pre-existing property conditions are generally not covered. A home warranty may be part of the sale of the home. If so, buyers should thoroughly read the home warranty contract to understand coverage, limitations, exclusions, and costs associated with the policy.

12 Affidavit of Disclosure

If the buyer is purchasing five or fewer parcels of land (whether improved or vacant), other than subdivided land, in an unincorporated area of a county, the seller must furnish the buyer with an Affidavit of Disclosure.

http://bit.ly/2MGVSpr
(AAR Sample Affidavit of Disclosure)

13 Lead-Based Paint Disclosure Form

If the home was built prior to 1978, the seller must provide the buyer with a lead-based paint disclosure form. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

http://bit.ly/2O4pL4A (EPA)
http://bit.ly/2O69Lik (ADRE Lead Based Paint Information)

14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is a visual physical examination, performed for a fee, designed to identify material defects in the property. The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

https://azashi.org/faq/ (FAQ's – Home Inspections)

15 County Assessors/Tax Records

The county assessor's records contain a variety of valuable information, including the assessed value of the property for tax purposes and some of the physical aspects of the property, such as the reported square footage. The date built information in the assessor's records can be either the actual or effective/weighted age if the residence has been remodeled. All information on the site should be verified for accuracy.

Apache:
http://bit.ly/1FKUhk8

Cochise:
http://bit.ly/1oUS7ok

Coconino:
http://bit.ly/2F9PstM

Gila:
http://bit.ly/Yq3bV9

Graham:
http://bit.ly/2JGz2ZO

Greenlee:
http://bit.ly/2SCTZu6

La Paz:
http://bit.ly/2HzhhdR

Maricopa:
https://mcassessor.maricopa.gov/

Mohave:
http://bit.ly/Yq6nAj

Navajo:
http://bit.ly/1pWxgVA

Pima:
http://www.asr.pima.gov/

Pinal:
http://www.pinalcountyaz.gov/Assessor/Pages/home.aspx

Santa Cruz:
http://bit.ly/1yRYwXl

Yavapai:
http://bit.ly/1AsANj5

Yuma:
http://bit.ly/1FZ1uir

16 Termites and Other Wood Destroying Insects and Organisms

Termites and other wood destroying insects are commonly found in some parts of Arizona. General guidance, inspection report information and the ability to search a property for past termite treatments may be found on the Arizona Department of Agriculture website.

https://agriculture.az.gov/pestspest-control/termites (AZDA-Termite Information)

http://bit.ly/2GiGlIR (AZDA-Wood Destroying Insect Inspection Reports)

https://tarf.azda.gov/ (AZDA-Search for Termite Reports)

17 Foreign Investment in Real Property Tax Act (FIRPTA)

Foreign Investment in Real Property Tax Act (FIRPTA) may impact the purchase of property if the legal owner(s) of the property are foreign persons or non-resident aliens pursuant to FIRPTA. If so, consult a tax advisor as mandatory withholding 4mayapply.

https://www.irs.gov/individuals/international-taxpayers/definitions-of-terms-and-procedures-unique-to-firpta (I.R.S. FIRPTA Definitions)

www.irs.gov/Individuals/International-Taxpayers/FIRPTA-Withholding (I.R.S. FIRPTA Information)

http://www.irsvideos.gov/Individual/education/FIRPTA (I.R.S. FIRPTA Video)

Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

Because every buyer and every property is different, the physical property conditions requiring investigation will vary.

1 Repairs, Remodeling and New Construction

The seller may have made repairs or added a room to the property. The buyer should feel comfortable that the work was properly done or have an expert evaluate the work. Request copies of permits, invoices or other documentation regarding the work performed.

https://roc.az.gov/before-hire (Before You Hire a Contractor – Tips)

www.greaterphoenixnari.org (National Association of Remodeling Industry – Greater Phoenix Chapter)

https://www.nariofsoutherarizona.com/page-319328 (National Association of Remodeling Industry– Southern Arizona)

https://apps-secure.phoenix.gov/PDD/Search/Permits (City of Phoenix – Building Permit Records)
https://www.tucsonaz.gov/PRO/pdsd/

(City of Tucson – Building Permit Records)

2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage in a property. An appraiser or architect can measure the property's size to verify the square footage. If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract in a new home transaction.

https://dfi.az.gov/industry/RealEstateAppraisers (Licensed Real Estate Appraisers)

3 Roof

If the roof is 10 years old or older, a roof inspection by a licensed roofing contractor is highly recommended.

www.azroofing.org
(Arizona Roofing Contractors Association)

https://roc.az.gov/before-hire(Before You Hire a Contractor– Tips)

4 Swimming Pools and Spas

If the property has a pool or a spa, the home inspector may exclude the pool or spa from the general inspection so an inspection by a pool or spa company may be necessary.

The Arizona REALTORS® Residential Purchase Contract provides guidance for the buyer to investigate all applicable state, county, and municipal Swimming Pool Barrier regulations and acknowledge receipt of the Arizona Department of Health Services approved private pool safety notice. The state requirements contained in the notice may be superseded by local swimming pool barrier ordinances that are equal to or more restrictive than the state requirements.

https://www.aaronline.com/2010/10/pool-barrier-law-contact-information/ (AAR-Pool Barrier Laws & Information-Updated August 2020))

https://www.azleg.gov/ars/36/01681.htm (A.R.S. 36-1681 Swimming Pool Enclosures)

5 Septic and Other On-Site Wastewater Treatment Facilities

If the home is not connected to a public sewer, it is probably served by an on-site wastewater treatment facility (conventional septic or alternative system). A qualified inspector must inspect any such facility within six months prior to transfer of ownership. For information on current inspection and transfer of ownership requirements, contact the specific county environmental/health agency where the property is located or the Arizona Department Environmental Quality (ADEQ).

http://bit.ly/2plVsZe

(ADEQ – AZ Statewide Inspection Program)

http://az.gov/app/own/home.xhtml

(File a Notice of Transfer Online)

6 SEWER

Even if the listing or SPDS indicates that the property is connected to the city sewer, a plumber, home inspector, or other professional should verify it. Some counties and cities can perform this test as well.

7 Water/Well Issues

The property may receive water from a municipal system, a private water company, or a well. You should investigate the availability and quality of the water to the property, as well as the water provider. A list of Arizona's water companies is available at the Arizona Corporation Commission.
https://www.azcc.gov/utilities/water
(Arizona Corporation Commission - Utilities-Water)
https://new.azwater.gov/aaws/statutes-rules
(Assured and Adequate Water Supply)

Adjudications: Arizona is undertaking several Stream Adjudications, which are court proceedings to determine the extent and priority of water rights in an entire river system.

For information regarding water uses and watersheds affected by these adjudications, and the forms upon sale of the property, visit the Department of Water Resources online.
https://new.azwater.gov/adjudications
(Department of Water Resources – Adjudications)

Additionally, the Verde Valley Water Users assists members in matters pertaining to the Gila River System Adjudication.

www.verdevalleywaterusers.org(Verde Valley Water Users Association)

CAGRDs: The Central Arizona Groundwater Replenishment District (CAGRD) functions to replenish groundwater used by its members, individual subdivisions and service areas of member water providers. Homeowners in a CAGRD pay an annual assessment fee which is collected through the county property tax process based on the amount of groundwater served to member homes.

www.cagrd.com
(Central Arizona Ground Water Replenishment District)

8 Soil Problems

The soil in some areas of Arizona has "clay-like" tendencies, sometimes referred to as "expansive soil."

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such soils may experience significant movement causing a major problem.

If it has been disclosed that the property is subject to any such soil conditions or if the buyer has any concerns about the soil condition or observes evidence of cracking, the buyer should secure an independent assessment of the property and its structural integrity by a licensed, bonded, and insured professional engineer.

https://azre.gov/PublicInfo/Fissures
(ADRE – Overview of Arizona Soils)
http://bit.ly/2sXBHHw (Problem Soils)

http://bit.ly/2MpcKNU
(Shrink/Swell Potential & FAQs)

http://bit.ly/2yfzVHR
(Information on Land Subsidence & Earth Fissures)
www.btr.state.az.us
(State Certified Engineers & Firms)

9 Previous Fire/Flood

If it is disclosed there has been a fire or flood on the property, a qualified inspector should be hired to advise you regarding any possible future problems as a result of the fire or flood damage and/or any subsequent repairs. For example, if the property was not properly cleaned after a flood, mold issues may result. Your insurance agent may be able to assist you in obtaining information regarding fire, flood, or other past damage to the property.

10 Pests

Cockroaches, rattlesnakes, black widow spiders, scorpions, termites and other pests are common in parts of Arizona. Fortunately, most pests can be controlled with pesticides.

Scorpions: Scorpions, on the other hand, may be difficult to eliminate. If the buyer has any concerns or if the SPDS indicates the seller has seen scorpions or other pests on the property, seek the advice of a pest control company.

Bed bugs: Infestations are on the rise in Arizona and nationally.

Roof Rats: Roof Rats have been reported in some areas by Maricopa County Environmental Services.

Termites: Consumer Information is available from the Arizona Department of Agriculture.

Bark Beetles: Bark beetles have been reported in some forested areas.

http://bit.ly/32y89l6 (Information on Scorpions)

http://bit.ly/1PFP9Y2 (Information on Bed Bugs)

http://www2.epa.gov/bedbugs (Bed Bugs: Get Them Out and Keep Them Out)

http://www.maricopa.gov/FAQ.aspx?TID=104 (Maricopa County – Roof Rats)

https://agriculture.az.gov/pestspest-control/termites (Termite Information

https://agriculture.az.gov/pests-pest-control/agriculture-pests/bark-beetles (Bark Beetle Information)

11 Endangered & Threatened Species

Certain areas in the state may have issues related to federally listed endangered or threatened species that may affect land uses. Further information may be obtained on the U.S. Fish and Wildlife website or by contacting the appropriate planning/development service department.

https://www.fws.gov/southwest/es/arizona/ (Arizona Ecological Services

https://www.fws.gov/endangered/map/state/AZ.html (Arizona Endangered Species)

12 Death and Felonies on the Properties

Arizona law states that sellers and real estate licensees have no liability for failure to disclose to a buyer that the property was ever the site of a natural death, suicide, murder or felony.

This information is often difficult to uncover; however, the local law enforcement agency may be able to identify incidents related to a property address.

http://bit.ly/2lo53MZ (A.R.S. § 32-2156)

13 Indoor Environmental Concerns

Attention has been given to the possible health effects of mold in homes, apartments and commercial buildings. Certain types of mold may cause health problems in some people while triggering only common allergic responses in others.

Mold is often not detectable by a visual inspection. To determine if the premises you are purchasing, or leasing contains mold or airborne health hazards, you may retain an environmental expert to perform an indoor air quality test. This is particularly important if any of the inspection reports or disclosure documents indicate the existence of past or present moisture, standing water, visible water stains, or water intrusion in the Premises.

The Arizona Department of Health Services, Office of Environmental Health, states:

"If you can see mold, or if there is an earthy or musty odor, you can assume you have a mold problem."

https://www.epa.gov/indoor-air-quality-iaq (EPA-Indoor Air Quality)

https://www.epa.gov/mold (EPA-Mold)

https://www.cdc.gov/mold/ (CDC-Mold Information)

Imported Drywall: There have been reports of problematic drywall, produced in China, used in Arizona homes. Residents in homes with problem drywall report health issues such as respiratory irritation, and other problems such as copper corrosion and sulfur odors. Visit the Consumer Product Safety Commission website for more information.

Radon Gas and Carbon Monoxide: Radon gas and carbon monoxide poisoning are two of the more common and potentially serious indoor air quality (IAQ) concerns. Both of these concerns can be addressed by the home inspector, usually for an additional fee. For information on radon levels in the state, visit Arizona Radiation Regulatory Agency online.

Drug labs: Residual contamination arising from the illicit manufacture of methamphetamine and other drugs carried out in clandestine drug laboratories presents a serious risk of harm to human and environmental health.

Other: For information on other indoor environmental concerns, the EPA has a host of resource materials and pamphlets online.

bit.ly2kRk7jm (Drywall Information Center)

http://bit.ly/2GclWpM (About Radon)

http://bit.ly/2t1CAPq (Carbon Monoxide Infographic)

http://www2.epa.gov/asbestos (Asbestos Information)

bit.ly/2gUZcSt (Voluntary Guidelines for Methamphetamine)

https://www.epa.gov/formaldehyde (EPA Formaldehyde)

14 Property Boundaries

If the property boundaries are of concern, a survey may be warranted. For example, a survey may be advisable if there is an obvious use of property by others, i.e., a well-worn path across a property and/or parked cars on the property or fences or structures of adjacent property owners that appear to be built on the property. For more information, visit the Arizona Professional Land Surveyors online. A search for surveyors may be found online at the Board of Technical Registration.

https://btr.az.gov/arizona-professional-land-surveyors-apls (AZ BTR Land Surveyors)

http://www.azpls.org/ (Professional Land Surveyors)

15 Flood Insurance/Flood Plain Status

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of the property. The National Flood Insurance Program provides for the availability of flood insurance and established flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to the federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future, may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on the property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of the property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchase of the property, and other matters related to the purchase of flood insurance for the property.

If community floodplain information is not available for a specific property, and in order to obtain flood insurance, it may be necessary to have an elevation survey and obtain an elevation certificate. This is necessary to determine a properties insurability and premium rate. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to the property.

National Flood Insurance Program (FEMA)

https://www.realtor.com/flood-risk/ (Flood Risk Information)

https://www.floodsmart.gov/flood-map-zone/elevation-certificate (Elevation Certificates: Who Needs Them and Why - fact sheet)

http://azgs.arizona.edu/center-natural-hazards/floods (Flooding in Arizona)

https://www.fcd.maricopa.gov/5308/Flood-Control-District (Maricopa County Flood Control District-Services)

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

Many factors affect the availability and cost of homeowner's insurance. Property owners may request a five-year claims history from their insurance company, an insurance support organization or consumer reporting agency.

https://content.naic.org/consumer.htm (Helping You Navigate Insurance and Make Better Informed Decisions)

17 Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate. If it is important to you, hire a qualified heating/cooling inspector. https://www.epa.gov/ods-phaseout

Electrical Systems: Check for functionality and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

It is often very difficult to identify environmental hazards. The Arizona Department of Environmental Quality (ADEQ) website contains environmental information regarding the locations of open and closed landfills (Solid Waste Facilities), wildfire information, as well as, air and water quality information (and more).

http://www.azdeq.gov/ (ADEQ)

http://legacy.azdeq.gov/environ/waste/solid/plan.html (ADEQ-Solid Waste Facilities)

https://azdeq.gov/WildfireSupport (Wildfire Information)

1 Environmentally Sensitive Land Ordinance:

Approximately two-thirds of the City of Scottsdale is affected by the Environmentally Sensitive Land Ordinance (ESLO), which requires some areas on private property be retained in their natural state and designated as National Area Open Space (NAOS).

http://www.scottsdaleaz.gov/codes/eslo (Environmentally Sensitive Lands Overlay – ESL)

http://www.scottsdaleaz.gov/codes/eslo (Natural Area Open Space)

2 Electromagnetic Fields

For information on electromagnetic fields, and whether they pose a health risk to you or your family, visit the National Institute of Environmental Health Sciences website.

www.niehs.nih.gov/health/topics/agents/emf/ (National Institute of Environmental Health Sciences)

3 Superfund Sites

There are numerous sites in Arizona where the soil and groundwater have been contaminated by improper disposal of contaminants. Maps may be viewed on ADEQ's website to see if a property is in an area designated by the ADEQ as requiring cleanup.

http://www.azdeq.gov/emaps (ADEQ-Maps)

www.epa.gov/superfund/(EPA), http://espanol.epa.gov/(Spanish)

4 Freeway Construction and Traffic Conditions

Although the existence of a freeway near the property may provide highly desirable access, sometimes it contributes to undesirable noise. To search for roadway construction and planning, visit the Arizona Department of Transportation (ADOT) website.

https://azdot.gov/(ADOT)

https://azdot.gov/projects (ADOT Statewide Projects)

https://az511.com/(ADOT Road Conditions)

5 Crime Statistics

Crime statistics, an imperfect measurement at best, provide some indication of the level of criminal activity in an area.

https://communitycrimemap.com/ (Crime Statistics - All Arizona Cities)

6 Sex Offenders

Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. Prior to June 1996, registration was not required, and only the higher-risk sex offenders are on the website. The presence of a sex offender in the vicinity of the property is not a fact that the seller or real estate broker is required to disclose.

www.azdps.gov/Services/Sex_Offender/(Registered Sex Offenders and Community Notification)

http://www.nsopw.gov/en (National Sex Offender Public Site)

7 Forested Areas

Life in a forested area has unique benefits and concerns. Contact county/city fire authority for more information on issues particular to a community.

https://dffm.az.gov/fire/prevention/firewise (Arizona Fire Wise Communities)
https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA (Public Education/Fire Wise USA)

8 Military and Public Airports

The legislature has mandated the identification of areas in the immediate vicinity of military and public airports that are susceptible to a certain level of noise from aircraft. The boundaries of these areas have been plotted on maps that are useful in determining if a property falls within one of these areas. The maps for military and public airports may be accessed on the Arizona Department of Real Estate (ADRE) website. Additionally, the boundaries of military and public airports in Maricopa County may be viewed on the county website. These maps are intended to show the area subject to a preponderance of airport-related noise from a given airport. Periodic over-flights that may contribute to noise cannot usually be determined from these maps.

Vacant land or lots may be for sale within areas of high noise or accident potential zones. Because the zoning of these lots may conflict with the buyer's ability to develop the property, the buyer should verify whether development is prohibited.

Zoning regulations for these areas, may be found at A.R.S.§28-8481.

https://azre.gov/military-airports
(ADRE - Maps of Military Airports & Boundaries)

http://azre.gov/public-airports
(ADRE - Maps of Public Airports & Boundaries)

https://www.skyharbor.com/FlightPaths (Phoenix Skyharbor Airport - General Information)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

http://phoenix.gov/business/zoning(Phoenix)

http://www.tucsonaz.gov/pdsd/planning-zoning (Tucson)

10 Schools

Although there is no substitute for an on-site visit to the school to talk with principals and teachers, there is a significant amount of information about Arizona's schools on the Internet.

Visit the Arizona Department of Education website for more information.
http://www.azed.gov/ (Arizona Department of Education)

ADRE ADVISES:

"Call the school district serving the subdivision to determine whether nearby schools are accepting new students. Some school districts, especially in the northwest part of the greater Phoenix area, have placed a cap on enrolment. You may find that your children cannot attend the school nearest you and may even be transported to another community."

www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE)

11 City Profile Report

Information on demographics, finances and other factors are drawn from an array of sources, such as U.S. Census Bureau, Bureau of Labor, Internal Revenue Service, Federal Bureau of Investigation, and the National Oceanic and Atmospheric Administration and may be viewed on Homefair's Website.

https://www.moving.com/real-estate/compare-cities/
(City Profile Report)

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Talk to the Neighbors

Neighbors can provide a wealth of information. Buyers should always talk to the surrounding residents about the neighborhood and the history of the property the buyer is considering for purchase.

Drive around the Neighborhood

Buyers should always drive around the neighborhood, preferably on different days at several different times of the day and evening, to investigate the surrounding area.

Investigate your Surroundings

Google Earth is an additional method to investigate the surrounding area:

https://www.google.com/earth/

Section 5

RESOURCES

Market Conditions Advisory

The real estate market is cyclical and real estate values go up and down. The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a buyer is willing to pay and the price a seller is willing to accept for a specific property rests solely with the individual buyer or seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell considering market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

http://bit.ly/2vYFWb0
(AAR - Sample Forms)

Fair Housing and Disability Laws

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with people securing custody of children under the age of 18), and disability.

Fair Housing Rights and Obligations (HUD.gov)

http://www.ada.gov/pubs/ada.htm
(Americans with Disabilities Act)

Wire Fraud

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. You should independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number prior to wiring any money.

http://bit.ly/2gQNWms (FTC & NAR - Protect your mortgage closing from scammers

http://bit.ly/2vDDvFk (CFPB- Buying a home? Watch out for mortgage closing scams

Additional Information

NATIONAL ASSOCIATION OF REALTORS® (NAR)
https://www.nar.realtor/

Ten Step Guide to Buying a Home (Realtor.com)
http://bit.ly/3pQqXX7

Home Closing 101
www.homeclosing101.org

Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real Estate
Consumer Information
www.azre.gov/InfoFor/Consumers.aspx

Arizona Association of REALTORS®
www.aaronline.com

BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13 pages of this Advisory.

Buyer further acknowledges that there may be other disclosure issues of concern not listed in this Advisory. Buyer is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the purchase of any property.

The information in this Advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.

^ BUYER SIGNATURE DATE

^ BUYER SIGNATURE DATE

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 7

Property Disclosure Statements

RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated: October 2017

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

WHEN IN DOUBT – DISCLOSE!

REALTOR® EQUAL HOUSING OPPORTUNITY

Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, and leases, to insure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a questions, it is important not to guess – use the blank lines to explain the situation.

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Residential Resale Real Estate Purchase Contract, the seller is required to deliver "a completed AAR Residential SPDS form to the Buyer within three (3) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other 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. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.

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RESIDENTIAL SELLER'S PROPERTY
DISCLOSURE STATEMENT (SPDS) *(To be completed by Seller)*

Document updated: October 2017

ARIZONA association of REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS.

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.

REALTOR® EQUAL HOUSING OPPORTUNITY

MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 7, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, surveys, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

PROPERTY AND OWNERSHIP

1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto,
2. plus fixtures and personal property described in the Contract.
3. **PROPERTY ADDRESS:** 2812 357TH (STREET ADDRESS) TONOPAH (CITY) AZ (STATE) 85354 (ZIP)
4. Does the property include any leased land? ☐ Yes ☒ No
5. Explain: _____
6. Is the Property located in an unincorporated area of the county? ☐ Yes ☒ No If yes, and five or fewer parcels of land other than subdivided land
7. are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.
8. **LEGAL OWNER(S) OF PROPERTY:** _____ Date Purchased: _____
9. The Property is currently: ☐ Owner-occupied ☐ Leased ☐ Estate ☐ Foreclosure ☒ Vacant If vacant, how long? tenants left Aug 2021
10. If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)
11. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____
12. _____
13. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?
14. ☐ Yes ☒ No If yes, consult a tax advisor; mandatory withholding may apply.
15. Is the Property located in a community defined by the fair housing laws as housing for older persons? ☐ Yes ☒ No
16. Explain: _____
17. Approximate year built: _____ . If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

18. **NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of**
19. **information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona**
20. **Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov.**

>>

Marc A Geyer | Synergic Realty | 602-722-7028 |

InstanetFORMS

YES	NO	
☐	☒	Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain:
☐	☒	Are you aware if there are any association(s) governing the Property?

If yes, provide contact(s) information: Name: _____ Phone #: _____
Name: _____ Phone #: _____

If yes, are there any fees? How much? $ _____ How often? _____
How much? $ _____ How often? _____

☐	☒	Are you aware of any association fees payable upon transfer of the Property? Explain:
☐	☒	Are you aware of any proposed or existing association assessment(s)? Explain:
☐	☒	Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)? Explain:
☐	☒	Are you aware of any of the following recorded against the Property? (Check all that apply): ☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens Explain:
☐	☒	Are you aware of any assessments affecting this Property? (Check all that apply): ☐ Paving ☐ Sewer ☐ Water ☐ Electric ☐ Other Explain:
☐	☒	Are you aware of any title issues affecting this Property? (Check all that apply): ☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments ☐ Unrecorded easements ☐ Use permits ☐ Other _____ Explain:
☐	☒	Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? If yes, provide the name of the CFD:
☐	☒	Are you aware of any public or private use paths or roadways on or across the Property? Explain:
☐	☒	Are you aware of any problems with legal or physical access to the Property? Explain:
☐	☒	The road/street access to the Property is maintained by the ☐ County ☐ City ☐ Homeowners' Association ☐ Privately If privately maintained, is there a recorded road maintenance agreement? Explain:
☐	☒	Are you aware of any violation(s) of any of the following? (Check all that apply): ☐ Zoning ☐ Building Codes ☐ Utility Service ☐ Sanitary health regulations ☐ Covenants, Conditions, Restrictions (CC&R's) ☐ Other _____ (Attach a copy of notice(s) of violation if available.) Explain:
☐	☒	Are you aware of any homeowner's insurance claims having been filed against the Property? Explain:

NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.

BUILDING AND SAFETY INFORMATION

YES	NO	ROOF / STRUCTURAL:

NOTICE TO BUYER: Contact a professional to verify the condition of the roof.

