



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

COCHISE COUNTY PLANNING DEPARTMENT COMMERCIAL USE/BUILDING PERMIT/SPECIAL USE PERMIT QUESTIONNAIRE (TO BE PRINTED IN INK OR TYPED)

TAX PARCEL NUMBER

APPLICANT

ADDRESS

CONTACT TELEPHONE NUMBER

EMAIL ADDRESS:

PROPERTY OWNER (IF OTHER THAN APPLICANT)

ADDRESS

DATE SUBMITTED

Special Use Permit Public Hearing Fee (if applicable)	\$ <input type="text" value="2000.00"/>
Building/Use Permit Fee	\$ <input type="text"/>
Total paid	\$ <input type="text" value="2000"/>

PART ONE - REQUIRED SUBMITTALS

1. Cochise County Joint Application (attached).
2. Questionnaire with all questions completely answered (attached).
3. A minimum of (6) copies of a site plan drawn to scale and completed with all the information requested on the attached Sample Site Plan and list of Non-residential Site Plan Requirements. **(Please note that nine (9) copies will be required for projects occurring inside the Uniform Building Code enforcement area. In addition, if the site plan is larger than 11 by 17 inches, please provide one reduced copy.)**
4. Proof of ownership/agent. If the applicant is not the property owner, provide a notarized letter from the property owner stating authorization of the Commercial Building/Use/Special Use Application.
5. Proof of Valid Commercial Contractor's License. (Note: any building used by the public and/or employees must be built by a Commercial Contractor licensed in the State of Arizona.)

6. Hazardous or Polluting Materials Questionnaire, if applicable.

OTHER ATTACHMENTS THAT MAY BE REQUIRED DEPENDING ON THE SCOPE OF THE PROJECT

1. Construction Plans (possibly stamped by a licensed Engineer or Architect)
2. Off-site Improvement Plans
3. Soils Engineering Report
4. Landscape Plan
5. Hydrology/Hydraulic Report
6. Traffic Impact Analysis (TIA): **Where existing demonstrable traffic problems have already been identified such as high number of accidents, substandard road design or surface, or the road is near or over capacity, the applicant may be required to submit additional information on a TIA.**
7. Material Safety Data Sheets
8. Extremely Hazardous Materials Tier Two Reports
9. Detailed Inventory of Hazardous or Polluting Materials along with a Contingency Plan for spills or releases

The Commercial Permit Coordinator/Planner will advise you as soon as possible if and when any of the above attachments are required.

PART TWO - QUESTIONNAIRE

In the following sections, thoroughly describe the proposed use that you are requesting. **Attach separate pages if the lines provided are not adequate for your response.** Answer each question as completely as possible to avoid confusion once the permit is issued.

SECTION A - General Description (Use separate sheets as needed)

1. What is the existing use of the property?
2. What is the proposed use or improvement?
3. Describe all activities that will occur as part of the proposed use. In your estimation, what impacts do you think these activities will have on neighboring properties?
4. Describe all intermediate and final products/services that will be produced/offered/sold.

5. What materials will be used to construct the building(s)? (Note, if an existing building(s), please list the construction type(s), i.e., factory built building, wood, block, metal)

No buildings are planned for this development, only PV panels and support equipment.

6. Will the project be constructed/completed within one year or phased? One Year 2 years
Phased if phased, describe the phases and depict on the site plan.

Proposed operation date of June 2022.

7. Provide the following information (when applicable):

A. Days and hours of operation: Days: 365 Hours (from AM to PM)

B. Number of employees: Initially: 0 Future: 0
Number per shift Seasonal changes

C. Total average daily traffic generated:

(1) How many vehicles will be entering and leaving the site.

Other than during construction, vehicles will not be entering or leaving the site on a daily basis.

(2) Total trucks (e.g., by type, number of wheels, or weight)

Vehicles entering and leaving the site for inspection will typically be a 2 - 4 door 1/2 ton pick-up truck

with 4 wheels.

(3) Estimate which direction(s) and on which road(s) the traffic will travel from the site?

See attached map.

(4) If more than one direction, estimate the percentage that travel in each direction

See attached map.

(5) At what time of day, day of week and season (if applicable) is traffic the heaviest

Any traffic will be between M-F between the hours of 6 am - 6pm.

Circle whether you will be on public water system or private well. If private well, show the location on the site plan.

D. Estimated total gallons of water used: per day none per year none

Will you use a septic system? Yes No If yes, is the septic tank system existing?

Yes ___ No ___ Show the septic tank, leach field and 100% expansion area on the site plan.

G. Does your parcel have permanent legal access*? Yes No if no, what steps are you taking to obtain such access?

*Section 1807.02A of the Cochise County Zoning Regulations stipulates that no building permit for a non-residential use shall be issued unless a site has permanent and direct access to a publicly maintained street or street where a private maintenance agreement is in place. Said access shall be not less than twenty (20) feet wide throughout its entire length and shall adjoin the site for a minimum distance of twenty (20) feet. If access is from a private road or easement provide documentation of your right to use this road or easement and a private maintenance agreement.

