

REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“Buyer” or “City”) and Shoot West Properties, LLC (“Seller”) hereby enter this Real Estate Purchase and Sale Contract (“Contract”).

1. Property: The City agrees to purchase, and Seller offers to sell, parcel number 301-68-019A, property located at 11972 N. US Highway 89, Flagstaff, Arizona, 86004, legally described and depicted in the Exhibit_“A”, attached hereto (“the Property”).
2. Purchase Price for Property: The Buyer agrees to pay the Seller two million three hundred and fifty thousand (\$2,350,000.00) (Dollars).
3. Conveyance of Property: Seller shall convey the Property to the Buyer by Special Warranty Deed.
4. “AS IS CONDITION”: Seller and Buyer agree that the Premises is being sold in its existing condition (“AS IS”) and Seller makes no warranty to Buyer, either express or implied, as to the condition of the Premises.
5. Opening and Closing of Escrow: Buyer shall deposit the sum of twenty-three thousand five hundred dollars) (\$23,500.00) with Pioneer Title Agency, Inc. of Flagstaff, Arizona, escrow agent John Kuban (the “Escrow Agent”) to be applied against the Purchase Price at the Close of Escrow. The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent after City Council approval. The consummation of the transaction contemplated by this Contract (“Close of Escrow” or “COE”)) shall occur on or before ninety-days (90) days after the Opening of Escrow. If the Buyer, Escrow Company or Recorder’s offices are closed on the scheduled closing date, Close of Escrow shall occur on the next day that all are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties.

The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

6. Title: Within (5) days of Opening of Escrow, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the “Title Commitment”). On or before fifteen (15) business days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the “Objections”). Any matters or title exceptions to which the City does not object within such time period shall be

deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. Taxes shall be prorated.

7. Additional Conditions of Closing: Buyer's obligations under this contract are contingent upon the following:
 - a. Intergovernmental Agreement: The execution and adoption of an intergovernmental agreement between the City, Coconino County on behalf of the Sheriff's Department, and the Coconino County Community College District for the acquisition, operation, and maintenance of the Property.
 - b. Council Approval: Final approval of the Contract by the Flagstaff City Council at a public meeting.
 - c. Environmental Review: Completion and City acceptance of a Phase I Environmental Site Assessment.
 - d. Facility Assessment/Inspections: Receipt and acceptance of a third-party facility condition assessment evaluating structural, mechanical, electrical, roof, and code compliance.

If any of these contingencies are not satisfied or waived by the City within the due diligence period, the City reserves the right to withdraw this offer without penalty.

8. Warranties by Seller: The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of repair, or prospects of the Property, or any other matter concerning the Property, in any respect.
9. Brokerage: The Seller warrants to the Buyer that they have not dealt with any Broker in connection with the sale of the Property. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation account of employment or alleged employment as a finder or broker or performance of services as a finder or on broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.
10. Assessment Liens: The amount of any assessment that is a lien as of the COE, shall be paid in full by Seller prior to COE. Any assessment that becomes a lien or property tax that becomes due after COE is the Buyer's responsibility.
11. Seller Warranties: Seller warrants and shall maintain the Premises until COE.

12. Closing Costs: All closing costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.

Distribution of Proceeds upon Closing: The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.

13. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.

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

15. Seller's Remedies: In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Earnest Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by Buyer is a reasonable estimate of the Buyer's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.

16. Buyer's Remedies: In the event of default by Seller, the City shall have all remedies available at law, including but not limited to specific performance.

17. Time of the Essence: The parties hereto expressly agree that time is of the essence with respect to this Contract.

18. Leaseback. After Closing, Seller shall be entitled to remain in possession of the Property at no cost to Seller until not later than ten (ten) days from the date of Closing (the "Holdover Termination Date"), subject to the following provisions:

(a) Seller agrees to keep all improvements to the Property in good condition and repair. Upon the expiration of Seller's right to occupy the Property, Seller shall return the Property, and all improvements thereon, to Buyer in the same condition and repair as they existed at the date of Closing. Seller may not make additional improvements or alterations to the Property.

(b) Seller agrees to pay any and all utility charges incurred in connection with the Property during the term of the time Seller occupies the Property after Closing, including but not limited to all charges associated with electric, water, sewer, garbage collection and telephone.

(d) Seller acknowledges that it is occupying the Property "AS-IS", and that Buyer has made no representation or warranty of any kind as to the condition of the Property or its fitness for Seller's intended use.

(e) Seller agrees that the Property shall only be used for the use to which it was being put immediately prior to the Closing and for Seller's other normal and customary operations. Seller shall comply with any and all applicable federal, state and local laws, ordinances, rules, regulations ("Law(s)") and orders with respect to its use and occupancy of the Property.

(f) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, directors, employees and agents harmless from and against any and all claims, damages, liabilities, judgments, costs (including reasonable attorney's fees), liens, expenses and penalties, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to (i) Seller and Seller's officers, directors, agents, servants, employees, customers, visitors, licensees, and invitees use and occupancy of the Property or (ii) any accident or other occurrence causing or alleged to have caused injury or death to persons or damage to property by reason of condition, maintenance or construction of the Property or any improvement to the Property that occurred during the time Seller occupied the Property.