☐	☒	Are you aware of any past or present roof leaks? Explain: tenants left Aug 2021 & not aware not.
☐	☒	Are you aware of any other past or present roof problems? Explain:

>>

	YES	NO	
68.	☐	☒	Are you aware of any roof repairs? Explain:
69.			
70.	☐	☒	Is there a roof warranty? (Attach a copy of warranty if available.)
71.	☐	☒	If yes, is the roof warranty transferable? Cost to transfer
72.	☐	☒	Are you aware of any interior wall/ceiling/door/window/floor problems? Explain:
73.			
74.	☐	☒	Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain:
75.			
76.	☐	☒	Are you aware of any chimney or fireplace problems, if applicable? Explain:
77.			
78.	☐	☒	Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
79.			☐ Flood ☐ Fire ☐ Wind ☐ Expansive soil(s) ☐ Water ☐ Hail ☐ Other
80.			Explain:
81.			**WOOD INFESTATION:**
82.			Are you aware of any of the following:
83.	☐	☒	Past presence of termites or other wood destroying organisms on the Property?
84.	☐	☒	Current presence of termites or other wood destroying organisms on the Property?
85.	☐	☒	Past or present damage to the Property by termites or other wood destroying organisms?
86.			Explain:
87.			
88.	☐	☒	Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?
89.			If yes, date last treatment was performed:
90.			Name of treatment provider(s):
91.	☐	☒	Is there a treatment warranty? (Attach a copy of warranty if available.)
92.	☐	☒	If yes, is the treatment warranty transferable?
93.			**NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or**
94.			**treatment history.**
95.			**HEATING & COOLING:**
96.			Heating: Type(s) central
97.			Approximate Age(s) 2017
98.			Cooling: Type(s) central
99.			Approximate Age(s) 2017
100.	☐	☒	Are you aware of any past or present problems with the heating or cooling system(s)?
101.			Explain:
102.			**PLUMBING:**
103.	☐	☒	Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?
104.			If yes, identify:
105.	☐	☒	Are you aware of any past or present plumbing problems? Explain: all new plumbing
106.			under home 2017
107.	☐	☒	Are you aware of any water pressure problems? Explain:
108.			Type of water heater(s): ☐ Gas ☐ Electric ☐ Solar Approx. age(s):
109.	☐	☒	Are you aware of any past or present water heater problems? Explain:
110.			
111.	☐	☒	Is there a landscape watering system? If yes, type: ☐ automatic timer ☐ manual ☐ both
112.	☐	☒	If yes, are you aware of any past or present problems with the landscape watering system?
113.			Explain:
114.	☐	☒	Are there any water treatment systems? (Check all that apply):
115.			☐ water filtration ☐ reverse osmosis ☐ water softener ☐ Other
116.			Is water treatment system(s) ☐ owned ☐ leased (Attach a copy of lease if available.)
117.	☐	☒	Are you aware of any past or present problems with the water treatment system(s)?
118.			Explain:

>>

YES	NO	
		SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:
☐	☒	Does the Property contain any of the following? (Check all that apply):
		☐ Swimming pool ☐ Spa ☐ Hot tub ☐ Sauna ☐ Water feature
☐	☒	If yes, are either of the following heated? ☐ Swimming pool ☐ Spa If yes, type of heat: _____
☐	☒	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
		Explain: _____
		ELECTRICAL AND OTHER RELATED SYSTEMS:
☐	☒	Are you aware of any past or present problems with the electrical system? Explain: _____
		_____
☐	☒	Is there a security system? If yes, is it (Check all that apply):
		☐ Leased (Attach copy of lease if available.) ☐ Owned ☐ Monitored ☐ Other _____
☐	☒	Are you aware of any past or present problems with the security system? Explain: _____
		_____
☐	☒	Does the Property contain any of the following systems or detectors?(Check all that apply):
		☐ Smoke/fire detection ☐ Fire suppression (sprinklers) ☐ Carbon monoxide detector
		If yes, are you aware of any past or present problems with the above systems? Explain: _____
		_____
		MISCELLANEOUS:
☐	☒	Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____
		_____
☐	☒	Are you aware of or have you observed any of the following on the Property? (Check all that apply):
		☐ Scorpions ☐ Rabid animals ☐ Bee swarms ☐ Rodents ☐ Reptiles ☐ Bed Bugs ☐ Other: _____
		Explain: _____
☐	☒	Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: _____
		Name of service provider(s): _____ Date of last service: _____
☐	☒	Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or
		alterations or room conversions? **(If no, skip to line 156.)**
		Explain: _____
		_____
		_____
		_____
☐	☒	Were permits for the work required? Explain: _____
☐	☒	If yes, were permits for the work obtained? Explain: _____
☐	☒	Was the work performed by a person licensed to perform the work? Explain: _____
☐	☒	Was approval for the work required by any association governing the property? Explain: _____
		If yes, was approval granted by the association? Explain: _____
☐	☒	Was the work completed? Explain: _____
☐	☒	Are there any security bars or other obstructions to door or window openings? Explain: _____
☐	☒	Are you aware of any past or present problems with any built-in appliances? Explain: _____
		_____
☐	☒	Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)
		Explain: _____
		_____

UTILITIES

DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES	NO		PROVIDER
☑	☐	Electricity:	
☐	☒	Fuel: ☐ Natural gas ☐ Propane ☐ Oil	
☑	☐	Cable / Satellite:	
☑	☐	Internet:	
☑	☐	Telephone:	
☑	☐	Garbage Collection:	
☑	☐	Fire:	
☐	☑	Irrigation:	
☑	☐	Water Source:	
☐	☐	☐ Public ☐ Private water co. ☐ Hauled water	
		☒ Private well ☑ Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum.	

NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.

☐ ☑ Are you aware of any past or present drinking water problems? Explain: _____

☑ ☐ U.S. Postal Service delivery is available at: ☒ Property ☐ Cluster Mailbox ☐ Post Office ☐ Other _____

☐ ☒ Are there any alternate power systems serving the Property? **(If no, skip to line 190.)**

If yes, indicate type (Check all that apply):

☐ Solar ☐ Wind ☐ Generator ☐ Other _____

Are you aware of any past or present problems with the alternate power system(s)? Explain: _____

☐ ☒ Are any alternate power systems serving the Property leased? Explain: _____

If yes, provide name and phone number of the leasing company (Attach copy of lease if available): _____

NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.

ENVIRONMENTAL INFORMATION

YES	NO	
☐	☒	Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply): ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Dampness/moisture ☐ Other Explain: _____
☐	☒	Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply): ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other _____ Explain: _____

NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.

☐	☒	Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply): ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Landfill ☐ Toxic waste disposal ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other _____ Explain: _____
☐	☒	Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

>>

YES NO

☐ ☒ Are you aware if the Property is located in the vicinity of a public or private airport?
Explain: _____

NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

☐ ☒ Is the Property located in the vicinity of a military airport or ancillary military facility?
Explain: _____

☐ ☒ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
☐ Asbestos ☐ Radon gas ☐ Lead-based paint ☐ Pesticides ☐ Underground storage tanks ☐ Fuel/chemical storage
Explain: _____

☐ ☒ Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):
☐ Superfund / WQARF / CERCLA ☐ Wetlands area ☐ Natural Area Open Spaces

☐ ☒ Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
If yes, describe location: _____

☐ ☒ Are you aware if any portion of the Property is in a flood plain/way? Explain: _____

NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

☐ ☒ Are you aware of any portion of the Property ever having been flooded? Explain: _____

☐ ☐ 2 Are you aware of any water damage or water leaks of any kind on the Property? Explain: tenants moved out Aug 2021
just learned may have been a leak

☐ ☐ 2 Are you aware of any past or present mold growth on the Property? If yes, explain: _____

SEWER/WASTEWATER TREATMENT

YES NO

☐ ☒ Is the entire Property connected to a sewer?

☐ ☒ If no, is a portion of the Property connected to a sewer? Explain: _____

☐ ☒ If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection?
If yes, how and when: _____

NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.

Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected
Name of Provider: septic tank works fine

>>

YES	NO	
☐	☑	Are you aware of any past or present problems with the sewer? Explain:
☐	☑	Is the Property served by an On-Site Wastewater Treatment Facility? **(If no, skip to line 267.)**
		If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type:
☐	☑	If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
		If yes, name of contractor: Phone #:
		Approximate year Facility installed: (Attach copy of permit if available.)
☐	☑	Are you aware of any repairs or alterations made to this Facility since original installation?
		Explain:
		Approximate date of last Facility inspection and/or pumping of septic tank: Septic Redone 2013
☐	☐	Are you aware of any past or present problems with the Facility? Explain:

NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.

OTHER CONDITIONS AND FACTORS

What other material (important) information are you aware of concerning the Property that might affect the buyer's decision-making process, the value of the Property, or its use? Explain:

ADDITIONAL EXPLANATIONS

SELLER CERTIFICATION: Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges receipt of Residential Seller Disclosure Advisory titled *When in Doubt — Disclose.*

[signature] co-trustee 9/30/21 [signature] 9/30/21

^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

EMILY GAY MCLEAN REVOCABLE TRUST

Reviewed and updated: Initials: JSW / JDH 9/30/21

SELLER SELLER MO/DA/YR

BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that the information contained herein is based only on the Seller's actual knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties and to consider obtaining a home warranty protection plan.

NOTICE: Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, 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.

By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer shall deliver to Seller written notice of the items disapproved as provided in the Contract.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

DocuSign Envelope ID: 749FF558-35BB-49CA-B263-C17F5F3422E5

MARKET CONDITIONS ADVISORY

Document updated:
February 2021

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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.

REALTOR® EQUAL HOUSING OPPORTUNITY

The real estate market is cyclical and real estate values go up and down.

The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

DocuSigned by:
Jennifer Lynn Warner
9B59503F0ED04C1...
SIGNATURE 7/11/2021 MO/DA/YR
Jennifer lynn warner
NAME

DocuSigned by:
Jody Dee Hartsfield
6C51ABC4F42442E...
SIGNATURE 7/19/2021 MO/DA/YR
Jody Dee Hartsfield
NAME

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TRANSACTIONS TransactionDesk Edition

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 8

Land Survey

TITLE SHEET

VERMA ESTATES II

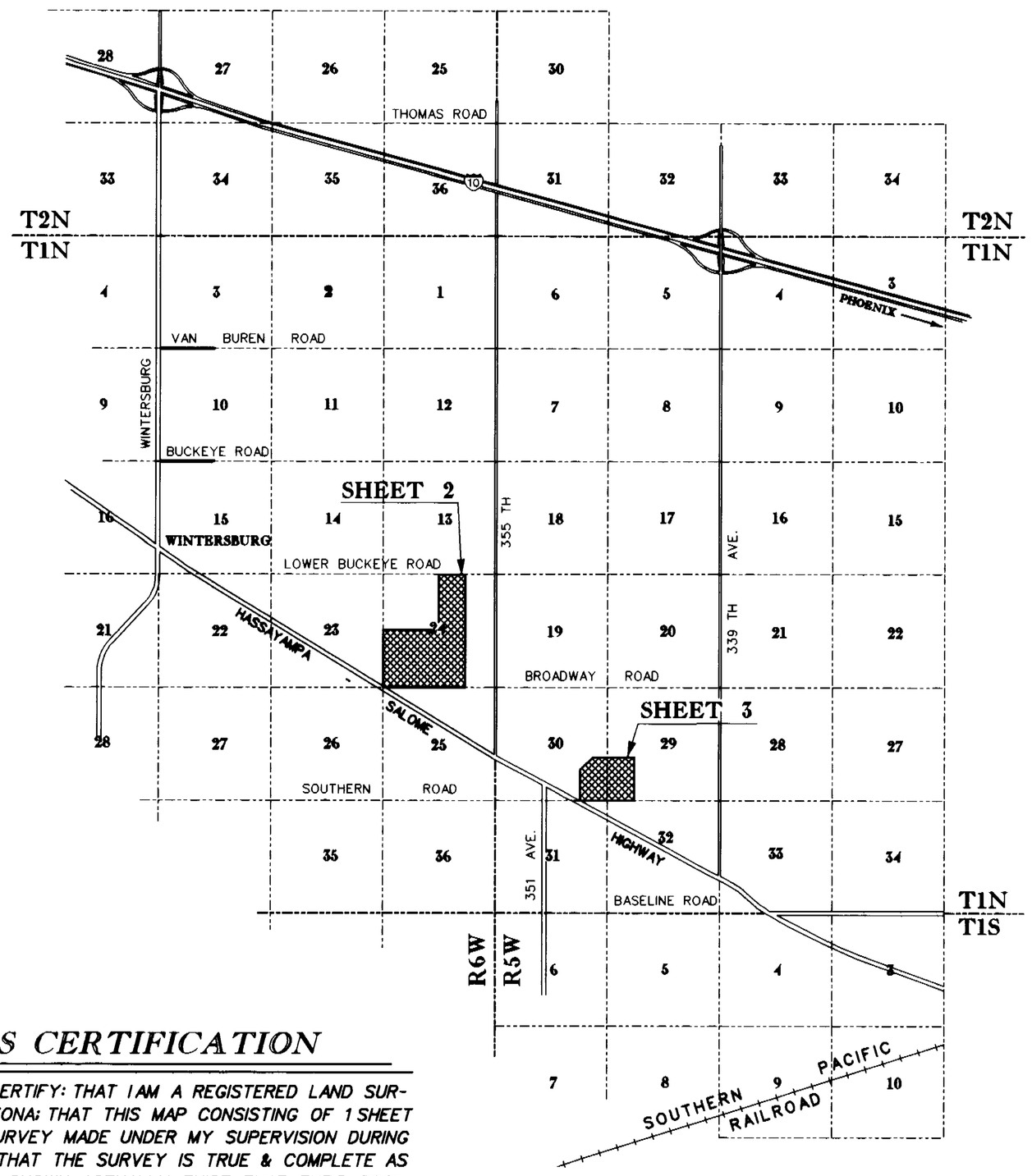
A PORTION OF SECTIONS 29 & 30, TOWNSHIP 1 NORTH RANGE 5 WEST AND SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

BOOK 549 PAGE 10
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2000-0909682
11/29/2000 10:58
ESPERANZA

N

N.T.S.

VICINITY MAP



DEDICATION OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT KULDIP VERMA & BINU VERMA, AS GENERAL PARTNERS OF THE VERMA FAMILY LIMITED PARTNERSHIP, AND KULDIP VERMA & BINU VERMA, AS TRUSTEES OF BINU VERMA PROFIT SHARING TRUST, AS OWNERS HAVE SUBDIVIDED UNDER THE NAME OF " VERMA ESTATES II", A PORTION OF SECTIONS 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, AND SECTION 29 & 30, TOWNSHIP 1 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISH THIS SURVEY OF SAID "VERMA ESTATES II", AND HEREBY DECLARE THAT SAID SURVEY SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE PARCELS AND ROADWAYS CONSTITUTING SAME AND EACH PARCEL SHALL BE KNOWN BY THE NUMBER GIVEN TO EACH RESPECTIVELY ON SAID SURVEY, AND DO HEREBY GRANT TO THE PUBLIC, FOR USE AS ROADWAYS, EASEMENTS AS SHOWN AND PLATTED HEREON AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE PROVIDED FOR THE USES SHOWN HEREON.

IN WITNESS WHEREOF, KULDIP VERMA AND BINU VERMA, HAVE CAUSED THIER NAMES TO BE AFFIXED HERETO DULY AUTHORIZED ON THIS 15TH DAY OF NOVEMBER, 2000

VERMA FAMILY LIMITED PARTNERSHIP,
AN ARIZONA LIMITED PARTNERSHIP

BY: _____
KULDIP VERMA, GENERAL PARTNER

BY: _____
BINU VERMA, GENERAL PARTNER

KULDIP VERMA AND BINU VERMA
TRUSTEES
BINU VERMA PROFIT SHARING TRUST

BY: _____
KULDIP VERMA, TRUSTEE

BY: _____
BINU VEERMA, TRUSTEE

ACKNOWLEDGEMENT:

STATE OF ARIZONA SS
COUNTY OF MARICOPA

BEFORE ME, THIS 15TH DAY OF NOVEMBER 2000, PERSONALLY

APPEARED BEFORE ME, KULDIP VERMA & BINU VERMA,
WHOM AFTER PRESENTATION OF PROPER IDENTIFICATION, EXECUTED THIS INSTRUMENT FOR THE PURPOSES CONTAINED HEREIN.

LINDA EATON
Notary Public, State of Arizona
#20385, Maricopa County
Commission expires July 14, 2003

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATION

I, JAMES A. LOFTIS, HEREBY CERTIFY: THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CONSISTING OF 1 SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF OCT , 2000; THAT THE SURVEY IS TRUE & COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN & THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26404
JAMES A. LOFTIS
DATE SIGNED
ARIZONA, U.S.A.

SHEET 1 OF 3

CONSULTING
LAND SURVEYORS
7122 EAST EARLL DRIVE SCOTTSDALE, AZ 85251
PHONE (480) 990-0545 FAX (480) 994-9097

JOB NO
001008B

549-10

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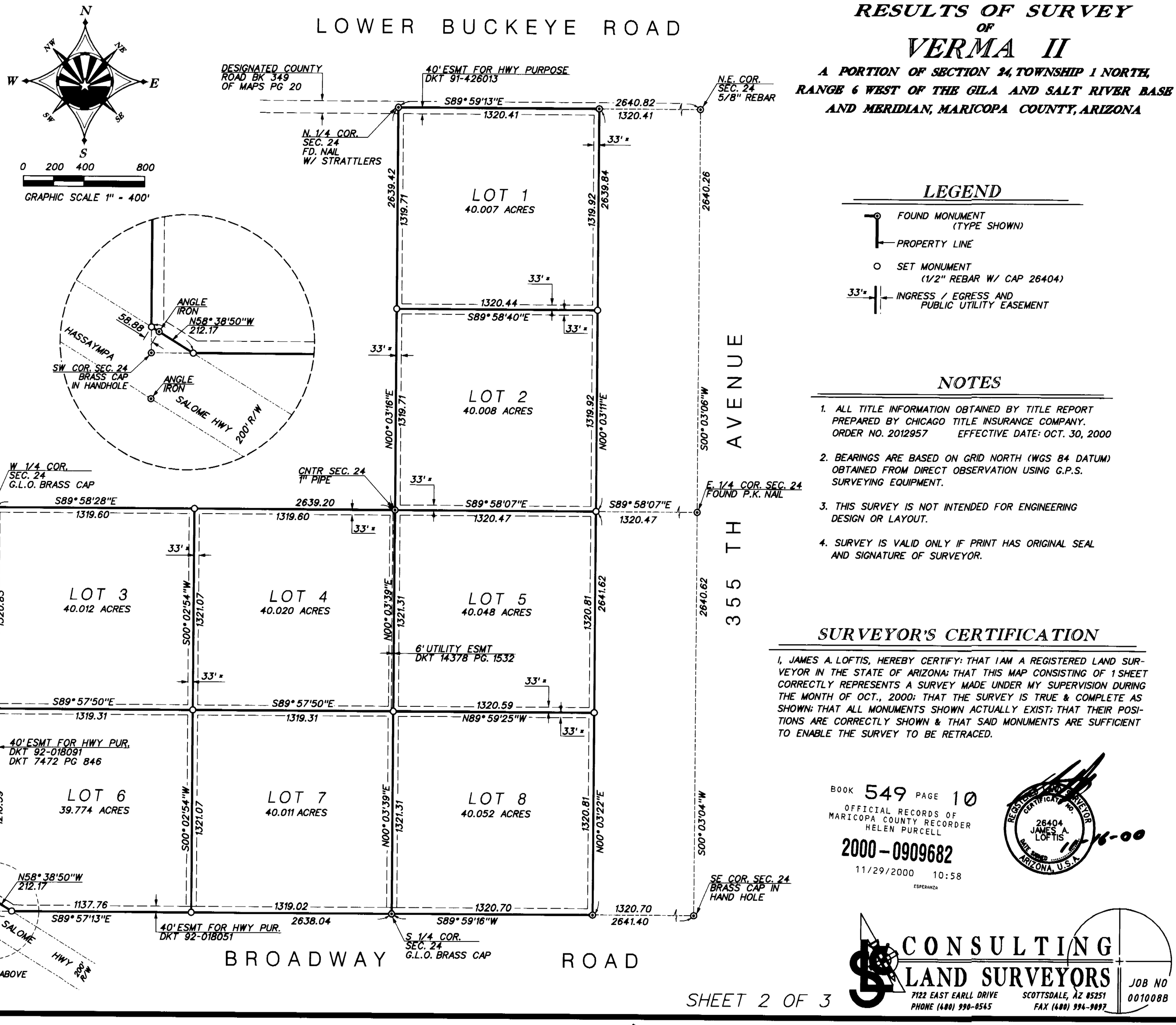
RESULTS OF SURVEY OF VERMA II

A PORTION OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LEGEND

- FOUND MONUMENT (TYPE SHOWN)
- PROPERTY LINE
- SET MONUMENT (1/2" REBAR W/ CAP 26404)
- 33'± INGRESS / EGRESS AND PUBLIC UTILITY EASEMENT

NOTES

1. ALL TITLE INFORMATION OBTAINED BY TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY. ORDER NO. 2012957 EFFECTIVE DATE: OCT. 30, 2000
2. BEARINGS ARE BASED ON GRID NORTH (WGS 84 DATUM) OBTAINED FROM DIRECT OBSERVATION USING G.P.S. SURVEYING EQUIPMENT.
3. THIS SURVEY IS NOT INTENDED FOR ENGINEERING DESIGN OR LAYOUT.
4. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

SURVEYOR'S CERTIFICATION

I, JAMES A. LOFTIS, HEREBY CERTIFY: THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CONSISTING OF 1 SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF OCT., 2000; THAT THE SURVEY IS TRUE & COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN & THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BOOK 549 PAGE 10
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2000-0909682
11/29/2000 10:58
ESPERANZA

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26404 JAMES A. LOFTIS DATE SIGNED 11-16-00 ARIZONA, U.S.A.

CONSULTING LAND SURVEYORS
7122 EAST EARLL DRIVE SCOTTSDALE, AZ 85251
PHONE (480) 990-0545 FAX (480) 994-9097
JOB NO 001008B

549-10

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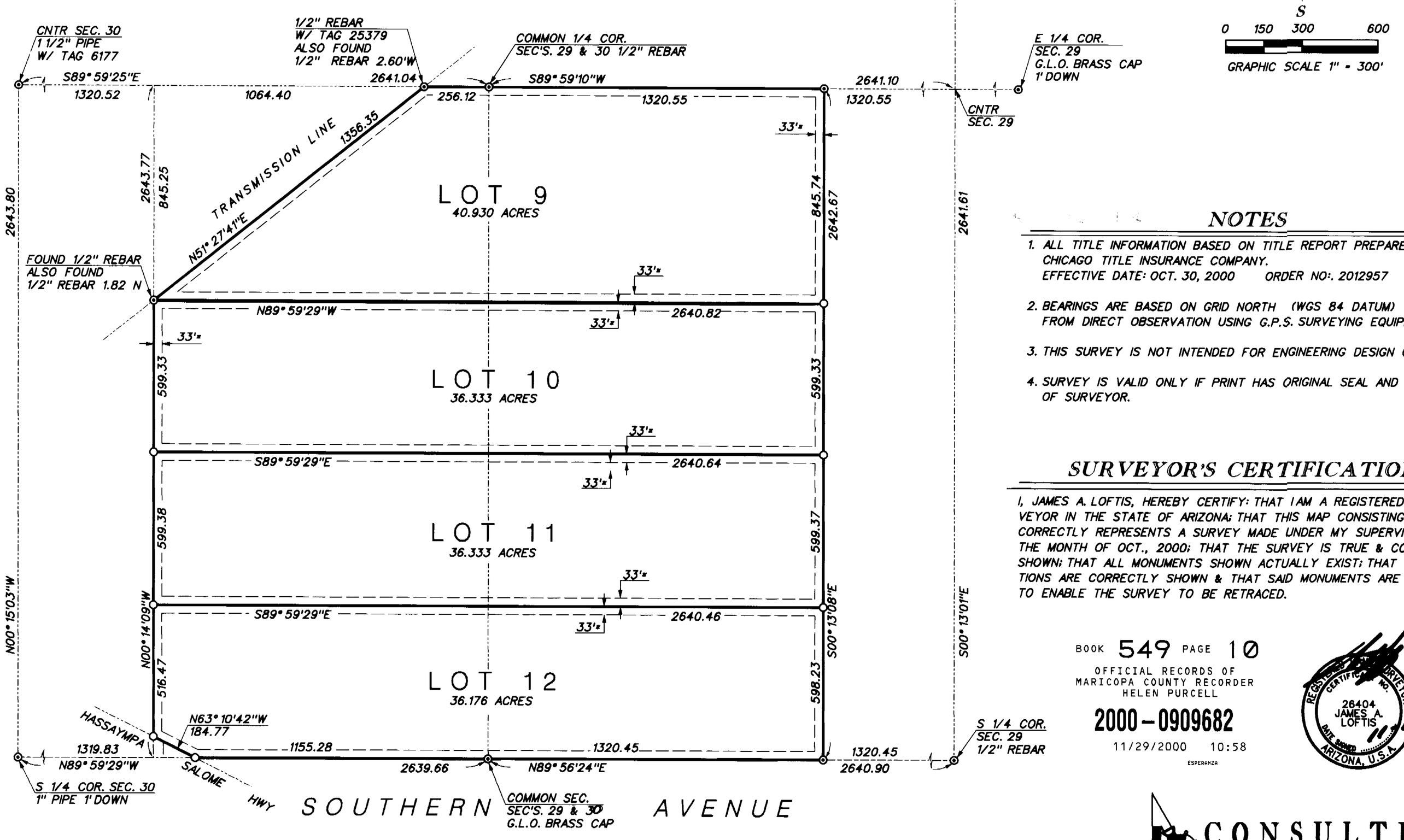
RESULTS OF SURVEY
OF
VERMA II

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

- FOUND MONUMENT (FOUND G.L.O. BRASS CAP UNLESS OTHERWISE NOTED)
- PROPERTY LINE
- SET MONUMENT (1/2" REBAR W/ CAP 26404)
- 33'± INGRESS / EGRESS AND PUBLIC UTILITY EASEMENT



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4. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

SURVEYOR'S CERTIFICATION

I, JAMES A. LOFTIS, HEREBY CERTIFY: THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CONSISTING OF 1 SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF OCT., 2000; THAT THE SURVEY IS TRUE & COMPLETE AS SHOWN; THAT ALL MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN & THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BOOK 549 PAGE 10
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2000-0909682
11/29/2000 10:58
ESPERANZA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26404
JAMES A. LOFTIS
DATE SIGNED 11-15-00
ARIZONA, U.S.A.