H. For Special Uses only - provide deed restrictions that apply to this parcel if any.

Attached NA

8. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	none needed	<input type="text"/>
Sewer/Septic	none needed	<input type="text"/>
Electricity	SSVEC	<input type="text"/>
Natural Gas	N/A	<input type="text"/>
Telephone	N/A	<input type="text"/>
Fire Protection	SSVEC trained personnel/local FD	<input type="text"/>

SECTION B - Outdoors Activities/Off-site Impacts

1. Describe any activities that will occur outdoors.

Once construction is complete, there will be no activities on the site.

2. Will outdoor storage of equipment, materials or products be needed? Yes No if yes, show the location on the site plan. Describe any measures to be taken to screen this storage from neighboring properties.

once it is operational.

3. Will any noise be produced that can be heard on neighboring properties? Yes No if yes; describe the level and duration of this noise. What measures are you proposing to prevent this noise from being heard on neighboring properties?

the solar field will not cause long term noise.

4. Will any vibrations be produced that can be felt on neighboring properties? Yes No if yes; describe the level and duration of vibrations. What measures will be taken to prevent vibrations from impacting neighboring properties?

5. Will odors be created? Yes No If yes, what measures will be taken to prevent these odors from escaping onto neighboring properties?

6. Will any activities attract pests, such as flies? Yes No If yes, what measures will be taken to prevent a nuisance on neighboring properties?

7. Will outdoor lighting be used? Yes No If yes, show the location(s) on the site plan. Indicate how neighboring properties and roadways will be shielded from light spillover. Please provide manufacturer's specifications.

8. Do signs presently exist on the property? Yes No If yes, please indicate type (wall, freestanding, etc.) and square footage for each sign and show location on the site plan.

A. B. C. D.

9. Will any new signs be erected on site? Yes No If yes, show the location(s) on the site plan. Also, draw a sketch of the sign to scale, show the copy that will go on the sign and **FILL OUT A SIGN PERMIT APPLICATION** (attached).

10. Show on-site drainage flow on the site plan. Will drainage patterns on site be changed?
Yes No

If yes, will storm water be directed into the public right-of-way? Yes No

Will washes be improved with culverts, bank protection, crossings or other means?
Yes No

If yes to any of these questions, describe and/or show on the site plan.

11. What surface will be used for driveways, parking and loading areas? (i.e., none, crushed aggregate, chipseal, asphalt, other)

12. Show dimensions of parking and loading areas, width of driveway and exact location of these areas on the site plan. (See site plan requirements checklist.)

13. Will you be performing any off-site construction (e.g., access aprons, driveways, and culverts)?
Yes No If yes, show details on the site plan. **Note: The County may require off-site improvements reasonably related to the impacts of the use such as road or drainage improvements.**

SECTION C - Water Conservation and Land Clearing

1. If the developed portion of the site is one acre or larger, specific measures to conserve water on-site must be addressed. Specifically, design features that will be incorporated into the development to reduce water use, provide for detention and conserve and enhance natural recharge areas must be described. The Planning Department has prepared a *Water Wise Development Guide* to assist applicants. This guide is available upon request. If the site one acre or larger, what specific water conservation measures are proposed? Describe here or show on the site plan submitted with this application.

SSVEC will review this requirement to determine if it can incorporate on-site water conservation

on their site grading plan.

2. How many acres will be cleared?
If more than one acre is to be cleared describe the proposed dust and erosion control measures to be used (Show on site plan if appropriate.)

SECTION D - Hazardous or Polluting Materials

Some businesses involve materials that can contaminate the soil, air, water, waste disposal system or environment in general. Precautions must be taken to protect the environment when such products are distributed to or from the site, stored, manufactured, processed, disposed of, or released as raw materials, products, wastes, emissions, or discharges (When sold or incorporated in a product these materials are required to have Material Safety Data Sheets (MSDS) supplied by the manufacturer.) Examples of such products include but are not limited to paint, solvents, chemicals and chemical wastes, oil, pesticides, herbicides, fertilizers, radioactive materials, biological wastes etc.

Does the proposed use have any activities involving such materials?

Yes No If yes, complete the attached *Hazardous or Polluting Materials Use Questionnaire*.

Note: Depending on quantities, this question does not apply to ordinary household or office products or wastes such as cleansers, waxes or office supplies. Answer YES only if the materials are involved in the commercial or special use process or if landscaping or maintenance chemicals (pesticides, fertilizers, paints, etc.) will be present in quantities greater than 50 pounds (solids) or 25 gallons (liquids).

If you answer NO to this question but in the County's experience, the type of business proposed typically uses such materials, you will be asked to complete the *Hazardous or Polluting Materials Questionnaire* prior to processing this Commercial Use/ Building/ Special Use Permit.

Applications that involve hazardous or polluting materials may take a longer than normal processing time due to the need for additional research. The Arizona Department of Environmental Quality Compliance Assistance Program can address questions about Hazardous Materials (1-800-234-5677, ext. 4333).