(g) Seller agrees to indemnify, protect, defend and hold Buyer and Buyer's officers, employees and agents harmless from and against any and all claims, damages, liabilities, judgments, costs (including reasonable attorney's fees), liens, expenses and penalties, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of or in any way connected to any violation or alleged violation of any Law(s) that occurred during the time Seller occupied the Property.

(h) Seller forever releases, acquits, and discharges Buyer, Buyer's officers, employees and agents from any and all claims, damages, liabilities, judgments, costs, expenses, loss of income, losses due to business interruption, loss of services, actions and losses of actions, whether now known or unknown, fixed or contingent, liquidated or unliquidated, arising out of, alleged to arise out of or in any way connected with the condition of the Property or the use of the Property.

(i) Seller shall, at its sole cost and expense, obtain and maintain in full force and effect throughout its occupancy of the Property, the following non-contributing primary insurance policy, which shall name Buyer as an additional insured: Commercial general liability insurance coverage against any liability to the public arising out of the use or occupancy of the Property with limits of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate, covering bodily injury and property damage liability.

(j) If for any reason the Seller shall remain in possession of the Property beyond the Holdover Termination Date, Seller shall be deemed a tenant at sufferance, shall be subject to immediate eviction and removal by Buyer and Buyer shall be entitled to pursue all remedies at law or in equity with respect to Seller's holdover on the Property. Buyer and Seller acknowledge and agree that Buyer will be severely damaged by any holdover by Seller beyond the Holdover Termination Date and that the amount of such damages would be difficult to quantify. Buyer and Seller acknowledge and agree that in the event of such a holdover, Seller shall pay to Buyer

liquidated damages in an amount equal to \$1,000.00 per day for each day that Seller remains in possession of the Property beyond the Holdover Termination Date which Buyer and Seller agree is a reasonable approximation of damages which will be suffered by Buyer as a result of such holdover.

(k) Prior to the Holdover Termination Date, Seller shall vacate the improvements on the Property and remove all of its personal property therefrom and shall terminate any existing rights of occupancy or possession affecting the Property. Seller shall be responsible for all fees and costs of such vacation and removal. Any property of Seller left on or about the Property following the Holdover Termination Date shall be conclusively presumed to have been abandoned by Seller and may be disposed of in any manner by Buyer in Buyer's sole discretion.

(l) This Section 18 shall survive the Closing and the expiration of Seller's right to occupy the Property hereunder.

19. Notices: Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

SELLER:

Shoot West Properties, LLC
c/o Rob Wilson
11920 Glodia Drive
Flagstaff, AZ 86004

With a copy to Seller's Counsel:
Law Office of Tevis Reich, PLLC
6 E. Dale Ave.
Flagstaff, AZ 86001
tevis@treichlaw.com

BUYER:

City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

20. Governing Law: The laws of the State of Arizona shall govern the validity, construction, enforcement, and interpretation of this Contract.

21. Severability: In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.
22. Entire Contract: This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.
23. Successors in Interest: This Contract shall bind and inure to the benefit of the City, and their heirs, executors, administrators, successors and permitted assigns.
24. Survival of Closing: Each of the covenants, conditions, agreements, and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.
25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
26. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by the City of Flagstaff by "Date" 10/2/25 at ~~Time~~ AM or PM, Mountain Standard Time.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract on the date set forth below.

SELLER: Shoot West Properties, LLC

By:  _____

Date: 02 OCT 2025 _____

STATE OF ARIZONA)
) ss
 County of Coconino)

ACKNOWLEDGMENT. On this 2 day of October 2025, before me, a Notary Public, personally appeared Robert Wilson, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.



Notary Public



(SEAL)

BUYER:

City of Flagstaff, an Arizona municipal corporation

By: _____

Becky Dagget, Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

EXHIBIT A

PARCEL 1:

LEGAL DESCRIPTION

That portion of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 9, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of that certain parcel delineated in Book 7 of Land Surveys, Page 78, records Coconino County, Arizona, (R1), and being more particularly described as follows:

Commencing at the N-N 1/6 corner of said Section 9;

Thence South 89 degrees 25 minutes 36 seconds West, a distance of 50.87 feet to a half inch rebar with tag marked "RLS 16687" on the Westerly line of U.S. Highway 89, according to Book 5 of Promiscuous Records, page 494, records of Coconino County, Arizona, said point being the Southeast corner of R1;

Thence North 00 degrees 17 minutes 09 seconds East along said Westerly right-of-way line of U.S. Highway 89, and the Easterly line of said R1, a distance of 423.87 feet to the True Point of Beginning;

Thence North 89 degrees 04 minutes 10 seconds West, a distance of 369.98 feet to a point;

Thence North 00 degrees 17 minutes 08 seconds East a distance of 203.29 feet to a point on the Southerly right-of-way line of Copeland Lane, according to Docket 1043, page 881, records of Coconino County, Arizona;

Thence North 89 degrees 27 minutes 26 seconds East along the said Southerly right-of-way line of Copeland Lane, a distance of 370.00 feet to the Northeast corner of said R1;

Thence South 00 degrees 17 minutes 09 seconds West along said Westerly right-of-way line of U.S. Highway 89 and said Easterly line of R1, a distance of 212.80 feet to the True Point of Beginning.