CONSULTING
LAND SURVEYORS
7122 EAST EARLL DRIVE SCOTTSDALE, AZ 85251
PHONE (480) 990-0545 FAX (480) 994-9897
JOB NO 001008B

SHEET 3 OF 3

549-10

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jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 9

Shared Well Agreement

Unofficial Document

When recorded mail to
Mary Shuman
1507 E Carriage Lane
Phoenix, AZ 85086

OF
MARI(

2007-0693558 06/15/07 02:52 PM
1 OF 3

MIR MONTESA

DECLARATION OF WATER RIGHTS AND
WELL AGREEMENT
GRANT OF EASEMENTS

1. EFFECTIVE DATE. Effective as of May 29, 2007, the following declaration of Grant of Well Easement Agreement is set forth.

2. LEGAL DESCRIPTIONS:

PARCEL A

A PORTION OF THAT PARCEL RECORDED IN MARICOPA COUNTY RECORDER'S OFFICE IN DEED # 2005-1242935, BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF LOT 2, VERMA II, ACCORDING TO BOOK 549 OF MAPS, PAGE 10, BEING PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, BEING THE CENTER OF SAID SECTION 24, BEING AT 1" OPEN IRON PIPE, FROM WHICH THE EAST ¼ CORNER BEARS SOUTH 89 DEGREES 28 MINUTES 32 SECONDS EAST 2641.03 DISTANT AND BEING A MARICOPA COUNTY BRASS CAP IN HAND HOLE.

THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 660.19 FEET UPON THE SOUTH LINE OF SAID LOT 2,

THENCE NORTH 00 DEGREES 33 MIUTES 24 SECONDS EAST 659.92 FEET TO THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935, BEING A SET 9/16" HEXBAR "LS 21765", ALSO BEING THE POINT OF BEGINNING.

15

THENCE NORTH 00 DEGREES 28 MINUTES 47 SECONDS EAST 330.07 FEET TO A FOUND ½" REBAR WITH CAP "HERSEY LS 11750" AT THE NORTHWEST CORNER OF SAID DEED.

THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST 151.85 FEET, UPON THE NORTH LINE THEREOF, TO A SET 9/16" HEXBAR "LS 21765".

THENCE SOUTH 00 DEGREES 29 MINUTES 48 SECONDS WEST 330.08 FEET, TO A SET 9/16" HEXBAR "LS 21765",

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 151.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 56709 SQUARE FEET OR 1.30 ACRES, MORE OR LESS

SUBJECT TO INGRESS/EGRESS AND UTILITIY EASEMENTS, ALONG THE WEST 20.00 FEET AND THE SOUTH 20.00 FEET THEREOF.

TOGETHER WITH A WELL SITE LOCATED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935;

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THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 303.52 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 10.00 FEET,

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 20.00 FEET,

THENCE SOUTH 00 DEGREES 30 MINUTES 50 SECONDS WEST 10.00 FEET,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH EASEMENTS FOR INGRESS/EGRESS AND UTILITIES ALONG THE SOUTH 20.00 FEET, THE WEST 20.00 FEET AND THE EAST 33.00 FEET OF DEED # 2005-1242935.

PARCEL B

A PORTION OF THAT PARCEL RECORDED IN MARICOPA COUNTY RECORDER'S OFFICE IN DEED # 2005-1242935, BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF LOT 2, VERMA II, ACCORDING TO BOOK 549 OF MAPS, PAGE 10, BEING PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, BEING THE CENTER OF SAID SECTION 24, BEING AT 1" OPEN IRON PIPE, FROM WHICH THE EAST ¼ CORNER BEARS SOUTH 89 DEGREES 28 MINUTES 32 SECONDS EAST 2641.03 DISTANT AND BEING A MARICOPA COUNTY BRASS CAP IN HAND HOLE.

THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 660.19 FEET UPON THE SOUTH LINE OF SAID LOT 2,

Unofficial Document

THENCE NORTH 00 DEGREES 33 MINUTES 24 SECONDS EAST 659.92 FEET TO THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935, BEING A SET 9/16" HEXBAR "LS 21765".

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 151.76 FEET, TO A SET 9/16" HEXBAR "LS 21765", ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 29 MINUTES 48 SECONDS EAST 330.08 FEET, TO A SET 9/16" HEXBAR "LS21765"

THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST 151.85 FEET UPON THE NORTH LINE THEREOF, TO A SET 9/16" HEXBAR "LS 21765",

THENCE SOUTH 00 DEGREES 30 MINUTES 50 SECONDS WEST 330.09 FEET, TO A SET 9/16" HEXBAR "LS21765",

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 151.76 FEET TO THE POINT OF BEGINNING,

CONTAINING 50108 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

SUBJECT TO AN INGRESS/EGRESS AND UTILITY EASEMENT, ALONG THE SOUTH 20.00 FEET THEREOF.

TOGETHER WITH A WELL SITE LOCATION AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 303.52 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 10.00 FEET,

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 20.00 FEET,

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THENCE SOUTH 00 DEGREES 30 MINUTES 50 SECONDS WEST 10.00 FEET,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH EASEMENTS FOR INGRESS/EGRESS AND UTILITIES ALONG THE SOUTH 20.00 FEET, THE WEST 20.00 FEET AND THE EAST 33.00 FEET OF DEED # 2005-1242935.

PARCEL C

A PORTION OF THAT PARCEL RECORDED IN MARICOPA COUNTY RECORDER'S OFFICE IN DEED # 2005-1242935, BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF LOT 2, VERMA II, ACCORDING TO BOOK 549 OF MAPS, PAGE 10, BEING PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, BEING THE CENTER OF SAID SECTION 24, BEING AT 1" OPEN IRON PIPE, FROM WHICH THE EAST ¼ CORNER BEARS SOUTH 89 DEGREES 28 MINUTES 32 SECONDS EAST 2641.03 DISTANT AND BEING A MARICOPA COUNTY BRASS CAP IN HAND HOLE.

THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 660.19 FEET UPON THE SOUTH LINE OF SAID LOT 2,

THENCE NORTH 00 DEGREES 33 MINUTES 24 SECONDS EAST 659.92 FEET TO THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935, BEING A SET 9/16" HEXBAR "LS 21765",

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 323.52 FEET TO A SET 9/16" HEXBAR "LS 21765", ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 330.09 FEET TO A SET 9/16" HEXBAR "LS 21765",

THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST 151.85 FEET, UPON THE NORTH LINE THEREOF, TO A SET 9/16" HEXBAR "LS 21765"

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THENCE SOUTH 00 DEGREES 31 MINUTES 51 SECONDS WEST 330.10 FEET, TO A SET 9/16" HEXBAR "LS 21765",

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 151.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 50109 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

SUBJECT TO AN INGRESS/EGRESS AND UTILITY EASEMENT, ALONG THE SOUTH 20.00 FEET THEREOF.

TOGETHER WITH A WELL SITE LOCATION AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935;

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 303.52 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 10.00 FEET,

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 20.00 FEET,

THENCE SOUTH 00 DEGREES 30 MINUTES 50 SECONDS WEST 10.00 FEET,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH EASEMENTS FOR INGRESS/EGRESS AND UTILITIES ALONG THE SOUTH 20.00 FEET, THE WEST 20.00 FEET AND THE EAST 33.00 FEET OF DEED # 2005-1242935.

PARCEL D

A PORTION OF THAT PARCEL RECORDED IN MARICOPA COUNTY RECORDER'S OFFICE IN DEED # 2005-1242935, BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF LOT 2, VERMA II, ACCORDING TO BOOK 549 OF MAPS, PAGE 10, BEING PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, BEING THE CENTER OF SAID SECTION 24, BEING AT 1" OPEN IRON PIPE, FROM WHICH THE EAST ¼ CORNER BEARS SOUTH 89 DEGREES 28 MINUTES 32 SECONDS EAST 2641.03 DISTANT AND BEING A MARICOPA COUNTY BRASS CAP IN HAND HOLE.

THENCE SOUTH 89 DEGREES 28 MINUTES 41 SECONDS EAST 660.19 FEET UPON THE SOUTH LINE OF SAID LOT 2,

THENCE NORTH 00 DEGREES 33 MINUTES 24 SECONDS EAST 659.92 FEET TO THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935, BEING A SET 9/16" HEXBAR "LS 21765".

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 455.28 FEET, TO A SET 9/16" HEXBAR "LS 21765, ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 00 DEGREES 31 MINUTES 51 SECONDS EAST 330.10 FEET, TO A SET 9/16" HEXBAR "LS 21765",

THENCE SOUTH 89 DEGREES 28 MINUTES 58 SECONDS EAST 184.85 FEET UPON THE NORTH LINE THEREOF, TO A SET 9/16" HEXBAR " LS 21765, BEING THE NORTHWEST CORNER OF DEED # 2005-1242935,

THENCE SOUTH 00 DEGREES 32 MINUTES 52 SECONDS WEST 330.11 FEET, TO A FOUND ½" REBAR, SET TAG "LS 21765",

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 184.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 61004 SQUARE FEET OR 1.40 ACRES, MORE OR LESS.

SUBJECT TO AN INGRESS/EGRESS AND UTILITY EASEMENT, ALONG THE SOUTH 20.00 FEET AND THE EAST 33.00 FEET THEREOF.

TOGETHER WITH A WELL SITE LOCATION AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID DEED # 2005-1242935;

Unofficial Document

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 303.52 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 20.00 FEET TO THE POINT OF BEGINNING,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET,

THENCE NORTH 00 DEGREES 30 MINUTES 50 SECONDS EAST 10.00 FEET,

THENCE SOUTH 89 DEGREES 28 MINUTES 48 SECONDS EAST 20.00 FEET,

THENCE SOUTH 00 DEGREES 30 MINUTES 50 SECONDS WEST 10.00 FEET,

THENCE NORTH 89 DEGREES 28 MINUTES 48 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH EASEMENTS FOR INGRESS/EGRESS AND UTILITIES ALONG THE SOUTH 20.00 FEET, THE WEST 20.00 FEET AND THE EAST 33.00 FEET OF DEED # 2005-1242935.

3. GRANTOR/OWNERS: Verma II 3LLC and Clayton Hull hereby grants, conveys and transfers to Grantees/Buyers their successors, assigns, heirs, executors and administrators an easement for the Well Site Location. Grantor/Owner further grants, conveys and transfers to Grantees/Buyers, their successors, assigns, heirs, executors and administrators non-exclusive easement and right-of-way for water pipelines, water pumping facilities, electrical transmission lines and any and all water pipelines, water pumping facilities, electrical transmission lines and any and all other personal property and equipment reasonably necessary, useful or convenient for the use in connection with the well and water conveyance system located within the well site location and easement location above; The easement granted hereby shall be perpetual, Grantees/Buyers, in consideration for the rights to the Well Site granted herein, agree to pay all of costs of the repairs, maintenance, improvements, operational costs and other expenses relating to the production of water and maintenance of water conveyance system, Grantees/Buyers hereby agree to hold Grantor/Owner harmless from any and all claims of any nature whatsoever occasioned by the construction, operation and maintenance of the Well Site, lines and Grantees/Buyers use of the utility easements, including any court costs and attorneys' fees which may be incurred by Grantor/Owner arising therefrom.

Unofficial Document

4. The parties shall each have access to and use of the well and water produced therefrom provided that the water is used in a reasonable manner consistent with normal domestic water usage subject to the terms of Arizona Department of Water Resources and all reasonable precautions are taken to limit consumption and conserve the water supply; provided, however, in the event that operational experience demonstrates that sufficient water can not be produced from the well to meet the normal domestic water usage on all four(4)

parcels then each parcel shall be entitled to 25% percent of the amount of water which can be safely withdrawn from the well on a long term basis.

5. It is agreed between the parties that water obtained from this well cannot be made available to property other than Parcel A and Parcel B and Parcel C and Parcel D. In addition, to the single family residencies together with their barns, shops, garages, other similar buildings, pools and landscaping can be served with water from the well.

6. Each party shall be responsible for twenty-five(25%) percent of the total cost of any common improvements to the well. Each party also agrees to be responsible for twenty-five (25%) percent of the total cost of any main pump or Well repair due to break down, theft vandalism, etc. Any party(s) may pay the entire amount of any such improvement or repair and seek reimbursement from the other parties. Said reimbursement is to be based on actual amounts from paid receipts and is to include no charge, for interest, unless a bona fide bill has been delivered and remains unpaid for a period of thirty (30) days, the non-paying party(s) shall have no right to receive water until said reimbursement is made. In addition, party(s) paying for the improvement or repair will have the right to place a lien for the amount of said reimbursement, including interest if any, on the parcel(s) of the party(s) that have not made said reimbursement within the thirty-day period.

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7. Any party(s) planning to construct any improvements or effect any repairs costing more than $100.00 shall first notify and consult with the other party(s) as to the advisability of the expenditure. Costs incurred without 48 hour advance notice and opportunity for consultation shall not be reimbursable, except for cases of required emergency repairs involving potential danger to the public or the individual party(s).

8. Any party may construct an additional well on their parcel and at their sole expense, provide that:

   (a) The additional well is constructed and maintained in compliance with all federal, state, county and

municipal laws and ordinances then in effect or thereafter enacted;

(b) No more than one residence may be served on any parcel; and

(c) Such water use from the additional well comply with any and all conservation requirements, promulgated by the Arizona Department of Water Resources or its successors agency. Provided further, all parties shall waive any objections they may have under the Department of Water Resources Well Spacing Regulations as long as sufficient proof is provided that the proposed additional well will not impair the ability of the existing well to produce sufficient water to meet the current and future demands of the remaining parties to this Agreement.

9. Each party agrees to pay "twenty-five (25%) percent of any pump taxes, reporting fees, property taxes, whether real or personal, and any other obligations arising by virtue of ownership of the well or withdrawal of groundwater. Any party(s) may pay the entire amount of any such assessment said seek reimbursement from the other party(s). If said taxes, reporting fees, property taxes, etc. remain unpaid for more than thirty days after notice, the non-paying party(s) shall have no right to receive water until said reimbursement is made. In addition, party(s) paying the pump taxes, reporting fees, property taxes, etc. will have the right to place a lien for the amount of said reimbursement, including interest at the annual rate of 10% of the unpaid balance, on the parcel(s) of the party(s) that have not made said reimbursement within the thirty day period.

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10. It is acknowledged and understood by the parties that it is the intention of the seller to construct the well on Parcels B & C. In addition it is agreed by the parties that any cost or liability arising from the well will in no way depend on which Parcel or Parcels the well is physically located. For Arizona Department of Water Resources purposes only, it is agreed between the parties that the Well ownership be registered in the name of the owner, or their respective heirs, assigns or successors, of Parcels B & C.

11. Parties agree that within thirty (30) days from the date each new resident takes possession of their said Parcel after water exits the Well the pressure/distribution system at the wellhead, separate identical water meters will be installed for the purpose of measuring each party's individual water usage. All costs including purchase, installation, maintenance, upkeep and repair of these individual water meters and of the individual water service lines from the Parcel A. Parcel B, Parcel C and Parcel D are to be paid for by the individual parties.

12. Parties agree that a separate electrical meter will be installed to serve the main well pump. The electrical costs associated with this main well pump will be divided and paid for in the same proportion as the amount of water used by the individual parties as shown on the individual identical water meters referred to in item number eleven of this agreement. Any party(s) may pay the entire amount of any such electrical costs and seek reimbursement from the other party(s). If said bill remains unpaid for more than thirty days after notice the non-paying party(s) shall have, no right to receive water until said reimbursement is made. In addition, party(s) paying the electrical costs will have the right to place a lien for the amount of said reimbursement, including interest at the rate of 10% of the unpaid balance on the parcel(s) of the party(s) that have not made said reimbursement within the thirty day period. In addition, the first party using water from the well will have the electrical meter placed in their names and address for the purpose of Arizona Public Service Company records and billing.

Unofficial Document

13. All rights said and obligations under this Agreement shall be binding upon inure to the benefit of the successors and assigns of the party(s). All rights and agreements run with the land and shall apply to any and all persons hereinafter acquiring any interest in Parcel A, Parcel B, Parcel C or Parcel D.

14. If any provision of Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect; provided that such severance shall be without prejudice to the right of the party adversely affected thereby to obtain appropriate

recompense and/or reformation as a consequence thereof; and provided further that the parties shall promptly and in good faith negotiate equitable adjustments to ensure that any party adversely affected by such severance is appropriate, made whole for such adverse affect and that the mutual intent of the parties may be served.

15. The parties agree that the prevailing party(s) in any legal action taken by one or all of the owners of Parcel A, Parcel B, Parcel C, or Parcel D to enforce this Agreement against each other is entitled to reimbursement for all costs and reasonable attorneys' fees.

16. Each party hereto agrees to do all such things and take all actions and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this agreement. Without limiting the generality of the foregoing, each party specifically agrees to cooperate in good faith in processing promptly any applications, permits or reports required by administrative agencies with jurisdiction over the Well and to take such action as may be necessary to remain in compliance with all legally enforceable regulations.

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17. Any Notices required under this Agreement shall be given by one of the following acceptable methods:

    a) Mailed via United States Mail Certified Return Receipt; or
    b) Personal delivery; or
    c) Overnight delivery service.

    To the following address, which will be provided to the pertinent parties at the close of each escrow:

    In the event delivery cannot be made, delivery will be deemed to have been made two days after deposit or attempted delivery. Any party may change address by providing notice as set forth above.

18. The Parties agree that, if so desired by three out of four of the owners of Parcel A, Parcel B, Parcel C and Parcel D, a reserve account may be established in an interest-bearing account for the purpose of maintaining

an amount not to exceed $2,000.00, excluding interest, for repairs, maintenance or power costs of the Well. Contributions to this account would be in the same percentage basis equal to the party's respective percentage of undivided interest in the Well.

19. The Parties agree that Verma II 3 LLC and Clayton Hull has provided a Well with adequate water supply pursuant to Maricopa County/State of Arizona requirements, and a new pumping and pressure/distribution system adequate to service the four above described parcels per Maricopa County/State of Arizona requirements, at the wellhead, that is sufficient to serve Parcel A, Parcel B, Parcel C and Parcel D, and that all Well improvements were done in an acceptable manner to the parties. All warranties on said Well and pumping and pressure/distribution system are hereby transferred to the owners of Parcel A, Parcel B, Parcel C and Parcel D. Further parties agree to release Verma II 3LLC and Clayton Hull and their agents from any future cost or liability concerning the operation or sufficiency of water supply for the Well and related equipment, unless such cost or liability arises out of Verma II 3LLC and Clayton Hull or their ac[Unofficial Document] negligence or willful misconduct.

20. This agreement may not be modified, changed or rescinded until such time that all four parcels have been sold transferred or assigned by Verma II 3 LLC & Clayton Hull and any deeds of trusts created in any conveyance by Verma II 3 LLC & Clayton Hull have been reconveyed to the trustor.

21. At such time that the four parcels have been sold transferred or assigned and any deeds of trust have been reconveyed by Verma II 3 LLC & Clayton Hull, this Agreement may be modified and/or changed in writing if signed by all parties hereto or their respective heirs, assigns or successors.

22. The Laws of the State of Arizona shall govern this Agreement.

Signature page/pages follow

SIGNATURE PAGE

Verma II 3 LLC- Mary Shuman — 6/12/07 date

Verma II 3 LLC- Shirley Prouty — 6/12/07 date

Clayton Hull — 12 JUNE 07 date

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

ACKNOWLEDGE BEFORE ME BY MARY SHUMAN VERMA II-3 LLC
SHIRLEY PROUTY VERMA II-3 LLC
CLAYTON HULL, THE GRANTOR,
THIS DAY 12TH OF JUNE 2007

Unofficial Document

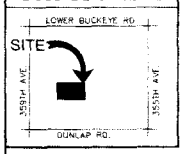
NOTARY PUBLIC

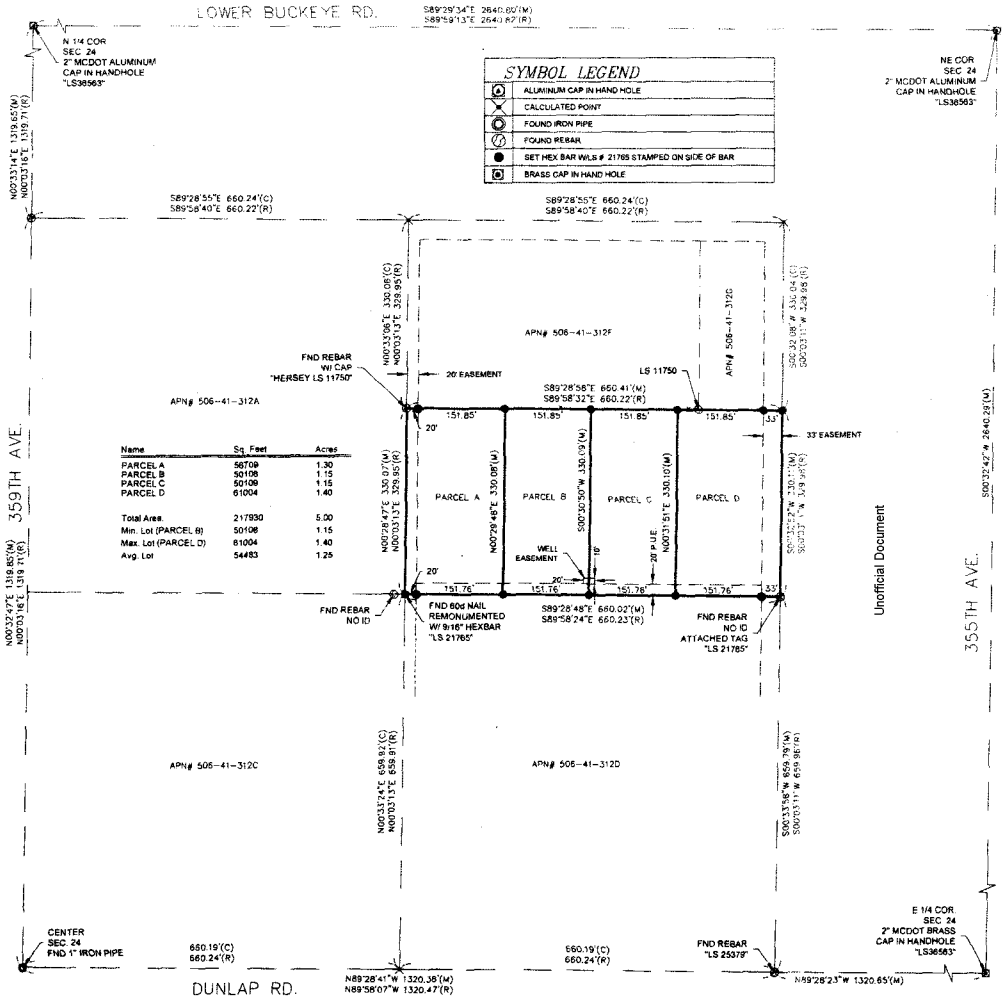
MY COMMISSION EXPIRES: 12-28-2010

SHERRY MCDONALD
Notary Public - Arizona
Maricopa County
My Commission Expires
December 28, 2010

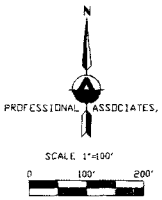
PROPOSED LOT SPLIT
PART OF THE NE 1/4, OF SECTION 24 TOWNSHIP 1 NORTH, RANGE 6 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

VICINITY MAP





Name	Sq. Feet	Acres
PARCEL A	56709	1.30
PARCEL B	50108	1.15
PARCEL C	50109	1.15
PARCEL D	61004	1.40
Total Area.	217930	5.00
Min. Lot (PARCEL B)	50108	1.15
Max. Lot (PARCEL D)	61004	1.40
Avg. Lot	54483	1.25



GENERAL NOTES

1. MONUMENTS FOUND DURING THIS FIELD SURVEY WERE ACCEPTED UNLESS OTHERWISE NOTED HEREIN.
2. INTENDED USE FOR THIS DRAWING IS TO OUTLINE A NEW PARCEL TO BE CREATED UPON PROPER APPLICATION.
3. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS SURVEY MAKES NO WARRANTY AS TO THE EXISTENCE OF ANY ADDITIONAL EASEMENTS OF RECORD AND/OR RESTRICTIONS TO AFFECTED PARCELS.
4. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING ANY UTILITY OR PUBLIC SERVICE FACILITY.
5. CURRENT MINERAL CLAIMS ON LANDS SHOWN IN THIS SURVEY ARE NOT KNOWN TO THIS SURVEYOR.
6. IT IS RECOMMENDED THAT THE CLIENT RETAIN LEGAL CONSULTATION TO THOROUGHLY EXAMINE TITLE FOR ANY CLAIMS, DEFECTS OR LIABILITY UNDISCLOSED BY THIS SURVEY.
7. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED AT THE SURVEY DATE WITH IT'S ORIGINAL SEAL TO ENSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER ENSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE.
8. THIS SURVEY WAS PERFORMED USING GPS (GLOBAL POSITIONING SYSTEMS) TO OPTIMIZE THE RELATIVE POSITIONING OF FOUND CORNERS. EXTREME CARE HAS BEEN TAKEN TO PRODUCE SURFACE MEASUREMENTS OF THE MONUMENTS FOUND.
9. BASIS OF BEARING: WGS84. DERIVED FROM GPS MEASUREMENTS.
10. PARENT PARCEL: "PARCEL 3" OF LOT 2 IN VERMA II, A RECORD OF SURVEY RECORDED IN BOOK 589, PAGE 36 (MCR); BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF VERMA II, A SURVEY RECORDED IN BOOK 549, PAGE 10 (MCR). (APN# 506-41-312E)
11. EASEMENTS SHOWN ARE PER RECORD OF SURVEY, BOOK 589, PAGE 36 (MCR).