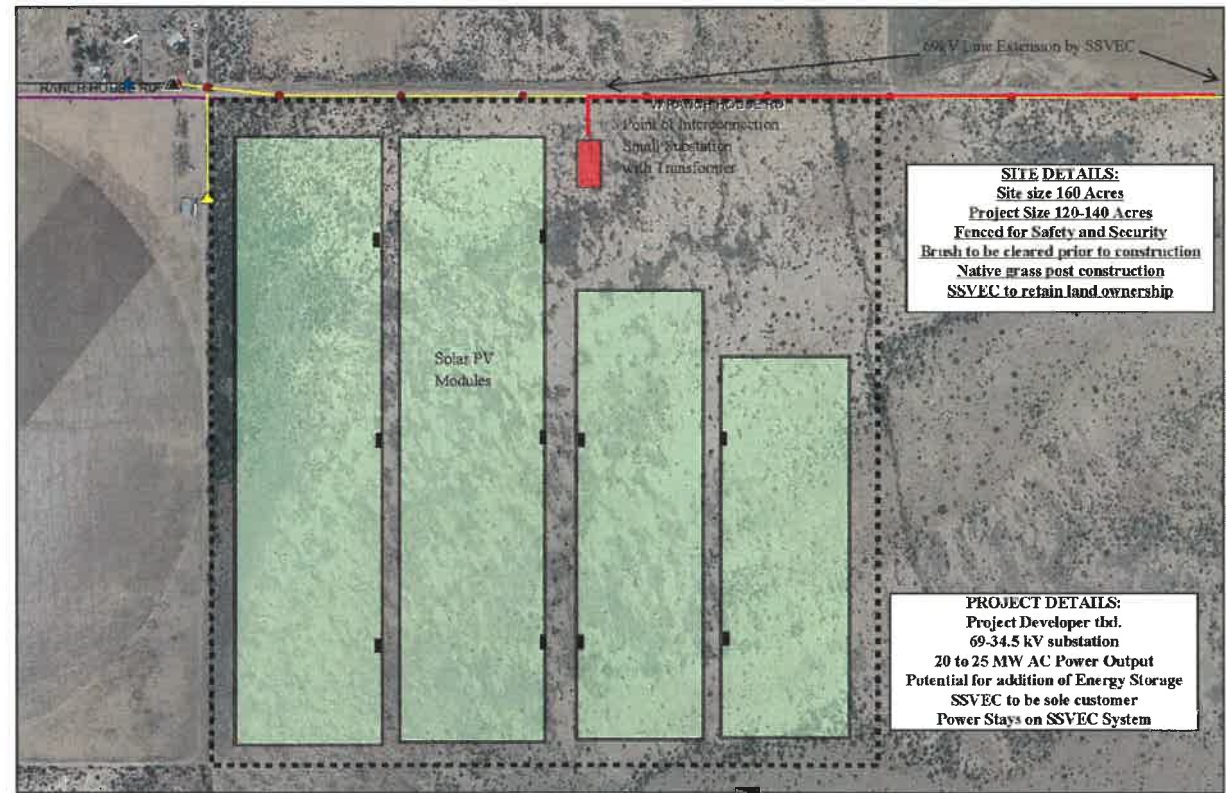
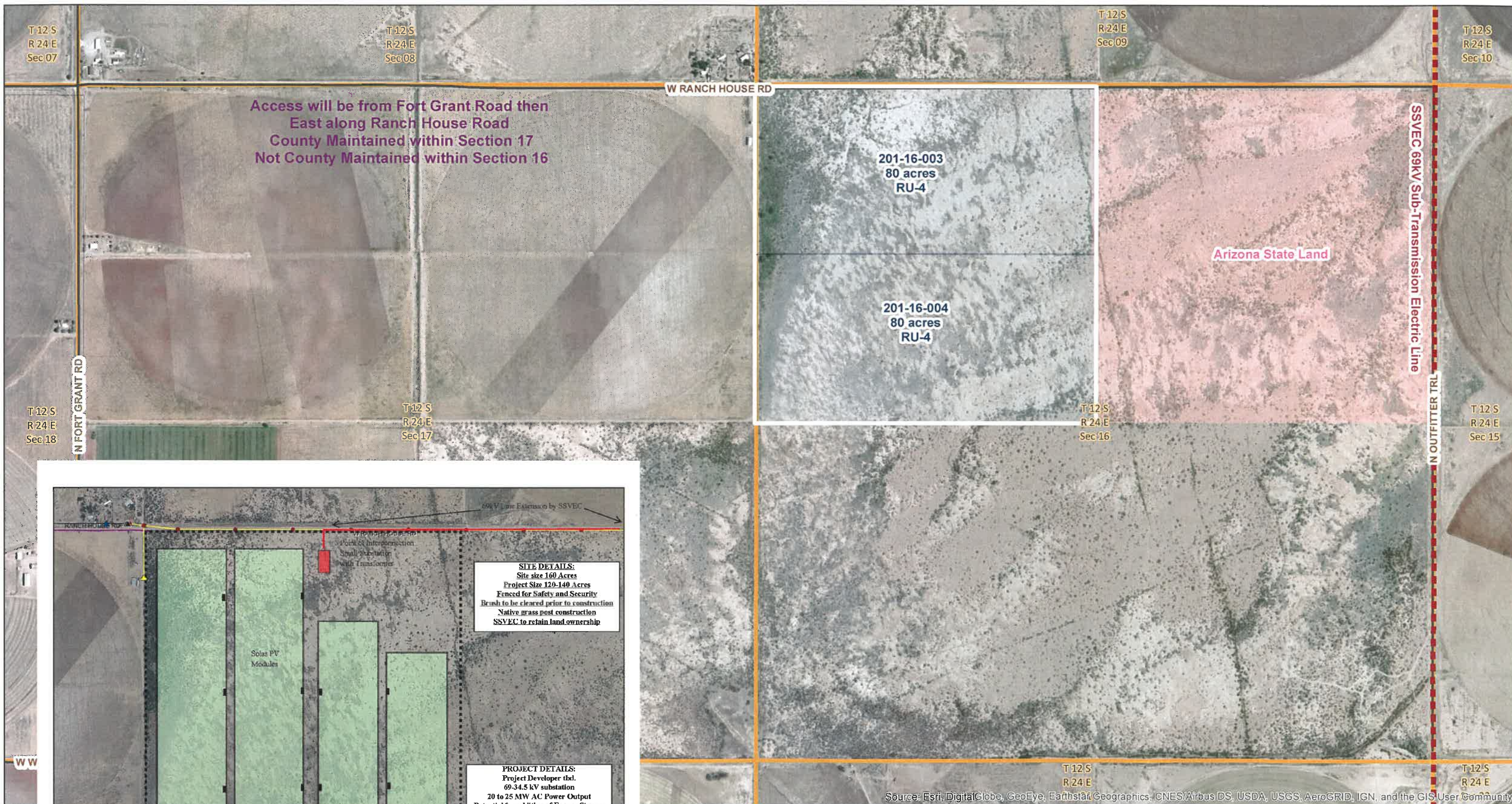
SECTION E - Applicant's Statement