ABBREVIATIONS LEGEND

SEC	SECTION
T.# R.#	TOWNSHIP # RANGE #
G.& S.R.M.	GILA & SALT RIVER MERIDIAN
REC No	RECORDER'S NUMBER
DKT # PG #	DOCKET # PAGE #
MCR	MARICOPA COUNTY RECORDER
GLO	GENERAL LAND OFFICE
BLM	BUREAU OF LAND MANAGEMENT
LS	LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
(R)	RECORD DATA; RECORD OF SURVEY, BK 589, PG 36 (MCR)
(M)	MEASURED DATA
(C)	CALCULATED DATA
APN	ASSESSOR'S PARCEL NUMBER
P.U.E.	PUBLIC UTILITY EASEMENT
FND	FOUND
+/-	MORE OR LESS
#	SCHEDULE "B" EXCEPTION ITEM NUMBER PER TITLE REPORT
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
MCHD	MARICOPA COUNTY HIGHWAY DEPARTMENT
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
R/W	RIGHT OF WAY

BOOK 804 PAGE 22
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2006-0032995
01/31/2006 01:34 PM

STATEMENT

I HAROLD N. EPPERSON, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, STATE THAT THIS SURVEY & PLAT WAS COMPLETED UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS FOUND OR SET ARE CORRECTLY SHOWN.

21765 HAROLD N. EPPERSON 12-06-05 REGISTERED LAND SURVEYOR

Prepared for: CLAY HULL
Owner: MARY SHUMAN & SHIRLEY PROUTY
Address: 1507 EAST CARRIAGE LANE
PHOENIX, ARIZONA 85086
Phone:

1920 W. Peoria Ave.
Phoenix, Arizona 85029
Phone:(602) 906-0020
Fax:(602) 906-0019

ATEAM

RECORD OF SURVEY

PART OF THE SW 1/4, OF THE NE 1/4, OF SEC. 24, T1N, R6W, G&SRM, MARICOPA COUNTY, ARIZONA.

Drn.: J MALEK
Ck'd: H.EPPERSON
Scale: 1"= 100'
Date: 12/06/05 Job No: 1622
Sheet 1 of 1

20070693558

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section10

Septic Inspection

ADEQ Arizona Department of Environmental Quality

REPORT OF INSPECTION
OF AN ON-SITE WASTEWATER TREATMENT FACILITY

1 PROPERTY INFORMATION (*All fields are required*)

Address 2812 S. 357th. Ave. County Maricopa

Tax Parcel No.

City Tonopaha, Az. Zip ☒ Residential property ☐ Non-residential property

2 CURRENT OWNER INFORMATION (*All fields are required*)

Name

Mailing Address

City State Zip

3 INSPECTOR INFORMATION (*All fields are required*)

Inspector Name Jose Nunez NAWT Inspector No. 13327ITC

Company Name Duck's Septic Pump & Install, Inc.

Address 826 E. Monroe Ave.
Buckeye, AZ. 85326

Phone No. (623)386-4112 Fax (623)594-2856 Email support@duckspumping.com

4 INSPECTOR QUALIFICATIONS (*Inspectors must fill out Section A, and check at least one box in Section B*)

A. Coursework requirement

Name of ADEQ-approved Course: NAWT Inspector Training & Certification

City where Course was taken Casa Grande, AZ Date Completed: August, 2018

B. License/Registration (*check at least one box*)	**Registration/ License No.**	**Expiration Date**
☒ Owner of a vehicle with a Human Excreta Collection and Transportation License (a Septage Hauler license), issued pursuant to A.A.C. R18-13-1103. Check one: ☒ Owner of license; ☐ Employee of licensed owner	0034	Nov. 2019
☐ Wastewater Treatment Plant Operator licensed pursuant to A.A.C. R18-5 -101 through 116 (indicate type): ☐ Grade 1; ☐ Grade 2; ☐ Grade 3; ☐ Grade 4		
☐ Arizona Registered Sanitarian		
☐ Arizona Professional Engineer		
☒ Licensed Contractor (indicate type): ☒ Residential B-4 or C-41; ☐ Commercial A, A-12, or L-41; or ☐ Dual KA or K-41	139467	Oct. 2020
☐ A person qualifying under another category designated by the Department (describe)		

5 DOCUMENTS CONSULTED (*Answer as applicable*)

Were facility permit, construction and/or operational records available? ☒ No ☐ Yes (indicate below)

A) ☐ Yes ☒ No Discharge Authorization (or Verification) issued on or after January 1, 2001 pursuant to R18-9-A301(D)(2)(c). If yes, indicate agency File No: _____ and date issued _____

B) ☐ Yes ☒ No Approval of Construction issued by ADEQ or its delegated County agency before January 1, 2001. If yes, indicate agency File No. _____ and date issued _____

C) ☐ Yes ☒ No Site plan, plot plan, "as-built" drawings, or similar documents (describe): _____

D) ☐ Yes ☒ No Documents relating to operation and maintenance (alternative systems)

E) ☐ Yes ☒ No Other (describe): _____

6 SITE AND USAGE INFORMATION (*All fields are required*)

A) Domestic Water Source:
- ☐ Municipal System
- ☐ Private Water Company
- ☒ Shared Private Well
- ☐ Individual Private Well
- ☐ Hauled Water
- ☐ No Water

B) Approximate Property Size: 1.17 ☐ Square Feet ☒ Acres

C) Use of Property:
- ☒ Dwelling or Other Residential
- ☐ Other (describe): _____

D) Occupancy/Use:
- ☐ Full Time
- ☐ Seasonal/Part time: About____% of year
- ☐ Intermittent
- ☒ Vacant
- ☐ Unknown

If dwelling, number of bedrooms: ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 or more.

Number of on-site systems in use on this property?
- ☒ One (most common)
- ☐ More than one (indicate number): ____

Note: If more than one on-site system is in use on this property, a *Report of Inspection* form should be completed for each system.

E) Estimated Design Flow: 600 gallons per day

Basis for design flow (check either 1 or 2):
- ☐ 1) Designated in permitting documents issued on or after January 1, 2001
- ☒ 2) Calculated or estimated based on (check one):
  - ☒ For a dwelling, number of bedrooms times 150 gallons per day per bedroom
  - ☐ For a dwelling, fixture count as tabulated in A.A.C. R18-9-A314(4)(a)(i)
  - ☐ If not a dwelling, summation of unit flows from Table 1, Unit Design Flows (AAC. R18-9-E323)
  - ☐ Other (describe): _____

F) Evaluation of actual flow versus the design flow indicated in E:
- ☒ Actual flow does not appear to exceed design flow
- ☐ Actual flow may exceed design flow due to:
  - ☐ Number of occupants (high occupancy)
  - ☐ Bedroom count (actual number of bedrooms appears greater than number upon which original design may have been based)
  - ☐ Fixture count
  - ☐ Water meter/usage records
  - ☐ Other (describe): _____
- ☐ Unknown or could not be determined

G) Strength of sewage received by on-site wastewater treatment facility:
- ☒ Appears representative of typical residential sewage strength
  Includes waste from kitchen garbage disposal?
  ☐ Yes ☐ No ☒ Unknown or could not be determined.
- ☐ Appears to exceed strength of typical residential sewage because _____
- ☐ Appears to be weaker than typical residential sewage because _____
- ☐ Unknown or could not be determined

7 GENERAL TREATMENT AND DISPOSAL WORKS INFORMATION (*Complete either Section A or Section B*)

The system consists of the following treatment and disposal technologies (check either column A or column B, and all applicable boxes in the selected column that describe the overall system).

SECTION A

☐ A) System constructed or authorized for Construction **BEFORE** January 1, 2001

☐ **Conventional Septic Tank System**
- ☐ Septic Tank
- ☐ Disposal Trench
- ☐ Disposal Bed
- ☐ Disposal by Chamber Technology
- ☐ Disposal by Seepage Pit
- ☐ Other:

Alternative Systems (check all that apply)
- ☐ Composting Toilet System
- ☐ Pressure Distribution System
- ☐ Gravelless Trench
- ☐ Natural Seal Evapotranspiration Bed
- ☐ Lined Evapotranspiration Bed
- ☐ Wisconsin Mound
- ☐ Engineered Pad System
- ☐ Intermittent Sand Filter
- ☐ Peat Filter
- ☐ Textile Filter
- ☐ Denitrifying System Using Separated Wastewater Streams (e.g., RUCK®)
- ☐ Sewage Vault
- ☐ Aerobic System
- ☐ Nitrate-Reactive Media Filter
- ☐ Cap System
- ☐ Constructed Wetland
- ☐ Sand-Lined Trench
- ☐ Disinfection Devices
- ☐ Surface Disposal
- ☐ Subsurface Drip Irrigation Disposal
- ☐ Design flow is 3,000 gpd or more
- ☐ Other _____

Date of Construction: _____
Based on:
- ☐ Permitting documentation
- ☐ Other documentation
- ☐ Estimated
- ☐ Unknown Construction Date

SECTION B

☒ B) System authorized for construction **ON OR AFTER** January 1, 2001

☒ **GP 4.02 Conventional Septic Tank/ Disposal System**
- ☒ Septic Tank
- ☐ Disposal Trench
- ☐ Disposal Bed
- ☐ Disposal by Chamber Technology
- ☐ Disposal by Seepage Pit

Alternative Systems (check all that apply)
- ☐ GP 4.03 Composting Toilet System
- ☐ GP 4.04 Pressure Distribution System
- ☐ GP 4.05 Gravelless Trench
- ☐ GP 4.06 Natural Seal Evapotranspiration Bed
- ☐ GP 4.07 Lined Evapotranspiration Bed
- ☐ GP 4.08 Wisconsin Mound
- ☐ GP 4.09 Engineered Pad System
- ☐ GP 4.10 Intermittent Sand Filter
- ☐ GP 4.11 Peat Filter
- ☐ GP 4.12 Textile Filter
- ☐ GP 4.13 Denitrifying System Using Separated Wastewater Streams
- ☐ GP 4.14 Sewage Vault
- ☐ GP 4.15 Aerobic System
- ☐ GP 4.16 Nitrate-Reactive Media Filter
- ☐ GP 4.17 Cap System
- ☐ GP 4.18 Constructed Wetland
- ☐ GP 4.19 Sand-Lined Trench
- ☐ GP 4.20 Disinfection Device
- ☐ GP 4.21 Surface Disposal
- ☐ GP 4.22 Subsurface Drip Irrigation Disposal
- ☐ GP 4.23 Design flow from 3,000 to less than 24,000 Gallons Per Day (4.23 GP)

Date of Discharge Authorization for system (or Verification if issued from 1/1/2001 through 12/11/2005):
_____

C) Date of last inspection and/or pumping of septic tank: _____ / _____ / _____ ☒ Unknown

D) Repairs or alterations to the facility since original installation? ☐ Yes ☐ No ☒ Unknown

E) Is facility currently being serviced under a maintenance contract? ☐ Yes ☐ No ☒ Unknown

8 SEPTIC TANK INSPECTION AND PUMPING INFORMATION *(for Conventional Septic Systems or Alternative Systems that use a Septic Tank)*

A) Was the septic tank pumped as part of this inspection? ☒ Yes ☐ No
If No, septic tank was not pumped because:
☐ The septic tank was put into service less than 12 months before inspection
☐ Pumping or servicing was not necessary at the time of inspection based on manufacturer's written operation and maintenance instructions (applicable only to alternative technologies).
☐ No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems with little use).
Additional Information: _____

B) Septic tank material: ☒ Pre-cast concrete ☐ Fiberglass ☐ Plastic ☐ Other: _____
☐ Could not be determined

C) Liquid level in septic tank before pumping:
☒ Normal ☐ Below normal ☐ Above normal ☐ Could not be determined

D) Access openings in septic tank: ☐ One ☒ Two ☐ Three ☐ None ☐ Other (describe) _____

E) Number of compartments in septic tank: ☐ One ☒ Two ☐ Other (describe) _____

F) Depth of soil cover over tank access port or riser: 36" to Tank inches or _____ feet

G) Septic tank risers: ☐ Present ☒ Not present

H) Capacity of septic tank: 1,500 gallons
Based on:
☐ Measurements/dimensions of tank ☐ Volume Pumped ☒ Estimate
☐ Capacity could not be determined

I) Scum/Sludge (measured before pumping):
i) Tank depth (air-liquid interface to bottom of tank: ____ ft 72 inches
ii) Primary (upstream) chamber: Scum depth 4 inches, Sludge depth 7 inches
iii) Secondary (downstream) chamber: Scum depth 3 inches, Sludge depth 5 inches

J) Baffle or sanitary "T" material: ☐ Pre-cast concrete ☐ Fiberglass ☒ Plastic ☐ Clay
☐ Other: _____

K) Condition of baffles and sanitary "Ts":

i) Inlet baffle or "T":	☒ Functional	☐ Not functional	☐ Not present	☐ Not determined
ii) Outlet baffle or "T":	☒ Functional	☐ Not functional	☐ Not present	☐ Not determined
iii) Interior baffle:	☒ Functional	☐ Not functional	☐ Not present	☐ Not determined

L) Is there evidence of leakage into septic tank (infiltration)? ☐ Yes ☒ No ☐ Could not be determined

M) Is there evidence of leakage out of the septic tank (exfiltration)? ☐ Yes ☒ No
☐ Could not be determined

N) Is there evidence of : ☐ Root invasion ☐ Cracks in tank ☐ Damaged lids or risers
☒ Other (describe): N/A

O) Is a sewer line cleanout present between building drain and septic tank? ☒ Yes ☐ No
☐ Not determined

P) Effluent filter: ☒ Present ☐ Not present ☐ Could not be determined ☒ Filter serviced.

Q) Repairs or other maintenance done to **septic tank** as part of this inspection? ☒ No ☐ Yes
(describe at Item 12B)

9 DISPOSAL WORKS INSPECTION (*All fields are required*)

A) Disposal is by:
- ☐ Trench
- ☐ Bed
- ☐ Chamber Technology
- ☐ Seepage Pit
  No. of pits _____ ☐ Unknown
- ☐ Alternative disposal works technology (provide further details in Item 10E)
- ☒ Unknown or could not be determined

B) Is there evidence of disposal works malfunction? ☒ No ☐ Yes (check all applicable conditions observed):
- ☐ Wet areas
- ☐ Unusual green/lush vegetation
- ☐ Sewage smell
- ☐ Liquid discharges on surface
- ☐ Discharge pipes of unknown origin
- ☐ Impaired hydraulic capacity (backups)
- ☐ Erosion encroachment, eroded/damaged containment berm or drainage control feature
- ☐ Other (describe): _____

C) Any structural or drainage problems?: ☒ No ☐ Yes (check all applicable conditions observed):
- ☐ Localized surface settling
- ☐ Apparent root invasion
- ☐ Animal damage
- ☐ Other (describe): _____

D) Diversion valve or distribution box present? ☐ No ☒ Not determined ☐ Yes
If yes: Type of component:
Opened for inspection? ? ☐ Yes ☐ No
Operational status? ☐ Functioning properly ☐ Not functioning properly
☐ Could not be determined (describe): _____

E) Are inspection ports present in disposal works? ☐ No ☐ Yes ☒ Not determined
i) If yes, number of functional ports: _____
ii) If yes, indicate depth (in inches) from top of each port to:

	Port 1	Port 2	Port 3	Port 4
Bottom of Port				
Wastewater (liquid) surface				

F) Is a reserve disposal area available? ☐ Yes ☐ No ☒ Unknown or could not be determined

G) Repairs or other maintenance done to **disposal works** as part of this inspection? ☒ No ☐ Yes (describe in Item 12B)

10 ALTERNATIVE SYSTEMS INSPECTION (ADDENDUM– COMPONENTS AND APPURTENANCES)

A) Are there wastewater-containing tanks or vessels other than a septic tank? ☒ No ☐ Yes
If yes, were tank(s) or vessel(s) pumped as part of this inspection?
☐ Yes
☐ No, because the tank or vessel was put into service less than 12 months before inspection.
☐ No, because pumping or servicing was not necessary at the time of inspection based on manufacturer's written operation and maintenance instructions.
☐ No, because no accumulation of floating or settled waste was present in tank(s) or vessel(s).

B) Is there a pump or pumps? ☐ No ☐ Yes (number) ___ ☐ Not determined

C) Are there system controls (switches, alarms, fluid level controls, etc.)? ☐ No ☐ Yes ☐ Not determined
i) If yes, system settings were:
☐ Checked ☐ Not checked ☐ Adjusted (describe): _____

D) Are there other mechanical components or appurtenances? ☐ Yes ☐ No ☐ Not determined
i) If yes, describe mechanical components and appurtenances: _____

E) Are there any disposal works components other than trench, bed, chamber technology, or seepage pit?
☐ No ☐ Not determined ☐ Yes (describe): _____

F) Describe any tests conducted, maintenance performed (other than pumping or adjustments of system controls), or repairs completed to any of the treatment or disposal components or appurtenances addressed in this Section:
_____

G) Repairs or other maintenance done to **components/appurtenances** as part of this inspection? ☒ No ☐ Yes (describe in Item 12B)

11 OTHER COMMENTS

Concrete tank settled toward leach, functioning as is might have problem in the future. Ton's of wipes, hard time pumping.
It is impossible to determine the longevity of a leach field/pit.

12 INSPECTION SUMMARY (*Check All That Apply*)

☒ A) Physical and operational condition of the on-site wastewater treatment facility, at time of inspection, appears to be:
☐ **Functional** ☒ **Functional with concerns** ☐ **Not Functional**

☐ B) Repairs were made as part of this inspection (describe): _____

☐ C) Repairs are recommended (describe): _____

13 INSPECTOR'S CERTIFICATION (*Required*) Please Read Carefully.

I have inspected the physical and operational condition of the on-site wastewater treatment facility serving this property on the date indicated below. I have completed this *Report of Inspection* to the best of my knowledge, and have based the information contained in this form on observations and work performed at the time of inspection. However, this *Report of Inspection* does not imply nor guarantee any future performance of this facility in any way.

Inspector's Signature _____ Date of Inspection: 10/29/21
Jose Nunez

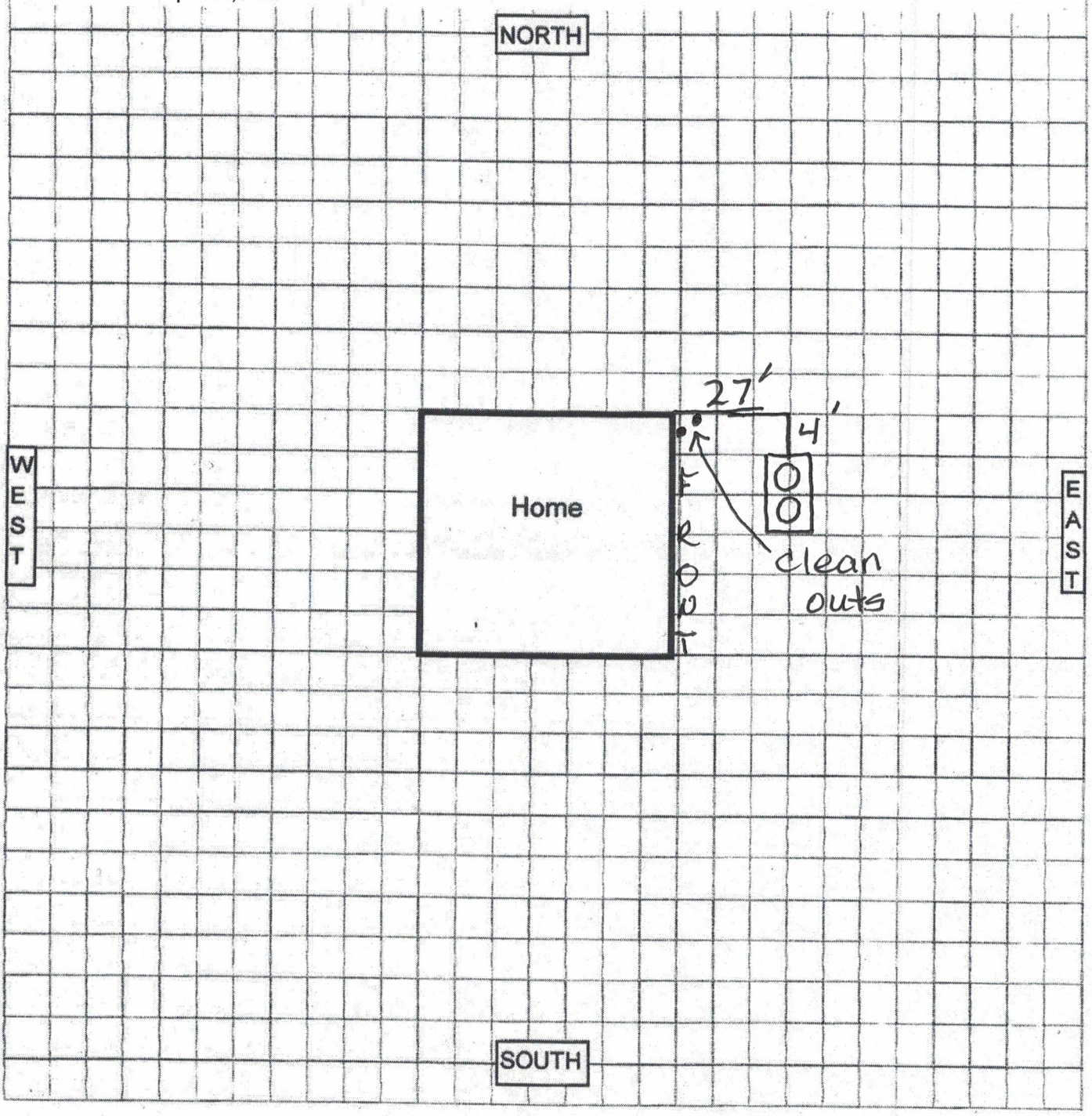
NOTE TO BUYER:

Within 15 calendar days after the date of property transfer, the Buyer shall submit a complete *Notice of Transfer* form (http://www.azdeq.gov/environ/water/permits/download/presale.doc) for the change of ownership, and file it with the applicable agency indicated in the *Notice of Transfer* instructions. Information from this *Report of Inspection* form is needed to fill out the *Notice of Transfer* that must be submitted by the Buyer.

Effective February 2, 2007, you may be able to file your *Notice of Transfer* online. Go to the ADEQ web site at http://www.azdeq.gov/environ/water/permits/onsitenot.html for further information regarding this.

14 SKETCHES/PLANS/MAPS (*Optional*)

ADDRESS: 2812 S. 357th. Ave.
Tonopaha, Az.



DOWNLOAD THE LATEST UPDATE OF THIS FORM FROM THE ADEQ WEBSITE AT
http://www.azdeq.gov/environ/water/permits/download/inspection.doc

ADEQ Arizona Department of Environmental Quality

ENGINEERING REVIEW SECTION
NOTICE OF TRANSFER OF OWNERSHIP
FOR AN ON-SITE WASTEWATER TREATMENT FACILITY

1 Property Information (*All fields are required*)

Address: 2812 S. 357th. Ave. County: Maricopa

Tax Parcel No.:

City: Tonopaha, Az. Zip: ☒ Residential property, or ☐ Non-residential property

2 Transferor/Seller/Former Owner of Property (*All fields are required*)

Name:

Mailing Address:

City: State: Zip:

Phone No.: Fax: Email:

3 Transferee /Buyer/New Owner of Property (*All fields are required*)

Name:

Mailing Address:

City: State: Zip:

Phone No.: Fax: Email:

☐ **Transferee/Buyer must check this box if the On-site Wastewater Treatment Facility is Exempted From Inspection**

An inspection is not required if both of the following conditions apply (Buyer shall check applicable boxes to affirm that these conditions are met, provide the file number and authorization date, then skip directly to Item 8 before submitting this form):

☐ A Discharge Authorization was issued by ADEQ or its delegated county agency to operate the facility.

Discharge Authorization File No.:

Discharge Authorization Date:

☐ The facility has never been put into service before this property transfer.

4 Inspector Information (*All fields are required*)

Inspector Name: Jose Nunez NAWT Inspector No.: 13327ITC

Company Name: Duck's septic Pump & Install, Inc.

Address: 826 E. Monroe Ave.

Buckeye, AZ. 85326

Phone No.: (623)386-4112 Fax (623)594-2856 Email: support@duckspumping.com

5 Date of Facility Construction (*Copy from either Item 7A or 7B of the REPORT OF INSPECTION form*)

☐ Before January 1, 2001, or

☒ On or after January 1, 2001 as authorized by ADEQ or its delegated county agency

Department Use Only		Date Stamp
Check # and Amount		
Date Entered into OWN		
Clerk Initials		

6 Facility Type (*Refer to Item 7 of the REPORT OF INSPECTION form*)

☒ Conventional septic tank/disposal system (very common—any system consisting of a septic tank that disposes effluent to trench, bed, chamber technology, or seepage pit), or

☐ Alternative on-site system (not common—any system using an alternative technology for treatment or disposal)

7 Inspection Information (*Copy all required information from the REPORT OF INSPECTION form*)

Date of Inspection (from Item 13 of *Report of Inspection* form): 10/29/21

Design flow of facility (from Item 6E of *Report of Inspection* form): 600 gallons per day

Please indicate any file number/dates as indicated in Item 5 of Report of Inspection form:

☐ *Discharge Authorization* issued on or after January 1, 2001 (Item 5A of *Report of Inspection* form): File No. _____ Date issued: _____, or

☐ *Approval of Construction* or other permitting document issued by ADEQ or a County agency before January 1, 2001 (Item 5B of *Report of Inspection* form): File No. _____ Date issued: _____

Please indicate the number of septic tanks in use on this property: 1

Was the Septic tank(s) pumped as part of inspection (Item 8A of *Report of Inspection* form)? ☒ Yes ☐ No

If the answer is No above, please indicate why the septic tank(s) were not pumped:

☐ The septic tank was put into service less than 12 months before inspection, or

☐ Pumping or servicing was not necessary at the time of inspection based on manufacturers written operation and maintenance instructions (applicable only to alternative technologies), or

☐ No accumulation of floating or settled waste was present in the septic tank (may be applicable to certain remote or seasonal systems with little use).

Were repairs made as part of the inspection (Item 8Q of *Report of Inspection* form)? ☐ Yes ☒ No

8 Form Submittal and Buyer/Transferee Advisory (*All information is required*)

☐ Date of property transfer (closing date): _____

☐ Date of submittal of this *Notice of Transfer* form: _____

☐ Check this box to confirm the $50 filing fee is being submitted with this *Notice of Transfer* form

Please Select who is submitting this Notice of Transfer Form:

☐ Buyer/Transferee, or

☐ A person submitting this form on behalf of the Buyer/Transferee (Please complete the required information below)

Name of Submitter: _____

Company: _____

Address: _____

_____

Phone Number: _____

Relationship of submitter : ☐ Escrow Officer/Title Company, or ☐ Other (indicate): _____

9 Certification/Signature (*All information is required*)

☐ I, as the Buyer/Transferee, certify that I have received a Report of Inspection from the Seller/Transferor or their representative, and that I have accurately completed this Notice of Transfer form to the best of my knowledge, or

☐ I, as a person submitting this form on behalf of the Buyer/Transferee, certify that the information provided in this Notice of Transfer form is complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 11

Preliminary Title Commitment

NOTE: Recorded Exceptions can be found by clicking on the hyperlinks for each exception where available

OLD REPUBLIC TITLE AGENCY

2375 E. Camelback Road, Suite 180
Phoenix, AZ 85016
(602) 631-3700 Fax: (602) 840-2975

1st Amendment - JLC

SYNERGIC REALTY
2141 East Inglewood Street
Mesa, AZ 85213

Attention: MARC GEYER

Our Order Number 4717018051-JC

When Replying Please Contact:

Jon Christ
JChrist@ortc.com
(602) 631-3700

See Attached Commitment to Insure

ALTA Commitment

COMMITMENT FOR TITLE INSURANCE
Issued by Old Republic National Title Insurance Company

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Issued through the office of:
Old Republic Title Agency
2375 E. Camelback Road, Suite 110
Phoenix, AZ 85016

Diana Brewer
Diana Brewer
Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President
Attest David Wold Secretary

ALTA Commitment

SCHEDULE A

1. Effective Date: October 21, 2021, at 5:00 PM
   1st Amendment - JLC

2. Policy or Policies to be issued:

   Homeowners Policy of Title Insurance - 2013
   Amount: Amount to come.
   Proposed Insured:

   ALTA Lender's
   Amount: Amount to come.
   Proposed Insured:

   The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. Copies of the Policy forms should be read. They are available from the office which issued this Commitment.

3. The estate or interest in the land described or referred to in this Commitment is
   Fee

4. Title to the estate or interest in the land is at the Effective Date vested in:
   Jody Dee Hartsfield and Jennifer Lynn Warner, as Successor Co-Trustees of the Emily Gay McLean, Trustee, OR the Successor(s) in Trust of the Emily Gay McLean Revocable Trust, Dated September 19, 2006

5. The land referred to in this Commitment is described as follows:
   The North 195.00 feet of the East half of the Northeast quarter of Lot 1, Verma Estates II, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 549 of Maps, page 10.

This Commitment is not valid without SCHEDULE A and SCHEDULE B.

SCHEDULE B

I. REQUIREMENTS:

1. Payment of first installment of taxes and assessments, general and special, for the year 2021.

   Note: APN: 506-41-311T
   Full Amount for the year 2021: $130.64 1st half: 65.32 2nd half: 65.32

2. PAY all personal property taxes owing on mobile home, vehicle I.D. number(s) AZFLX21A06352LP13 and AZFLX21B06352LP13.

   NOTE: Affidavit of Affixture for mobile home, vehicle I.D. Number(s) AZFLX21A06352LP13 and AZFLX21B06352LP13,

   Recorded : October 26, 2021 in Maricopa County Records at Recorder's No. 20211150926

3. RECORD Affidavit of Removal for the manufactured/mobile home that is subject of Affidavit of Affixture recorded May 23, 2007 at Recorder's No. 20070601762 and re-recorded at Recorder's No. 2010-0148462 , as

   Year: 2006
   Make: Palm Harbor
   VIN(s): ARZ000318381, ARZ0000318382 and ARZ0000318383

4. Payment of Liens and charges for upkeep and maintenance contained in instrument recorded at Recorder's No. 2007-0693558, for the collection of assessments for Well Agreement.

5. We find no open Deeds of Trust. A written statement must be provided by the current owner(s) attesting to whether any outstanding Deeds of Trust exist.

6. This Company will require that a Certification of Trustee in a format acceptable to this Company stating that the trustee(s) of the trust set forth below has (have) the authority to execute all documents in conjunction with this transaction on behalf of said trust:

   Jody Dee Hartsfield and Jennifer Lynn Warner, as Successor Co-Trustees of the Emily Gay McLean, Trustee, OR the Successor(s) in Trust of the Emily Gay McLean Revocable Trust, Dated September 19, 2006

7. FURNISH names of the parties to be insured. (The right is reserved to make additional requirements or exceptions upon an examination of the names submitted.)

8. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

9. "The Company reserves the right to make additional exceptions and/or requirements upon examination of all matters submitted to fulfill the above requirements."

10. RECORD Deed from Jody Dee Hartsfield and Jennifer Lynn Warner, as Successor Co-Trustees of the Emily Gay McLean, Trustee, OR the Successor(s) in Trust of the Emily Gay McLean Revocable Trust, Dated September 19, 2006 To PROPOSED OWNER INSURED HEREIN.

    NOTE: Said Deed must disclose the names and addresses of the Beneficiaries.

11. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.1.2.

12. NOTE: Arizona Revised Statute 11-480 was amended effective January 1, 1991. This new legislation mandates document size, print type and margin size of all documents being submitted for recording. Non-compliance may result in the County Recorder rejecting your documents.

The following is an excerpt from Arizona Revised Statute 11-480:

1. Each instrument shall have a caption.

2. Each instrument shall be no larger than eight and one-half inches in width and no longer than fourteen inches and shall have a print size no smaller than ten-point type.

3. Each instrument shall have at least one-half inch margin across the bottom and left and right sides from the top to the bottom. The first page shall have a top margin of at least two inches of vertical space from left to right and shall be reserved for recordation and return address information.

NOTICE REGARDING RETURN OF RECORDED DOCUMENTS!

EFFECTIVE AUGUST 17, 1998, the Maricopa County Recorder's Office will DESTROY any original document returned by the U.S. Post Office due to an incorrect or no return address. OLD REPUBLIC TITLE INSURANCE AGENCY, INC., an Arizona corporation, and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, assume no liability for documents which are not prepared by the "Companies" as the same relates to the return address set forth therein. The return address should be set forth in the upper left corner of the first page of each document. If you have any further questions, please contact the Maricopa County Recorder at (602) 506-3535.

NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:

NONE

NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument Entitled	:	WARRANTY DEED
By/From	:	Emily G. McLean, an Unmarried Woman
To	:	Emily Gay McLean, Trustee, OR the Successor(s) in Trust of the Emily Gay McLean Revocable Trust, Dated September 19, 2006
Dated	:	May 9, 2017
Recorded	:	July 17, 2017 in Maricopa County Records at Recorder's No. 2017-519262

Affidavit of Successor Trustees executed by Jody Dee Hartsfield and Jennifer Lynn Warner, as Successor Co-Trustees of the Emily Gay McLean, Trustee, OR the Successor(s) in Trust of the Emily Gay McLean Revocable Trust, Dated September 19, 2006 to Jody Dee Hartsfield and Jennifer Lynn Warner, recorded May 18, 2020 in Maricopa County Records at Recorder's No. 2020-422045.

Death Certificate of Emily Gay McLean, recorded in 2020. (DOD 12/19/2018)

SCHEDULE B continued

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Second Installment of taxes and assessments, general and special, for the year 2021.

2. Unsecured Personal Property Taxes, including but not limited to those taxes assessed to the mobile home located on said premises.

3. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.

4. Water rights, claims or title to water, whether or not shown by the public records.

5. Liens and charges for upkeep and maintenance contained in instrument recorded at Recorder's No. 2007-0693558, for the collection of assessments for Declaration of Water Rights and Well Agreement Grant of Easements.

6. Easements, Covenants, Conditions, Restrictions and Reservations as set forth on the plat recorded in Book 549 of Maps, Page 10.

7. All matters as set forth on Record of Survey recorded in Book 589 of Maps, page 36.

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

   For : ingress, egress and utilities
   Recorded : in Maricopa County Records at Recorder's No. 2002-0404734

9. All matters as set forth on Proposed Lot Split Survey recorded in Book 797 of Maps, page 6.

10. All matters as set forth on Proposed Lot Split Survey recorded in Book 804 of Maps, page 22.

11. Matters as contained or referred to in an instrument,

Entitled	:	Notice of Commercial Nuclear Generating Station Emergency Planning Zone
Recorded	:	in Maricopa County Records at Recorder's No. 2006-1328023

12. Matters as contained or referred to in an instrument,

Entitled	:	Declaration of Water Rights and Well Agreement Grant of Easements
Recorded	:	June 15, 2007 in Maricopa County Records at Recorder's No. 2007-0693558

13. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$_____
Trustor/Borrower	:	_____
Trustee	:	_____
Beneficiary/Lender	:	_____
Dated	:	_____
Recorded	:	_____
Loan No.	:	_____
“MIN”	:	_____
Returned to	:	_____

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org. If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2006 ALTA Short Form Residential Loan Policy is ultimately issued, the arbitration provisions of the issued policy shall control.

Exhibit I

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12/02/13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 18:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

SCHEDULE B - PART I

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes — to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

	Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

ORDER NO. : 4717018051

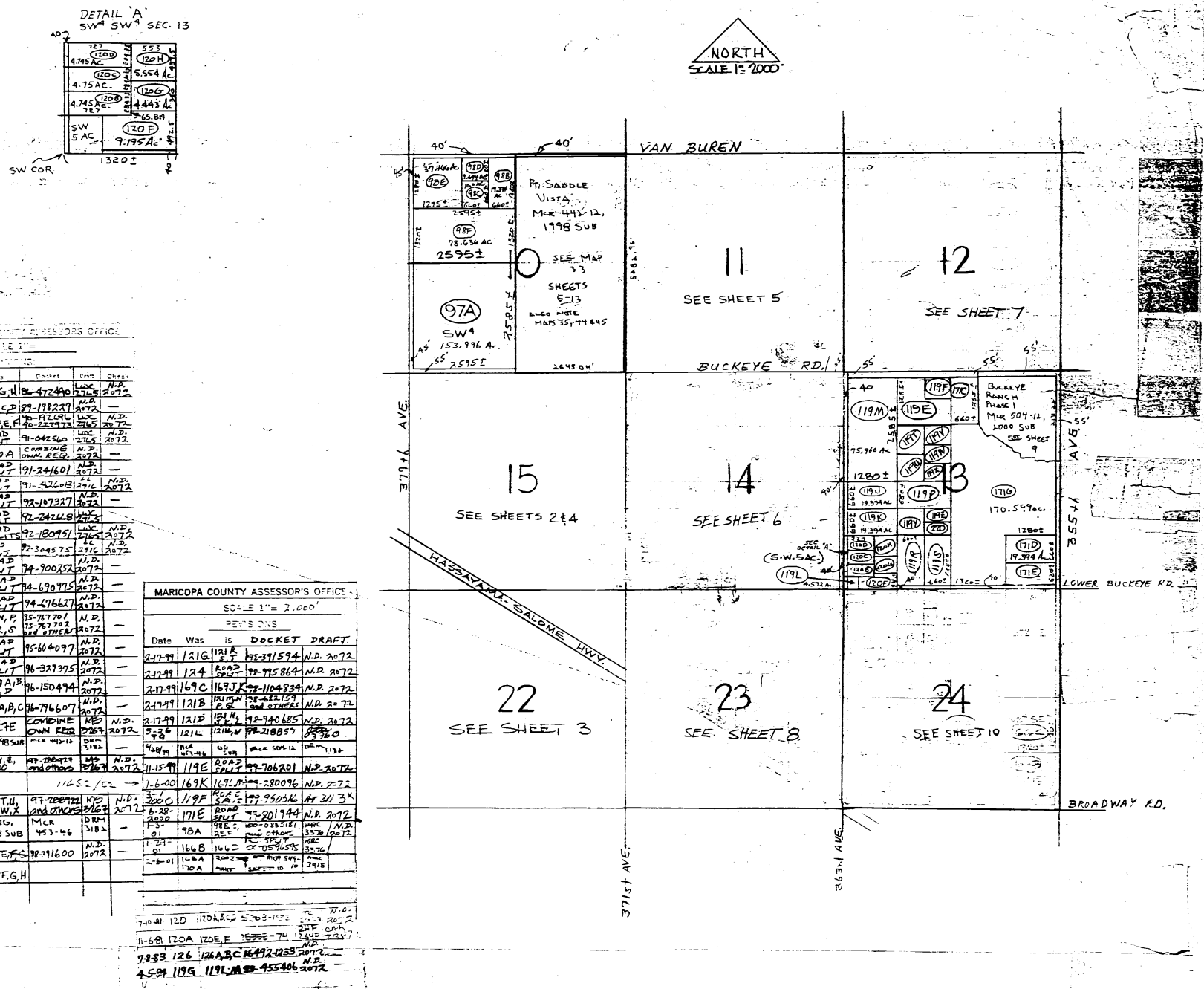
EXHIBIT A

The North 195.00 feet of the East half of the Northeast quarter of Lot 1, Verma Estates II, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 549 of Maps, page 10.

SECS. 10-15, 22-24 IN T4W

BOOK 506
MAP 41
SHEET 1 OF 10

506
41
1



MARICOPA COUNTY ASSESSOR'S OFFICE
SCALE 1"= 2,000'

Date	Was	Is	DOCKET	DRAFT
2-17-99	121G	121 R & S, T	99-391594	N.D. 2072
2-17-99	124	ROAD SPLIT	99-395864	N.D. 2072
2-17-99	169C	169J, K	98-1104934	N.D. 2072
2-17-99	121B	121 M, N, P & R	98-455159 and OTHERS	N.D. 2072
2-17-99	121D	121 N, O & P	99-240685	N.D. 2072
5-3-00	121L	121K, N	98-218857	3376
4-28-99	MCR 453-46	40 SUB	MCR 504-12	DRM 3182
11-15-99	119E	ROAD SPLIT	99-706201	N.D. 2072
1-6-00	169K	169L, M	99-280096	N.D. 2072
3-3-00	119F	ROAD SPLIT	99-950316	M 311 3X
6-28-2000	171E	ROAD SPLIT	99-201944	N.D. 2072
1-5-01	98A	98B, C, D, E	2000-0255181 ALL OTHERS	MRC 3376 N.D. 2072
1-29-01	166B	166C	RC SPLIT 2001-0596598	MRC 3376
2-5-01	168A	170A	2001-0730	MRC 3376
	170A		SEE SHEET 10	

MARICOPA COUNTY ASSESSOR'S OFFICE
SCALE 1"=
PENCILINS

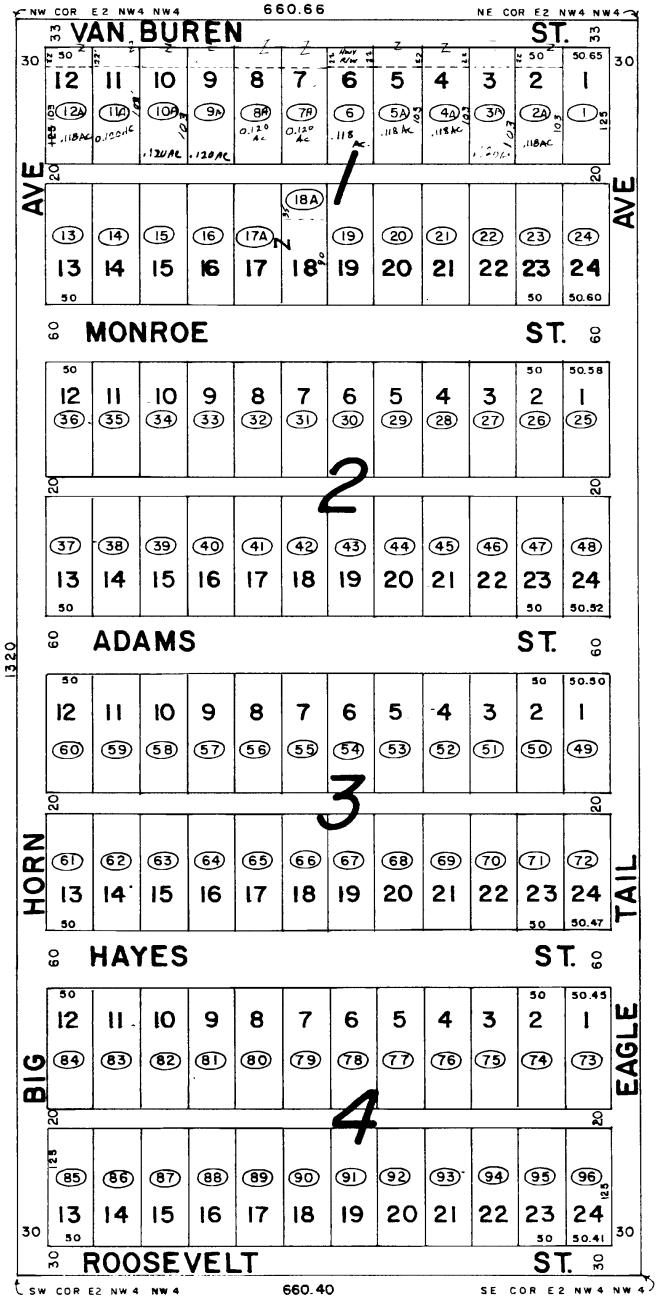
	Was	Is	Docket	Draft	Check
1-1-97	120C	120G, H	96-472490	LUC 2765	N.D. 2072
5-16-97	121A	121B, C, D	89-198229	N.D. 2072	—
5-16-97	171B	171D, E, F	96-227972	LUC 2765	N.D. 2072
7-24-97	122	ROAD SPLIT	91-042560	LUC 2765	N.D. 2072
7-31-97	169B, 170	170A	COMBINE OWN REQ.	N.D. 2072	—
1-30-92	167A	ROAD SPLIT	91-241601	N.D. 2072	—
2-18-92	170A	ROAD SPLIT	91-426013	2916	N.D. 2072
6-12-92	119D	ROAD SPLIT	92-107327	N.D. 2072	—
7-24-92	120F	ROAD SPLIT	92-241148	LUC 2765	N.D. 2072
7-22-92	168A 170A	ROAD SPLITS	92-180951	LUC 2765	N.D. 2072
8-6-92	171F	ROAD SPLIT	92-304575	2916	N.D. 2072
10-6-95	97A	ROAD SPLIT	94-900352	N.D. 2072	—
10-6-95	127	ROAD SPLIT	94-690975	N.D. 2072	—
10-6-95	171C	ROAD SPLIT	94-476627	N.D. 2072	—
3-29-96	119D	119 N, P, Q, R, S	95-767701 95-767702 AND OTHERS	N.D. 2072	—
4-16-96	171F	ROAD SPLIT	95-604097	N.D. 2072	—
9-27-96	119M	ROAD SPLIT	96-327375	N.D. 2072	—
11-19-96	127	127 A, B, C, D	96-150494	N.D. 2072	—
7-14-97	125	125A, B, C	96-796607	N.D. 2072	—
8/28/97	127A, B, C	127E	COMBINE OWN REQ	MD 3267	N.D. 2072
11/6/97	99, 100	Pt. '98 SUB	MCR 453-46	DRM 3182	—
11/26/97	119Q	119Y, Z, 220	97-288929 and others	MD 3267	N.D. 2072
			11652/CR		
12/4/97	119N	119 T, U, V, W, X	97-288922 and others	MD 3267	N.D. 2072
1/7/98	171F	171G, 98 SUB	MCR 453-46	DRM 3182	—
9-10-98	121C	121E, F, G	98-391600	N.D. 2072	—
11-19-98	127D	127F, G, H			

7-10-81 120 120A,B,C 15555-172 N.D. 2072
11-6-81 120A 120E,F 15555-74 N.D. 2072
7-8-83 126 126A,B,C M6492-233 N.D. 2072
4-5-94 119Q 119L,M 95-455406 N.D. 2072

E 2 NW4 NW4 SEC. 15 T. 1N R. 6W

WOOD'S NORTH ADD. TO WINTERSBURG BLOCKS 1-4 (MCR 26-28)