I hereby certify that I am the owner or duly authorized owner's agent and all information in this questionnaire, in the Joint Permit Application and on the site plan is accurate. I understand that if any information is false, it may be grounds for revocation of the Commercial Use/ Building/ Special Use Permit.

Applicant's Signature Megan Resor

Print Applicant's Name Megan Resor

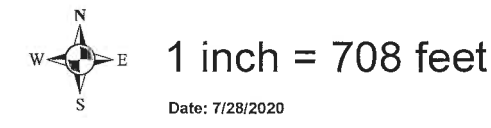
Date signed 7/30/2020



SSVEC Solar Project Area Map



Ranch House Solar Site
 Conceptual Plan
 7-8-2020



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Information to accommodate SSVEC's Proposed Solar Farm on Ranch House Rd, Willcox, Arizona
For a Special Use Permit from Cochise County Planning and Zoning Department

SSVEC and Solar Power Project Overview:

Created in 1938, SSVEC is a non-profit, member-owned distribution cooperative providing electricity to more than 59,000 meters over roughly 5,700 square miles of territory and 4,200 miles of energized line in southeastern Arizona. The cooperative's service territory covers parts of the Cochise, Graham, Pima, and Santa Cruz Counties and includes the communities of Sierra Vista, Huachuca City, Patagonia, Elfrida, Benson, St. David, Bowie, San Simon, Willcox, Sonoita, and Pearce-Sunsities.

SSVEC has an annual peak demand of 225 MW and an annual load requirement of roughly 900 GWh. Over the past several years, SSVEC has made significant efforts to evolve their fuel mix to satisfy energy requirements with renewable capacity additions. In 2016, over 80% of SSVEC energy was produced using coal. Now, only a quarter of that supply is met by coal, and roughly 13% is supplied by solar and hydro. With the addition of this solar project, SSVEC could expect another 8-10% of their load to be served by green energy.

The solar energy and capacity will be used to serve SSVEC member load and increase SSVEC's percentage of needs supplied by renewable energy. The idea of a potential battery will be cycled on a regular basis and the storage will be primarily used to store mid-day generation for later use, extending the solar energy into the late afternoon and evening hours, and supplying peak demands and reducing market purchases during peak pricing hours. While SSVEC is requesting bids for potential battery as noted in this paragraph, it is a highly conceptual idea and we are in the early conceptual phases of the bid process and can not specify battery type, if any.

Public Input:

Included in this permit application is a letter, dated July, 13, 2020, that SSVEC mailed to 37 landowners. The mailing list was provided by the county.

SSVEC has received phone calls from three landowners, and none of those calls offered any opposition to the proposed use for solar. Instead, they solicited for SSVEC to consider their parcels for purchase as well, or to provide their solar contact information.