BOOK 506
MAP 41
SHEET 2



MARICOPA COUNTY ASSESSORS OFFICE

SCALE 1" = 120'

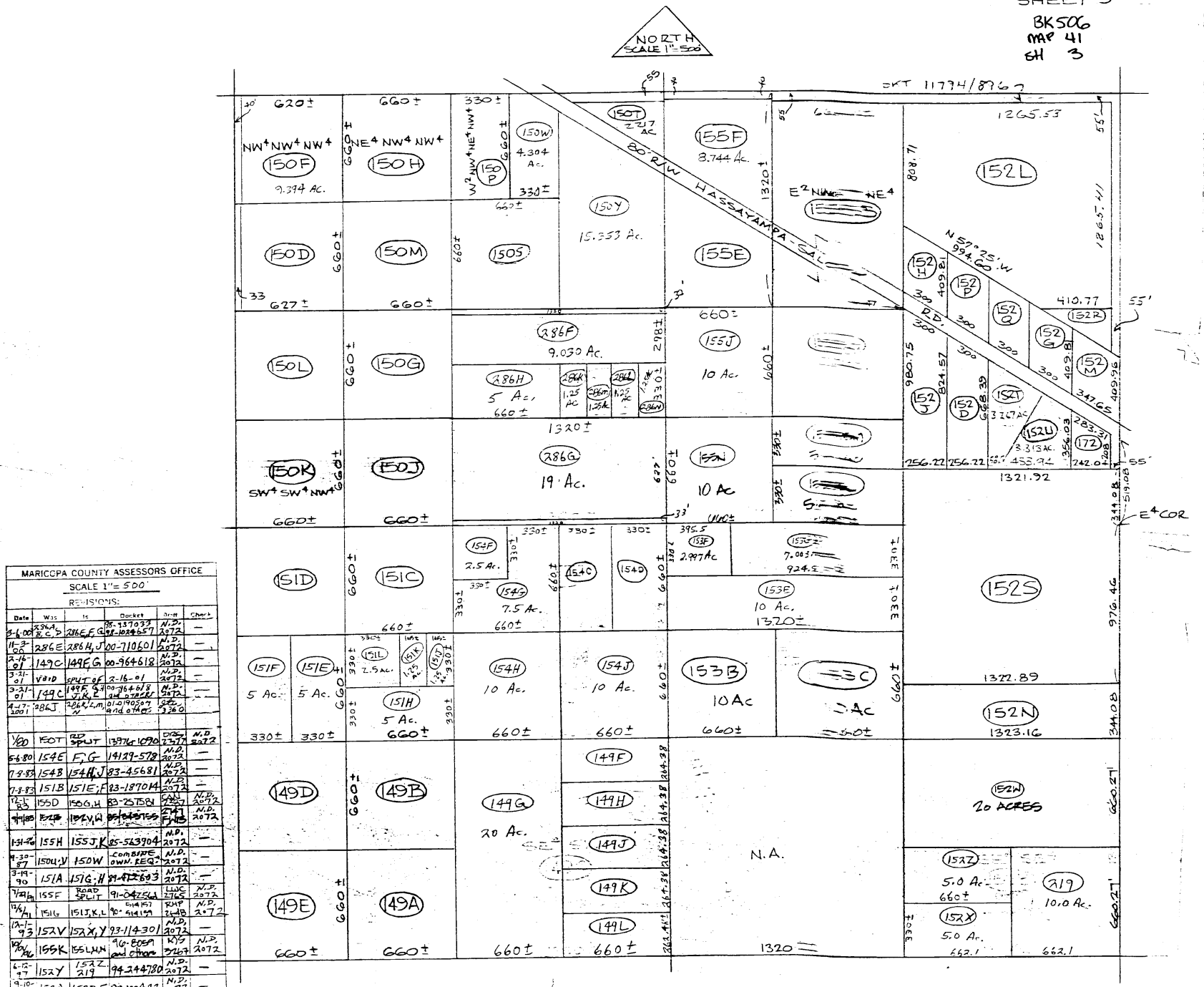
REVISIONS:

Date	Was	Is	Docket	Draft	Check
9-11-92	MAP	REDRAW		LL 2916	
11-29-99	6	ROAD SPLIT	99-0994934	MRC 3376	[illegible] 3360
8-8-2000	11	11A	00-0062103	[illegible] 3360	
7-24-00	2	RD. SPLIT 2A	00-0294501	MRC 3376	N.D. 2072
7-24-00	12	RD. SPLIT 12A	00-0318822	MRC 3376	N.D. 2072
7-25-2000	7, 8	7A, 8A,	00-0320523	[illegible] 3360	
11-29-00	6	ACREAGE CORRECTION		MRC 3376	
11-29-00	4.5	RD SPLIT 4A, 5A	00-0475601	MRC 3376	
3/26/01	3	RD SPLIT 3A	01-47551	AT 3113	
4/4/01	9, 10	9A, 10A	01-551702	AT 3113	

Sec. 22, 1N 6W

MAP 41
SHEET 3

BK506
MAP 41
SH 3



MARICOPA COUNTY ASSESSORS OFFICE
SCALE 1"= 500'
REVISIONS:

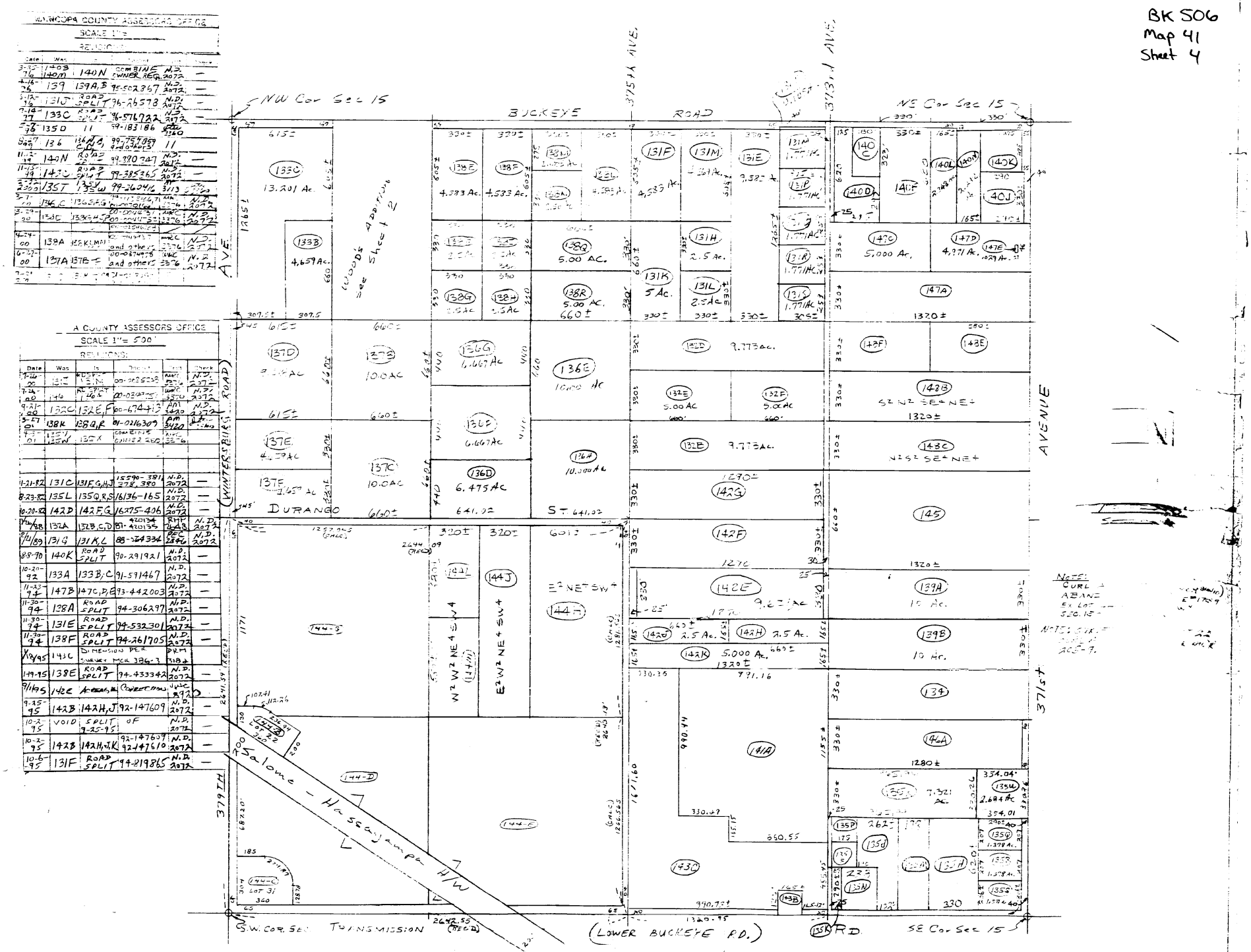
Date	Was	Is	Docket	Init	Check
3-6-00	286A, B, C, D	286E, F, G	98-1039657	N.D. 2072	—
11-3-00	286E	286H, J	00-710601	N.D. 2072	—
2-16-01	149C	149F, G	00-964618	N.D. 2072	—
3-21-01	VOID	SPLIT OF	2-16-01	N.D. 2072	—
3-21-01	149C	149F, G, H, J, K, L	00-964618 AND OTHERS	N.D. 2072	—
4-17-2001	286J	286K, L, M, N	01-190507 and others	SEE 3260	
1/00	150T	RD SPLIT	13976-1090	DOR 2377	N.D. 2072
5-6-80	154E	F, G	14129-578	N.D. 2072	—
7-8-83	154B	154H, J	83-45681	N.D. 2072	—
7-8-83	151B	151E, F	83-187044	N.D. 2072	—
12-1-83	155D	156G, H	83-257581	N.D. 2072	
4-11-88	152B	152Y, W	88-[illegible]	[illegible]	N.D. 2072
11-15-96	155H	155J, K	85-563904	N.D. 2072	—
9-30-87	150W, Y	150W	COMPLETE OWN. REQ.	N.D. 2072	—
3-19-90	151A	151G, H	89-[illegible]693	N.D. 2072	—
7-12-91	155F	ROAD SPLIT	91-047546	LLOC 2765	N.D. 2072
12-6-91	151G	151J, K, L	90-514159	KHP 2648	N.D. 2072
10-15-93	152V	152X, Y	93-114301	N.D. 2072	—
10-10-96	155K	155L, M, N	96-[illegible] and others	KJS 3747	N.D. 2072
6-12-97	152Y	152Z, 219	94-244780	N.D. 2072	—
9-10-98	153A	153D, E	98-100492	N.D. 2072	—
2-17-99	150G	150X, Y, Z, 286	98-995789 and OTHERS	N.D. 2072	—
11-99		3356	[illegible] 705	3360	

Sec 15 - 1N 6W

BOOK 506 M

SHEET 4

BK 506
Map 41
Sheet 4



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3-15-76	140B 140M	140N	COMBINE OWNER REQ	N.D. 2072	—
4-16-76	139	139A,B	95-502857	N.D. 2072	—
5-12-76	131C	ROAD SPLIT	76-76578	N.D. 2072	—
7-14-77	133C	ROAD SPLIT	96-576722	N.D. 2072	—
2-28-78	135D	11	99-183186	3240	—
5-29-79	136	136A,B,C,D	99-757869 and 99-757870	11	—
11-13-79	140N	ROAD SPLIT	99-770747	N.D. 2072	—
11-13-79	142C	ROAD SPLIT	99-785265	N.D. 2072	—
3-22-2001	135T	135W	99-260416	3113	—
3-29-00	133C	133C,H,SPOR	00-0004673 and 00-0004674 and 00-0004675	N.D. 2072	—
4-24-00	139A	HERKIMAN	00-0017478 and others	N.D. 2072	—
6-22-00	137A	137B,E	00-0074978 and others	N.D. 2072	—

Date	Was	Is	Deed	Fee	Check
7-26-00	131F	131M	00-0125232	N.D. 2072	—
7-24-00	146	146A	00-0128775	N.D. 2072	—
9-21-00	132C	132E,F	00-674412	N.D. 2072	—
5-27-01	138K	138Q,R	01-0216309	3420	—
4-3-01	135V 135W	135X	COMBINE 0111122 260	3276	—

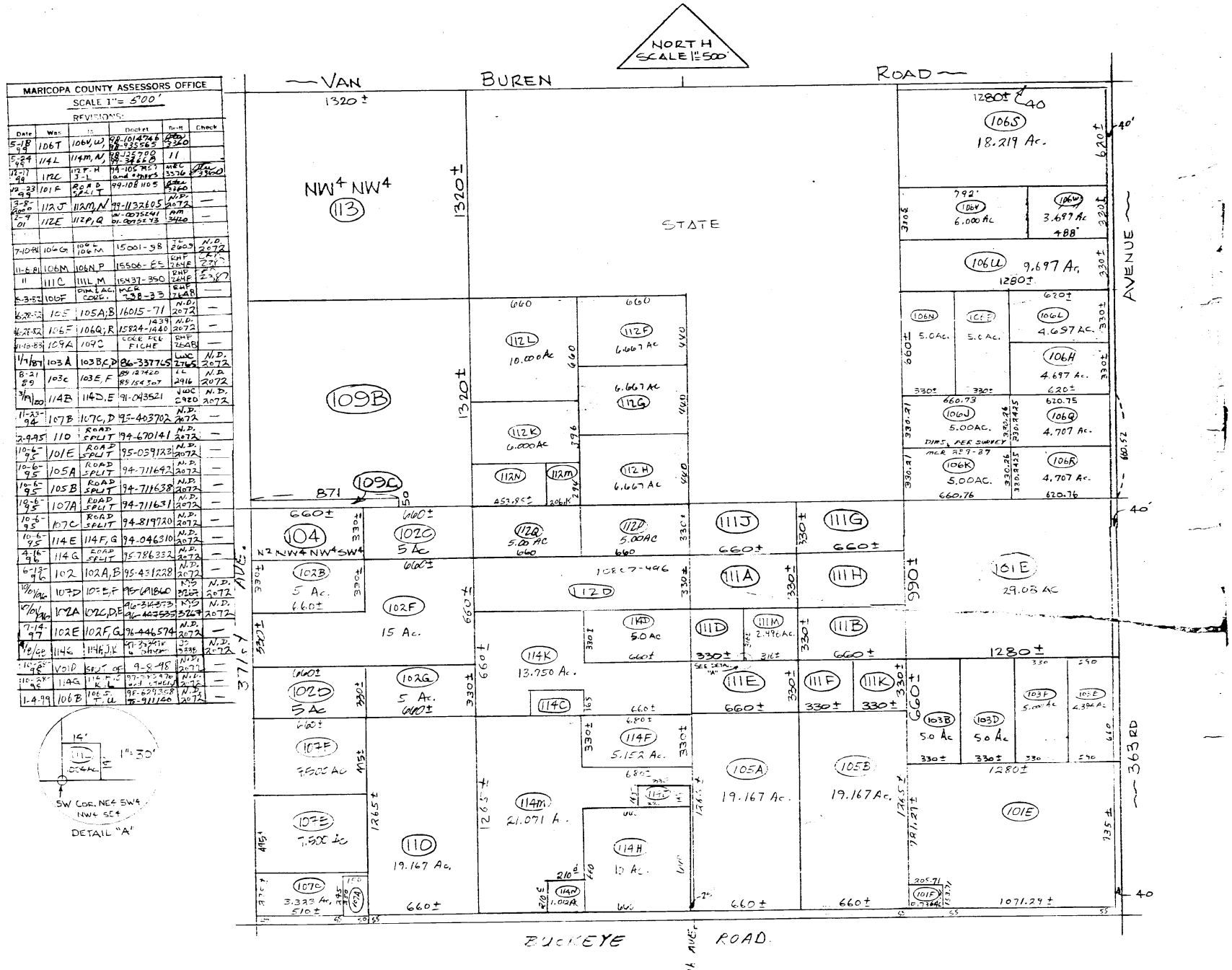
1-21-82	131C	131F,G,H,J	15590-321 278, 380	N.D. 2072	—
8-23-82	135L	135Q,R,S	16136-165	N.D. 2072	—
10-20-82	142D	142F,G	16275-406	N.D. 2072	—
7/16/88	132A	132B,C,D	87-420134 420135	EXT 3648	N.D. 2072
8/4/89	131G	131K,L	88-324334	REC 2846	N.D. 2072
88-90	140K	ROAD SPLIT	90-291921	N.D. 2072	—
10-20-92	133A	133B,C	91-591467	N.D. 2072	—
11-22-94	147B	147C,D,E	93-442003	N.D. 2072	—
11-30-94	138A	ROAD SPLIT	94-306297	N.D. 2072	—
11-30-94	131E	ROAD SPLIT	94-532301	N.D. 2072	—
11-30-94	138F	ROAD SPLIT	94-261705	N.D. 2072	—
X/12/95	143C	DIMENSION PER SURVEY MCR 3863		PRM 3180±	
1-9-95	138E	ROAD SPLIT	94-433342	N.D. 2072	—
9/11/95	142C	ACCESS & CONFIRM		MISC 3990	
9-25-95	142B	142H,J	92-147609	N.D. 2072	—
10-2-95	VOID	SPLIT 9-25-95	OF		N.D. 2072
10-2-95	142B	142H,J,K	92-147609 92-147610	N.D. 2072	—
10-6-95	131F	ROAD SPLIT	94-219865	N.D. 2072	—

NOTES:
CURL ABANE
Ex Lot
S20.15
NOTE: SEE
SURVEY
MCR 7.

SEC 11, TN-6W

BOOK 500

MAP 41
SHEET 5



MARICOPA COUNTY ASSESSORS OFFICE
SCALE 1" = 500'

REVISIONS:

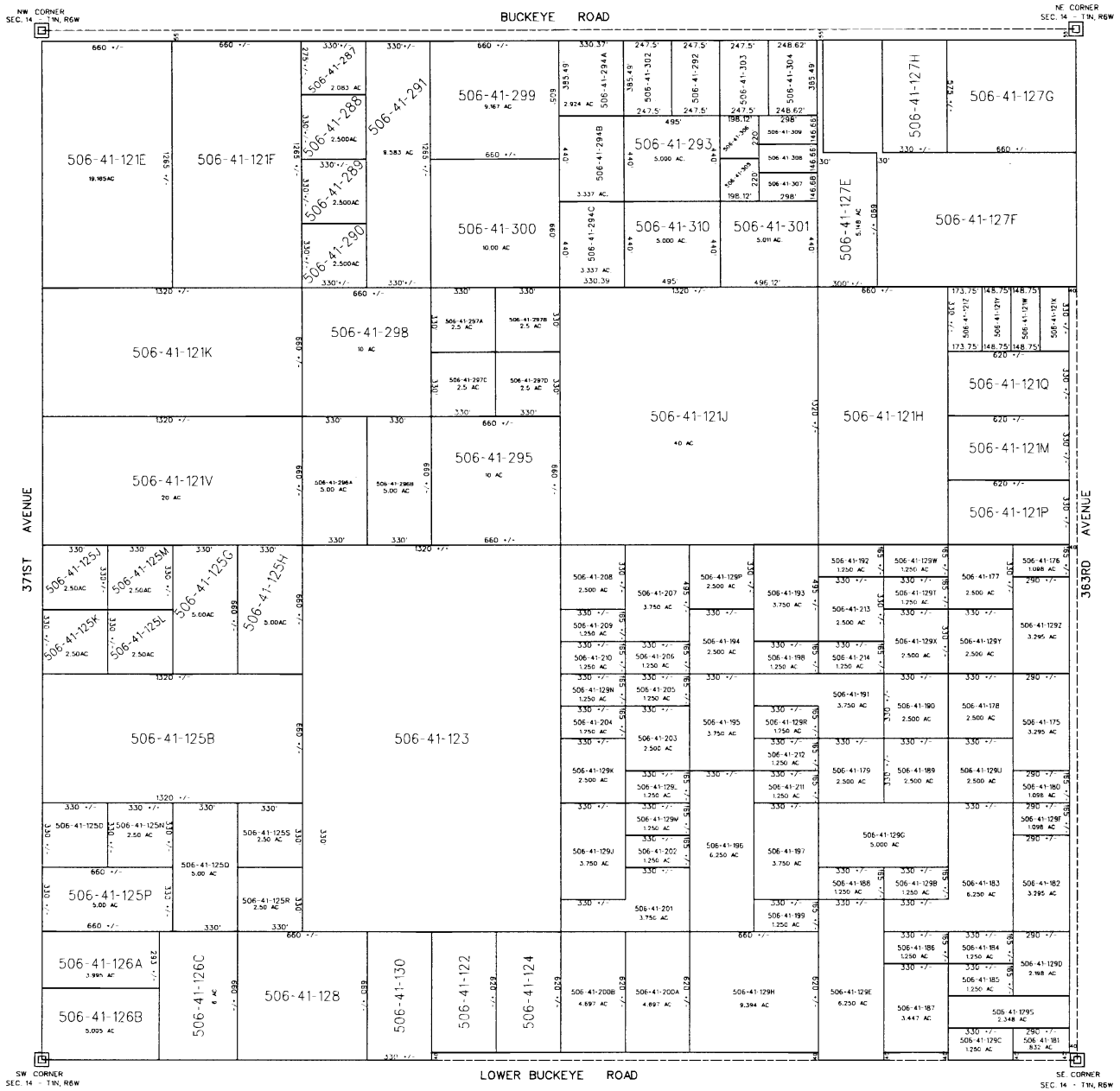
Date	Was	Is	Docket	By	Check
5-18-99	106T	106V, W	98-1014746 98-925565	3320	
5-24-99	114L	114M, N	98-125700 98-342680	11	
12-17-99	112C	112F-H J-L	99-105 MCR and others	MRC 3376	3360
12-23-99	101F	ROAD SPLIT	99-108 1105	3360	
3-8-2000	112J	112M, N	99-1132605	AM 2072	—
2-9-01	112E	112P, Q	00-0075241 01-0075473	AM 3420	—
7-10-81	106G	106L 106M	15001-98	LWC 2603	N.D. 2072
11-6-81	106M	106N, P	15506-65	RHP 2648	2.00
11	111C	111L M	15437-390	RHP 2648	2.00
6-3-82	106F	DIM & AC. CORR.	MCR 338-33	RHP 2648	—
6-28-82	105	105A, B	16015-71	1439	N.D. 2072
6-28-82	106E	106Q, R	15824-1440	1439	N.D. 2072
11-10-83	109A	109C	CODE FEE FICHE	DAT 2648	—
1-7-87	103A	103B, D	86-337765	LWC 2765	N.D. 2072
8-21-89	103C	103E, F	89-127420 89-154307	LC 2916	N.D. 2072
3-7-2000	114B	114D, E	91-043521	WC 2920	N.D. 2072
11-23-94	107B	107C, D	95-403702		N.D. 2072
2-9-95	110	ROAD SPLIT	94-670141		N.D. 2072
10-6-95	101E	ROAD SPLIT	95-0591231		N.D. 2072
10-6-95	105A	ROAD SPLIT	94-711692		N.D. 2072
10-6-95	105B	ROAD SPLIT	94-711638		N.D. 2072
10-6-95	107A	ROAD SPLIT	94-711631		N.D. 2072
10-6-95	107C	ROAD SPLIT	94-819720		N.D. 2072
10-6-95	114E	114F, G	94-046310		N.D. 2072
4-16-96	114G	ROAD SPLIT	96-786332		N.D. 2072
6-27-96	102	102A, B	95-431228		N.D. 2072
10/10/96	107D	107E, F	96-611860	MS 3267	N.D. 2072
10/16/96	102A	102C, D, E	96-614573 96-617555	MS 3267	N.D. 2072
7-14-97	102E	102F, G	96-446574		N.D. 2072
12/12/98	114G	114H, J, K	98-[illegible] & 98-[illegible]		N.D. 2072
10-28-98	VOID	SPLIT OF	9-8-98		N.D. 2072
10-28-98	114G	114 H, J, K L	98-[illegible] and 98-[illegible]		N.D. 2072
1-4-99	106B	106 S, T, U	98-609308 98-911160		N.D. 2072

SEC. 14 - T1N, R6W

BOOK	506
MAP	41
SHEET	06

THE MARICOPA COUNTY ASSESSOR'S OFFICE MAKES NO CLAIM CONCERNING THE ACCURACY OF THIS MAP NOR ASSUMES ANY LIABILITY RESULTING FROM THE USE OF THE INFORMATION HEREON.

MARICOPA COUNTY ASSESSOR'S OFFICE



SCALE: 1" = 500'

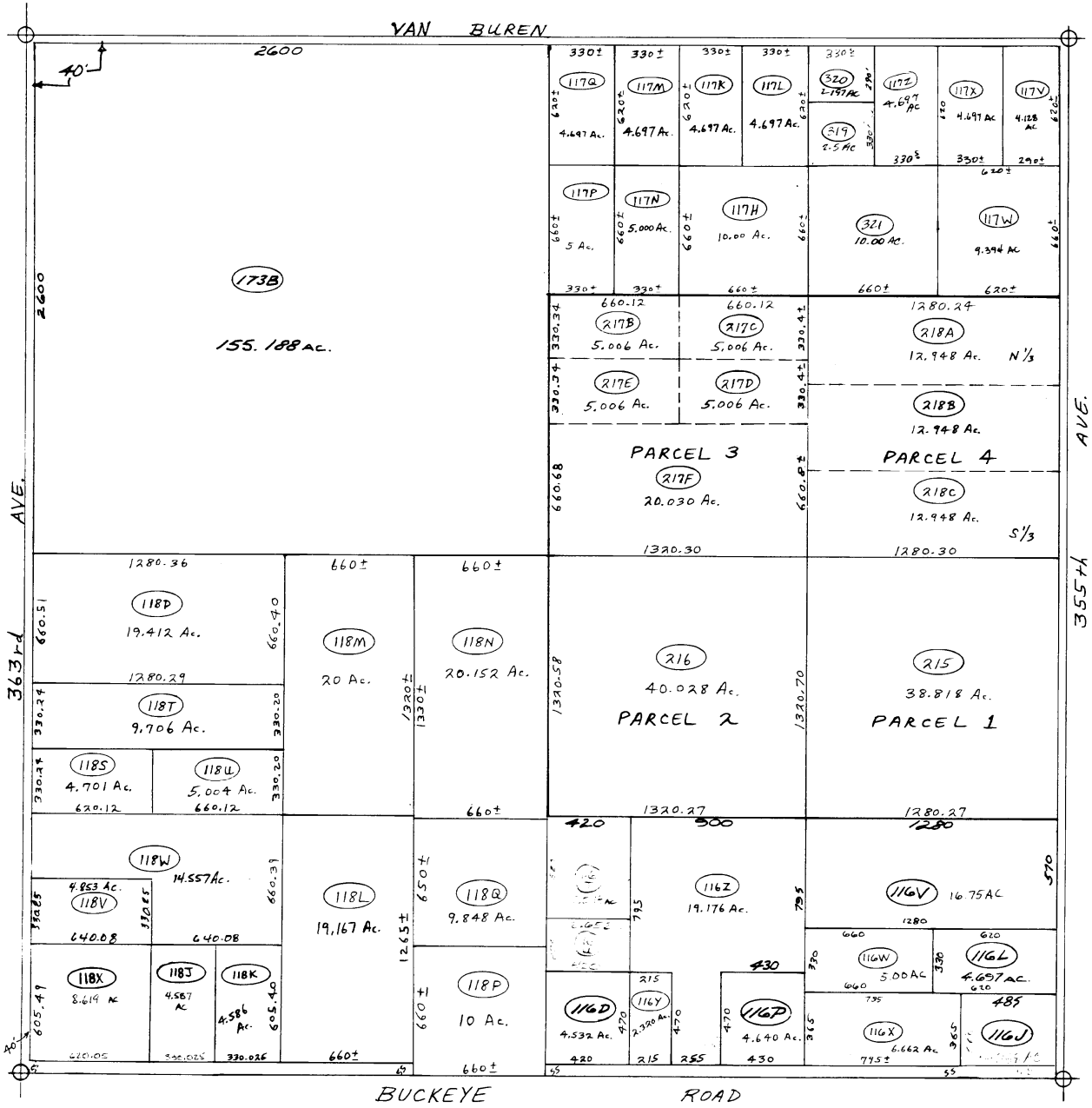
DATE	WAS	IS	DOCKET	DRAFT	CHECK
8/19/99		MAP	REDRAWN	SB3341	
8/25/99	121N	121W,X,Y,Z	99-736575 AND OTHERS	SB3341	
11/15/99	121F	ROAD SPLIT	99-684326	ND 2072	
1/14/00	506-41-121T	287THRU291	99-1113545THRU99-1113548	JTW3360	
2/24/00	125C	125D, E, F	00-34617 & 00-34619	ND 2072	
4/3/00	121E,R	ROAD SPLIT	99-1143963,99-1150933	JTW3360	
4/10/00	121R	299, 300	00-0214622, 00-0214623	MRC3376	
4/11/00	121S	292,293,294	00-127470	ND 2072	
4/21/00		VOID SPLIT OF 4/11/00		ND 2072	
4/21/00	121S	292,293,294,301 & RD SPLIT	00-127470 & OTHERS	ND 2072	
5/2/00	121U	295,296,297, 298	00-224506 & OTHERS	ND 2072	
5/4/00	287, 291	ROAD SPLIT	00-0234619	MRC3376	
5/8/00		VOID SPLIT OF 4/21/00		ND 2072	
5/8/00	121S	292-294,301-304 & RD SPLIT	00-127470 & OTHERS	ND 2072	
6/26/00		VOID SPLIT OF 5/8/00		ND 2072	
6/26/00	121S	292-294,301-310 & RD SPLIT	00-127470 & OTHERS	ND 2072	
7/5/00	125A	125G,H,J,K,L,M	00-0433622 & OTHERS	JTW3360	
7/9/00	125F	125N,P	00-0105729 & OTHERS	AM3420	
10/16/00	294	294A,B,C	00-0679105	MRC3376	
11/7/00	125E	125Q,R	00-0803627	AM3420	
11/7/00	297	297A,B,C,D	00-0819688	AM3420	
01/17/01	125E	125Q,R,S	ADD PARCEL 00-0803627	AM3420	

SCALE: 1" = 500'

DATE	WAS	IS	DOCKET	DRAFT	CHECK
02/05/01	296	296A,B	01-0070285	AM3420	

SEC 12 T1N-R6W

BOOK 506
MAP 41
SHEET 7

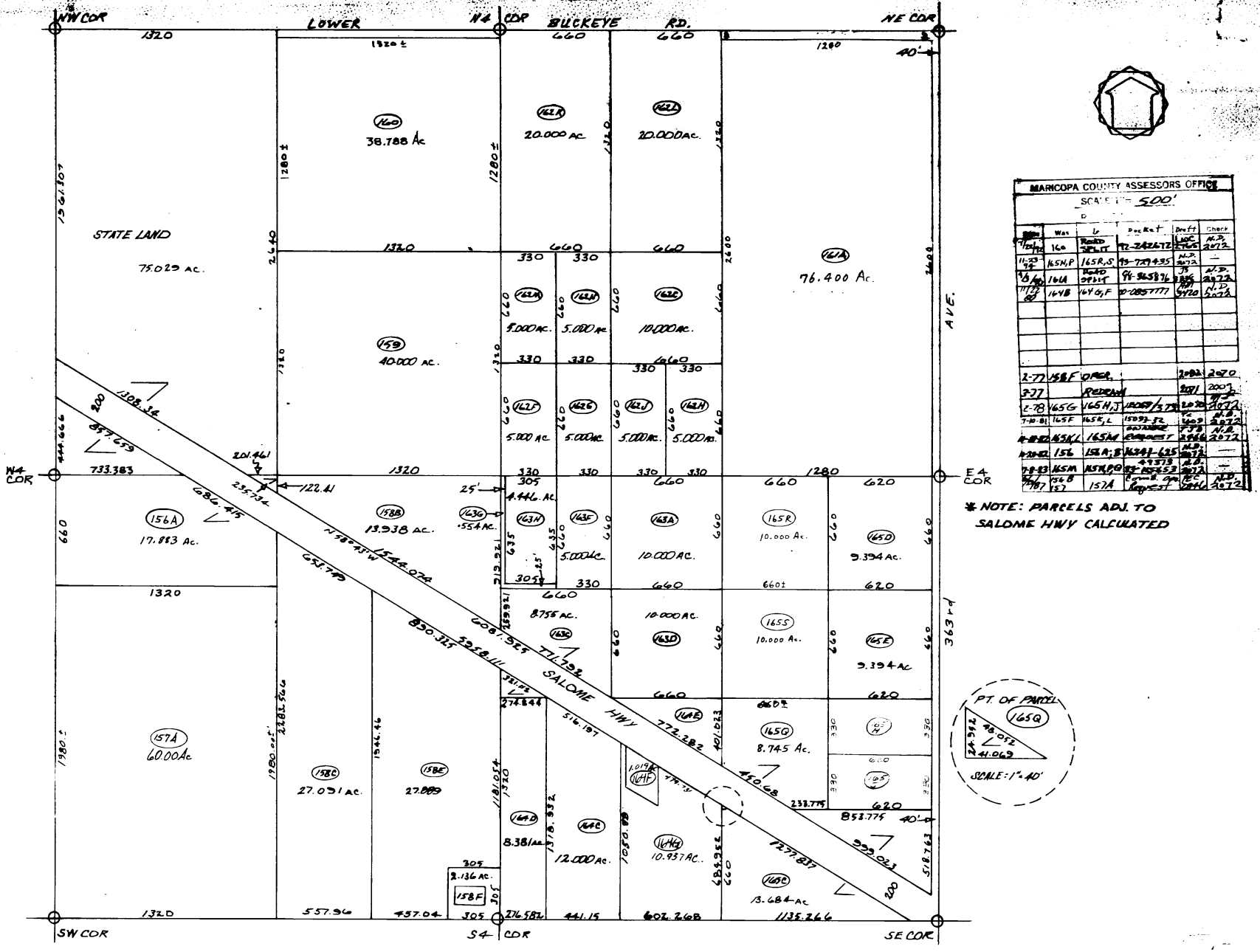


MARICOPA COUNTY ASSESSORS OFFICE
SCALE 1" = 500'
REVISIONS

Date	Was	Is	Docket	Drill	Check
12-14-94	118F	118V,W	99-1034658	MRC 3376	DJW 3360
2-23-00	117R,S	117T,U	00-33695	N.D. 2072	—
3-1-00	117T	117V,W,X	00-0472869 00-0403546	MRC 3376	N.D. 2072
7-10-81	116S	116V,W,X	15108-712	TC 2609	N.D. 2072
7-10-87	117E	117F; G	87-248671	N.D. 2072	—
1-30-92	117D	117H; J	91-284257	N.D. 2072	—
10-13-92	117J	117K; L	92-361448	N.D. 2072	—
2-18-94	117G	117M,N	93-388441	N.D. 2072	—
1-23-95	116X	ROAD SPLIT	94-567250	N.D. 2072	—
6-19-95	117F	117P,Q	95-189433	N.D. 2072	—
7-12-95	117C	117R,S	95-243238	N.D. 2072	—
10-10-95	116D	ROAD SPLIT	94-791829	N.D. 2072	—
10-10-95	116P	ROAD SPLIT	94-393593	N.D. 2072	—
10-10-95	116R	116Y, Z ERD. SPLIT	94-796780 94-721095	N.D. 2072	—
10-7-96	115A	215 thru 218	MCR 416-9 97 548.	N.D. 2072	—
11-15-96	218	218A,B,C	96-403745 96-403747	N.D. 2072	—
8-18-97	118C	118D,E F,G	97-498649 97-498651	N.D. 2072	—
9-8-97	118D,E, F,G	DIMENSIONS & ACREAGES PER MCR	446-2	N.D. 2072	—
4/24/98	217	DIMS PER SURVEY	MCR 459-36	DRM 3182	—
9/9/98	118G	118H,J,K	98-273085 and others	CB 3341	N.D. 2072
11-19-98	118A	118L,M, N,P,Q	97-657253 and OTHERS	N.D. 2072	—
11-19-98	118E	118R,S	97-788043	N.D. 2072	—
11-19-98	217	217A,B	97-893048	N.D. 2072	—
5-25-99	118R	118T,U	99-139432	N.D. 2072	—
10-29-99	217A	217C,D E,F	99-478361 and OTHERS	N.D. 2072	—
11-15-99	118K	ROAD SPLIT	99-684322	N.D. 2072	—
11-15-99	118L	ROAD SPLIT	99-962224	N.D. 2072	—
11-29-99	118J	ROAD SPLIT	99-0753675	MRC 3376	DJW 3360
2-2-00	116J	[illegible]	99-[illegible]	[illegible] 3113	11
7-26-00	118H	RD. SPLIT 118X	00-0071672	MRC 3376	N.D. 2072
11-18-2001	117U	117Y, Z	100-0336945 100-0536858	DJW 3360	
2-23-01	117Y	319, 320 321	01-0118995 00-0336955	PM 3420	

SEC 23 T1N · R6W

BOOK 506
MAP 41
SHEET 8



MARICOPA COUNTY ASSESSORS OFFICE
SCALE 1" = 500'

Date	Was	Is	Doc No.	Draft	Check
7/24/72	160	Road Split	72-242472	LHC 2972	N.D. 2972
11-23-76	165N,P	165R,S	76-279495	N.D. 2972	—
9/6/80	161A	Road Split	94-365876	79	N.D. 2972
11/22/82	164B	164G,F	82-0857777	5720	N.D. 2972
2-77	158F	OMCA		2981	2970
9-77		Redraw		3171	2997
2-78	165G	165H,J	180089/3718	3298	2972
7-10-81	165F	165K,L	150393-82	3409	2972
4-8-82	165K,L	165M	82-0857777	3719	N.D. 2972
4-20-82	156	156A; B	143481-625	N.D.	—
7-8-83	165M	165N,P	83-455853	N.D. 2972	—
11/7/87	164B (52)	157A	87-0857777	4346	N.D. 2972

* NOTE: PARCELS ADJ. TO SALOME HWY CALCULATED

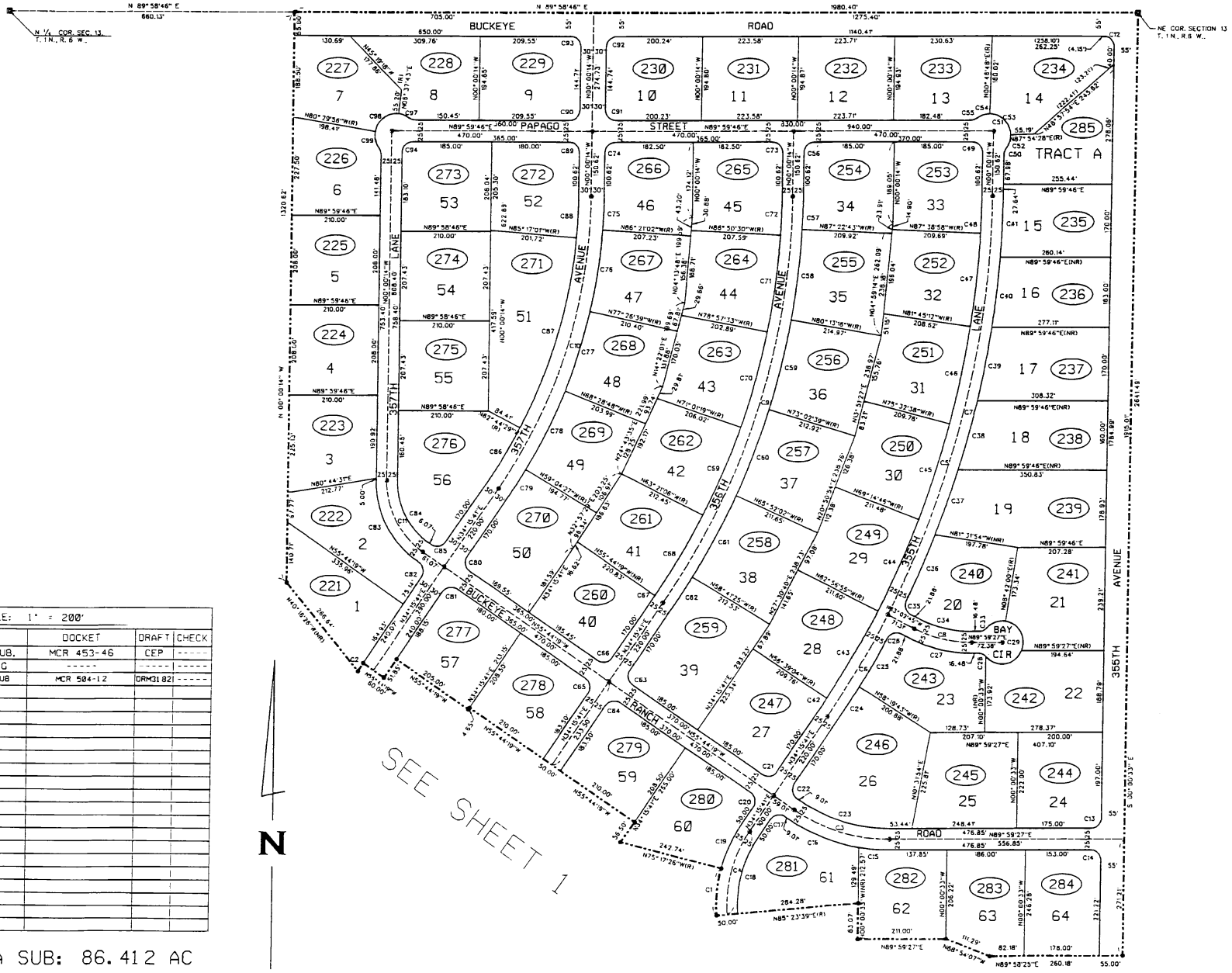
PT. E2 SEC 13 T1N R6W

BUCKEYE RANCH PHASE 1 REPLAT: LOTS 1-64 TR. A (MCR 504-12, 2000 SUB)

BOOK 506
MAP 41
SHEET 9

CLAIM CONCERNING THE ACCURACY OF THIS MAP NOR ASSUMES ANY LIABILITY RESULTING FROM THE USE OF THE INFORMATION HEREON.

MARICOPA COUNTY ASSESSOR'S OFFICE



SCALE: 1" = 200'

DATE	WAS	IS	DOCKET	DRAFT	CHECK
1-5-98	171F	98 SUB.	MCR 453-46	CEP	-----
-----	-----	171G	-----	-----	-----
06/28/99	MCR 453-46	00 SUB	MCR 504-12	DRM3182	-----

GROSS AREA SUB: 86.412 AC

NET AREA SUB: 81.904 AC

SEC 24, T1N, R6W
PT. VERMA ESTATES 2: LOTS 1-8
(MCR 549-50, 2002 SUB

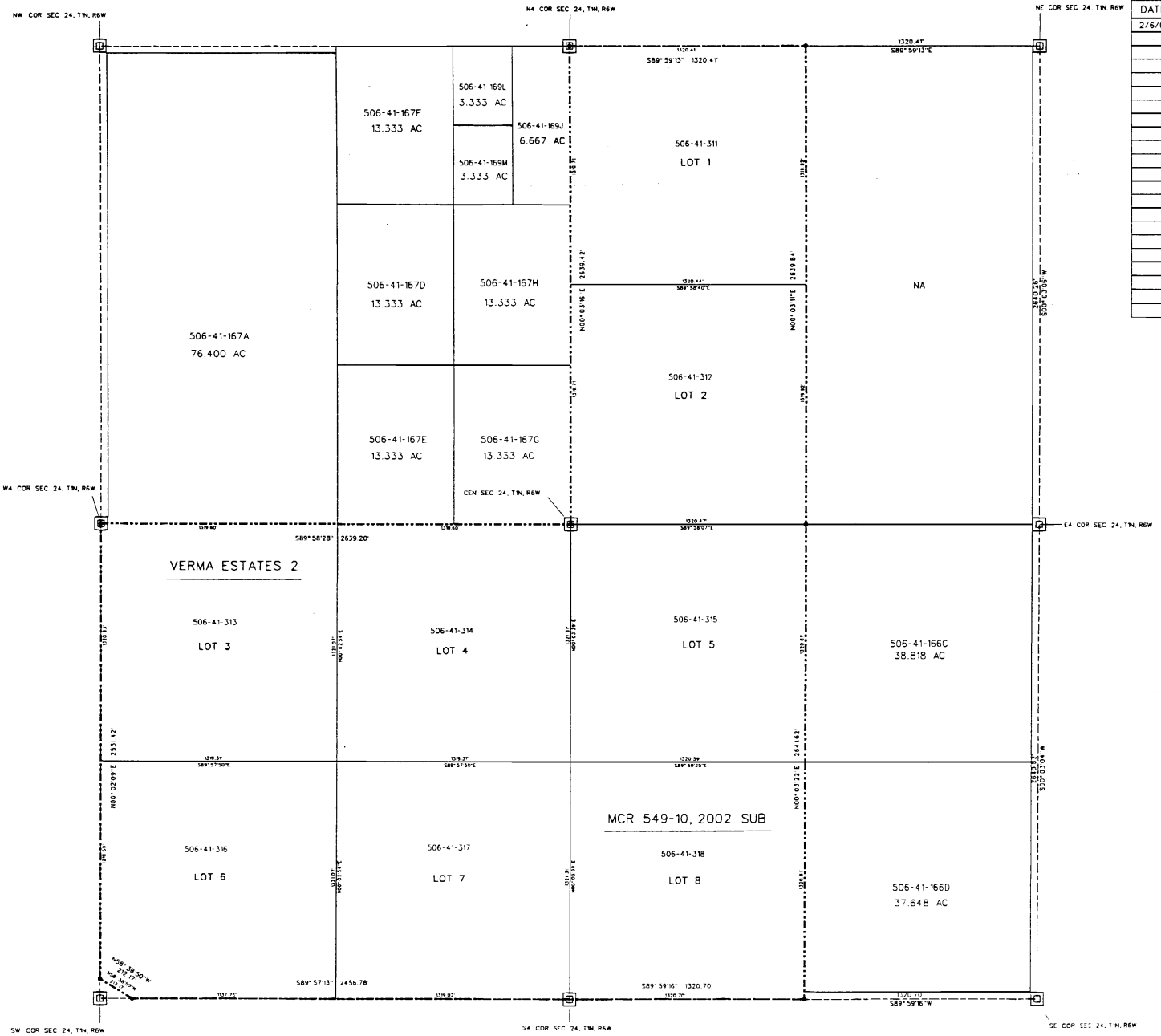
BOOK	506
MAP	41
SHEET	10

MARICOPA COUNTY ASSESSOR'S OFFICE

THE MARICOPA COUNTY ASSESSOR'S OFFICE MAKES NO CLAIM CONCERNING THE ACCURACY OF THIS MAP NOR ASSUMES ANY LIABILITY RESULTING FROM THE USE OF THE INFORMATION HEREON.