Parcel Ownership:

SSVEC is currently under contract with both parcel owners and escrow monies have been received by both parcel owners. Both contracts are contingent upon Cochise County Special Use approval of the RU-4 zoned parcels. Both contracts are attached with this application packet.

Construction:

SSVEC will own the parcels, however, SSVEC is currently going to bid to hire a solar company to install and manage the solar farm panels. SSVEC will oversee any and all construction and operation of the solar panels along with the solar provider who is awarded the bid. A Purchase Power Agreement (PPA) will be held with the contractor that is awarded the bid. SSVEC will not initially own the solar panels, however, a buy out option will be built into the PPA.

SSVEC will lease the property to the successful bidder for the sole purpose of constructing, installing, owning, operating and maintaining the solar system based on agreed contract terms.

Project Traffic/Parking/Storage:

Most traffic to the site will only occur during the material delivery and construction process. It is estimated that there may be up to 20 worker's vehicles accessing the site during the peak construction time. Access to the site will be from Ranch House Road, a non-county maintained road, and 33' ingress/egress utility easement as noted in 2006-18021. Typically, maintenance and access to the site will occur during the work week, Monday through Friday between the hours of 6 am and 6 pm.

Water Conservation

Initial water use will be provided by SSVEC, which will likely be purchased from the City of Willcox. The water use will be for dust control during construction of the solar site. Once construction is complete, there will be minimal water use, mainly for cleaning panels as needed. Water conservation in relation to on-site retention of run-off will have to be reviewed when the site grading plan is developed.

Drainage

SSVEC's engineers have reviewed the site and have determine that there will be no major changes to the on-site drainage flow across the site. Typically, solar fields can be constructed following the existing terrain. The site design will utilize the existing drainage patterns on site.



Sulphur Springs Valley Electric Cooperative, Inc.

350 N. Haskell Ave.
Willcox, AZ 85643-1718
Telephone (520) 384-2221
Fax (520) 384-5223

July 13, 2020

Dear Friends and Neighbors,

Sulphur Springs Valley Electric Cooperative, Inc. (SSVEC) is working to bring additional renewable energy to their current distribution system which serves Cochise, Graham, Pima, and Santa Cruz Counties in Southeastern Arizona. Established in 1938, SSVEC is a not for profit, member-owned distribution cooperative providing electricity to more than 51,000 services over some 4,100 miles of energized line.

At this time, SSVEC is working to purchase two 80 acre parcels that are located within 1000' of your property located north of Willcox, Arizona. The Cochise County Assessor parcel numbers are: 201-16-003 and 201-16-004.

SSVEC's Proposed Solar Project will include approximately 120 acres of solar photovoltaic generation panels and associated interconnection equipment. This project will bring enough clean solar generation to SSVEC's system to power between 2800 and 3500 homes and include the ability to add energy storage as a future project. All the power produced from this facility will remain on SSVEC's system to serve SSVEC members.

Cochise County is requiring SSVEC to proceed with a zoning process of acquiring a special use authorization. Part of that process includes getting feedback from you, our neighbors.

You will also be receiving a letter from the county, with contact information in case of objections to the project. If you have any concerns, questions or objections, we ask and encourage you to contact me as a representative of SSVEC first. I will be happy to answer questions, comments and concerns, as it may be something we haven't thought of.

Thank you for your time and consideration. Please find my contact information below.

Sincerely,

Megan Resor
mresor@ssvec.com
520-384-5512



From: [Megan Resor](#)
To: [Kirschmann, Robert](#)
Subject: RE: SU-20-10 (SSVEC Solar)
Date: Monday, August 24, 2020 7:15:14 AM
Attachments: [image002.png](#)

CAUTION: EXTERNAL EMAIL*

Robert,

We expect them to be no taller than 7 feet at the pivot point, but with the moving part of the panel could be maybe 10 feet tall at full tilt.

Thank you,

Megan Resor
Sulphur Springs Valley
Electric Cooperative

Right of Way Agent
350 N. Haskell
Willcox, Arizona 85643
Office: 520-384-5512



From: Kirschmann, Robert <RKirschmann@cochise.az.gov>
Sent: Wednesday, August 19, 2020 9:37 AM
To: Megan Resor <mresor@ssvec.com>
Subject: RE: SU-20-10 (SSVEC Solar)

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Thank you Megan. For Planning purposes, what is the tallest you expect the panels to be. Just a ball park.

Best regards,

Robert Kirschmann

Planner II
Cochise County Community Development
Development Services Department

126 West 5th Street, Suite 4
Benson, AZ 85602
520-432-9248
520-432-9278 fax



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www.cochise.az.gov

From: Megan Resor <mresor@ssvec.com>
Sent: Tuesday, August 18, 2020 2:06 PM
To: Kirschmann, Robert <RKirschmann@cochise.az.gov>
Subject: RE: SU-20-10 (SSVEC Solar)

CAUTION: EXTERNAL EMAIL*

Hey Robert,

Sorry it has taken me a couple of days to get back with you in regards to engineering's questions about the flood plain.

So to answer their concerns as best as I can right now, it is our intention to design the solar field with the flood plain in mind and make the needed allowances. Below are some pictures that illustrates how easily the elevation can be adjusted to accommodate the flood plain.

The solar panels will be installed on a single axis tracking system. These vary in elevation, but by design, they are raised above ground on pedestals to allow for clearance of the panels to rotate and track the sun. The height of those pedestals can be adjusted as required. Below is an example of one tall enough to walk under. The junction boxes and electrical connections will be high enough and very easy to protect from sheet flow and standing water conditions.



There will likely be 6 – 12 inverter stations depending on the design. The inverter stations are typically skit mounted and approximately the size of a small storage container. They too, can easily be elevated on concrete footers or piers or set on an elevated pad. See below for an example.



I hope this answers their question for the time being. When we submit for a building permit, we will have details of the exact heights.

Also, you may have already discussed this project with Kim Bennett (APN 201-17-002E). I received an email from him yesterday evening and he has offered some concerns of his own. We are researching his AZ Game and Fish “Shooting Preserve” permit and of course he is worried about drainage. We will either meet with him this week is possible or next week.

Thank you for your time as always and have a good afternoon.

Thank you,

Megan Resor

Sulphur Springs Valley Electric Cooperative

Right of Way Agent
350 N. Haskell
Willcox, Arizona 85643
Office: 520-384-5512



From: Kirschmann, Robert <RKirschmann@cochise.az.gov>
Sent: Wednesday, August 12, 2020 12:51 PM
To: Megan Resor <mresor@ssvec.com>
Subject: RE: SU-20-10 (SSVEC Solar)

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No, but engineering has concerns in regards to Floodplain. They would at a minimum like to know the height (total, height to electric connections, and bottom of panel) if you have that information.

Robert Kirschmann

Planner II
Cochise County Community Development
Development Services Department
126 West 5th Street, Suite 4
Benson, AZ 85602
520-432-9248
520-432-9278 fax



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From: Megan Resor <mresor@ssvec.com>

Sent: Wednesday, August 12, 2020 12:43 PM
To: Kirschmann, Robert <RKirschmann@cochise.az.gov>
Subject: RE: SU-20-10 (SSVEC Solar)

CAUTION: EXTERNAL EMAIL*

Of course. So just to be sure, you do not need anything from us right now for the purpose of special use?

Thank you,

Megan

From: Kirschmann, Robert <RKirschmann@cochise.az.gov>
Sent: Wednesday, August 12, 2020 10:58 AM
To: Megan Resor <mresor@ssvec.com>
Subject: SU-20-10 (SSVEC Solar)

[CAUTION] This email originated from outside of SSVEC. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Due to the parcels location in the Flood Zone, the Floodplain department is requesting any info you have on the mounting and location of electrical components. Its not required at this stage as we are conceptual, but it would help in their review and provide better comments for when you apply for your permits.

Thank you,

Robert Kirschmann

Planner II
Cochise County Community Development
Development Services Department
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520-432-9278 fax



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J Vincent Company

BUYER ATTACHMENTDocument updated:
October 2019

This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Vacant Land/Lot Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. **Read the entire contract *before* you sign it.**
- 2. **Review the Seller's Property Disclosure Statement and other disclosures (See Section 4a and 4b).**
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. **Review the Due Diligence Paragraph (see Section 6a).**

Verify square footage/acreage (see Section 6b)
Verify whether the property is served by city or private sewer and its availability status (see Section 6e); OR
If an on-site wastewater treatment system has been installed on the Property (see Section 6e), AND
If a well has been installed on the Property (see Sections 4d and 6k)
- 4. **Apply for your loan now, if you have not done so already, and provide your lender with all requested information (see Section 2d).**

It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date.
- 5. **Read the title commitment (see Section 3c).**
- 6. **Read the CC&R's, use restrictions, and all other governing documents including design guidelines (see Section 3c), especially if the property is governed by a homeowners association.**
- 7. **Conduct a thorough final inspection (see Section 6o). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. **Always independently confirm wiring instructions prior to wiring any money.** Do not email or transmit documents that show bank account numbers or personal identification information.

Buyer's Check List

Buyer Attachment • Updated: October 2019
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J Vincent Company, 2850 E. Skyline Dr. Suite 100 Tucson AZ 85718
Phone: (520) 5480216

Fax: (520) 529-8110 Jim Vincent

W Ranch House Rd

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



J Vincent Company

VACANT LAND/LOT PURCHASE CONTRACT

Document updated: October 2019



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.