SCALE: 1" = 500'

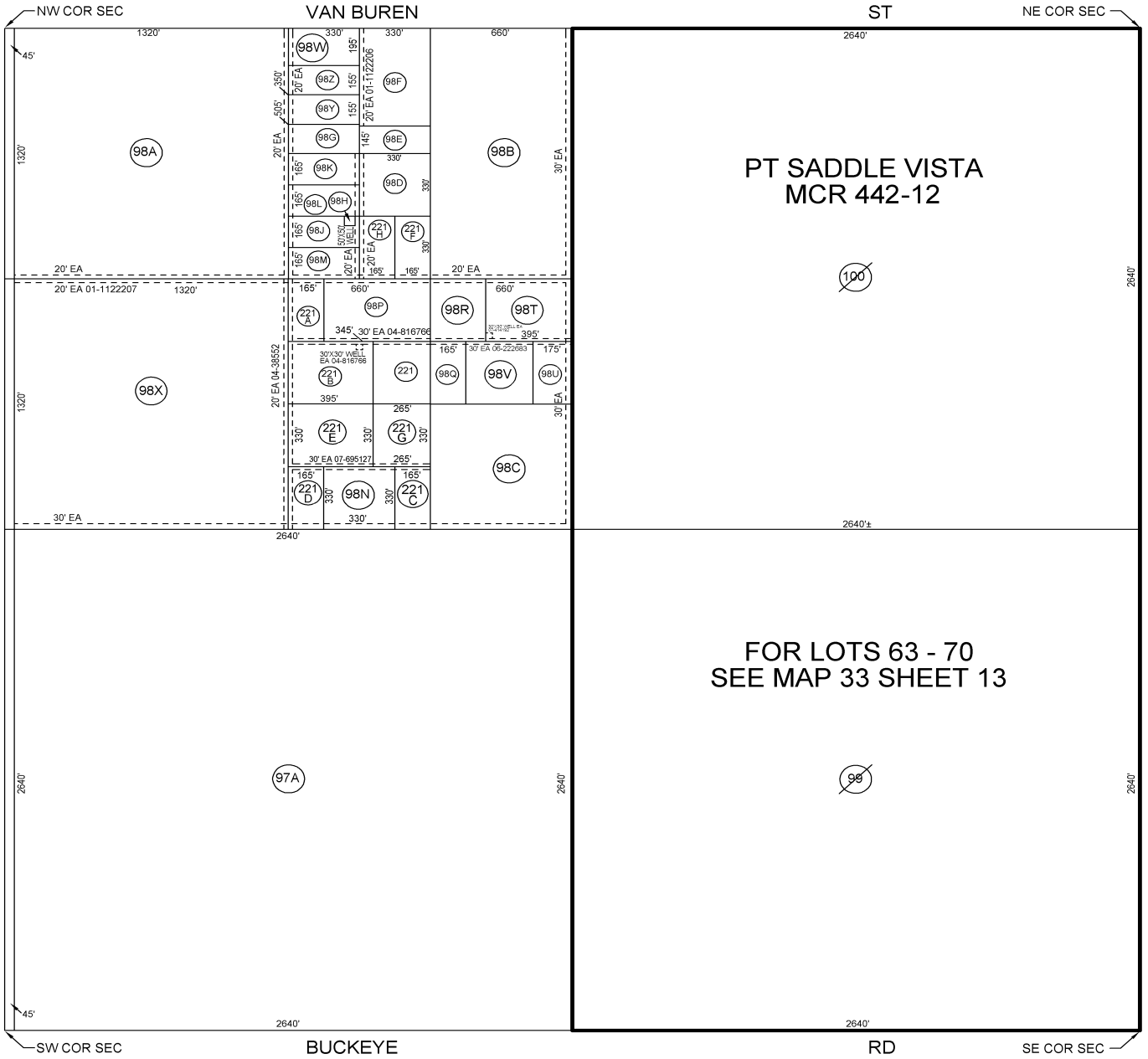
DATE	WAS	IS	DOCKET	DRAFT	CHECK
2/6/01	506-41-168A	2002 SUB	MCR 549-10	AMC3418	-----
-----	506-41-170A	-----	-----	-----	-----



SEC 10 1N 6W

MTS-VTS
AUG 02 1990
ARB MAP

BOOK 506
MAP 41
SHEET 11



N

SCALE
1" = 500'

SEE SHEET 1–1A
FOR SPLIT CHAIN

DAL	EG	1-22-04
DAL	EG	7-23-04
DAL	EG	05-05-05
DAL	EG	05-12-05
DAL	BG	08-19-05
DAL	BG	02-24-06
DAL	BG	02-27-06
DAL	CA	03-15-06
DAL	BG	04-07-06
DAL	BG	05-03-06
SPT	IN	01-17-07
SPT	IN	03-02-07
EAS	IN	04-14-07
EAS	IN	06-22-07
SPT	IN	06-25-07
SPT	IN	10-04-07
SPT	IN	10-31-07
SPT	IN	03-03-10

MARICOPA COUNTY

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 12

Purchase & Sale Agreement

Marc A. Geyer
DBA Synergic Realty
AZ Lic. No. SE551013000

AUCTION PURCHASE AND SALE AGREEMENT

THIS AUCTION PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of _____ day of _____, 2021, by and between the Emily Gay McLean Revocable Trust (the "Seller") and _____ (the "Purchaser(s)"), for the property located at **2812 S. 357th Avenue, Tonopah, AZ 85354** and further described in Exhibit A of this Agreement and recites and provides as follows:

RECITALS

WHEREAS, the Seller owns the Property as more particularly described on Exhibit A and by this reference made a part hereof (collectively, the "Property");

WHEREAS, Purchaser desires to purchase the Property and has submitted an offer for purchase as part of an auction (the "Offer");

WHEREAS, the Offer is subject to the Terms & Conditions of Auction Sale, as defined on the Auctioneer's website at www.TonopahAuction.com and in the Property Information Package for the Property and by this reference made a part hereof; and

WHEREAS, Seller agrees to sell the Property subject to the terms and provisions of this entire Agreement.

AGREEMENT

NOW, THEREFORE, for and in good consideration of the mutual promises, covenants and conditions set forth herein, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Section 1. **Sale and Purchase.** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase the Property. The last date upon which this Agreement is signed shall be hereinafter referred to as the "Commencement Date."

Section 2. **Offer.** This Agreement, when signed by Purchaser and submitted to Seller, shall be irrevocable for seven (7) business days from the date of submission, and shall not be withdrawn for any reason by Purchaser. If not accepted by Seller within that time by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void and the Deposit held by the Escrow Agent shall be promptly returned to the Purchaser.

Section 3. **Purchase Price.** The purchase price for the Property shall be_____

_____DOLLARS ($_____) (the "Purchase Price"). The Purchase Price includes the 10% Buyer's Premium based on the following:

A. High Bid Price: $_____

B. Buyer's Premium (equal to 10% of the High Bid Price) $_____

C. Total Purchase Price (equals A + B) $_____

D. Earnest Money Deposit (10% of the Total Purchase Price $_____

The Purchase Price shall be payable as follows:

A. Deposit. An Earnest Money Deposit (the "Deposit") of $_____ of the Purchase Price shall be held in a Real Estate Trust Account by the Escrow Agent and is non-refundable upon mutual execution of the Agreement between Purchaser and Seller, unless otherwise specified herein. The Deposit is due at the time of the Purchaser signing this Agreement.

B. Remaining Balance. The balance of the Purchase Price, less the Deposit, is to be paid at Closing, as hereinafter defined, in

cash, by wire transfer or other immediately available funds.

Section 4. Title Commitment, Exceptions, and Auction Terms

A. Title Commitment. As part of the Property Documents, Seller delivered the most recent title commitment or policy, if any, in its possession to the Purchaser (the "Existing Title"). Purchaser has waived any objections to the Existing Title.

B. Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the "**Permitted Exceptions**"):

1. Those matters affecting or relating to the title to, or the survey of, the Property which are of record on the Commencement Date or which would be disclosed by a current and accurate survey and physical inspection of the Property.

2. The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Land is located.

3. All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

4. All Permitted Exceptions provided for in Exhibit A.

C. Auction Terms & Conditions. The Auction Terms and Conditions as posted on the Auctioneer's website at www.TonopahAuction.com and in the Property Information Package for this Property are hereby incorporated into this Agreement as fully as if copied herein verbatim. To the extent that any term or condition of the Terms and Conditions may be in conflict with this Agreement, except for announcements made the day of the auction, it is the intention of the Purchaser and Seller that this Agreement shall control.

D. Waiver of Contingencies. BY EXECUTION IF THIS AGREEMENT, EARNEST MONEY SHALL BE NON-REFUNDABLE SUBJECT TO THE REMAINING TERMS AND CONDITIONS HEREOF, ACCORDINGLY, PURCHASER AND/OR PURCHASER'S REPRESENTATIVE(S) HAVE ELECTED TO PROCEED WITH THE PURCHASE OF THE PROPERTY AS OF THE EFFECTIVE DATE BY AGREEING THAT THE PURCHASER WILL HAVE NO FURTHER RIGHT OF TERMINATION OF THIS AGREEMENT WITH RESPECT TO (1.) THE PHYSICAL INSPECTION OF THE PROPERTY (2.) THE PURCHASER(S) INABILITY TO OBTAIN FINANCING ON THE PROPERTY FOR ANY REASON INCLUDING, BUT NOT LIMITED TO APPRAISAL, FITNESS OF PROPERTY FOR ANY PURPOSE, LOAN QUALIFICATIONS. (3) APPRAISED VALUE. PURCHASER HAS BEEN PREVIOUSLY ADVISED OF THIS WAIVER PRIOR TO THE PURCHASERS PARTICIPATION IN THE AUCTION OF THIS PROPERTY AS EVIDENCED IN EXHIBIT "B" ATTACHED.

Purchaser(s) Initials: _____ _____

(If applicable) Purchaser's Representative(s): _____ _____

Section 5. Closing.

A. Closing shall take place at a date which shall be no later than TEN (10) days from the Commencement Date, the last date upon which this Agreement is signed.

B. The Escrow Agent shall be **Old Republic Title Agency, Inc.** ("Escrow Agent"), unless otherwise chosen differently by Seller.

C. At the Closing, Seller shall convey to Purchaser, by Warranty Deed, insurable fee simple title to the Property free and clear of liens, claims, interests and encumbrances, subject only to standard permitted exceptions and existing easements and other conditions outlined within this Agreement. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. The Purchaser accepts all previously disclosed matters of title provided by the Auction Firm and Seller prior to auction.

D. At the Closing, Escrow Agent shall deliver to Seller a settlement statement in form and substance reasonably satisfactory to Purchaser and Seller and such other documents, certificates and instruments as may reasonably be required to convey the Property to Purchaser.

Section 6. Closing Costs. Notwithstanding anything to the contrary contained herein, the costs of Closing shall be paid as follows:

By Purchaser:

A. Escrow Agent's closing fee;

B. All Transfer Tax and Recording fees;

C. Escrow Agent's document preparation fee; and,

D. All premiums, fees and costs associated with the issu ance of any lender and/or owner title policy.

E. A per diem of $250 per day if the Purchaser does not close on or before the Closing Date and the delay in the Closing is the fault of the Purchaser.

By Seller:

A. Preparation of Warranty Deed and other Seller's documents required hereunder.

Section 7. Brokerage Fees. Seller shall pay to Marc A. Geyer, dba Synergic Realty, a brokerage fee, pursuant to a separate written agreement. Other than _____ as broker for the Purchaser, the Purchaser represents and warrants to the Seller that it has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as a result of the transfer of the Property. The Purchaser shall indemnify and hold the Seller harmless from and against any claims made for a commission due.

Section 8. Taxes and Assessments. All past due and accrued real property taxes shall be pro-rated at Closing. The water rates and sewer charges, if any, shall be prorated and adjusted to the date of Closing. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the real estate assessor's office for Maricopa County for information.

Section 9. Seller's Representations.

A. The Seller represents to Purchaser the following:

1. The Seller has authority to sell the Property and is authorized to deliver a Warranty Deed, and such other documents that are customary and necessary to convey the Property to the Purchaser.

Section 10. Property Condition and Development Obligations.

A. Disclaimer. Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; (e) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (g) any other matter with respect to the Property. Without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous substance on, under or about the property or the compliance or non-compliance of the property with any and all federal, state or local environmental laws, ordinances, regulations, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances.

B. Acknowledgment of Inspection. Purchaser acknowledges and agrees that (a) Purchaser has had the opportunity to inspect the Property, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Purchaser further acknowledges that any references by Seller, its broker(s), advisors, attorneys, consultants and Higgenbotham Auctioneers International Limited, Inc. and Marc A. Geyer, dba Synergic Realty regarding square footage, dimensions or area measurements for land or improvements thereon are approximate and were provided by Seller without representation to their accuracy. Purchaser acknowledges and agrees that verification or determination of the accuracy of such information is the responsibility of Purchaser. With respect to any personal property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller, which list, if approved by Seller, shall be countersigned by Seller as evidence of the list's accuracy, and such list shall constitute the personal property to be conveyed to Purchaser at Closing.

C. AS IS. THE OCCURRENCE OF THE CLOSING WILL CONSTITUTE AN ACKNOWLEDGMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S

OWN INSPECTION THEREOF AND IN ACCORDANCE WITH ANY REVIEW OF THE PROPERTY CONDUCTED BY PURCHASER. THE SALE OF THIS PROPERTY IS NOT CONTINGENT UPON THE PURCHASER OBTAINING A CERTIFICATE OF OCCUPANCY.

D. RELEASE. PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT, REPRESENTATIVE, MANAGER, AUCTIONEER, AFFILIATE, OFFICER, PARTNER, SHAREHOLDER OR EMPLOYEE OF SELLER (A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

E. SURVIVAL. THE ACKNOWLEDGMENTS AND AGREEMENTS OF PURCHASER SET FORTH IN THIS SECTION 10 WILL SURVIVE THE CLOSING.

F. PERSONAL PROPERTY; INTANGIBLE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO SELLER'S TITLE TO THE PERSONAL PROPERTY OR THE INTANGIBLE PROPERTY.

Section 11. Condemnation. If, prior to or during the Closing, all or any material part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of: (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event this Agreement shall be terminated, and this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, and the Seller shall return the Deposit in full to the Purchaser.

Section 12. Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Purchaser on the Closing Date. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause prior to Closing shall be the responsibility of the Seller. Seller has no obligation to repair or replace the Property if damaged prior to Closing. If the Property is damaged or destroyed prior to Closing, Purchaser may terminate this Agreement and receive the Deposit paid with no claim for consequential damages arising from the damage or destruction of the Property.

Section 13. Purchaser Default. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages the determination of which is difficult or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

Section 14. Default by Seller. If Seller fails or refuses to deliver the Warranty Deed on or before the Closing Date upon receipt of the Purchase Price from the Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event this Agreement shall then be deemed null and void, and the Seller shall return the Deposit in full to the Purchaser.

Section 15. Assignment. This Agreement may be assigned to any third party by the Purchaser with prior written consent of the Seller, which consent may be reasonably withheld in the Seller's sole and absolute discretion, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.

Section 16. Costs. Except as otherwise specified in this Agreement, each Party hereto shall pay all of its own costs and expenses incurred in connection with the transactions contemplated hereunder, including, without limitation, any fees and disbursements of its accountants and counsel.

Section 17. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, by registered or certified mail, return receipt requested, or by overnight courier, or if faxed, in any case when received by the other party or parties. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt). Notice for any party may be given by its respective counsel. Notices shall be directed to the following addresses (or such other addresses as may hereafter be furnished to the other party by like notice):

To Seller: Emily Gay McLean Revocable Trust
C/O Jennifer L. Warner, Co-Trustee
1717 E. Highway 199, Space #22
Springtown, TX 76082

With a copy to:	Emily Gay McLean Revocable Trust C/O. Jody D. Hartsfield, Co-Trustee P.O. Box 171 Stuart, OK 74570
To Auctioneer:	Higgenbotham Auctioneers International Limited, Inc. ATTN: Martin E. Higgenbotham 1629 Shepherd Road Lakeland, FL 33811 (863) 644-6681 Phone (863) 644-6686 FAX
To Broker:	Synergic Realty ATTN: Marc A. Geyer 2141 E. Inglewood Street Mesa, AZ 85213 (602) 722-7028 Phone
To Escrow Agent:	Old Republic Title Agency ATTN: Jon Christ 2375 E. Cambelback Road, Suite 180 Phoenix, AZ 85016 (602) 631-3700 Phone

Section 18. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

Section 19. Modification. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

Section 20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

Section 21. Severability of Provisions. Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any particular jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.

Section 22. Captions. The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

Section 23. Acceptance. This Agreement when signed on behalf of Purchaser shall be deemed an offer and shall remain in effect until SEVEN (7) days from the date of submission. If not accepted by Seller within that time by Seller by delivery of a signed copy of this Agreement to the Purchaser, this Agreement and the Purchaser's offer shall become null and void.

Section 24. Exhibits. The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

Section 25. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. This Agreement cannot be assigned by the Purchaser to any party without the prior written consent of the Seller. It is intended and agreed that the covenants provided in this Agreement shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, or any successor thereto, against Purchaser, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

Section 26. Governing Law and Court of Exclusive Jurisdiction. This Agreement and all documents and instruments referred to herein shall be governed by the laws of the State of Arizona. Any disputes between the Seller and Purchaser regarding this Agreement will be decided exclusively by courts within the State of Arizona.

Section 27. **Time of Essence.** TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a weekend or federal holiday, then such period (or date) shall be extended until the next succeeding business day.

Section 28. **Patriot Act.** Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

Section 29. **Non-Foreign Seller**. Seller represents that at the time of acceptance of this Agreement and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds $300,000.00 or the Purchaser does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Purchaser an affidavit, in a form and substance acceptable to Purchaser, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

IN WITNESS HEREOF, Purchaser and Seller agree that the Date of this Agreement shall be the date the Seller executes this Agreement.

SELLER:

Emily Gay McLean Revocable Trust

Jennifer Lynn Warner Date

Its: Co-Trustee

Jody Dee Hartsfield Date

Its: Co-Trustee

PURCHASER:

(Print Name)

(Signature) Date

(Print Name)

(Signature) Date

EXHIBIT A

Property Address

2812 S. 357th Avenue, Tonopah, AZ 85354

Maricopa County Assessor Parcel Number 506-41-311T

Legal Description

That shown in the Commitment for Title Insurance with Effective Date of October 21, 2021 at 5:00PM MST

Description of the Property

A single-story single-family home containing approximately 1,568± square feet on land totaling approximately 51,166± square feet.

Permitted Exceptions to Title

Those shown in the Commitment for Title Insurance with Effective Date of October 21, 2021 at 5:00PM MST

EXHIBIT B

BIDDERS (POTENTIAL BUYERS) ACKNOWLEDGEMENT OF "AS-IS" SALE AND DISCLOSURE OF THE REQUIREMENT TO WAIVE CONTINGENCIES

AS A BIDDER IN THE AUCTION FOR THE FOLLOWING PROPERTIES LOCATED IN TONOPAH, ARIZONA:

☐: 2812 S. 357th Avenue, Tonopah, AZ 86327

IF, YOU ARE DEEMED THE HIGH BIDDER FOR THE PROPERTY NOTED ABOVE, YOU WILL BE REQUIRED TO WAIVE CERTAIN CONTINGENCIES THAT ARE COMMONLY USED IN TRADITIONAL REAL ESTATE SALES.

THE CONTINGENCIES YOU WILL BE WAIVING IF YOU ARE THE HIGH BIDDER AT THE AUCTION WHEN COMPLETING YOUR "AUCTION PURCHASE AND SALE AGREEMENT" ARE AS FOLLOWS:

1) **INSPECTION CONTINGENCY –**
   - **IN TRADITIONAL SALES, THE INSPECTION CONTINGENCY ALLOWS THE BUYER A SPECIFIED PERIOD OF TIME TO HAVE THE PROPERTY INSPECTED AFTER THE OFFER IS ACCEPTED. THIS ALLOWS THE BUYER TO IDENTIFY ANY MAJOR ISSUES WITH A HOME PRIOR TO CLOSING.**
   - **IN THIS AUCTION SALE, POTENTIAL BUYERS ARE ENCOURAGED TO INSPECT OR HAVE THE PROPERTY PROFESSIONALLY INSPECTED PRIOR TO BIDDING ON SEPTEMBER 28TH AT THE 2 PREVIEWS ON TUESDAY, SEPTEMBER 21ST AND SEPTEMBER 28TH, 2021 RESPECTIVELY.**

2) **FINANCING CONTINGENCY –**
   - **IN TRADITIONAL SALES, THE FINANCING CONTINGENCY ALLOWS THE BUYER A SPECIFIED PERIOD OF TIME TO SECURE FINANCING AFTER THE OFFER IS ACCEPTED AND PRIOR TO CLOSE. THIS CONTINGENCY PROTECTS THE BUYER IN THE EVENT THEY WERE UNABLE TO OBTAIN FINANCING PRIOR TO CLOSING.**
   - **IN THIS AUCTION SALE, POTENTIAL BUYERS MUST HAVE ALREADY SECURED FINANCING OR HAVE THE FUNDS AVAILABLE TO MAKE A CASH PURCHASE. IF YOU INTEND TO FINANCE YOUR PURCHASE, YOU MAY WANT TO ENSURE THAT YOUR LENDER HAS PROVIDED YOU WITH AN OFFICAL LOAN OFFER THAT CONTAINS NO ADDITIONAL CONTINGENCIES IN ORDER TO BE FUNDED.**

3) **APPRAISAL CONTINGENCY –**
   - **IN TRADITIONAL SALES, THE APPRAISAL CONTINGENCY ALLOWS THE BUYER A SPECIFIED PERIOD OF TIME TO HAVE THE PROPERTY APPRAISED AFTER THE OFFER IS ACCEPTED AND PRIOR TO CLOSE. THIS CONTINGENCY PROTECTS THE BUYER IN THE EVENT THAT THE APPRAISAL OF THE PROPERTY COMES IN LOWER THAN THE OFFER PRICE. WHEREBY THE BUYER COULD OPT TO TERMINATE THE AGREEMENT.**
   - **IN THIS AUCTION SALE, POTENTIAL BUYERS ARE ENCOURAGED TO INVESTIGATE CURRENT LOCAL MARKET CONDITIONS OR HAVE THE PROPERTY PROFESSIONALLY APPRAISED PRIOR TO BIDDING. AT THE 2 PREVIEWS ON SATURDAY, APRIL 17TH AND APRIL 24TH, 2021 RESPECTIVELY, POTENTIAL BUYERS ARE WELCOME TO BRING THEIR APPRAISER.**

NOTE: This disclosure is for informational purposes only and should not be deemed legal advice or relied upon for its correctness. Potential buyers are encouraged to seek professional guidance prior to signing this document and registering to bid at this auction.

BY REGISTERING TO BID FOR THE PROPERTIES LISTED ABOVE, YOU ARE AGREEING TO WAIVE YOUR FURTHER RIGHT TO TERMINATION OF THE "AUCTION PURCHASE AND SALE AGREEMENT" BASED ON <u>INSPECTION, FINANCING OR APPRAISAL CONTINGENCIES</u> AS DESCRIBED IN SECTION 4(D) OF THAT AGREEMENT.

BIDDER:

_____
(Print Name)

_____
(Signature) **Date**

BIDDER:

_____
(Print Name)

_____
(Signature) **Date**

<u>BIDDER #</u> _____

INDIVIDUAL:

PURCHASER(S): _____ _____

(Print Name) *(Print Name)*

PURCHASER'S ADDRESS: _____

_____

_____

PURCHASER'S PHONE: Office: _____ Fax: _____

Home _____ E-mail: _____

PURCHASER'S BROKER (IF APPLICABLE): _____

ADDRESS: _____

_____

PHONE: _____ Fax: _____

PURCHASER'S ATTORNEY (IF APPLICABLE): _____

ADDRESS: _____

_____

PHONE: _____ Fax: _____

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 13

Draft Warranty Deed

RECORDING REQUESTED BY
OLD REPUBLIC TITLE AGENCY

ORDER #: 4717018051

WHEN RECORDED MAIL TO

,

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For valuable consideration, receipt of which is hereby acknowledged Jody Dee Hartsfield and Jennifer Lynn Warner, Successor Co-Trustees of and The Emily Gay McLean Revocable Trust, dated September 19, 2006, and any amendments thereto

Do hereby convey to TO BE NAMED

the following real property situated in Maricopa County, Arizona:

See "Exhibit A" attached hereto and made a part hereof.

Pursuant to ARS 33-404, Beneficiaries names and addresses are attached.

SUBJECT TO existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record.

The undersigned hereby warrants the title against all persons whomsoever, subject to the matters above set forth.

Dated: August 25, 2021

The Emily Gay McLean Revocable Trust, dated
September 19, 2006, and any amendments there

DRAFT

_____
Jody Dee Hartsfield, Successor Co-Trustee

_____
Jennifer Lynn Warner, Successor Co-Trustee

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Jody Dee Hartsfield and Jennifer Lynn Warner as Trustee(s) of The Emily Gay McLean Revocable Trust, dated September 16, 2006.

WITNESS my hand and official seal.

_____
Notary Public

jkjkj

Marc A. Geyer, dba Synergic Realty
AZ Lic. No. SE551013000

Section 14

Wiring Instructions

OLD REPUBLIC TITLE AGENCY

2375 E. Camelback Road, Suite 180 • Phoenix AZ • 85016 • 602-631-3777 • FAX 602-926-2632

WIRING INSTRUCTIONS

Wire information for Old Republic Title Agency for the above address:

Comerica Bank
3200 N. Central Avenue
Phoenix, AZ 85012

Federal routing number 121137522

Credit to the account of Old Republic Title Agency

Account Number 1894248655

For credit to Escrow Number 4717018051

Please contact your Escrow Officer when you have originated your wire to ensure proper credit. You will need to reference your escrow number and the exact amount of the wire you have sent when contacting escrow.

PLEASE CONTACT YOUR ESCROW OFFICER IF YOU RECEIVE NOTICE OF A CHANGE TO THESE WIRE INSTRUCTIONS.

ON-LINE BANKING TRANSFERS ARE NOT ALL THE SAME.

"Electronic Funds Transfer" is a generic term for funds transfers, one of which is an ACH Transfer. On-line banking transfers are often completed through an ACH Transfer, not a Wire Transfer***. Old Republic Title Agency rejects all ACH Transfers and returns the funds to the sender*** (Government Entities/Agencies excluded.) Close of Escrow may be significantly delayed as a result of an ACH Transfer.

OLD REPUBLIC TITLE AGENCY DOES NOT AUTHORIZE FUNDS TO BE DEPOSITED DIRECTLY INTO OUR ACCOUNT AT COMERICA BANK LOCAL BRANCH LOCATIONS.

Funds deposited directly into an account of Old Republic Title Agency at Comerica Bank branches are subject to verification. Verification of unauthorized deposits is not immediate or automated following deposit. Delay in credit of funds to an escrow and delay in Close of Escrow may result.

If you want to transfer funds by Wire Transfer from a non-United States financial institution, or have questions with regard to acceptable funds, please contact your Escrow or Title Officer immediately.