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

1. PROPERTY

- 1a. 1. BUYER: Sulphur Springs Valley, Electric Cooperative Inc
2. SELLER: SURDAKOWSKI FAMILY TRUST, MALAD INC - Michael Saager
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
1b. 5. Property Address: W Ranch House Rd 80 acres Zoning: RU-4 Cochise
6. Assessor's #(s): 201-16-004
7. City: Willcox County: Cochise AZ, Zip Code: 85643
8. Legal Description: PARCEL B PER R/S BK32 PG50 AKA A POR OF NW4 SEC 16-12-24 80.14AC
1c. 9. \$ 229,000.00 Full Purchase Price, paid as outlined below
10. \$ 10,000.00 Earnest money submitted within 5 days of opening of escrow
11. \$ 219,000.00 cash at closing
12. \$
1d. 14. Incidental Improvements: Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer, expressed or implied, as to their condition except as provided for in section 5a.
1e. 17. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Property, and any existing personal property specified herein, shall be included in this sale, including the following:
21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens or encumbrances.
23. Fixtures and leased items NOT included:
1f. 24. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
27. October 1st, 2020 ("COE Date"). If Escrow Company or recorder's office is closed on
28. COE Date, COE shall occur on the next day that both are open for business.
29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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

2. FINANCING

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

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

3. TITLE AND ESCROW

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

85. Kim Reis Fidelity National Title (520) 837-0188
 "ESCROW/TITLE COMPANY" PHONE

86. Kim.Reis@fnf.com
 FAX EMAIL

87. 800 E Wetmore Suite 110, Tucson, AZ 85719
 ADDRESS

- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and 89. tax consequences. Buyer is advised to obtain legal and tax advice.

- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller 91. directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete 92. and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), 93. including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen 94. (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written 95. notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy 96. showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense. 97. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, 98. easements and all other matters of record or special warranty deed deed.

- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and 100. address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also 101. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the 102. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for 103. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to 104. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow 105. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, 106. unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all 107. parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company 108. shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is 109. provided, Escrow Company shall record the Affidavit at COE.

3e. 110. Prorations, Expenses and Adjustments:

- 111. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
- 112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
- 113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
- 114. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
- 115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
- 116. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
- 117. Buyer at COE or paid to Buyer by Seller at COE.

- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at 119. COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is 120. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said 121. adjustments.

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- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with 123. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions 124. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company 125. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, 126. arising from or relating in any way to the release of Earnest Money.
- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of 128. the COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that 129. becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, 131. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant 132. to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign 133. person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an 134. exemption applies.
- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign 136. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 138. or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the 139. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party 140. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the 141. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any 142. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to 144. the Buyer within five (5) days after Contract acceptance.
- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information 146. pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may 147. adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or 148. litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv) 149. financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service 150. contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available, 151. and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control 152. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into 153. with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy 155. of any known road maintenance agreement affecting the Property.
- 4d. 156. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared 157. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, 158. Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller 159. that are associated with the Property.
- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or 161. knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller 162. is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 163. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, 164. or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the 165. Property.
- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or 167. disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property 169. other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required 170. by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items 171. disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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

5. WARRANTIES

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

6. DUE DILIGENCE

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 75 days after Contract acceptance 196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect 197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and 198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all 199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; 200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities 201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate 202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any 203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the 204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity 205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free 206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all 207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports 208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and 209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any 210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically 211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer* 212. *Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** **BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE** 214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE** 215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE** 216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due 218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the 219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve 220. the Property.

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

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

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

230. (BUYER'S INITIALS REQUIRED)

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

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

242. (BUYER'S INITIALS REQUIRED)

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

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

247. Cost of the survey shall be paid by Seller Buyer Other: _____

248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
249. Survey Minimum Standards".

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

Other survey terms: Buyer has the right to conduct a survey at
Buyers expense. If Buyer does not close, then Buyer shall
provide copies to Seller of any surveys, studies, or
reports done.

257. (BUYER'S INITIALS REQUIRED)

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6k. 262. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT**
263. **MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**

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

271. (BUYER'S INITIALS REQUIRED)

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6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of
273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this
274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due
275. Diligence Period items disapproved shall be provided in a single notice.

6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other
277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
280. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
283. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**
284. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
285. **to Buyer three (3) days or _____ days prior to COE Date.**
286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
291. extend response times or cancellation rights.

292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
302. become a breach of Contract.

7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
310. material breach of this Contract, rendering the Contract subject to cancellation.

7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
320. resort to court action.

7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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SELLER	SELLER

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BUYER	BUYER



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

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

8. ADDITIONAL TERMS AND CONDITIONS

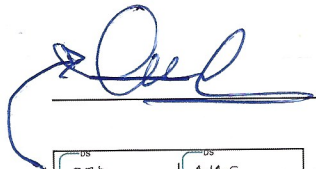
8a. 331. Line 1a and 427. Full name of Buyer is "Sulphur Springs Electric Cooperative Inc., an
332. **AZ Domestic Non-Profit Cooperation.**
333. **Remove lines 32-82. This is an all cash sale. No financing.**
334. **This sale is contingent upon an escrow of the neighboring property. "Klump Parcel"**
335. **All escrow timelines with both escrows shall be coordinated accordingly . Opening,**
336. **Inspection time, extensions and closing will all be the same. Coordinated through the**
337. **title co.**
338. **Seller agrees to fully cooperate with any zoning or permit application signatures**
339. **needed by Seller.**
340. **It is understood that this sale is contingent upon municipality (Cochise County) and**
341. **any other jurisdictional approvals needed to construct a solar field. This includes**
342. **any entitlements needed such as Conditional use permit, zoning modifications, and**
343. **development plans. If any of these approvals are denied during escrow and Buyer is**
344. **unable to get the approvals to build their intended use, then all earnest monies**
345. **including interest will be refunded to the Buyer with proof of denial.**
346. **The closing of the transaction shall occur on or before the date that**
347. **is ten (10) days following the expiration of the Inspection Period and receipt of Non**
348. **Revocable Zoning or a Special Use Permit (the "Closing Date"). In any event, the**
349. **closing shall be no later than Oct 1, 2020.**
350. **Buyer has the right to 3 - 30 day extensions to the close of escrow. Each extension**
351. **will require an additional earnest money deposit of \$10,000 non- refundable earnest**
352. **monies, applicable to the Purchase Price at closing. To be deposited be deposited on**
353. **the day the Buyer requests an extension.**
354. **Closing costs shall be paid by Buyer. Including escrow fees. Standard Title Insurance**
355. **and any additional coverage will be paid by Buyer. Taxes are prorated.**
356. **Legal Description to be verified by Surveyor and Title Co**
357. _____
358. _____
359. _____
360. _____

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

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

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

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



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SELLER

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Initials>

US
BUYER
BUYER



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8f. 369. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed 370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously 371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. 372. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE 373. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF 374. REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.

8g. 375. Copies and Counterparts: A fully executed facsimile or electronic copy of the Contract shall be treated as an original 376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other 377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. 378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

8h. 379. Days: All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 380. end at 11:59 p.m.

8i. 381. Calculating Time Periods: In computing any time period prescribed or allowed by this Contract, the day of the act or event 382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance 383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the 384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., 385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

8j. 386. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller 387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a 388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this 389. Contract.

8k. 390. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands 391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.

8l. 392. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by 393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become 394. effective immediately upon delivery of the cancellation notice.

8m. 395. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in 396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic 397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as 398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.

8n. 399. Earnest Money: Earnest Money is in the form of: Personal Check Other _____ 400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be 401. deposited with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required 402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be 403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

8o. 404. RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY 405. BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE 406. CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL 407. PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL 408. REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER 409. RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.

410. **(BUYER'S AND SELLER'S INITIALS REQUIRED)**

DS	SPT
SELLER	SELLER

DS	ANMAS
SELLER	SELLER

DS	DUNW
BUYER	BUYER

8p. 411. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and 412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 413. by July 16, 2020 at 5 a.m. / p.m., Mountain Standard Time. Buyer 414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE 417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

(Handwritten signature)

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DS	SPT
SELLER	SELLER

DS	ANMAS
SELLER	SELLER

 <Initials

Initials>

DS	DUNW
BUYER	BUYER



Vacant Land/Lot Purchase Contract >>

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

419. **Brian Harpel**
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. **Velocity Retail Group**

421. **2415 E. Camelback Road suite 400 Phoenix AZ 85016**

8r. 422. **(602) 682-8150** **brian.harpel@velocityretail.com**
PREFERRED TELEPHONE FAX EMAIL

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

8s. 424. **the Buyer;** **the Seller;** or **both the Buyer and Seller**

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

427. **Daniel W. Wilson** **7/7/2020**
DocuSigned by: ^ BUYER'S SIGNATURE MO/DA/YR
Sulphur Springs Valley ^ BUYER'S SIGNATURE MO/DA/YR
Electric Cooperative Inc

428. **350 N Haskell Ave**
ADDRESS ADDRESS

429. **Willcox, AZ 85643-1718**
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 430. **Broker on behalf of Seller:**

431. **Jim Vincent**
PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

432. **J Vincent Company**
PRINT FIRM NAME FIRM MLS CODE

433. **2850 E. Skyline Dr. Tucson, AZ Tucson AZ 85718**
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

434. **(520) 5480216 (520) 529-8110 jvincentcompany@gmail.com**
PREFERRED TELEPHONE FAX EMAIL

9b. 435. **Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):**

436. **the Seller;** or **both the Buyer and Seller**

9c. 437. **The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.**

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

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

441. **SURDAKOWSKI FAMILY TRUST** **7/8/2020**
DocuSigned by: ^ SELLER'S SIGNATURE MO/DA/YR
MALAD INC - Michael Saager

442. **SURDAKOWSKI FAMILY TRUST**
SELLER'S NAME PRINTED
MALAD INC - Michael Saager

443. **14619 N. 14th Dr**
ADDRESS ADDRESS
2420 S Power Rd Ste 104

444. **Phoenix, AZ 85203**
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE
Mesa, AZ 85209-6693

OFFER REJECTED BY SELLER: _____ MONTH _____ DAY _____ YEAR (SELLER'S INITIALS) **SET**

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR



[Handwritten signature]

7-9-20